



**Appendix 5 to the Invitation –Specimen of the Agreement
Competition for tender No. 16/2025**

AGREEMENT NO.

for the **supply of a software license for the advanced Link Budget calculation application for satellite networks necessary for the implementation of the “SAT2Rescue” project** - Secured SATCOM-based solution enhancing emergency services and search & rescue missions , co-funded by the European Union (“EU”) represented by the European Union Agency for the Space Programme a body delegated by the European Commission (Project 101180110 - SAT2Rescue - HORIZON-EUSPA-2023-SPACE, 4.10.2024).

hereinafter referred to as the “Agreement”, concluded on 2025/date of the last electronic signature of the Party, in Warsaw, by and between:

Exatel S.A. with its registered office in Warsaw /04-164/, st. Perkuna 47, registered in the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under KRS number: 0000044577, Tax Identification Number [NIP]: 5270104568, Business Registry Number [REGON] 011986640, with share capital of PLN 576,854,559.00 fully paid up, BDO: 000250055, being a large entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions, hereinafter referred to as the “**Employer**” or “**EXATEL**”, represented by the persons signing the Agreement with a qualified electronic signature in accordance with the authorization held on the date of conclusion of the Agreement,

and

..... with its registered office at, registered under KRS number:, Tax Identification Number [NIP], being entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions, Business Registry Number [REGON], hereinafter referred to as the “**Contractor**”, represented by:

.....,

.....,

hereinafter collectively referred to as the “Parties”.

This Agreement is hereby concluded in connection with the implementation of the project by the Employer: “**SAT2Rescue” project** - Secured SATCOM-based solution enhancing emergency services and search & rescue missions, co-financed by the European Union (“EU”) represented by the European



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Union Agency for the Space Programme - the body delegated by the European Commission (Project 101180110 - SAT2Rescue - HORIZON-EUSPA-2023-SPACE, 4.10.2024)". **Project implementation period: 36 months.**

§ 1

Definitions

Terms and expressions used in the Agreement shall have the meanings assigned to them below:

- 1) Business Day – a day from Monday to Friday that is not a public holiday in accordance with the Public Holidays Act of 18 January 1951.
- 2) Final Acceptance Report - a document signed without reservations by individuals authorised to do so by the Parties to the Agreement, confirming the completion of the entire subject of the Agreement, the template of which is included in Appendix 2 to the Agreement.
- 3) Software license – a license for specialized software for the advanced Link Budget calculation application for satellite networks, delivered by the Contractor in accordance with the Employer's requirements described in detail in Appendix 1 to the Invitation and in accordance with the Contractor's Offer, constituting Annex No. 1 to the Agreement.

§ 2

Subject of the Agreement

1. The subject of the Agreement is the supply by the Contractor a license for specialized software for the advanced Link Budget calculation application for satellite networks (hereinafter the "Software"), in accordance with the Tender constituting Appendix 1 to the Agreement (hereinafter the "Tender"):

- 1)- 1 set.,
- 2)- 1 set.,
- 3)- 1 set.,
- 4)- 1 set.,
- 5)- 1 set.

2. The subject of the Agreement is specified in detail in the Description of the Subject of the Order, constituting Appendix No. 1 to the Invitation, and includes:

- a) mediating the licensing of software;
- b) providing all software attributes necessary for its use in accordance with the license terms, in particular the license agreement, activation key, certificate of authenticity (COA), documentation, and other related documentation;
- c) as part of a service contract: free updates to new software versions, technical support for software installation and configuration, access to technical support in the event of software problems, bug fixes, etc.



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3. The Parties unanimously represent that they undertake to keep the terms of this Agreement and the manner of its execution in confidentiality.
4. The Contractor declares that there are no restrictions or obstacles that would prevent and/or restrict the Parties from concluding this Agreement.
5. The subject of the Agreement shall be completed within until 5 business days from the date of conclusion of the Agreement.
6. The Contractor guarantees that the delivered Subject of the Agreement shall be brand new, free of defects and purchased from the official distribution channel of the manufacturer.
7. Unless a specific version of the Software is specified in Appendix no. 1 to the Agreement, the latest, stable version is always used.
8. In the event of Software for which the Contractor will provide a subscription in addition to the license, this subscription, under the guarantee the Employer shall have the right to download corrections, updates and new versions of the software in a manner that does not infringe upon the rights of the creators and copyright owner and does not restrict the Employer's rights to use the software.
9. The terms of use of the Software and the Supplier's liability, including the Software warranty terms, will be specified in the "License Terms" document, constituting Appendix 4 to the Agreement, which the Contractor will provide to the Employer before signing the Agreement. The Parties agree that in the event of any discrepancies between the provisions of the License Agreement and this Agreement, the provisions of the License Agreement will apply.

§ 3

Terms of implementation of the Agreement

1. The Contractor declares that the subject of the contract specified in § 2 above comes from a legal distribution channel, i.e. one accepted by the Software manufacturer (if the Software manufacturer allows such a possibility, it will be a Polish distribution channel), and has been admitted to economic circulation in the territory of the Republic of Poland.
2. The Contractor declares that it has the right to provide a license and subscription for the Software referred to in § 2.
3. As part of the implementation of the Subject Matter of the Contract, the Contractor undertakes to deliver the Subject Matter of the Contract to the Employer at its own expense and risk.
4. The Software will be made available by the Contractor electronically (download), which will enable downloading the Software license file and license key, installing and activating the Software license on the Employer's computer.
5. The date of transfer of the Software shall be understood as the date of transfer of data enabling the download of the Software, which will be delivered to the Employer within the time specified in § 2 section 5.
6. The Contractor shall notify the Employer of the date of delivery of the Subject of the Contract at least 1 business day before the delivery date.
7. The Parties agree that the account data will be delivered to the administrator of the Software- electronically to the e-mail address:

8. The Parties will confirm the delivery of the Software and license with an appropriate acceptance protocol, hereinafter referred to as the " Final Acceptance Report," within 7 days of the Software delivery date. A template of the Final Acceptance Report is attached as Appendix 2 to the Agreement.
9. The Employer is obligated to install the Software electronically and verify its compliance and correct operation within seven days of the Software delivery date. If the Employer refuses to sign the Final Acceptance Report within the time specified in the preceding sentence, despite the Software functioning correctly, the Contractor will be entitled to unilaterally sign the Final Acceptance Report.
10. In the event of failure to receive the Software or failure to obtain access to the Software or problems with downloading the Software, the Contractor shall, within 2 business days of receiving the notification via e-mail by the Employer, deliver the software on a medium together with the required license keys to the Employer's registered office.
11. The delivery of the Software and license must be made once.
12. In the event of a change in the software configuration on the part of the Software manufacturer, the Contractor shall immediately inform the Employer and update its configuration.
13. Such a change does not require an annex to the Agreement, but only written information (in the form of an email or letter) sent to the designated administrator of the Software referred to in section 7 above.
14. If the software version specified in the offer is withdrawn from the market, the Contractor will be obligated to provide a newer version of the software, made available by the manufacturer. If this software does not have all the functional features of the version originally offered, the Contractor will provide alternative, equivalent software with identical or better parameters.
15. The Contractor must notify the Employer of the inability to deliver the software specified in the offer at least five days before the planned delivery. In this notification, the Contractor must indicate the reason and propose alternative software, along with a statement that it meets the Employer's requirements described in the Description of the Subject Matter of the Order.
16. Along with the Software, the Contractor undertakes to provide the Employer with: a medium with the installation version of the Software (for boxed software), access data for downloading the Software (in the case of Software in electronic form or covered by an annual subscription), licenses (license agreements in paper or electronic form in Polish or English), and all required license and activation keys.
17. Delivery will be deemed completed, and the risk of loss or damage to the Subject of the Contract passes to the Employer upon signing the Final Acceptance Report.
18. The Contractor undertakes to replace any software that does not meet the acceptance conditions, i.e. is damaged or does not comply with the parameters specified in the Offer, as well as any damaged Software media, at its own expense, with new, defect-free software within 7 business days from the date of notification of this fact to the Contractor.
19. The Employer may exercise warranty rights independently of the rights under the quality guarantee.

§ 4

Contractor's representations

1. The Contractor represents and warrants that:



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- 1) has read the whole documentation indicated in this Agreement including the documentation relating to the implementation of the project indicated in the introduction to this Agreement and is engaged in business activities covering the subject of this Agreement;
2. The Contractor declares that it will perform the subject matter of the Agreement in accordance with applicable regulations and standards, in a professional manner, taking into account best practices.
3. The Contractor declares that it has the necessary knowledge, qualifications and experience, as well as the necessary human resources, to perform the obligations arising from the Agreement with due diligence.
4. The Contractor declares that the Software subject to the Agreement is stable, free from any physical and legal defects, that there are no pending proceedings concerning the Software and that it is not subject to security, and that it is fully compliant with the Offer.
5. The Contractor declares that it is fully authorized to distribute and market copies of the Manufacturer's software in Poland, together with extension modules, and to mediate in the granting of licenses for their use.
6. The Contractor declares that the subject of the contract specified in § 2 above comes from a legal distribution channel and has been admitted to economic circulation in the territory of the Republic of Poland.
7. The Contractor declares that its use of copyright, licenses, industrial and intellectual property rights, etc. does not violate any legal provisions, legally protected personal or property rights of third parties, or rights to intangible property, in particular copyright and related rights.
8. The Contractor is liable to the Employer for any physical defects of the Software.
9. The Contractor is liable to the Employer for any legal defects of the software, including any claims of third parties resulting from the infringement of intellectual or industrial property rights, including copyrights, patents, trademark rights and rights from the registration of utility models and industrial designs, in connection with the introduction of the Software to the market in the territory of the Republic of Poland.
10. The Parties shall be liable for the actions of persons they employ in the performance of the Agreement as for their own actions or omissions.
11. The Contractor undertakes to comply with the legal requirements of occupational health, safety and environmental legislation and any occupational health, safety and environmental policies applicable to its organisation.
12. The Contractor declares that it is not subject to sanctions imposed in connection with Russia's aggression against Ukraine.
13. Subcontracting.
 - 1) In the course of performing the subject of the Agreement, the Contractor may use third parties as its subcontractors, subject to the following conditions:
 - a) subcontracting a part of the subject of the Agreement to subcontractors shall not exclude the Contractor's liability to the Employer for the performance of that part of the

subject of the Agreement. The Contractor shall be liable for the acts, failures and negligence of its subcontractors and its employees to the same extent as if they were failures or negligence of its own employees,

- b) The Contractor shall be liable for the payment of remuneration to its subcontractors.

§ 5

Representations by the Employer

1. In order to enable the Contractor to fulfil its obligations, the Employer undertakes, to the extent required for the proper performance of the Agreement:
 - a) to cooperate with the Contractor in the performance of the Agreement,
 - b) to comply with its obligations set out in the Agreement in a timely manner, in particular with respect to the payment of the agreed remuneration.
2. The Employer shall provide the Contractor with access to all design documentation and information which is in the Employer's possession and which is necessary for the performance of this Agreement.
3. The Employer declares that it is the end user of the purchased Software and, if necessary, shall sign a relevant Statement to that effect, which it shall receive from the Contractor.

§ 6

Safety rules in the performance of the Agreement

1. The Contractor shall be liable for damage caused to the Employer through the fault of the Contractor. In particular, the Contractor shall be liable for any damage caused by non-performance or improper performance of the Subject of the Agreement.

§ 7

Remuneration

1. For performing the subject of the Agreement, the Contractor shall receive the maximum net remuneration of PLN/EUR/USD (in words:).
2. The Employer shall effect payment of the remuneration specified in para. 1 in the currency compliant with the tender submitted by the Contractor. In the case when the Contractor provides its business in the territory of the Republic of Poland, if the Parties agree otherwise, the Employer shall pay the remuneration specified in para. 1 in Polish zlotys after conversion according to the average exchange rate of the National Bank of Poland binding on the date of issuance of the invoice by the Contractor.
3. VAT shall be added to the net remuneration specified in para. 1 at the rate resulting from the applicable legal regulations.
4. The payment of the remuneration specified in the Agreement shall be made on the basis of a correctly issued invoice, by transfer to the Contractor's bank account indicated in the invoice, within 30 days from the date of delivery of the invoice in the electronic form sent to: kancelaria1@exatel.pl.

The invoice referred to in the preceding sentence may be issued at the earliest on the day the Parties sign the Final Acceptance Report without reservations.

5. The remuneration referred to in para. 1 above shall include all costs related to the performance of the subject of the Agreement, including all fees, costs and expenditures of the Contractor, necessary for the performance of the subject of the Agreement, incurred by the Contractor in connection with the performance of the Agreement.

6. In the case of delivery of the Software from a Contractor based outside the territory of the Republic of Poland, the Employer shall pay the required customs duties and taxes on its own.

7. The Contractor shall not be entitled to transfer its rights and obligations under this Agreement to a third party without the prior written consent of the Employer. The consent in each case must be given under pain of being null and void.

8. The date of payment shall be the date on which the Employer's bank account is debited.

9. The invoice shall include, in addition to the required data, the number of the Agreement to the performance of which the payment of remuneration is related.

10. The Employer shall effect payments on the basis of invoices using the split payment mechanism. The aforementioned split payment mechanism consists in splitting the amount paid by one of the Parties into two parts:

- a) the net amount will go to the Contractor's bank account,
- b) the amount of the Value Added Tax (VAT) shall be transferred to a dedicated bank account of the Contractor - for the settlement of the Value Added Tax (VAT).

11. The split payment mechanism described in para. 10 above does not apply to payments made by the Employer to Contractors who are based outside the territory of the Republic of Poland.

12. The payment will be made to the Contractor's bank account indicated on the invoice, opened in connection with the conducted business activity.

13. The Employer shall be entitled to withhold the payment to the Contractor, without any negative consequences (in particular, it shall not be a delay or default in the payment), in the event that it is not possible to make the payment on the basis of the invoice using the split payment mechanism, in particular if the Contractor fails to provide the bank account number allowing the separate payment of VAT.

14. The Contractor undertakes to inform the Employer in writing about the change of the aforementioned bank account number within 7 days of the occurrence of the change. The transfer or change of the aforementioned bank account number shall not necessitate the conclusion of an annex to the Agreement.

15. The Employer declares that it is a VAT taxpayer - Tax Identification Number (NIP) 5270104568.

§8

Liability

1. In the event of withdrawal from the Agreement by the Contractor or withdrawal from the Agreement by the Employer for reasons attributable to the Contractor, the Employer shall be entitled

to charge the Contractor with a contractual penalty amounting to 20% of the gross value of the total remuneration specified in § 7(1) of the Agreement.

2. Should the Contractor experience delays in implementing the subject of the Agreement in relation to the deadline specified in § 2(2), the Employer shall have the right to charge the Contractor with a contractual penalty amounting to 0,5 % of the gross value of the total remuneration specified in § 7(1) of the Agreement for each commenced day of delay.

3. If the Employer fails to pay the entire remuneration within the time limit established in accordance with §7 (3) of the Agreement, the Contractor has the right to withdraw from the Agreement in writing, without setting an additional deadline, in accordance with Article 492 of the Civil Code. The Contractor may withdraw from the Agreement within 14 days of the expiry of the payment deadline referred to in §7 (3) of the Agreement. In such a case, the Contractor may demand a contractual penalty for the use of the subject of the Agreement in the amount corresponding to 1% of the gross remuneration specified in §7 (1) of the Agreement, for each day of use counted from the date of delivery by the Contractor of data enabling downloading the Software and the license key, as well as installing and activating the license on the Employer's computer, until the date of uninstallation of the Software.

4. The contractual penalties specified in this paragraph are cumulative. The total mutual liability of the Parties is limited to 30% of the gross contractual remuneration.

5. The reservation of contractual penalties shall not exclude the possibility of claiming damages on general terms in excess of the amount of the reserved penalties.

6. The Employer shall be entitled to deduct the contractual penalties due to it from the remuneration due to the Contractor, without the need to obtain the Contractor's consent, based on a debit note issued by the Employer.

7. If the deduction referred to in para. 4 is not made, the contractual penalty shall be payable on the basis of a debit note issued by the Employer within 14 days from the date of delivery of the note to the Contractor.

§ 9

Withdrawal from the Agreement

1. The Employer may withdraw from the Agreement in the event of non-performance or improper performance of an obligation by the Contractor. In such a case, the Employer shall call upon the Contractor in writing to perform the Agreement within a period of not less than 7 days. In the case of ineffective expiry of the aforementioned deadline, the Employer shall have the right to withdraw from the Agreement within 30 days, counting from the expiry of the deadline specified for the performance of the obligation referred to in the preceding sentence.

2. The withdrawal from the Agreement shall contain a justification, shall be in writing under pain of being null and void, and shall be promptly delivered to the other Party to the Agreement.

3. The obligation to maintain confidentiality of information shall not be affected by the withdrawal from the Agreement.



4. The Contractor shall, immediately after being served with the written notice of withdrawal from the Agreement by the Employer on withdrawal from the Agreement, shall refrain from any further performance of the subject of the Agreement.

§ 10

Confidentiality

1. During the term of the Agreement and after its termination or expiry, the Contractor undertakes to keep Exatel S.A.'s Protected Information confidential with, at least as much care as it takes to protect its own Confidential Information. Confidential Information means all information, documents and materials relating to the Employer's business to which the Contractor has gained access in connection with the performance of this Agreement. Protected Information of Exatel S.A. is, in particular, financial, organisational, technological information, personal data and other information that has economic value and may be considered confidential or has been made available to the other Party subject to confidentiality.
2. The Contractor receiving Protected Information of Exatel S.A. may disclose it only to its authorised employees and advisors (e.g. tax advisors, lawyers).
3. The Contractor shall be entitled to disclose Exatel S.A. Protected Information to its employees and Subcontractors, only if this is necessary for the performance of the Agreement. In such a case, the Contractor shall be liable for a breach of the confidentiality rules by its employees and Subcontractors as if these were its own acts or omissions. The obligation to maintain confidentiality of the Protected Information of Exatel S.A. shall not apply in the event that the Protected Information of Exatel S.A.:
4. The obligation to maintain the confidentiality of the Protected Information of Exatel S.A. does not apply in the case of Protected Information of Exatel S.A.:
 - a) is or becomes publicly known without the Contractor breaching its obligation of to maintain confidentiality under this Agreement;
 - b) is received from a third party without breach of the third party's confidentiality obligation;
 - c) is disclosed with the prior written consent of the Employer;
 - d) is developed independently, and the Contractor can prove this;
 - e) is disclosed at the request of the competent state and local government authorities or court in accordance with mandatory legal provisions.
5. In the event that the Contractor is obliged by an order of a court or state administration body to disclose information or materials, or the necessity to do so arises from the legal regulations, the Contractor shall immediately notify the Employer of this fact in writing and inform the recipient of the information or materials of their confidential nature.
6. The Contractor undertakes to use Exatel S.A. Protected Information exclusively for the purpose of performing the Agreement.



7. In the event of expiry or termination of the Agreement, the Contractor shall return all documents and other materials concerning the Employer and, in particular, documents and materials and other data concerning the Employer constituting Protected Information of Exatel S.A. that the Contractor has received during the term of the Agreement, in connection with or on the occasion of its performance within a maximum period of 10 (ten) days from the date of receipt of a request from the Employer.

§ 11

Force majeure

1. The Parties shall not be liable for any non-performance or improper performance of their obligations under the Agreement if such a non-performance or improper performance is due to Force Majeure.
2. For the purposes of this Agreement, Force Majeure shall mean an extraordinary, external event that could not have been foreseen and prevented. The notion of Force Majeure shall not include any events resulting from a Party's failure to exercise due diligence within the meaning of Article 355 § 2 of the Civil Code. The Party invoking Force Majeure should notify the other Party in writing within 7 (seven) days of the occurrence of an event constituting a case of Force Majeure, under pain of losing the right to invoke Force Majeure.

§ 12

Communication

1. The Parties shall hereby authorise the following individuals to communicate directly with each other on matters relating to the performance of the Agreement:
 - 1) on the part of the Purchaser :, tel. +48, e-mail address:
 - 2) on the part of the Contractor:, tel., e-mail address:
2. The above-mentioned individuals shall be responsible for the day-to-day supervision of the correctness and punctuality of the performance of the Agreement, the acceptance of the subject of the Agreement or making comments/clarifications and corrections to the subject of the Agreement presented for Acceptance and signing the Acceptance Report for the Software, without the right to amend the provisions of the Agreement or incurring obligations in the performance of the provisions of the Agreement.
3. A change of the person indicated in para. 1 shall not constitute an amendment to the Agreement, but only requires that the other Party be informed in writing.

§ 13

Personal data protection



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1. Each of the parties to the Agreement declares that it is a personal data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as GDPR, in relation to the personal data of the Employees indicated in the Agreement. The personal data provided for the purposes of the Agreement shall be ordinary data and shall include, in particular, the name, surname, position held, telephone and e-mail.
2. The personal data of the individuals referred to in paragraph 1 shall be processed by the Parties pursuant to Article 6(1)(f) of the GDPR (i.e. the processing is necessary for the purposes of the legitimate interests pursued by the data controllers) only for the purpose and to the extent necessary to perform the tasks related to the execution of the concluded Agreement.
3. Each Party acknowledges that it has been informed by the other Party that:
 - a) the relevant Party is the controller of its personal data;
 - b) the Party in question may contact the controller by writing using the address of the relevant Party set out in the recitals of the Agreement;
 - c) its personal data is processed because it is necessary for the performance of the Agreement by the relevant Party and necessary for the purposes of the legitimate interests pursued by the relevant Party (Art. 6(1)(f) of the GDPR), in particular in terms of ensuring efficient and ongoing contact during the performance of the Agreement and safeguarding and asserting potential claims arising from the Agreement;
 - d) the provision of personal data is not mandatory, however, failure to do so shall render, the Party concerned unable to perform the Agreement;
 - e) the data shall be stored for no longer than necessary, i.e. until the end of the period of limitation of potential claims under the Agreement or the expiry of the obligation of their retention under the law;
 - f) to the extent necessary and required, the Party concerned shall transfer the personal data of the other Party to third parties, including entities performing IT, legal, accounting, commercial, advisory and insurance services on behalf of the Party concerned;
 - g) the Party concerned does not intend to transfer the other Party's data to a third country or to international organisations;
 - h) the Party shall have the right to request from the Party in question access to its data, rectification, portability and deletion of data and restriction of processing, as well as to object to the processing of data;

- i) if the processing of the data were to be based on the consent of the data subject, such consent may be withdrawn at any time, but the withdrawal of the consent shall not affect the lawfulness of the Party's processing of the data until the consent is withdrawn or in circumstances where the Party processes the data on a basis other than the consent of the other Party;
- j) in connection with the processing of personal data by the Party in question, it is entitled to lodge a complaint with the President of the Office for Personal Data Protection;
- k) the Party concerned shall not make automated decisions, including decisions resulting from profiling, against the other Party, based on its personal data.

4. The Contractor represents that the Contractor's representatives, employees, associates and other persons whose personal data have been or will be provided to the Employer for the purpose of concluding, implementing and monitoring the performance of the Agreement have been or will be informed by the Contractor that the Employer is the controller of their personal data within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC, referred to as the "General Data Protection Regulation" and that they have read or will read the information on the rules of their processing by the Employer, constituting Appendix 3 to this Agreement.

§ 14

Conditions for introducing material changes to the Agreement

1. The Employer envisages the possibility of introducing material changes to the provisions of the Agreement under the following conditions:
 - 1) The date or scope of implementation of the subject of the Agreement may be changed in the following situations:
 - a) In the case of a change in the implementation deadlines arising from the project co-financing agreement agreed with the financing institution;
 - b) In the case of the occurrence of circumstances beyond the Contractor's control, at its justified request, provided that the change is due to circumstances that could not have been foreseen by the Contractor at the stage of submitting its offer and is not its fault;
 - c) The suspension of testing by the Employer due to the occurrence of technical or organisational reasons that make it impossible to continue the implementation of the subject of the Agreement, by the duration of the suspension. The Employer shall notify the Contractor of the suspension of testing, indicating the reason for the suspension.
 - d) The need to introduce changes to the subject of the agreement as a consequence of circumstances that the Employer could not have objectively foreseen at the moment of concluding the agreement by the time necessary to introduce such changes.
 - 2) The Contractor's remuneration specified in the agreement may be subject to change in the following cases:

a) a change in the rate of value added tax;

3) The Employer also reserves the possibility of amending the agreement in the event of:

a) a change in the applicable legislation affecting the subject and terms of the agreement and a change in the legal or factual situation of the Contractor and/or the Employer resulting in the impossibility to perform the subject of the agreement;

b) the emergence of extraordinary circumstances, being “force majeure” resulting in the impossibility to perform the subject of the agreement or threatening a gross loss, which were not foreseen by the Parties at the time of conclusion of the agreement - force majeure shall be understood as extraordinary events and circumstances, unforeseeable, independent of the will of any of the Parties to the agreement;

c) the occurrence of extraordinary circumstances which are not “force majeure”, threatening a gross loss, which the Parties did not foresee when concluding the agreement;

d) receipt of a decision from the Project Managing Institution containing changes to the scope of tasks, deadlines for completion or establishing additional provisions to which the Employer will be obliged.

2. The agreement may be amended on the initiative of the Employer and/or the Contractor by submitting a proposal for amendment in writing to the other party, which should include:

1) The scope of the proposed change together with a detailed description of the change and its nature;

2) the justification for the change, i.e., inter alia, the description of the factual circumstances authorising the introduction of the change including the basis for the change, i.e., the legal basis resulting from the provisions of the agreement and information and evidence confirming that the circumstances justifying the change to the agreement have been met;

3) the cost of the change and its impact on the amount of the remuneration;

4) the time of implementation of the change and the impact of the change on the date of completion of the agreement.

3. Either Party to the Agreement may request an amendment to the Agreement.

4. The Party requesting an amendment to the deadline for the performance of the agreement or individual services shall demonstrate that due to the circumstances - justifying the amendment - it is impossible to meet the original deadline.

5. If the request for the amendment is submitted, the other Party shall respond to it within 5 business days from the date of receipt of the request.

6. First of all, the other Party may:

1) accept the change request;

2) call upon the Party requesting the change to supplement the request or to provide additional explanations, together with a relevant justification for such a call;

3) propose to undertake negotiations of the content of the Agreement within the scope of the requested change;

4) reject the change request.



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7. The Parties shall prepare a report on the negotiations of the content of the amendment to the Agreement presenting the course of the meeting and its findings.
8. Changes to the amount of the Remuneration pursuant to para. 1 (2) shall be made according to the principles described below:
 - 1) in the event of the occurrence of the circumstance referred to in paragraph 1(2)(a), the gross price of a given element of the subject of the Agreement shall be changed by the value of the difference between the new value of the value added tax (determined on the basis of the new value added tax rate) and the previous value of the value added tax (determined on the basis of the value added tax rate). In such a situation, the gross price referred to in the preceding sentence shall include the rate and value of tax resulting from the regulations in force on the date of issuing the invoice. The net price of the subject of the agreement shall not be changed.
9. The occurrence of any of the circumstances that may give rise to a change in the agreement shall not constitute an absolute obligation on the part of the Employer to make the change, nor shall it constitute an independent basis for any claim by the Contractor to make the change.
10. Amendments to the provisions of the Agreement shall be made in writing under pain of being null and void.
11. Notwithstanding the foregoing, the Employer and the Contractor shall allow for the possibility of editorial changes to the agreement as well as changes following changes in the parties' data disclosed in public registers.

§ 15

Final Provisions

1. Amendments to the provisions of the Agreement shall require the consent of both Parties and may be made only by means of a written annex or bearing a qualified signature, under pain of being null and void.
2. The Parties agree that in all matters not covered by the Agreement the relevant provisions of the Civil Code shall apply.
3. The common court of competent jurisdiction for the registered office of the Employer shall have jurisdiction to settle any disputes between the Parties.
4. The Agreement has been drawn up in two identical counterparts, one for each of the Parties.
/The Agreement has been drawn up using qualified signatures.
5. The Agreement shall enter into force on the date of its conclusion.
6. Appendices to the Agreement are its integral part and include:
 - 1) Appendix 1 - Contractor's Offer,
 - 2) Appendix 2 - Specimen of the Final Acceptance Report,
 - 3) Appendix 3 - Exatel S.A. Information Clause.
 - 4) Appendix 4 - License Terms

EMPLOYER

CONTRACTOR



Appendix 2 to agreement No.
- Specimen of the Final Acceptance Report

FINAL ACCEPTANCE REPORT - SPECIMEN

concerning Agreement No. dated

for the supply of a software license for the advanced Link Budget calculation application for satellite networks necessary for the implementation of the "SAT2Rescue" project - Secured SATCOM-based solution enhancing emergency services and search & rescue missions

drawn up in on

Contractor
...

Employer
Exatel S.A. ul. Perkuna 47 04-164 Warszawa

1. Specified order items delivered on.....

No.	Description of order items	Quantity	Notes

2. Decision on acceptance

The Employer concludes that:

1. specified in item is accepted*,
2. specified in item is NOT accepted*

3. Reasons for rejection (in the case of rejection of the acceptance)

.....



Dofinansowane przez
Unię Europejską

4. Meeting the deadline for the delivery

The subject of the contract was delivered on time*.

The subject of the contract was **NOT** delivered on time*.

5. Notes and additional provisions

.....

.....

Employer's representative

.....

Contractor's representative

* Delete as appropriate



Appendix 4 to Agreement No.
GDPR privacy notice of EXATEL S.A.

EXATEL S.A. Information clause

Information of EXATEL SA as the data controller

The controller of your personal data is EXATEL S.A. with its registered office in Warsaw (04-164) at ul. Perkuna 47 (hereinafter: "Controller" or "EXATEL").

Contact with the controller is possible in writing to the above-mentioned address of the controller's registered office or electronically using the following e-mail address: kontakt@exatel.pl. In all matters related to personal data protection, you may contact the Data Protection Officer appointed by the controller. Such contact may be made electronically at the e-mail address: odo@exatel.pl or in writing using the address EXATEL S.A., IOD, ul. Perkuna 47, 04-164 Warsaw.

[Data processing]

Your personal data has been made available to the controller by your employer, in connection with the performance of the contract/agreement between your employer and the controller.

The scope of your personal data processed by the controller includes your name and surname, business contact details (address for traditional correspondence, electronic mail, telephone number), as well as other identification data entered in relevant registers or indicated in powers of attorney or other documents (for the purpose of verifying your entitlement to conclude or perform a contract).

Your personal data will be processed for the following purposes:

- 1) performance of the contract/agreement binding the controller with your employer - the legal basis for the processing is the legitimate interest of the controller and your employer (Art. 6 (1) (f) of the GDPR); the legitimate interest is to enable the controller to perform the contract/agreement efficiently on an ongoing basis,
- 2) to fulfil the controller's obligations to keep accounting evidence - the legal basis for processing is the necessity to fulfil the controller's legal obligation under accounting and tax law,
- 3) possibly to pursue claims or defend against claims related to the contract/agreement concluded by EXATEL with your employer - the legal basis for processing is the necessity of processing to fulfil the controller's legitimate interest; the legitimate interest of the controller is the controller's ability to pursue and defend against claims arising out of the contract/agreement with your employer.

[Data retention period]



Your personal data will be stored until the statute of limitations for claims under EXATEL's contract/agreement with your employer, or until the expiration of the obligation to store data under the law.

[Transfer of data]

Your personal data may be transferred to entities processing personal data on behalf of the administrator: IT service providers, entities providing accounting and archiving services, subcontractors supporting EXATEL in providing services to the contractor, with such entities processing data on the basis of an agreement with the administrator and only in accordance with the administrator's instructions.

[Your rights]

You have the right of access to your personal data and the right to request their rectification, erasure or restriction of their processing.

You have the right to object to the processing of your personal data by EXATEL, for reasons related to your particular situation.

In order to exercise the above rights, you should contact the controller or the Data Protection Officer using the contact details indicated above.

You have the right to lodge a complaint to the supervisory authority in charge of personal data protection in Poland, i.e. the Office for Personal Data Protection at ul. Stawki 2 in Warsaw.