

## CONTRACT No 02/17/193

**Latvijas gaisa satiksme, SJSC** (Republic of Latvia) with its registration number 40003038621 and place of business Muzeju street 3, International Airport "Riga", Marupe Municipality, Latvia, LV-1053, hereinafter referred to as "the Buyer", represented by Chairman of the Board Dāvids Tauriņš and Member of the Board Elmārs Švēde, from one side, and

**R.I.S.K. Company** (Republic of Azerbaijan), with registration number 2698 and taxpayer registration number 992500000253 and place of business Rashid Behbudov street 59, Baku, Azerbaijan, AZ1022, hereinafter referred as "the Supplier", represented by General Manager Jabir Jumshudov acting under the organization chart, from the other side,

The Buyer and the Supplier hereinafter individually referred to as "the Party" and collectively referred to as "the Parties",

Whereas the Buyer desires to get R.I.S.K. company licenses support for 2018 year and the Supplier has a long and distinguished history in the provision of such license maintenance services.

NOW THEREFORE the Parties agree as follows:

### 1. SCOPE OF THE CONTRACT

1.1. Within the provisions and time schedule stated out in the present Contract and its Annex No 1 "Technical Specification" and Annex No 2 "Financial proposal", which are integral part of this Contract, the Supplier undertakes to provide R.I.S.K. company license maintenance and support services for 2018 year.

### 2. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

2.1. The Supplier's obligations according to this Contract consist of providing of R.I.S.K. Company Software Products maintenance in accordance with licenses procured by LGS and support services for 2018 year by agreed conditions and time frame.

2.2. In accordance with the terms of the Contract, its Annex 1 and Annex 2, Supplier undertakes to:

2.2.1. support the Buyer/user with following licenses during the 2018 year:

1	Integrated AIM Data Base "TOSS" with built-in data manager "Data Manager	1 license for operational server and 1 license for test server
2	Flight Procedure Design System (PANDA)	2 licenses
3	Airspace Design System "DELTA"	4 licenses
4	Obstacle Assessment System "OMEGA"	2 licenses
5	Aeronautical Cartography System "ARENA/SIGMA"	2 licenses
6	PANDA SW validation system "Digital FPD Package"	1 license
7	PBN Implementation Support Tool (using AIXM 5.1/GIS convertor)	1 license

- 2.2.2. provide Buyer/user with license support mechanism specified in the in Annex 1 “Technical specification”;
  - 2.2.3. follow the urgency ratings of software issues specified in the in Annex 1 “Technical specification”;
  - 2.2.4. provide software update;
  - 2.2.5. provide the Buyer/user with consulting and training;
  - 2.2.6. provide the Buyer/user with Software modifications.
- 2.3. The Buyer’s obligations according to this Contract consist of rendering payment in accordance with the terms of Payment (Paragraph 3).

### **3. PRICE AND PAYMENTS**

3.1. The Total Contract Price for R.I.S.K. Company Licenses support for 2018 year is **140 000,00 EUR (one hundred and forty thousand euros and 00 cents), VAT is not included.**

3.2. Contract price does not include any value added taxes or customs duties, or any other duties or taxes levied by the Buyer’s country, all of which are the responsibility of the Buyer.

3.3. All payments shall be made in EUR (euros).

3.4. The contract price is paid once a quarter. Payments shall be made according to the following schedule:

3.4.1. 35 000,00 EUR (thirty five thousand *euros* and 00 cents) shall be paid in advance against invoice, within 10 (ten) calendar days after the Contract is signed from both sides and Supplier’s invoice is received.

3.4.2. 35 000,00 EUR (thirty five thousand *euros* and 00 cents) shall be paid in advance by April 1, 2018, according to the Supplier`s invoice;

3.4.3. 35 000,00 EUR (thirty five thousand *euros* and 00 cents) shall be paid in advance by July 1, 2018, according to the Supplier`s invoice;

3.4.4. 35 000,00 EUR (thirty five thousand *euros* and 00 cents) shall be paid in advance by October 1, 2018, according to the Supplier`s invoice.

3.5. If the Buyer fails to fulfil his obligations in proper way and within the agreed time schedule starting from the next day after the agreed day of payment (Clause 3.4.) the Buyer shall pay the penalty fee 0.1 % (zero comma one per cent) from unpaid/delayed payment per each day of delay. The penalties for delay in aggregate shall not exceed 10 % (ten percent) of the Total Contract price. Payment of penalty fee shall be in full compensation of any claim from the Buyer with respect to Supplier's liability for delay and shall be exclusive of any other kind of damages of whatsoever nature.

3.6. Payments in accordance with the payment terms shall be transferred to the Supplier’s account:

**Bank Name:** OJSC Bank “XALQ”, BAKU, AZERBAIJAN

**Bank Code:** HAJCAZ22

**Bank Account No:** AZ23 HAJC HCRE UR10 0000 6092 8003

3.7. The Parties agree that the invoice for any contractual payments can be made electronically and is valid without a signature (hereinafter - the e-bill). Supplier will e-billing in electronic form from e-mail address: [sanana@risk.az](mailto:sanana@risk.az) on the Buyer e-mail address: [lgs@lgs.lv](mailto:lgs@lgs.lv) . Shall be deemed to e-invoice is delivered to Buyer and Buyer has received an invoice on the date on which it is sent from the Supplier e-mail address to the above mentioned e-mail address.

3.8. If the Supplier fails to fulfil his obligations in proper way and within the agreed time schedule starting from the next day after the agreed day of delivery the Supplier shall pay the penalty fee 0.1% (zero comma one o percent) from the Total Contract price per each day of delay. The penalties for delay in aggregate shall not exceed 10 % (ten percent) of the Total Contract price.

#### **4. OWNERSHIP**

4.1. The copyright to upgraded licenses belongs to the Supplier. For protecting of the copyright and to avoid of its use beyond the Customer responsibility areas, the Supplier applies special software protection. The Customer becomes the only fully privileged and sole owner of the delivered software licenses.

#### **5. FORCE MAJEURE**

5.1. The Supplier is relieved of the responsibility for failure to fulfil fully or partially his obligations in case of force majeure such as fire, flood, earthquake, strike, war, mobilization or unforeseen military call-up of comparable magnitude, requisition, confiscation, revolt or riot, general reductions in power supplies, sabotage, epidemics, quarantine restrictions, freight embargoes and any event beyond the Supplier's control such as any governmental decision, any refusal, cancellation or non-renewal of any export license or permit from government or other authority required for the sale of all or part of the Products or the purchase of the components /parts/ materials required for their manufacture.

5.2. In case of occurrence of any force majeure event, the Supplier must notify in written form the Buyer of the beginning and ending of such circumstance.

5.3. Such notice shall be given not later than 15 (fifteen) calendar days after the occurrence of the force majeure event.

5.4. The parties shall decide upon a new delivery plan which shall not be extended more than is due to the force majeure cause, also provided that The Supplier makes its best effort to minimize the delay and the effects of that delay.

5.5. The certificates issued by the Chamber of Commerce of the Supplier's or his subcontractor's country, respectively, must be regarded as a sufficient evidence of the presence of such circumstances and their duration.

5.6. If these circumstances continue over a period of more than 1 (one) calendar months, each of the parties has the right to refuse further fulfillment of his obligation against this Agreement and in this case neither of the parties is entitled to demand from the other party compensation for possible losses.

## **6. ALTERATIONS AND ADDITIONS**

6.1. All changes and additions affecting the technical and functional contents of the Contract, or affecting the contractual time schedule and defined costs, responsibilities and other assumptions and conditions, will always be specified by written agreements between the Buyer and the Supplier.

6.2. Both the Buyer and the Supplier will have the right to request changes to the Contract and Contractual agreements and obligations. All such requests shall be in writing.

6.3. If the order execution is not carried out in accordance with the provisions of this Contract and/or Annex No 1 and Annex No 2 and/or delayed more than 5 (five) working days the Buyer shall have the right to unilaterally withdraw from the Contract (Right of withdrawal). In such case the Buyer shall submit written notice to the Supplier at least 5 (five) working days in advance.

## **7. COMMENCEMENT AND TERMINATION**

7.1. This Contract is entering into effect after signing by both Parties.

7.2. The Licenses maintenance period is from 01.01.2018. till 31.12.2018.

7.3. This supersedes all other agreements, oral or written, heretofore made with respect to the subject hereof and the transactions contemplated hereby and contain the entire contract of the parties with respect to the subject matter hereof.

7.4. Either party may terminate this Contract upon written notice if the other party materially breaches any of its terms or provisions. Termination for breach shall be without prejudice to the terminating party's other rights and recourses.

## **8. DISPUTES**

8.1. Any dispute arising in the execution or performance of the present Contract shall be settled through amicable consultations between both parties.

8.2. If the parties will not come to such an agreement about solution of disputes or differences during 30 (thirty) working days in the way of discourse, any dispute, differences or claim what is consequent to this Agreement must be solved under the laws of the Republic of Latvia.

## **9. GOVERNING LAW**

9.1. This Contract as well as the questions arising out of or in connection with the present Contract are governed and constructed in accordance with the laws of Republic of Latvia. In case of contradictions between the rules of INCOTERMS 2010 and laws of Latvian Republic, the INCOTERMS 2010 will prevail.

## **10. CONFIDENTIALITY**

10.1. The Buyer agrees to hold in the strictest confidence any confidential information given by Supplier in the performance of this Contract. This Section shall survive termination of the Contract.

## 11. SIGNING

11.1. This Contract is produced as original copies in the English (2 original) language. Each party has one copy. Each contract consists of 8 (eight) pages including the Annex No 1 and No 2.

## 12. CONTACT PERSON

12.1. For the purpose of this Contract, the Buyer's contact in Supplier for contractual matters will be Vadims Tumarkins (e-mail: [vadims.tumarkins@lgs.lv](mailto:vadims.tumarkins@lgs.lv) , tel. +371 67300661, +371 29442210).

12.2. For the purpose of this Contract, the Supplier's contact in Buyer will be Sanan Aliyev (e-mail: [sanana@risk.az](mailto:sanana@risk.az) , tel.+994124973737)

### Signing for and behalf of:

**Latvijas Gaisa Satiksme, SJSC**  
**VAT No:** 40003038621  
**Legal Address:** Muzeju street 3,  
International Airport  
"Riga", Marupe Municipality,  
Latvia, LV-1053  
**Bank Name:** JSC „SEB Banka”  
**Bank Code:** UNLALV2X  
**Bank Account No:**  
LV20UNLA0003029070855

### Signing for and behalf of:

**R.I.S.K. Company**  
**Registration No:** 2698  
**Taxpayer Registration No:** 992500000253  
**Legal Address:** Rashid Behbudov street 59,  
Baku, AZ1022  
**Bank Name:** OJSC Bank "XALQ", BAKU,  
AZERBAIJAN  
**Bank Code:** HAJCAZ22  
**Eur Account No:**  
AZ23 HAJC HCRE UR10 0000 6092 8003  
**Bank Account No:** 000-55 077 523  
**Intermediary Bank:** Raiffeisen Bank International  
AG, Vienna  
SWIFT code: RZBAATWW

\_\_\_\_\_(signature)\_\_\_\_ D. Tauriņš

\_\_\_\_\_(signature)\_\_\_\_ J. Jumshudov

\_\_\_\_\_(signature)\_\_\_\_ E. Švēde

Date: 18/12/2017

Place: Marupe Municipality

Date: 12/12/2017

Place: Baku