AGREEMENT
ON SUPPLY, LICENSING, AND MAINTENANCE
OF JAMA SOFTWARE PRODUCTS

between

RB RAIL AS

("Customer")

where the Customer is also acting in the name and on behalf of

RAIL BALTIC ESTONIA OÜ,

as the Implementing Body in Estonia

SIA "EIROPAS DZELZCEĻA LĪNIJAS"

as the Implementing Body in Latvia

AB "LTG Infra",

as the Beneficiary in Lithuania

and

SIA "AA Projekts"

("Distributor")

RB047-RBR-AGR-Z-00022

Contract registration number	1.19/LV-2026-7
CEF Contract No.	Project 101122611 — 22-EU-TG-RBGP Part VIII G; 101230018 — 24-EU-TC-RBGP Part X C, and other future CEF contracts

Riga

2026

Co-funded by the European Union

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AGREEMENT
ON SUPPLY, LICENSING, AND MAINTENANCE OF JAMA SOFTWARE PRODUCTS

This agreement is entered into in Riga, on the date indicated with respect to the last electronic signature of the Agreement, by and between:

(1) **RB Rail AS**, a public limited liability company registered in Latvia with registration No. 40103845025 and legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Customer"), represented by Member of the Management Board [CONFIDENTIAL] based on the Regulations on Representation Rights dated 5 September 2024 and Management Board decision No 2/1/2026 5 January 2026,

(2) **RAIL BALTIC ESTONIA OÜ**, registration number: 12734109, tax registration number: EE101954107, registered address: Harju maakond, Kesklinna linnaosa, Veskiposti tn 2/1, 10138, Tallinn, Estonia, hereinafter referred to as "the Implementing Body in Estonia", which is represented by the Chairman of the Management Board, [CONFIDENTIAL] based on the company's Articles of Association,

(3) **sabiedrība ar ierobežotu atbildību "EIROPAS DZELZCEĻA LĪNIJAS"**, registration number: 40103836785, VAT number: LV40103836785, registered address: Emīlijas Benjamiņas iela 3, Riga, Latvia, hereinafter referred to as "the Implementing Body in Latvia", which is represented by [CONFIDENTIAL], Chairman of the Management Board, and [CONFIDENTIAL], Member of the Management Board, based on the company's Articles of Association,

(4) **AB "LTG Infra"**, a public limited liability company registered in the Lithuanian Register of Legal Entities, registration No 305202934, legal address at Geležinkelio g. 2, Vilnius, LT-02100, Lithuania "the Implementing Body in Lithuania", which is represented by General manager of „Rail Baltica" management [CONFIDENTIAL] based on the power of attorney No. ĮG(INFRA)-117/2025, issued by the Implementing Body's in Lithuania Chief Executive Officer on April 11, 2025,

and

(5) **SIA "AA Projekts"**, a private limited liability company registered in Latvia with registration No. 40003572522, legal address at Dzirnavu 72-2, Riga, LV-1050, Latvia (the "Distributor"), represented by [CONFIDENTIAL] based on the Articles of Association,

(all together referred to as the "Parties" and separately – as the "Party").

WHEREAS:

(A) This Agreement is entered into under the Rail Baltica Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialize the Rail Baltica railway – a new fast conventional electrified railway line with European standard gauge (1435mm) along the route across the three Baltic States, connecting to Warsaw, along with related railway infrastructure, in accordance with the agreed route, technical parameters and time schedule (the "Global Project").

(B) The Customer by acting as a Central Purchasing Body in accordance with the Clause 3.2.2 of the Agreement on Contracting Scheme for the Rail Baltic / Rail Baltica, in effect as of 30 September 2016 has carried out a negotiated procedure "Jama products and services" with No. RBR 2025/7 (the "Procurement Procedure") within which the Distributor has submitted its proposal (the "Financial Proposal"), and the Customer and the Implementing Bodies have decided to enter into this Agreement with the Distributor.

(C) For the purposes of the Agreement, the Customer acts for itself and also as a Central Purchasing Body for the beneficiaries' (ministries of transport in the corresponding Republic of Estonia, Latvia and Lithuania) designated Implementing Bodies, namely, for the Beneficiary in Estonia, Beneficiary in Latvia and the Beneficiary in Lithuania. The Implementing Bodies authorize the Customer and assign to the Customer all rights (including, but not limited to, claiming performance in court proceedings or otherwise, claiming damages, statutory interest etc.) that may arise from this Agreement. All claims made by the Customer against the Distributor are made on behalf of itself and/or on behalf of the corresponding Implementing Body.

(D) For clarity, it shall be understood that the Customer will practically order the Products towards activities managed by the Implementing Bodies which are ultimate recipients of the Products;

(E) This Agreement is co-financed from the Connecting Europe Facility ("CEF"), Project 101122611 — 22-EU-TG-RBGP Part VIII G; 101230018 — 24-EU-TC-RBGP Part X C, and other recently signed CEF Grant Agreements or future CEF Grant Agreements to be signed The Agreement might be financed from other sources as well.

THEREFORE, the Parties agree as follows:

1. DEFINITIONS, INTERPRETATION AND ORDER OF PRECEDENCE

1.1. Definitions. In this Agreement, unless the context requires otherwise, the following definitions shall have the following meaning:

1.1.1. "Acceptance Deed" means the deed of acceptance with the form enclosed in **Annex B**.

1.1.2. "Additional Products" means Jama software products that Jama offers for purchase in the actual time. The list of the Additional Products and their unit prices at the moment of entering into the Agreement is identified in *Annex E: Financial Proposal*.

1.1.3. "Annex" means any of the annexes enclosed to this Agreement and listed in Clause 1.3.

1.1.4. "Agreement" means this Agreement together with all its Annexes; whenever in the Agreement there is a reference to the Agreement, it includes a reference to all its Annexes, and reference to specific Annex following the reference to the Agreement is without prejudice to it.

1.1.5. "Applicable Law" means any legislative act, regulation, decree, order, ordinance, statute, treaty, directive, judgment, or other legislative measure applicable to the Agreement, the Parties, the obligations of the Parties, etc. (including, but not limited to the Public Procurement Law of the Republic of Latvia).

1.1.6. "Business day" means any day except Saturday, Sunday and any day which is a public holiday in the Republic of Latvia.

1.1.7. "CEF" as defined in the Preamble of the Agreement.

1.1.8. "Commencement Date" means the date the Product becomes available for use to the Customer and it shall take place within 5 (five) business days after the Customer's submitted Order in e-mail or the Services have been rendered as per mutual agreement.

1.1.9. "Confidential Information" as defined in Clause 16.1 of the Agreement.

1.1.10. "Customer" as defined in the above list of the parties to the Agreement.

1.1.11. "Damages" any cost, claim, damage, demand, loss, expense or liability incurred by the relevant Party.

1.1.12. "Deploy", "Deployment", or "Deployed" means to distribute the Products and the related authorization codes, or its having been redistributed, by the Customer during the License Period for installation and use by the Customer.

1.1.13. "Distributor" as defined in the above list of the parties to the Agreement.

1.1.14. "Distributor's Declaration" means *Annex H: Supplier's Declaration under Common Procurement Standards and Guidelines for the Rail Baltica Project*[1].

1.1.15. "Fee" means the amount payable by the Customer or the Implementing Body to the Distributor for the ordered Products and Services, i.e., the total amount payable for the use of the overall Products incl. the Optional Scope Products for 1 (one) year and the ordered Services, that is to be determined in accordance with the Agreement.

1.1.16. "Financial Proposal" as defined in the Preamble of the Agreement.

1.1.17. "Force Majeure Event" means any of the following:

(a) an act of the public enemy or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;

[1] Latest version available here: https://www.railbaltica.org/wp-content/uploads/2024/04/RBGL-RBR-STN-Z-00001_4.0_CPSG.pdf

(b) an act of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;

(c) a natural disaster or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);

(d) nuclear, chemical or biological contamination, epidemic or pandemic (except for COVID-19 pandemic);

(e) strike, lockout or other industrial action other than involving the Distributor or the Customer.

1.1.18. "Global Project" as defined in the Preamble of the Agreement.

1.1.19. "Implementing Body" means any of the Implementing Bodies severally as the case may be under the Agreement. For the sake of clarity, "the respective Implementing Body" means the Implementing Body who has ordered, accepted and uses the Products or Services in accordance with the Agreement;

1.1.20. "Implementing Body in Estonia" means as indicated in the introductory part of the Agreement.

1.1.21. "Implementing Body in Latvia" means as indicated in the introductory part of the Agreement.

1.1.22. "Implementing Body in Lithuania" means as indicated in the introductory part of the Agreement.

1.1.23. "Implementing Body's Representative" means as indicated in Clause 11.5.

1.1.24. "Incident" means any unexpected event or occurrence that disrupts the normal operations of the system, requiring immediate attention or corrective action.

1.1.25. "Provided" means a request for technical assistance under the Maintenance.

1.1.26. "Jama" means Jama Software Inc. with offices located at 135 SW Taylor Street, Portland, OR 97204.

1.1.27. "License" as defined in Clause 3.1.

1.1.28. "License Fee" means the yearly fee payable for use of each Product as stated in *Annex F: Financial Proposal*.

1.1.29. "License Period" as defined in Clause 3.2.

1.1.30. "License Year" as defined in Clause 3.2.

1.1.31. "Main Scope" means the Products defined in Table 1 of Annex 1 to *Annex E: Technical Specification* what the Distributor will provide to the Customer and the Implementing Bodies as per order stated in Clause 3.3. of the Agreement.

1.1.32. "Maintenance" means the maintenance and support with respect to the Products which includes the Technical Support, updates, and patches provided by the Distributor for the Main Scope and Optional Scope Products.

1.1.33. "Optional Scope" means Products defined in Table 2 of Annex 1 to *Annex E Technical Specification*, the Additional Products and the Services what the Customer may separately order as per order stated in Clause 3.4 of the Agreement.

1.1.34. "Party" or "Parties" as defined in the above list of the parties to the Agreement.

1.1.35. "Person" includes any person, Customer, body corporate, government, state or agency of a state or any association or partnership (whether or not it is separate legal person).

1.1.36. "Procurement Procedure" as defined in the Preamble of the Agreement.

1.1.37. "Products" means the software products of Jama Software identified in *Annex E: Technical Specification* and its Annex 1, which includes supply, installation, configuration, support and maintenance services of these products in accordance with the Agreement, the Software Agreement and the Services Agreement. For the sake of clarity, Products include also Products from the Optional Scope when separately ordered by the Customer.

1.1.38. "Order Form" means the form to order the Products with the form enclosed in Annex A**.**

1.1.39. "Representatives" as defined in Clause 11.4.

1.1.40. "Services" means Jama post - implementation services defined in *Annex E: Technical Specification* what the Customer may separately order within the Agreement term.

1.1.41. "Service Agreement" means the Jama Software Subscription maintenance and Support Services Agreement available at https://www.jamasoftware.com/i/1154885-subscription-maintenance-and-support-services-agreement/?_gl=1*pq07pb*_gcl_au*NDgzMjk4NTgwLjE3NTAxNjkwNzQ.

1.1.42. "Signing Date" means the date on which this Agreement is signed by the Parties as indicated above or, if signed with secure electronic signature, the date indicated with respect to the last electronic signature.

1.1.43. "Software Agreement" means the Jama Software Software and Services Agreement available at https://www.jamasoftware.com/i/1154882-software-and-services-agreement/?_gl=1*17ij43e*_gcl_au*NDgzMjk4NTgwLjE3NTAxNjkwNzQ .

1.1.44. "Sub-Contractor" as defined in Clause 7.4.1.

1.1.45. "Technical Specification" means Annex 1 of the Procurement Regulations enclosed in Annex E to this Agreement.

1.1.46. "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of the Product corrections or modifications specified in the Services Agreement and Section 5 of the Agreement.

1.1.47. "Variations" as defined in Clause 10.1. of the Agreement.

1.2. Interpretation.

(a) The headings contained in this Agreement shall not be used in its interpretation.

(b) References to the singular shall include references in the plural and vice versa and words denoting natural persons shall include any other Persons.

(c) References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.

(d) Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld.

(e) A reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.

(f) The words "include" and "including" are to be construed without limitation.

(g) Unless indicated otherwise, all references to "days" shall mean calendar days.

1.3. Annexes. The Agreement contains the following Annexes:

1.3.1. **Annex A**: Order Form;

1.3.2. **Annex B**: Acceptance Deed Form;

1.3.3. **Annex C**: Software Agreement;

1.3.4. **Annex D**: Services Agreement;

1.3.5. **Annex E**: Technical Specification;

1.3.6. **Annex F:** Financial Proposal;

1.3.7. **Annex G:** Technical Proposal;

1.3.8. **Annex H:** Distributor's Declaration;

1.3.9. **Annex I:** Agreement on Minimum Cybersecurity Requirements.

1.4. Order of precedence. In the event of any discrepancy or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply:

(a) this Agreement document (body text);

(b) the Procurement Procedure documents (including the Technical Specification);

(c) all other Annexes of the Agreement;

(d) clarifications to the Financial Proposal;

(e) the Financial Proposal and the Technical Proposal.

2. SUBJECT MATTER

2.1. Supply of the Products. The Distributor undertakes to supply to the Customer and the Implementing Bodies the Products as well as ensure additional activities and the Services under the terms of this Agreement, the Software Agreement and the Services Agreement.

2.2. Co-operation. The Parties shall cooperate with one another to fulfil their respective obligations under this Agreement. Parties shall endeavor to maintain good working relationships among all key personnel engaged towards fulfilment of the Agreement.

2.3. Agreement Period. The Agreement is effective from its mutual signing by the Parties and ending on 30 September 2030 (last day of the License Period).

2.4. Independence. Notwithstanding that the Customer acts as a Central Purchasing Body for the Implementing Body, each Party is fully and independently responsible for the diligent performance of its separate obligations under the Agreement and the respective Order, save to extent this Agreement explicitly provides otherwise.

3. PRODUCTS AND LICENSING

3.1. License. The Distributor grants to the Customer and the Implementing Bodies, which have ordered the Products in accordance with the terms of this Agreement, a non-exclusive, non-transferable, non-sublicensable, world-wide rights to use the Products. The use of the Products is subject to the Software Agreement (which includes, but is not limited to, additional grants and restrictions on use) and the Services Agreement (the "License"). The Products will be used exclusively for the purposes of the Global Project and will primarily be used by the users located in Estonia, Latvia, or Lithuania (can also be used by the users working on the Global Project, but permanently or temporarily located in other countries).

3.2. License Period. The License is valid for a period of 1 (one) year commencing on 1st of October and ending on 30th of September of the calendar year (the "License Year"). The ordered License is granted to the Customer or the respective Implementing Body starting from a Commencement Date and it is valid until end of the particular License Year (the "License Period"). The Customer may unilaterally extend the License Period on the same terms and conditions as set out in the Agreement, each extension being for a License Year.

All the extensions mentioned in this Clause 3.2. shall be directly connected to the Customer's and the Implementing Body's needs and Global Project implementation life-cycle, i.e., the License Period may be prolonged only as long as the Global Project implementation is ongoing and there is a necessity for use of the Products.

3.3. Ordering the Main Scope. To order the Main Scope Products indicated in *Table 1 in Annex 1 of the Annex E:Technical Specification* the Customer sends the Order in e-mail to the Distributor's Representative informing about the number of Products the Customer or the Implementing Body wishes to order. Within 5 (five) business days following such e-mail by the Customer, the Distributor ensures the Customer or the Implementing Body access to the ordered Products (the "Commencement Date").

3.4. Ordering the Optional Scope. To order the Optional Scope the Customer sends an e-mail to the Distributor's Representative informing about the number of the Products and/ or the Services the Customer or the Implementing Body wish to order. Following such e-mail of the Customer, the Parties sign amendments to the Agreement on the Variations in accordance with Chapter 10. Within 5 (five) business days following signing the Variations, the Distributor ensures the Customer or the Implementing Body access to the ordered Optional Scope or starts to render the Services.

3.5. No Guaranteed Optional Scope. The Customer may order to the Distributor to deliver any optional scope Products or the Services as per Clause 3.4. and in accordance with Chapter 10 of this Agreement. However, the Agreement does not impose an obligation on the Customer or the Implementing Bodies to order from the Distributor the Optional Scope, nor does it guarantee that all or any part of the Optional Scope shall be ordered.

3.6. Administration of the Agreement. Except where the Customer instructs the Distributor otherwise, the Customer shall act as the sole Agreement administration body and sole representative of the Implementing Bodies and any other stakeholders with regards to the Distributor and shall be the sole addressee and contact person for the Distributor concerning all and any Agreement relating matters, including, without limitation, handling of any communication, ordering the Products and the Services and, more generally, coordinating and completely administrating overall performance of the Agreement. For clarity, unless otherwise provided in the Agreement or requested by the Customer, the Distributor shall not be entitled to accept orders, request information and/or documents, etc. under the Agreement directly from/to the Implementing Bodies and from/to any other stakeholder involved in the Project implementation.

4. DELIVERY, ACCEPTANCE, AND DEPLOYMENT

4.1. Availability of Products. Immediately after the Signing Date and throughout the Agreement Term:

(a) the Products shall be available to the Customer for ordering and to the Customer or the Implementing Body for downloading, installation, use and operation as envisaged under the Agreement;

(b) the delivery of updates/new versions of the Products shall be made in the same manner.

4.2. Acceptance. The Parties agree that the availability of the Products and completion of the Services will be confirmed by mutual signing of the Acceptance Deed by the Distributor and the Representative of the Customer or the respective Implementing Body's Representative as stated in Clause 11.5. Such Acceptance Deed shall be signed within 10 (ten) business days after the Commencement Date. The Customer or the respective Implementing Body shall sign the Acceptance Deed only if the Products made available to it or the Services rendered to it comply with Technical Specification and the Financial Proposal, the Customer or the respective Implementing Body has received a source code from the Distributor after the provision of the Services and the Customer or the respective Implementing Body does not have objections against the quality of the delivered Products. No deeds of acceptance are required with respect to downloading, installation, etc. of each separate Product. The signing of the Acceptance Deed does not exempt the Customer or the Implementing Body from reporting any non-conformities or deficiencies in the Products that have become apparent later and which must be rectified by the Distributor.

4.3. Refusal to sign the Acceptance Deed. In case the Customer or the respective Implementing Body refuses to sign the Acceptance Deed, such refusal shall be made in writing within ten (10) business days from the Commencement Date and shall be duly reasoned. The refusal shall include a detailed list of the identified non-conformities or defects, with reference to the relevant provisions of the Agreement and/or the Technical Specification, to the extent enabling the Distributor to remedy such non-conformities or defects.

4.4. No prejudice. Signing of the Acceptance Deed and/or payment of the Fee by the Customer or the respective Implementing Body is without prejudice to the rights of the Customer or the Implementing Bodies under the Agreement, the Software Agreement and the Services Agreement.

5. MAINTENANCE

5.1. Availability. The Distributor undertakes to provide constantly available maintenance, support and post-implementation services to the Customer and the Implementing Bodies by e-mail, phone and online during the License Period. The Distributor shall aim to respond to a request within 1 (one) business day after the request is filed.

5.2. Scope. The Products will receive the maintenance as specified in this Agreement and in the Services Agreement.

6. FEE AND PAYMENTS

6.1. Total Value. The total value of the Products provided under the Agreement is **EUR 297 639,85** (two hundred ninety-seven thousand six hundred thirty-nine euro and 85 cents), VAT not included. For the avoidance of doubt, initially the total value of the Agreement does not include Optional Scope which may be ordered separately.

6.2. Jama License Fee. The Customer and the Implementing Bodies undertake to pay to the Distributor a fee payment made as advance payments after the Parties have signed the respective Acceptance Deed (the

"Fee") in consideration of the Products during the License Period, the Maintenance, as well as other obligations of the Distributor under the Agreement, the Software Agreement and the Services Agreement.

6.3. Discount to the Jama License Fee. The Distributor grants a discount based on the total number of Licenses purchased with the single Order. Each Order of the Licenses is evaluated separately and following discount is granted:

6.3.1. For Order of 101 to 200 licenses: 5% discount is applied to the License Fee stated in *Annex F: Financial Proposal*.

6.3.2. For Order of 201 to 400 licenses: 10% discount is applied to the License Fee stated in *Annex F: Financial Proposal*.

6.3.3. For Order of 401 licenses and above: 18% discount is applied to the License Fee stated in *Annex F: Financial Proposal*.

6.4. Payments. The Fee payments will be made as advance payments by the Customer or the respective Implementing Body after the Parties have signed the respective Acceptance Deed, subject to the following:

6.4.1. in the first year after the Commencement Date, the License Fee shall be paid after the Product is delivered and accepted by the Customer or the respective Implementing Body, i.e., after the Parties have signed the respective Acceptance Deed. The amount of the License Fee will be calculated in accordance with the procedure set out in Clause 6.4. Following 10 (ten) business days the signed Acceptance Deed the Distributor issues the respective invoice to the Customer or the respective Implementing Body.

6.4.2. in the following years the License Fee will be paid after the Commencement Date and after the Parties have signed the Acceptance Deed regarding the scope of the License in the respective year as provided in Clause 4.2. The amount of the payment will be calculated by considering information on Products the Customer or the Implementing Body has ordered, pricing set out in *Annex F: Financial Proposal* with the applied discount in accordance with Clause 6.3.;

6.4.3. the Services from the Optional Scope shall be compensated by the Customer or the respective Implementing Body to the Distributor based on Service rates and hourly rates as set under *Annex F: Financial Proposal*.

6.5. License Fee Calculations. Once the License is ordered after commencement of the License Year, the License Fee is calculated on pro-rata basis in full calendar months from the Commencement Date month until end of the License Year. The amount of the License Fee payable shall be calculated according to the following formula:

$$\text{Part of the License Fee payable for the 1}^{\text{st}}\text{ year} = \frac{\text{Annual License Fee}}{\text{12 months}} \times \text{Number of months remaining until the end of License Year}$$

When the License is ordered for a period exceeding 1 (one) year, unit price applicable in the first License Year as per *Annex F: Financial Proposal* shall be applied for each License Year of the order.

6.6. VAT. The Fee excludes value added tax ("VAT") that will be charged at the rate applicable by the Applicable Laws at the time of invoicing.

6.7. No payments to Jama. For the avoidance of doubt, the Customer and the Implementing Bodies shall be under no obligation to make any payments to Jama, and the Fee covers all financial obligations (other than as a result of any claims for damages) of the Customer and the Implementing Bodies towards Jama and the Distributor pursuant to the Agreement, the Software Agreement and the Services Agreement.

6.8. All-inclusive. The Fee is the all-inclusive consideration for the Products, the License during the License Period, the Maintenance, as well as other obligations of the Distributor and Jama under the Agreement, the Software Agreement and the Services Agreement, except Optional Scope which may be ordered separately by the Customer and/or the Implementing Bodies. The Fee includes reimbursement of all and any expenditure incurred by the Distributor or Jama toward performance of any steps, actions or measures contemplated in accordance with this Agreement, the Software Agreement and the Services Agreement. The Distributor agrees and acknowledges that it shall have no right to request reimbursement by the Customer and the Implementing Bodies of any additional expenditure whatsoever as may have been incurred by the Distributor towards fulfilment of the Agreement unless reimbursement of such additional expenditure has been explicitly agreed between the Parties in writing. Any expenditure not expressly authorized in writing shall be deemed included in the agreed Fee and shall be borne exclusively by the Distributor.

6.9. Compliance with tax obligations. It is acknowledged and agreed by the Parties that the Fee shall include all taxes and duties payable by the Distributor or Jama in relation to the Agreement, the Software Agreement and the Services Agreement. The Distributor shall, at the sole cost and expense of the Distributor, comply with the obligations to pay all taxes and duties in relation to the Agreement, the Software Agreement and the Services Agreement.

6.10. Payments, costs, and commissions. Payment of the Distributor's invoices will be made in euro by bank transfer within 30 (thirty) days after issuance of invoice. Each Party shall bear its own costs, fees, commissions and expenses incurred in connection with the transfer of any funds under this Agreement to the other Party.

6.11. Invoice details. The Distributor's invoices shall contain the following details:

Distributor:	SIA "AA Projekts"
Registration No:	**40003572522**
VAT payer's No or indication that the Distributor is not a VAT payer:	LV40003572522
Legal address, city, Zip code, country:	Dzirnavu Street 72 – 2, Riga, LV - 1050
Legal name of Bank:	AS "SEB banka"
Bank SWIFT Code:	UNLALV2X
Bank Account No IBAN:	LV55UNLA0050000772854
The Customer's VAT No:	Please see Tax reg.No. below.
Subject:	For provided services according to the Agreement No.
Specific information for the Customer:	Please see Specific information below (if any)

	RBR	**Implementing Body in Estonia**	**Implementing Body in Latvia**	**Implementing Body in Lithuania**
Company name	RB Rail AS	RAIL BALTIC ESTONIA OÜ	Eiropas Dzelzceļa līnijas SIA	AB "LTG Infra"
Registration No.	40103845025	12734109	40103836785	305202934
Tax reg.No.	LV40103845025	EE101954107	LV40103836785	LT100012666211
Legal address	Satekles iela 2B, Riga, LV-1050, Latvia	Harju maakond, Kesklinna linnaosa, Veskiposti tn 2/1, 10138, Tallinn, Estonia	E.Benjamiņas iela 3, Riga, Latvia	Geležinkelio g. 2, Vilnius, LT-02100, Lithuania
Bank Account No.	[CONFIDENTIAL] [CONFIDENTIAL]	[CONFIDENTIAL] [CONFIDENTIAL]	[CONFIDENTIAL] [CONFIDENTIAL]	[CONFIDENTIAL] [CONFIDENTIAL]
SWIFT code:	[CONFIDENTIAL]	[CONFIDENTIAL]	[CONFIDENTIAL]	[CONFIDENTIAL]
E-mail	info@railbaltica.org	arved@rbe.ee	edzl@edzl.lv	info@ltginfra.lt
Specific information:	Project 101122611 — 22-EU-TG-RBGP Part VIII G; 101230018 — 24-EU-TC-RBGP Part			

X C; Contract
Manager:
[CONFIDENTIAL]

6.12. Invoicing. The Distributor shall send the invoice to the Customer or the respective Implementing Body receiving Products or Services electronically to the following e-mail address: invoices@railbaltica.org for the Customer; arved@rbe.ee for the Implementing Body in Estonia; edzl@edzl.lv for the Implementing Body in Latvia and invoices to the Implementing Body of Lithuania are to be issued via SABIS* platform or by the means of an electronic invoice issued in accordance with the European standard for electronic invoicing.

7. DISTRIBUTOR'S OTHER OBLIGATIONS AND COVENANTS

7.1. Standard of performance. Without prejudice to the requirements prescribed elsewhere under the Agreement, the Distributor shall:

(a) ensure that the Distributor's obligations are fulfilled in accordance with (i) the Agreement and the specifications and requirements contained in the Procurement Regulations, including the Technical Specification, (ii) the Applicable Laws, (iii) reasonable requirements of the Customer, and (iv) to the extent not being contrary to any of the above, the terms and conditions contained in the Financial Proposal;

(b) to deliver the Products in a workmanlike and professional manner;

(c) The Distributor must ensure that during the performance of the Agreement, the Distributor and its sub-contractors or other third parties engaged for the performance of the Agreement or employees of these entities (natural persons) and the services, products or works provided by these entities will not pose a threat to the national security of any of the Implementing Bodies. Threats to national security are established by the local legal acts of the Implementing Body applicable at the time of assessment. Also, at any time during the performance of the Agreement, upon request of the Customer or the Implementing Body, the Distributor must provide supporting documents regarding the compliance of the Distributor, subcontractors engaged or intended to be engaged, economic entities whose capabilities are relied upon, persons or services provided and persons providing them with national security requirements.

7.2. Maintenance of records. During the term of the Agreement and for a period of 10 (ten) years from expiration or termination of this Agreement for any reason whatsoever, the Distributor shall keep and maintain clear, adequate, and accurate records and documentation evidencing, to the reasonable satisfaction of the Customer and the Implementing Bodies, fulfilment of the obligations under the Agreement. In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained until the final resolution of the matter, regardless of the standard retention period.

7.3. Access to documentation. At all times during the term of the Agreement, the Customer shall have access to all documentation related to the fulfilment of this Agreement. This access shall be continuing and survive the termination of this Agreement for either cause or convenience. The documentation shall be kept accessible in a generally recognized format for a period of 10 (ten) years from the date of expiration or termination of this Agreement. All records forming part of such documentation shall be available to the Customer' auditor, or expert appointed by the Customer during the abovementioned period of time.

7.4. Subcontracting.

7.4.1. The Distributor has the right to hire a sub-contractor (the "Sub-Contractor") if such is indicated in the Distributor's Proposal for the delivery of the Products subject to the conditions described below.

7.4.2. The Distributor undertakes to reflect the same terms and conditions as in this Agreement into the sub-contract agreement with the Sub-Contractor.

7.4.3. The Distributor and the Sub-Contractor must be entities which are compliant with the requirements of the GDPR[2] , the Information Security Directive[3] and the applicable national legal acts in the field of personal data protection and information security.

7.4.4. Appointment or replacement of each Sub-Contractor and any agreement made in that respect between the Distributor and a Sub-Contractor is subject to the Customer's prior written approval.

7.4.5. The Distributor remains liable for the performance of this Agreement and has an obligation to ensure that any Sub-Contractor adheres to the applicable provisions of this Agreement.

7.4.6. The Sub-Contractor must be able to meet the same data processing and information security requirements as the Distributor.

7.4.7. If the Distributor wants to replace the Sub-Contractor, the Distributor submits a prior written application to the Customer. The application must be accompanied by information and documents proving that the proposed Sub-Contractor meets the requirements of the Agreement.

7.4.8. The Customer refuses sub-contracting of such company if the potential Sub-Contractor does not meet the requirements of the Agreement or its staff does not meet the same professional qualification and experience as the staff evaluated during the tender process.

7.4.9. The Customer refuses sub-contracting of the company, if the initial indication of the proposed Sub-Contractor in the offer would have influenced the selection of the tender in accordance with the tender evaluation criteria specified in the procurement documents.

7.5. Replacement of the Sub-Contractor or the Representative. The Sub-Contractor indicated in the Distributor's Proposal may only be replaced with a prior approval of the Customer. The Customer will adopt a decision to allow or refuse replacement of the Sub-Contractor as soon as possible, but not later than within 7 (seven) business days after receiving all the information and documents necessary for making the decision. The Customer refuses to replace the Sub-Contractor if:

(a) the proposed Sub-Contractor does not meet qualification criteria set out in the procurement procedure;

(b) the existing Sub-Contractor has the qualities, which the Distributor has relied on in order to prove its own conformity with the requirements of the Agreement and the procurement procedure documents, and the proposed Sub-Contractor does not have at least the same qualification as the previous Sub-Contractor, or if the proposed Sub-Contractor meets the exclusion criteria set out in the procurement procedure;

(c) the proposed Sub-Contractor whose value of work is at least 10% of the total value of the Agreement meets the exclusion criteria set out in the procurement procedure;

(d) the change of the Sub-Contractor would affect the selection of the tender in accordance with the tender evaluation criteria specified in the procurement procedure.

7.6. Security clearance requirements. The Distributor shall not involve in the performance of the Agreement a person convicted of an intentional criminal offense (employees, sub-contractors and/or any other person and personnel), regardless of the criminal record having been set aside or extinguished, and/or a person of whom there are known facts that give grounds to doubt his or her ability to retain restricted access and/or classified information, as well as a person who has or may have a conflict of interest by involving him in the performance of the obligations under this Agreement. In this respect:

7.6.1. At the Customer's request, the Distributor shall submit to the Customer a statement (certificate) from the relevant state penalty register regarding the criminal record of the natural person who will be involved in the performance of the Agreement.

7.6.2. To assess the compliance of the natural person whom the Distributor intends to involve in the performance of the Agreement with the requirements specified in this Clause 7.6, the Customer has the right to organize an additional security compliance check.

[2] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

[3] Directive (EU) 2016/1148 of the European Parliament and of the Council of 6 July 2016 concerning measures for a high common level of security of network and information systems across the Union.

7.6.3. The Distributor undertakes to inform the natural person involved in the performance of the Agreement about the processing of personal data performed by the Customer when organizing a security compliance check.

7.6.4. The Distributor shall submit to the Customer in writing at least 10 (ten) business days prior to the involvement of any natural person in the performance of the Agreement the following information of the person: name, surname, personal identification code (or equivalent personal identification information), place of birth, position, Customer name (in case involved staff of sub-Distributors), the country from which the person comes. At the Customer's request, the Distributor shall also submit a brief description of the role and responsibilities of the natural person in the performance of the Agreement.

7.6.5. The Customer has the right, at its own discretion, to prohibit a natural person specified by the Distributor from performing tasks related to the performance of the Agreement by notifying the Distributor thereof in writing if the requirements referred to in this section of the Agreement are not complied with. The Parties agree that such decision of the Customer is incontestable.

7.6.6. If the Customer prohibits a natural person specified by the Distributor from performing the tasks related to the performance of the Agreement, the Distributor shall replace this natural person with another natural person by notifying the Customer in accordance with the procedure laid down in Clause 7.6.4.

7.6.7. If the Distributor cannot replace a natural person or if its replacement would cause disproportionately high expenses to the Distributor, the Distributor shall immediately provide the Customer with a motivated explanation and the Parties shall try to agree on possible conditions and procedures in which this natural person may perform tasks related to the performance of the Agreement.

7.6.8. The Distributor shall take all necessary actions and measures in a timely manner to ensure that a natural person is not involved in the performance of the Agreement or the involvement is immediately terminated if the natural person does not comply with this Clause 7.6, otherwise creates or may create security risks for the Customer, incl. risks to the Customer's information systems, information or data, as well as risks to the Customer's reputation or operations.

7.6.9. The Distributor is obliged to:

(a) ensure that a natural person who does not comply with the security clearance requirements is not involved in the performance of the Agreement;

(b) immediately replace a natural person who does not comply with the security clearance requirements in accordance with the provisions of this Agreement (and/or with the requirements of the Applicable Laws);

(c) observe and not contest the Customer's written instructions and decisions in accordance with this Clause 7.6;

(d) provide the Customer with all the necessary information and support related to the necessity to replace a natural person.

7.6.10. In any case, the Distributor shall immediately notify the Customer in writing of any situation that has arisen before the start and during the performance of the Agreement, as a result of which there is or may be a risk of involving a natural person who does not comply with the security clearance requirements under this Clause 7.6, as well as notify the Customer in writing of the replacement of such natural person involved in the performance of the Agreement.

7.6.11. If the Distributor violates the conditions referred to in this Clause 7.6 and/or disregards the Customer's instructions regarding security clearance requirements, then it constitutes a material breach of the Agreement and a ground for the Customer to immediately terminate the Agreement.

7.7. <u>Cybersecurity requirements</u>. The Distributor, Jama and the Sub-Contractor shall be compliant with the Minimum Requirements of the National Cybersecurity requirements in accordance with *Annex I: the Agreement on Minimum Cybersecurity Requirements* concluded by the Parties.

8. CUSTOMER'S OTHER OBLIGATIONS AND COVENANTS

8.1. Supply of information. Unless otherwise provided under this Agreement, the Customer shall, in a timely manner, provide to the Distributor any information as may reasonably be requested by the Distributor for the purposes of the Agreement, provided that the Customer is in possession of such information.

8.2. Decisions. On all matters properly referred to it in writing by the Distributor, the Customer shall give its decision in writing so as not to delay the fulfilment of the Agreement and within a reasonable time.

9. REPRESENTATIONS AND WARRANTIES

9.1. Certain representations and warranties of the Parties. Each Party represents and warrants to the other Party, as of the Signing Date, as follows:

(a) it has full power to enter and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter such agreement.

(b) it has read this Agreement, understands it and agrees to be bound by it.

(c) it has entered into this Agreement with the aim of attaining all the objectives and performing in all material respects all of the obligations and commitments herein set forth.

(d) it has entered into this Agreement without having any intention or goal whatsoever to violate the Applicable Laws, its own articles of association, other constitutional documents, laws or agreements of any kind to which it is a party to.

(e) it is not bankrupt and is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, it is not in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws of the country where it is registered and submits its tax accounts; and

(f) it has entered into this Agreement of its own volition and in good faith.

9.2. Certain representations and warranties of the Distributor. The Distributor represents and warrants to the Customer and the Implementing Bodies, as of the Signing Date, as follows:

(a) it has all requisite qualification, skills and competence to perform the Agreement on the terms and conditions of this Agreement.

(b) it will assign competent and duly qualified personnel for the purposes of fulfilment of the Agreement.

(c) it has been registered as a VAT payer in Latvia.

(d) it is compliant with all of the requirements of the Distributor's Declaration and will continue to be compliant with all such requirements during the term of this Agreement.

(e) the Distributor is and during the License Term will be authorized by to distribute Jama product licenses and provide technical support.

10. VARIATIONS

10.1. Variations. Notwithstanding any provisions in this Agreement to the contrary, whenever the Customer and/or the Implementing Body or the Distributor reasonably consider that a variation to the Agreement (the "Variations") is necessary, the Customer and the Distributor shall negotiate in good faith on the terms of the intended Variations. For the avoidance of doubt, no Variation shall be effective unless and until concluded in writing by the Parties.

10.2. Scope of Variations. For the purpose of the Agreement, and at any time within the supply of the Products and provision of the Services under the Agreement, as the case may be, the Variations may be concluded in respect of:

10.2.1. Ordering the Optional Scope foreseen in the Agreement for the value not exceeding EUR 3 200 000 (three million two hundred thousand euro), VAT not included, within the Agreement validity time.

10.2.2. Amendments to the Technical Specification, as required to comply with changes in Applicable Laws, including but not limited to regulatory or legal adjustments occurring after the Signing Date.

10.2.3. Omission of part of the Main Scope Products, but only where such Products are no longer required by the Customer or the Implementing Body, as explicitly confirmed in writing by the Customer, and the resulting decrease does not exceed 50% of the Remuneration;

10.2.4. Any other Variations permitted under Public Procurement Law of Latvia.

10.2.5. Any other changes stipulated in the Agreement (including in the Annexes).

10.3. Limitations to Variations. Any Variations to the Agreement may be made only in compliance with Section 61 of the Public Procurement Law. In case of Variations due to custom duties applied to the Products or due to reasons which the Customer could not foresee in advance, the total value of the Agreement may not change by more than the maximum amount permitted under the Applicable Laws.

10.4. Variations' Fee. The Fee as a result of the Variations, if any, shall be calculated considering the fees under the Technical Specification, the Financial Proposal and the applied custom duties.

11. COMMUNICATION

11.1. Main principles. Communication under the Agreement (e.g., information, requests, submissions, formal notifications, etc.) must:

(a) Be made between the Distributor and the Customer.

(b) be carried out in English.

(c) be made in writing (including electronic form).

(d) be primarily carried out between the Representatives as specified in Clause 11.4. or otherwise notified to each other.

(e) bear the Agreement's number.

11.2. Presumption of receipt. Notices, declarations, invoices etc. shall be deemed received:

(a) if delivered by hand, on the first (1) business day following the delivery day.

(b) if sent by post, on the fifth (5) business day after the date of posting.

(c) if sent by e-mail, the same business day if sent prior to 17:00 o'clock and the next business day if sent after 17:00 o'clock (Eastern European Time); communication by e-mail is deemed made when it is sent by the sending Party to the receiving Party, unless the sending Party receives a message of non-delivery.

11.3. Exchange over internet. For the purposes of the performance of the Agreement, the Parties agree that information may be exchanged electronically over the internet, always complying with the IT security requirements, if any, determined by the Customer.

11.4. Representatives. The Customer (representing also the Implementing Bodies) and the Distributor shall appoint an officer, employee or individual to serve as its representative and point of contact towards the implementation of the Agreement (including signing of the Acceptance Deed), with full authority to act on its behalf in connection with this Agreement, without the right to conclude amendments to the Agreement (the "Representative"). Any restriction placed by either Party on its Representative's authority shall be notified to the other Party in writing to be effective. The Representatives may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated. Each Party may replace or remove any Representative by notifying in writing the other Party immediately, but not later than 1 (one) business day after the replacement or the removal of the respective Representative. The initial Representatives are:

(a) the authorized representative(s) of the Customer for the Agreement fulfilment issues and procedures:

[CONFIDENTIAL].

(b) the authorized representative(s) of the Distributor for the Agreement fulfilment issues and procedures:

[CONFIDENTIAL].

11.5. The Implementing Body's Representatives to sign the Acceptance Deeds are:

(a) For the Implementing Body of Estonia:

[CONFIDENTIAL];

(b) For the Implementing Body of Latvia:

[CONFIDENTIAL];

(c) For the Implementing Body of Lithuania:

[CONFIDENTIAL].

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Rights of Use. The Customer and the Implementing Bodies have the rights to use the Products in accordance with the Agreement, the Software Agreement and the Services Agreement.

12.2. Prevention of Infringement. The Customer and the Implementing Bodies shall prevent any infringement of Jama's intellectual property rights in the Products and will promptly report to the Distributor any such infringement that comes to its attention. In particular, the Customer and the Implementing Bodies:

(a) will ensure that each user, before starting to use the Product, is made aware that it is proprietary to Jama and that it can only be used in accordance with this Agreement, the Software Agreement and the Services Agreement.

(b) has the right to permit the third parties with whom the Customer or the Implementing Bodies have concluded the cooperation agreements on implementation of the Global Project (including but not limited to the Implementing Bodies of Rail Baltica Global Project, the beneficiaries of the Rail Baltica Global Project and the contractors involved in the designing or construction of the railway line for the Rail Baltica Global Project) to have access to the Products without the prior written consent of the Distributor or Jama, always provided that the access by such third parties is used exclusively for the purposes of the Global Project.

12.3. Third Party Rights. The Distributor ensures that the intellectual property rights to the Products are duly owned (or licensed, or assigned, or held on any other valid legal basis) by Jama, and the use of the Products by the Customer and the Implementing Bodies in the way described in this Agreement, the Software Agreement and the Services Agreement will not harm any third party intellectual property rights.

12.4. Intellectual Property Created as a Result of this Agreement. Intellectual property that shall be created by Jama in the provision of the Services under the Agreement, shall not be transferred by the Distributor to the third parties without the prior written consent of the Customer or the respective Implementing Body, provided that such intellectual property is fully paid by the Customer or the respective Implementing Body.

The Distributor shall be deemed (by signing the Agreement) to give to the Customer or the respective Implementing Body a worldwide, non-terminable, transferable, exclusive and royalty-free licence to copy, reproduce, reprographically reproduce, use, translate and communicate to the public documents created by Jama in provision of the Services, as well as to adapt, alter, include in chrestomathies, translate, compile and include in the collections these documents for the Customer's internal and private use, without the right to communicate the adapted, altered or compiled Jama's documents to the public or issuing license to third persons. Internal and private use by the Customer or the Implementing Body of Jama´s documents shall mean that the Jama's documents can be adapted, changed, altered, compiled, etc., that Jama's documents can be used and communicated to the Customer, Implementing Body, its personnel, beneficiaries, or any other third party designated by the Customer or the Implementing Body (as applicable) for the benefit of the Global Project.

12.5. Indemnity. The Distributor shall defend, hold harmless and indemnify the Customer and the Implementing Bodies from all third party claims and related costs (including without limitation reasonable attorneys' fees and costs) resulting from any claims or potentially unlawful use of third party intellectual property, which is the result of misleading or incomplete information provided by the Distributor, or which are in any way connected with the actions or omissions of the Distributor or Jama, unless conditions included in the Software Agreement and the Services Agreement provide stricter requirements.

13. TERM, TERMINATION AND SUSPENSION

13.1. Entry into force and expiry. The Agreement enters into force when signed by the Parties and expires once the Parties have fulfilled their contractual obligations arising out of this Agreement, unless terminated earlier pursuant to the provisions of the Agreement. Expiry or termination of this Agreement shall automatically mean expiry or termination of the Software Agreement and the Services Agreement to the extent not provided otherwise by the Software Agreement and the Services Agreement.

13.2. Right to terminate without a reason. The Customer and/or the Implementing Bodies may terminate this Agreement by submitting a 3 (three) months prior written notice to the Distributor. For avoidance of doubt, in this case the Customer or the Implementing Body is not obliged to pay contractual or any other penalty, damages or compensation to the Distributor.

13.3. Termination due to breach. Any Party may terminate this Agreement by submitting a written notice to the other Party at least 30 days in advance:

13.3.1. if the other Party commits a material breach of any of the terms of this Agreement, the Software Agreement or the Services Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given by the suffering Party requiring the remedy;

13.3.2. if liquidation, bankruptcy, insolvency, or legal protection proceedings have been initiated against the other Party or if the other Party itself has filed for liquidation, bankruptcy, insolvency or legal protection proceedings.

13.4. Customer's and Implementing Bodies' additional rights to terminate. The Customer or the Implementing Body may terminate this Agreement with immediate effect by submitting a relevant written notice to the Distributor:

13.4.1. if the Distributor, Jama or the Sub-Contractor fails to meet any requirements set out for the data processing within the European Union, in the Agreement, or in any applicable law;

13.4.2. if by the third party's decision the Connecting Europe Facility (CEF) co-financing of the Agreement becomes unavailable to the Customer fully or partly;

13.4.3. if international or national sanctions, or substantial sanctions by a Member State of the European Union or the North Atlantic Treaty Organization affecting the financial and capital market interests have been imposed on the Distributor, Jama or any Sub-Contractor;

13.4.4. if major interface or functionality changes are made with respect to any of the Products or any of the Products seize to be available or supported;

13.4.5. in the cases specifically indicated in Article 64 of the Public Procurement Law of the Republic of Latvia.

13.5. Consequences of termination. Upon expiration or termination of this Agreement, the obligations of the Parties set forth in this Agreement shall cease, except:

13.5.1. where the Agreement is terminated prior to the expiry of the License Period the Customer will be entitled to continue the use of the Products for the period for which the Fee has been pre-paid, namely if the Agreement is terminated after the License Fee under Clause 6.4. is paid, the Customer shall be entitled to continue using the Products until expiry of the License Period;

13.5.2. such termination or expiration shall be without prejudice to the Customer's or the Implementing Body's rights to extract its data from Jama platform and from the cloud storage and obtain the audit history trail from the Jama platform in commonly recognized format(s), and the Distributor: (a) shall not prevent or disturb the Customer in any way within the process of the extraction of the aforementioned data; (b) shall ensure the possibility of the extraction of the data in an unencrypted, compatible and interoperable manner for at least 90 (ninety) day period or shall provide all the information created and stored within Agreement time on encrypted External Hard Drive; (c) to the extent reasonably necessary, shall assist with archiving, data migration, etc., including ensuring compliance with the Applicable Laws; (d) upon Customer's written request shall immediately erase all data from Jama platform and from the cloud storage. All the above is deemed to have been already included in the Jama License Fee previously paid, for such reason no additional fees can be charged for the fulfilment of these obligations;

13.5.3. the provisions stipulated in Clauses 7.2., 7.3., Sections 14, 16, 17, 18, 19 of the Agreement which shall survive the termination or expiry of this Agreement/License Period and continue in full force and effect along with any other Clauses of or Annexes hereof which are necessary to give effect to the Clauses specifically identified in this Clause;

13.6. if the Customer or the Implementing Body has unilaterally terminated the Agreement or License due to non-fulfilment or breach of the obligations undertaken in the Agreement by the Distributor, the Customer or the Implementing Body has the right: (a) to request a refund of the License Fee paid in a given year; (b) to request damages and contractual penalties within the limits set out in Clauses 14 of the Agreement; (d) not to pay for other Services that have not been completed by the time a relevant written termination notice is submitted. No prejudice to other rights. The right to terminate this Agreement shall be without prejudice to any other right of either Party which has accrued prior to or as a result of such termination or to any remedy available to either Party under the terms of this Agreement or in accordance with the Applicable Laws.

14. LIABILITY

14.1. Damages. Each Party shall be liable for the damages caused to the other. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall any Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements or any indirect or consequential loss arising out of or in connection with this Agreement. Liability limitations with respect to the License and the Products are prescribed under the Software Agreement and the Services Agreement.

14.2. Contractual penalties. In the event of failure by:

14.2.1. the Distributor to meet any of the set deadlines related to the Services agreed by the Parties under the Agreement, the Customer or the respective Implementing Body shall be entitled to claim from the Distributor a contractual penalty in the amount of 0.1% (zero point one percent) from the total amount of the Order for each day of delay, provided that the total amount of the contractual penalty payable by the Distributor under this Clause shall not exceed 10% (ten percent) of the total amount of the Order;

14.2.2. the Customer or the respective Implementing Body to pay any amount in accordance with Section 6 the Distributor shall be entitled to claim from the Customer or the respective Implementing Body a contractual penalty in the amount of 0.1% (zero point one percent) from the delayed amount for each day of delay, provided that the total amount of such contractual penalty payable by the Customer or the respective Implementing Body under this Clause 14.2.2 shall not exceed 10% (ten percent) of the delayed amount.

14.3. No Release. Payment of any contractual penalty under the Agreement does not release the respective Party from fulfilment of its obligations (including, does not release from the obligation to compensate Damages).

14.4. Separate Liability. Each Party has a separate liability for its own breach of its respective obligations under the Agreement.

14.5. Attribution of Damages. Any damages suffered by either Party shall, for the purposes of Clause 14.1. of the Agreement, be reduced to the extent that the damages are caused by or contributed to by the other Party's own negligence or breach of its obligations under this Agreement.

14.6. Limitation of Liability. Notwithstanding anything to the contrary set forth in this Agreement, the total liability of each Party under this Agreement shall in no circumstances exceed the Total Value.

15. FORCE MAJEURE

15.1. Effects of Force Majeure Event. Subject to the requirements set forth in accordance with Clauses 15.2 and 15.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event.

15.2. Action on becoming aware of Force Majeure Event. Each Party shall at all times, following the occurrence of a Force Majeure Event:

(a) take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and

(b) not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 15.2(a).

15.3. Notification requirements. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Parties as soon as reasonably practicable and in any event within 10 (ten) business days of it becoming aware of the relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 15.2 and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Parties with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.

15.4. Notification of resumed performance. The affected Party shall notify the other Parties as soon as practicable once the performance of its affected obligations can be resumed (performance to continue upon the terms existing immediately prior to the occurrence of the Force Majeure Event).

15.5. Mitigation of effects of Force Majeure Event. As soon as practicable after the notification specified pursuant to Clause 15.3, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to obligations under the Agreement to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

16. CONFIDENTIALITY

16.1. Confidential Information. "Confidential Information" means, in relation to the Customer and the Implementing Bodies, all information of a confidential nature relating to the Customer or the Implementing Bodies and its affiliates which is supplied by the Customer or the Implementing Bodies (whether before or after the date of this Agreement) to the Distributor, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:

(a) the Customer and the Implementing Bodies confirmation in writing is not required to be treated as confidential; or

(b) the Distributor can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Customer or the Implementing Body and was not previously acquired by the Distributor from the Customer, the Implementing Bodies or their affiliates under an obligation of confidence; or

(c) was developed by or for the Distributor at any time independently of this Agreement.

16.2. Undertakings with respect to Confidential Information. The Distributor shall:

(a) at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other Person; and

(b) procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any Person any Confidential Information except with the prior written consent of the Customer.

16.3. Permitted disclosure. The Distributor shall, without the prior written consent of the Customer, be entitled to disclose Confidential Information:

(a) that is reasonably required by the Distributor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, agent, officer, Jama, approved Sub-Contractor or adviser to the extent necessary to enable the Distributor to perform its obligations under this Agreement;

(b) to the extent required by the Applicable Laws or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law; or

(c) to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence, provided that any such disclosure is made in good faith.

16.4. Obligations of recipients. Whenever disclosure is permitted to be made pursuant to Clause 16.3(a), the Distributor shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.

16.5. Obligations on termination or expiry of Agreement. If this Agreement is terminated for whatsoever reason or it expires or the Customer so requests, the Distributor shall:

(a) return to the Customer all of the Confidential Information then within the possession or control of the Distributor; or

(b) destroy such Confidential Information using a secure and confidential method of destruction.

16.6. No press release. Save as required by the Applicable Laws, the Distributor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Customer or the Implementing Body (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.

16.7. Remedies. The Parties acknowledge and agree that a breach of the provisions of this Section 16 may cause the owner of Confidential Information to suffer irreparable Damages that could not be adequately remedied by an action at law. Accordingly, the Distributor agrees that the owner of Confidential Information that is disclosed in breach of Clauses 16.2, 16.4 or 16.6 may be entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

17. RIGHT TO AUDIT

17.1. Notwithstanding anything to the contrary set forth in this Agreement, the Customer itself, a reputable outside independent body or expert engaged and authorized by the Customer shall be entitled to inspect and/or audit the Supplier to ensure compliance with the terms of this Agreement.

17.2. Obligation to assist. The Supplier shall provide all reasonable assistance to the Customer, or the independent body authorized by the Customer in carrying out any inspection or audit pursuant to this Section 17. The Customer shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Customer, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Supplier is not compliant with the terms of this Agreement, in which case the Supplier shall reimburse the Customer for all of its additional reasonable costs incurred, provided such non-compliance is material.

17.3. Survival of termination. The rights and obligations of the Customer set forth in accordance with this Section 17 shall survive expiration or termination of this Agreement for any reason and shall continue to apply during the period of 10 (ten) years following expiration or termination of this Agreement for any reason whatsoever.

18. ON-THE-SPOT-VISITS

18.1. Right to perform on-the-spot visits. By submitting a written notice 5 (five) business days in advance, but at the same time reserving the right of an unannounced on-the-spot visits (to the extent relevant for the Agreement) without any advance notice, the Customer may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out. The above mentioned unannounced on-the-spot visits shall not be deemed to include visits to the main data centers and in order to attend such premises the Parties must agree in advance on timing of such visits.

18.2. Personnel involved. On-the-spot visits may be carried out either directly by authorized staff or representatives of the Customer or by any other outside body or third party authorized to do so on behalf of the Customer. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Customer shall ensure that any authorized outside body or third party shall be bound by the same confidentiality obligations.

18.3. Access to the information. The Supplier shall provide to the performer of the on-the-spot visit or any other authorized outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorized staff of the performer of the on-the-spot visit or any other authorized outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorized staff of the performer of the on-the-spot visit or any other authorized outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.

18.4. OLAF checks and inspections. By virtue of "Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities", "Regulation (EU, Euratom) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No

1074/1999” and other legislation and documentation relating to European Union grant awarding and subsequent monitoring processes, the European Commission; the European Anti-Fraud Office; the European Climate, Infrastructure and Environment Executive Agency; the European Court of Auditors and other European Union institutions and bodies might perform checks, reviews, audits and investigations towards the Supplier in case such activities are related to the use of grants awarded.

19. GOVERNING LAW AND RESOLUTION OF DISPUTES

19.1. Governing law. This Agreement shall be governed by and construed in accordance with law of the Republic of Latvia.

19.2. Resolution by amicable means. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement through good faith debate, discussion, and negotiating prior to submitting them to mediation, arbitration, or other legal proceeding.

19.3. Venue for resolution of disputes. Should the Parties fail to settle such disputes, controversies or claims within 2 (two) months by amicable negotiations, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia.

19.4. Language. The Parties hereby represent and warrant that the English language is understandable for both Parties in accordance with Article 8(1)(a) of the Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) and repealing Council Regulation (EC) No 1348/2000.

20. PERSONAL DATA PROTECTION

20.1. For the purpose of implementation of the Agreement, the Parties will eventually transfer to each other certain personal data, such as data on employees, sub-contractors and other data subjects (e.g., names, surnames, e-mail addresses, business addresses, phone numbers etc.).

20.2. The Parties agree and acknowledge that for the purpose of the Agreement each of the Parties shall be viewed mainly as controllers of personal data and conditions of this Section shall be applicable. In case the roles of the Parties change (or are considered to have changed) as a result of which the Customer is considered to be the data controller and the Distributor is considered to be the data processor, the Parties shall, upon the Customer’s request, sign a personal data processing agreement with the form and contents reasonably satisfactory to the Customer. In cases there are any discrepancy or inconsistency between the conditions of such personal data processing agreement and the Agreement, conditions of the personal data processing agreement shall prevail.

20.3. The personal data transferred by each Party to the other Party will be processed only in accordance with the procedure, terms and conditions established in the Agreement and in accordance with the applicable laws (including the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC).

20.4. The Party shall transfer the personal data to the other Party and such other Party shall process the personal data only for the purposes of implementation of the Agreement and other such purposes as required by laws. The Parties agree that except where the Party has a separate legal basis for processing the personal data referred to in the laws governing the protection of personal data arising outside the Agreement, they shall not process the personal data for any other purpose except as referred to in the present Clause of the Agreement.

20.5. The Party transferring to the other Party certain personal data shall be responsible for informing and, if necessary, obtaining the consent of the data subject for the processing of the personal data.

20.6. Besides other obligations provided for in the Agreement and the laws, each of the Parties undertake:

(a) to process the personal data to the minimum extent necessary;

(b) not to infringe any rights of the data subjects;

(c) to implement and apply proper and necessary organizational and technical measures ensuring the compliance with the requirements of the laws;

(d) to duly keep records of the personal data processing activities if such an obligation arises from the requirements of the laws;

(e) to immediately notify the other Party if, in the opinion of the notifying Party, the actions of the other Party are likely to violate the requirements of the laws governing the protection of personal data;

(f) to ensure the compliance with other requirements of the laws governing the protection of personal data.

20.7. Taking into account the level of development of technical capacities and the nature, scope, context and objectives of the processing of personal data, as well as the probability and seriousness of risks arising from data processing to rights and freedoms of data subjects concerned, each Party, prior to commencing the processing of personal data, will implement and maintain throughout the processing of personal data the appropriate technical and organizational measures necessary to ensure the protection of personal data and the protection and implementation of rights of the data subjects established in the laws.

21. MISCELLANEOUS PROVISIONS

21.1. Conflict of interest, corruption and fraud. Notwithstanding any penalties that may be enforced against the Distributor under the Applicable Laws, or the laws of other jurisdiction(s), the Distributor shall be deemed to have committed a breach under this Agreement and the Customer shall be entitled to terminate this Agreement immediately if it is shown that the Distributor is guilty of:

(a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or

(b) misrepresentation of facts to influence a selection process or the execution of a contract to the detriment of the Customer, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

21.2. Relationship of Parties. The relationship between the Distributor and the Customer under this Agreement is that of independent Distributor. The Distributor (or the Sub-Contractors) is not an employee of the Customer, is not carrying out the regular business of the Customer and is not subject to the same employment regulations as are applicable to employees of the Customer. Each of the Parties shall be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the Customer to the Distributor, its employees, its consultants, or the employees of such consultants.

21.3. Severability. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under the Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.

21.4. Successors and assigns. The Parties each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party, if not directly provided otherwise under the Agreement.

21.5. Entire agreement. This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

21.6. Execution. This Agreement is executed as an electronic document.

For and on behalf of the Customer: ________________________ Member of the Management Board [CONFIDENTIAL]	For and on behalf of the Distributor: ________________________ SIA “AA Projekts” [CONFIDENTIAL]
For and on behalf of the Implementing Body in Estonia ________________________ Chairman of the Management Board [CONFIDENTIAL]	For and on behalf of the Implementing Body in Latvia ________________________ Chairman of the Management Board [CONFIDENTIAL]

____
Member of the Management Board
[CONFIDENTIAL]

For and on behalf of the Implementing Body in Lithuania

____
[CONFIDENTIAL] General manager of „Rail Baltica“management

[*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A QUALIFIED ELECRONIC SIGNATURE AND CONTAINS TIME SEAL*]

Annex A: Order Form

Order Nr. ____

Order date: [*date*]

This Order (the "Order") has been submitted pursuant to the Agreement No [●] (the "Agreement") on Supply, Licensing, and Maintenance of Jama Software Products by and between:

RB Rail AS, registration No 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Customer"), represented in accordance with the Clause 11.4. a) of the Agreement by [●],

for purpose to order Product and/or Service for [identify RB RAIL AS/ RAIL BALTIC ESTONIA OÜ /SIA "EIROPAS DZELZCEĻA LĪNIJAS" / AB "LTG Infra"]

on the one side,

and

SIA "AA Projekts", registration number with 40003572522, having its registered address at Dzirnavu Street 72-2, Riga, LV - 1050 (the "Distributor"), represented in accordance with the Clause 11.4. b) of the Agreement by [●], on the other side,

for the supply of the following Products and/or Services according:

the terms of the Agreement;

[if applicable] the amendments, dated [●] (the "Amendments"),

No.	Description of Product and/or Service	Ordering party (RB RAIL AS/ RAIL BALTIC ESTONIA OÜ /SIA "EIROPAS DZELZCEĻA LĪNIJAS" / AB "LTG Infra")	Quantity	Price per unit (EUR)*	Fee (EUR)
1					0
2					0
3					0
4					0
				Total Fee (excl. VAT)	0

* where the Product is ordered during the License Period according to Clause 6.5. of the Agreement and the price per unit depends on actual Commencement Date.

List of orders made until this Order:

Order No.	Order date	Short description	Ordering party	Total Fee of the Order (EUR)
			Total (EUR):	

1. The delivery time shall be according to the Clause 3.3 OR 3.4. of the Agreement and/or as specified in Amendments.
2. The Order shall be confirmed or is considered to be confirmed and effective in accordance with Clause 3.3 and related provisions of the Agreement.
3. Payments shall be made according to the terms of the Agreement following each delivery, provided that the Distributor has accepted/approved the particular Acceptance Deed.

For and on behalf of the Customer/ Implementing Body:	For and on behalf of the Distributor:
______________________________	______________________________
[●]	[●]

Annex B: Acceptance Deed Form

Date: [*date*]

Place: [*place*]

From: **SIA "AA Projekts"**, a private limited liability company registered in Latvia with registration No. 40003572522, legal address at Dzirnavu Street 72-2, Riga, LV - 1050 (the "Distributor")

To: **RB Rail AS**, registration No. 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Customer") [*Note: Or the Implementing Body who is accepting Products*].

Whereas:

(A) the Customer/ Implementing Body and the Distributor have entered into the Agreement on Supply, Licensing, and Maintenance of Jama Software Products (the "Agreement");

(B) pursuant to Clause 4.2 of the Agreement the availability of the Products (as defined under the Agreement) shall be confirmed by signing of this Acceptance Deed;

(C) this Acceptance Deed also serves as the basis for the payment of the Fee (as defined under the Agreement) pursuant to Clause 6.4. of the Agreement (subject to receiving the respective invoice from the Distributor);

Now, therefore, the Parties confirm the availability of the Products and the duly commencement of the License Period (as defined under the Agreement) *[NOTE: information on ordered and accepted Licenses or Services to be defined]*.

For and on behalf of the Customer/ Implementing Body:	For and on behalf of the Distributor:
______________________________	______________________________
[●]	[●]

Annex C: Software Agreement

(As on https://www.jamasoftware.com/i/1154882-software-and-services-agreement/?_gl=1*17ij43e*_gcl_au*NDgzMjk4NTgwLjE3NTAxNjkwNzQ)

Annex D: Services Agreement

(As on https://www.jamasoftware.com/i/1154885-subscription-maintenance-and-support-services-agreement/?_gl=1*pq07pb*_gcl_au*NDgzMjk4NTgwLjE3NTAxNjkwNzQ)

Annex E: Technical Specification

Please refer to separate file.

Annex F: Financial Proposal

[CONFIDENTIAL]

Annex G: Technical Proposal

[CONFIDENTIAL]

Annex H: Distributor's Declaration

(As of https://www.railbaltica.org/wp-content/uploads/2025/09/RBGL-RBR-TPL-Z-00005_1.0_Supplier-Declar.Template.pdf)

Annex I: Agreement on Minimum Cybersecurity Requirements

[CONFIDENTIAL]