LS telcom

**ANNUAL MAINTENANCE CONTRACT (AMC)**
**FOR MAINTENANCE OF LS TELCOM DEVELOPED STANDARD SOFTWARE**

**LS telcom AG contract-no.: LV_ECO_0224_0948146A**

VASES2024/16-S

**§1. Parties**

**Customer:**

Electronic Communications Office
5 Eksporta Street,
LV - Riga 1010
Latvia
(hereinafter referred to as the "Customer")

**Account Manager:**

VAT-No.           LV40003021907

**Service-Provider:**

LS telcom AG
Im Gewerbegebiet 31-33
D-77839 Lichtenau, Germany

(hereinafter referred to as "LS telcom")

**§2. Maintenance Term**

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|---|---|
| **Start (Effective Date):** | (2024-04-01) |
| **End (if time limited):** | (2027-03-31) |

## §3. LS telcom Standard Software under Maintenance ("Software")

Name and number of software licenses under maintenance:

- CHIRplus_BC including FM, TV, T-DAB and DVB-T
- Number of User Licenses: 2

## §4. Maintenance Fee (in EURO, excl. VAT)

- Annual flat rate maintenance fee

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| 1$^{st}$ year | 23,688.00 EUR |
| 2$^{nd}$ year | 24.372.00 EUR |
| 3$^{rd}$ year | 25,556.00 EUR |
| - Total maintenance fee | 73.616.00 EUR (if fixed period) |

\* During the warranty period for the Software to maintain, the annual fee for maintenance of the Software will be 10% lower.

## §5. Services and Terms

This Agreement governs the following standard maintenance services, which are hereinafter collectively referred to as the Standard Maintenance Services:
(1.) availability of regular software updates to bring the Software to the newest version
(2.) availability of support and emergency hotline
(3.) availability of individual distance problem resolution

Details are given in the attached list of LS TELCOM STANDARD MAINTENANCE SERVICES.
Besides, the attached LS TELCOM STANDARD MAINTENANCE TERMS shall apply.

## §6. Contact Points

The current telephone-number for support and emergency hotline is
**+49-7227-9535-600**
The current fax-number for support and problem reporting is
**+49-7227-9535-605**
The current e-mail address for support and problem reporting is
**support@LStelcom.com**

| **Customer**<br>Electronic Communication Office | **LS telcom AG** |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Position: | Position: |
| Date: 22.03.2024. | Date: 27.03.2024 |

Signature:

Name:

Position:

Date: 27.03.2024

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| I. | **LS TELCOM STANDARD SOFTWARE MAINTENANCE SERVICES** |

The Standard Maintenance Services are provided exclusively from LS telcom's place of business (or, if so agreed, partly from the place of business of an authorised partner) and include (1.) availability of regular software updates to bring the Software to the newest version, (2.) availability of support and emergency hotline, (3.) availability of individual distance problem resolution.

## 1. UPDATES TO LATEST SOFTWARE-VERSION

LS telcom is permanently further developing the Software to meet current technical requirements and to reflect users' needs. Software updates include all further developments and enhancements of the Software, except entirely new stand-alone software modules or new software plug-ins with completely new functionality. Updates might for example improve the Software's functionality, e.g. improvements in user interface, executability with newer versions of the third party environment operating or database system, memory management, response times etc., or correct an error or defect of the Software. Updates of the Software will be delivered to the Customer promptly after commercial availability, with relevant documentation and installation instructions. Updates will, except if specifically agreed, be sent to the Customer on LS telcom's discretion on a physical data carrier, via e-mail, or via download availability from the LS telcom ftp server, including installation instructions, license-dongle or license-server-software where applicable. In case LS telcom has remote access to the Software, the parties can also arrange in writing that LS telcom will carry out updates after coordination with the Customer, or if agreed in writing, automatically. Due to the constant further development of the Software, it cannot be guaranteed that the operator's manuals do always in every detail reflect any latest software development, but any major software updates will be accompanied by an update of the existing, or delivery of additional, documentation as soft copies in English language. Possible temporary minor deviations between Software and documentation will therefore not materially affect the use of the documentation. Software updates may require a specific third-party software and/or hardware environment that will be specified by LS telcom and while it is normally possible, LS telcom does however not take over any warranty that the Updates will operate on different software and/or hardware environments than the ones specified for the Updates.

## 2. SUPPORT AND EMERGENCY HOTLINE

Availability of LS telcom's or LS telcom's authorised partner's experts over phone, fax, e-mail or direct online connection for general and urgent problem solving. This support includes answering questions about the use and operation of the Software, giving recommendations, assisting in restoring the functionality of the Software, but also technical support in solving specific tasks with the Software. The Customer shall appoint one person as account manager for this Agreement who collects and forwards the Customer's support and service requests to LS telcom and who is the contact person for LS telcom for the organisation and execution of service and support. LS telcom shall provide support during LS telcom's regular support hours, which are Monday to Friday between 8:00 a.m. and 5:00 p.m. German local time, excluding local holidays, at LS telcom's place of business; the support hours may be adjusted to deviating local circumstances if support is provided by an authorised partner from another location.

## 3.  INDIVIDUAL DISTANCE PROBLEM RESOLUTION / ERROR RESOLUTION

LS telcom takes care of individual Software problems (internal errors of the Software that lead to malfunction, compared with agreed specification), provided that correction work can be done at or from LS telcom premises, and provided that the Customer has complied with all LS telcom recommendations and instructions concerning the installation and operation of the Software, the Software has not been altered, except as authorized by LS telcom, and provided that the defect is not only a minor flaw which does not impair the functionality of the Software. Such problem resolution does not include troubleshooting problems within elements of the third-party software and hardware environment; however, LS telcom may, if necessary, assist in troubleshooting a problem that that has its cause in such a third-party element for a separate charge for the time spent.

The Customer shall attempt to identify and define any problem using all available procedures recommended by LS telcom and specify problems using the LS telcom Problem Report Form current at that time (available upon request). To solve the problem, the Customer will upon LS telcom's discretion receive a software-patch, another software-version or an appropriate workaround.

LS telcom's Reaction Time (the maximum time from when LS telcom receives a Problem Report Form until an expert of LS telcom begins to work on the problem resolution) depends on the severity of the problem as following:

**Priority 1: Essential Problem:** Customer cannot operate the Software at all; major loss of functionality, which might include a substantial loss of the Software and management systems. The inability to use the Software has a critical effect on the Customer's operations. LS telcom shall look after the problem as soon as possible due to the nature and severity of the problem; the maximum reaction time is 16 working hours.

**Priority 2: Average Problem:** Partial inability to operate the Software, basic work is still possible - if necessary, with a work-around - but certain key functions, which are not crucial for the Customer's ability to carry out his work with the Software, are not usable. LS telcom shall look after the problem in due time regarding the nature of the problem and the importance and urgency of the rectification for the functioning of the Software; the maximum reaction time is 3 working days.

**Priority 3: Minor Problem:** The Software is usable with limited functions, which - if necessary, with a work-around - have no significant effect on the operation of the Software. LS telcom shall look after the problem within 7 working days; correction of such minor problems may be carried out by software update at the next regular time for software update.

LS telcom's Reaction Time refers to the LS telcom regular business hours: Monday to Friday between 8:00 am and 5:00 pm German local time, excluding local public holidays at LS telcom's place of business.

| II. | **LS TELCOM STANDARD MAINTENANCE TERMS** |
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### 1. Begin and Term

Unless agreed otherwise in writing, the initial term of this Agreement shall be one year after it came into effect (Effective Date). Following the initial term, and unless agreed upon a certain fixed time, the Agreement shall be automatically prolonged by another year and so on, if neither the Customer nor LS telcom terminate the Agreement to the end of the corresponding contract period by 90 days prior written notice.

### 2. Scope of License

Software updates under this Agreement are subject to, and do not change, the license conditions for the Software from the license agreement under which the Software was licensed.

### 3. Price

The maintenance fee is a fixed flat rate and does not include taxes (e.g. VAT), any tax withholdings or customs duties. If the Customer is obliged to pay a part of the fee as withholding to a governmental authority in the Customer's country for tax or other reasons (e.g. withholding tax), the fee payable to LS telcom shall be increased accordingly so that LS telcom receives the agreed fee on its account. The costs of any third-party software, hardware or services (e.g. for hosting) for the required software and hardware environment to operate the Software are not included in the maintenance fee. The purchase of additional Software licences, further Software modules, add-ons, new functionalities, or other enhancements to the Software already under maintenance will result in an automatic proportional increase of the flat rate maintenance fee from the date of purchase.

### 4. Reinstating Interrupted Maintenance / Ordering Maintenance for Older Software Versions

A major part of the maintenance is continuous updates to the newest Software version. If the Customer wishes to obtain or reinstate maintenance for Software that has not been under maintenance at all or for a certain time period, start or reinstating of maintenance will require an update to the latest Software version upon reasonable separate payment determined by LS telcom, depending on the version gap. That separate payment shall be made at the start of this Maintenance Agreement.

### 5. No Different Versions of the Same Software

Several user licenses of the Software, which are licensed to the Customer, can only be under the same version. Therefore, in case of update deliveries for Software under warranty or maintenance, the Customer is obliged to acquire updates to the same Software version for all Customers' user licenses for identical Software. Older licenses that are not covered by warranty or maintenance will require an update to the latest Software version upon reasonable separate payment determined by LS telcom, depending on the version gap. That separate payment shall be made at the start of this Maintenance Agreement.

**6. No Mandatory Update**

Updates are not mandatory. Should the Customer decide to not install an update to the latest software version, LS telcom will provide SUPPORT AND EMERGENCY HOTLINE and INDIVIDUAL DISTANCE PROBLEM RESOLUTION / ERROR RESOLUTION for the one previous version of the then current Software. For any LS telcom software that is two or more versions older than the current Software, LS telcom will provide SUPPORT AND EMERGENCY HOTLINE only.

**7. Payment**

Generally, payment shall be done according to the banking details mentioned in the invoice or as mentioned otherwise by LS telcom. LS telcom's invoices are payable within 30 days upon invoice date without any discount. All charges and commissions of bank transfers are on charge of the Customer. The regular maintenance fee is due for the sole availability of the services and does not require the actual use of the services; therefore, proof of activity or acceptance is not a due date requirement for payment. The currency for payment is EURO, if not expressly mentioned otherwise. The maintenance fee will be charged in instalments quarterly in advance. LS telcom is entitled to - annually at each anniversary of the Agreement - adjust the Charges proportionally to changes in the German Consumer Price Index (VPI). In case of delay of payment by the Customer, LS telcom is entitled to an annual interest of 5% above the then valid EURIBOR interest rate of the payment due, and to suspend services / deliveries until payment is received.

**8. Taxes and Charges**

All taxes and charges payable in the country of destination which LS telcom may be exposed to in connection with the execution of an order will be paid by the Customer immediately upon submission of the related official documents. In case the Customer has its place of business within the European Union, the Customer shall state his VAT-No., and by signing this Agreement he confirms that he is tax-registered for VAT and has the status of an entrepreneur for the purpose of VAT.

**9. Services not Covered by the Annual Maintenance Fee / Change of Maintenance Scope**

The flat rate maintenance fee covers the Standard Maintenance Services as specified in part I. of this Agreement. The costs for services provided by LS telcom or its authorised partners that are not covered by the scope or support hours of the Standard Maintenance Services may be invoiced separately. The Standard Maintenance Services do not include e.g. services caused by improper use of the Software; if the Customer does not provide a suitable software and hardware environment for the Software as recommended by LS telcom; changes, additions or enhancements to the Software not approved by LS telcom; fire, flood, lightning, earthquake and other events beyond LS telcom's control; maintenance work performed by another party not authorised by LS telcom; and in the event of breach by the Customer of its obligations under this Maintenance Agreement or under the original supply or licence agreement. In the event the Customer requests the provision of maintenance services, and LS telcom discovers during the provision of the services that they are not within the scope of the Standard Maintenance Services covered by the fees and subject of this Agreement, e.g. because a problem is not caused by the Software, but by other reason (e.g. software or hardware environment defective or deviating from LS telcom's specifications), then LS telcom shall inform and charge the Customer for the costs and the work carried out for the ordered services in accordance with LS telcom's standard rates applicable at the time of the service.

**10. Required 3rd party software, hardware and service environment**

In case a Software update requires an update or upgrade of the 3$^{rd}$ party software, hardware or service environment, e.g. Oracle, Citrix, Microsoft, hosting service etc., it is the Customer's responsibility to provide these as part of the environment required for the update. Subject to separate agreement, LS telcom may assist the Customer in obtaining and installing the required 3rd party environment elements but cannot provide any warranty or liability for such 3rd party elements; this is subject to the direct agreements between the Customer and the 3rd party supplier. Should the Customer not wish to update the 3rd party environment, although this would be necessary for the operation of a Software update, the Software update should be put on hold until the Customer is ready to adapt the 3rd party environment. The clause "No Mandatory Update" will apply in that case.

**11. Customer's Cooperation Obligations**

The Customer shall attempt to identify and define each problem using all available procedures set forth in the documentation or received by LS telcom support and specify problems using the LS telcom Problem Report Form current at that time (available upon request). The Customer shall appoint one person as account manager for this Agreement who will collect and forward the Customer's support and service requests to LS telcom and who will be the contact person for LS telcom for the organization and execution of service and support. The Customer shall provide LS telcom with access to and let use the facilities, Software and hardware installations and services of the designated premises as necessary to enable LS telcom to perform its obligations under this Agreement. The Customer shall be responsible for the security and integrity of the backup and restoration of the Software, data and software environment and shall ensure that a backup of the relevant data is made immediately prior to the provision of any Service.

Problem Reporting:

Each Problem Report sent to LS telcom shall contain the following information:

- Customer product identification number (license serial number and Customer name);
- Customer Problem Report identification number (if already known);
- The Customer's suggested classification of the problem (Essential / Average / Minor)
- A description of the commands and procedures that reproduce the problem;
- A short description of the problem and its impact on Software's performance;
- A description of the hardware, software and service environment;
- Software name and version;
- Examples of input;
- The resulting output;
- The expected output;
- Any special circumstances surrounding the discovery of the problem.

**11. Warranty, Fee Reduction and Termination for Non-Performance**

For Software updates, LS telcom warrants that commencing from the date of an update delivery to the Customer and continuing for a period of 90 days: (a) the media on which the Software update is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software update substantially conforms to its specifications. Except for the foregoing, the update is provided "as is". The Customer's sole and exclusive remedy and the entire liability of LS telcom under

this limited warranty will be at LS telcom's option, repair, or replacement of the update, which may include going back to the previous Software version. LS telcom does not warrant to resolve issues caused by third-party software, hardware, services (e.g. hosting), or network problems.

For the Standard Maintenance Services, LS telcom will use all reasonable commercial efforts to provide the services in a professional manner, but LS telcom cannot guarantee that each and every question or problem raised will be resolved. Nothing in this Maintenance Agreement shall be construed as expanding or adding to the warranty for the licensed Software in the End-User License Agreement.

In case LS telcom - due to reasons that LS telcom is solely responsible for - does not satisfactorily perform the maintenance services according to its contractual duties, and does not cure such insufficient performance despite written notice of the Customer stating a reasonable deadline for remedy, the Customer is entitled to an appropriate reduction of the maintenance fee, proportional to the time of delay and to the other services that are performed satisfactorily under this Agreement, during the time that the delay continues. If the delay continues until after the deadline, and the delay is not any longer reasonable for the Customer, taking into account the nature of the service and its importance, the Customer shall be entitled to terminate the contract with immediate effect. Other legal remedies are excluded.

## 12. Limited Liability
FOR CONTRACTUAL LIABILITY, THE WARRANTIES ACCORDING TO THE CLAUSE "WARRANTY, FEE REDUCTION AND TERMINATION FOR NON-PERFORMANCE" ARE EXCLUSIVE; ANY OTHER CONTRACTUAL LIABILITY OR WARRANTY (EXPRESS OR IMPLIED) AND ALL SUCH LIABILITIES AND WARRANTIES (SAVE ANY WHICH MAY NOT LAWFULLY BE EXCLUDED) ARE EXCLUDED, WHICH MEANS THAT EXCEPT FOR THE WARRANTY EXPRESSLY GRANTED TO THE CUSTOMER, LS TELCOM MAKES NO WARRANTY OR REPRESENTATION RELATING TO THE SOFTWARE, HARDWARE AND SERVICES, THE DOCUMENTATION OR THIS AGREEMENT. LS TELCOM DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR CERTAIN REQUIREMENTS OF THE CUSTOMER, WHICH ARE NOT EXPRESSLY AGREED UPON BETWEEN THE PARTIES. FOR THE REST, EXCEPT IN CASES OF DEATH OR PERSONAL INJURY, DAMAGES CAUSED BY FRAUD OR INTENT, IPR INDEMNIFICATION, DAMAGES TO TANGIBLE PROPERTY OF THE CUSTOMER, AND OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE LAW GOVERNING THIS AGREEMENT, LS TELCOM AND ITS AUTHORIZED PARTNER SHALL NOT BE LIABLE TO THE CUSTOMER OUT OF AND IN CONNECTION WITH THIS CONTRACT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, E.G. LOSS OF PROFIT, ADDITIONAL COSTS OR FOR ANY DAMAGE SUFFERED BY ANY THIRD PARTY, CLAIMED AGAINST THE CUSTOMER, AND LS TELCOM'S AND IT'S AUTHORIZED PARTNER'S AGGREGATE MAXIMUM LIABILITY OUT OF AND IN CONNECTION WITH THIS CONTRACT SHALL BE EQUAL TO THE ANNUAL MAINTENANCE FEE.

## 13. Force Majeure
LS telcom shall not be liable for any act, omission, or failure to fulfil its obligations under the Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, warlike situations, fire, communication line failures, power failures, shortage in raw material or labour, natural disaster, acts of the

Customer or failure of the Customer to act, default of any subcontractor of the Customer, and decisions by an authority, even if the Customer is an authority.

**14.  IPR/Copyright Infringement Indemnification and Remedy**

LS telcom will defend the Customer from and against any claim brought by a third party against the Customer to the extent such claim alleges that the Software directly infringes any intellectual property rights of such third party ("Claim"), and LS telcom will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against the Customer by a court of competent jurisdiction or agreed to in a written settlement agreement approved by LS telcom arising out of such Claim, provided that the Customer: (i) gives LS telcom immediate written notice upon learning of a Claim or potential Claim; (ii) allows LS telcom to assume sole control of the defence of such Claim and all related negotiations including settlement negotiations; and (iii) reasonably cooperates with LS telcom, at LS telcom's request and expense, in the defence or settlement of the Claim, including the provision of all necessary assistance, information and authority, if and as required by LS telcom. LS telcom shall have no liability for any Claim based in whole or in part on (i) the use of an outdated or altered releases of the Software if the infringement would have been avoided by the use of a current and/or unaltered release of the Software, (ii) the unauthorized modification or combination with other software of the LS telcom Software if the infringement would have been avoided without such modification or combination, (iii) the use of the Software outside of the scope of the granted license, or (iv) third party software, including open source software, incorporated in the Software. If any LS telcom Software delivered under this Agreement in total or in part is held by a court of competent jurisdiction to infringe any intellectual property rights of a third party, or if LS telcom believes that this may be the case, LS telcom shall, in its sole discretion and at its expense (i) replace or modify the Software to be non-infringing, provided that the replacement provides substantially similar functionality; or (ii) obtain for the Customer a license to continue using the Software; or (iii) if LS telcom determines that it cannot obtain the first two possibilities upon commercially reasonable terms, LS telcom may require the Customer to go back to a previous version of the Software that did not infringe any intellectual property rights of a third party. The indemnity provided herein states LS telcom's and its affiliates' and resellers' entire liability and Customer's sole and exclusive remedy for any claim of intellectual property or copyright infringement by, or with respect to, the Software delivered under this Agreement.

**15.  Export Regulations**

Certain business of LS telcom may from time to time be subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations, which prohibit export or forwarding of certain products and technology to certain countries. The Customer shall comply with any applicable export laws and regulations and obtain any and all export licenses and/or governmental approvals, if necessary, and shall indemnify LS telcom against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from the Customer's breach or non-compliance with this article. The Customer shall if necessary, forward these obligations to its own customers and acknowledges that the obligations contained in this article shall survive the termination of any agreement of other arrangement under which LS telcom delivered the products to the Customer.

**16.  Data Protection**

It is the exclusive responsibility of the Customer to ascertain that all processing of personal data by the Software is done in accordance with the applicable laws, e.g. if applicable the German Data Protection Act ("BDSG") and the European General Data Protection Regulation EU 2016/679 ("GDPR"). In case the Customer contracts LS telcom to work on or with personal data provided by the Customer, the Customer is obliged to ensure that the personal data is and has been processed by the Customer in accordance with all applicable laws and that the requirements for the lawfulness of LS telcom's work with such data (e.g. according to Art. 6 para 1 and 4 GDPR) are met, before giving LS telcom access to the data. According to Art. 28 GDPR and national legislation, e.g. sec 11 BDSG, the processing of personal data by LS telcom on behalf of the Customer requires a written data processor agreement with the stipulations listed in Art.28 para 3 GDPR. Therefore, in case the Customer or LS telcom identify before or during the ordering process that LS telcom will process personal data under the order, the parties must inform each other and set up and sign such data processor agreement.

## 17. Waiver and Severability

No delay, neglect, or forbearance by LS telcom in enforcing against the Customer any contractual obligation will be a waiver, or in any way prejudice any right, of LS telcom. If any provision of this Agreement between LS telcom and the Customer, including these terms, is held to be invalid, illegal, or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect. The Parties undertake to replace the provision that is or has become invalid in whole or in part by a valid provision, the economic result of which comes as close as possible to that of the invalid provision. In the event that the Agreement does not deal with certain issues, the same procedure shall apply.

## 18. Assignments

The Customer must not assign or transfer its rights or obligations under this Agreement with LS telcom without the prior written consent of LS telcom.

## 19. Special Remark

Radio wave propagation and interference analysis and prognoses achieved with some of LS telcom Software products are based upon computer aided simulation models and algorithms. The models implemented cannot be considered as generally valid for all different cases in reality. To avoid misuse and misinterpretation, the system must be used by trained technical personnel. Any such simulation models and the results achieved by their use are highly dependent upon the quality and accuracy of the input data, e. g. the wave transmitting and receiving characteristics of the relevant antennas, the strength and characteristics of radio signals and interference signals and the accuracy of topographical data of the relevant terrestrial surface. Also, the propagation models and algorithms themselves can change over time in different Software versions, due to general industry standard scientific and/or software specific further developments. LS telcom can therefore not warrant the accuracy of the results achieved with LS telcom Software with the actual conditions in reality, and disclaims and excludes any warranty or liability for damages resulting from deviation of the Software results from real-world scenarios, e.g. due to the lack of verification, misuse, misinterpretation or further development of models and results, partly because it is impossible for LS telcom to verify the correctness and quality of all input data compared to the reality, partly because certain input information such as sources of interference radio signals, radio wave reflection and other

relevant attributes of future construction development are future circumstances that can only be roughly estimated, and partly because simulation models typically cannot take all factors from reality into consideration and can underlie own further development. For that reason, LS telcom likes to point out that results achieved with LS telcom Software under certain circumstances can deviate substantially from the real-world scenario, and, before the realization of actual measures (including frequency licensing) and throughout their implementation, results of any technical assessment that are close to a decision threshold (e.g. license granted or denied) should undergo a careful manual technical assessment involving subject matters experts and potentially complementary field measurements to verify or adapt the analysis and prognosis results to the real-world conditions.

## 20. Confidentiality

Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third-party documents, data, prices and conditions of offers and other contractual material or any other information which is confidential to the other party. For clarification, any contractual document is also to be considered as confidential, especially, but not only, the technical specifications as well as documents and clauses with operational and commercial content. The confidentiality obligations shall continue to be valid after the end of the business. On request of one party, the parties will sign a separate Non-Disclosure-Agreement.

## 21 Withdrawing

The Customer is entitled without compensating damages, paying a contractual penalty and other expenses that may arise when exercising this right, to unilaterally withdraw from the Agreement, by notifying the Contractor at least 10 (ten) calendar days in advance if the case referred to in Article 11[1], Part Five of the Law on International and National Sanctions of the Republic of Latvia has been established or the Contractor, its board and/or council member, beneficial owner, person entitled to represent and/or procurator complies with Regulation of the European Parliament and the Council of 2014 July 31 (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as specified in Article 5.k, Clause 1;

## 22. Applicable Law and Jurisdiction

The parties agree that the Agreement shall be governed by the laws of Germany. The UN Sales Convention shall not apply. Place of jurisdiction shall be Baden-Baden, Germany.