



Specific Terms and Conditions

FA-IT-003-0125

Websites for UPC and PMAC

Table of Contents

1. OBJECT	3
2. SERVICES	3
3. OBLIGATIONS RELATING TO DEVELOPMENTS	3
3.1. Functional analysis	3
3.2. Organic analysis	4
3.3. Development environment	4
3.4. Test environment	4
3.5. Production environment	5
3.6. Expected results	5
3.7. Progress reports	5
3.8. Technical architecture file	6
3.9. Visual models	6
3.10. Documentation	6
3.11. Training and knowledge transfer	7
4. TEAM RESPONSIBLE FOR THE DELIVERY OF THE SOLUTION	7
5. REVERSIBILITY	9
6. SECURITY	10
7. SAFETY INSTRUCTIONS AND PROFESSIONAL SECRECY	11
8. AUDIT RIGHTS	12
9. GOVERNING LAW AND JURISDICTION	13
10. SIGNATURES	13

1. OBJECT

UPC engages the Economic Operator to provide the delivery of the Solution to UPC under the scope of the Contract *FA-IT-003-0125-Websites-for-UPC-and-PMAC*, as described in the Contract Notice and its appendices.

2. SERVICES

The area covered by the Solution, as well as the UPC Terms and Conditions, as defined in the UPC Request for Proposal, must be strictly adhered to by the Economic Operator.

Nevertheless, in accordance with its duty of advice and loyalty to UPC, the Economic Operator undertakes to spontaneously report any additional information relating to the Solution which represents a risk or an interest for UPC.

In addition, the Economic Operator duties shall include, where relevant, the set-up testing of the aforesaid Solution in the UPC's operations, with training, provision of user documentation and support.

3. OBLIGATIONS RELATING TO DEVELOPMENTS

When the Economic Operator oversees an IT development assignment, the Economic Operator undertakes to carry out its assignment under the UPC Terms and Conditions described by UPC in accordance with its needs.

In this respect, the Economic Operator must set up, in accordance with the Contract, a study of the Solution's compliance benchmark.

3.1. Functional analysis

In all cases, the Economic Operator must carry out a progressive design, which includes a period of functional and global studies which must be the subject of a report with clear, complete, and precise specifications as to the objectives pursued by the Economic Operator. The UPC may at its sole discretion, and without any compensation being claimed in this respect, accept, or refuse the Economic Operator's functional analysis.

3.2. Organic analysis

The Economic Operator shall, when the functional analysis is accepted by the UPC, carry out an organic analysis, i.e., detailing the technical means and choices to achieve the objectives, as well as the technical specificities of the processing and the system and the accountabilities and risks present in the environment of the UPC's systems.

3.3. Development environment

The Parties declare that the working tools (licences, databases, hardware, etc.), unless otherwise stipulated, are the responsibility of the Economic Operator, as is the management of the development environment.

The Economic Operator shall ensure that the development tools and their versions have been approved by UPC before commencing development.

3.4. Test environment

The Economic Operator shall be responsible for the means required to simulate the operation of the UPC environment in order to carry out effective and relevant tests before delivering the Deliverables for the UPC tests. The Economic Operator undertakes to specify whether it does not use automated test procedures and tools.

In accordance with its confidentiality obligations under the Contract, the Economic Operator undertakes to use anonymous data in the development environment.

To comply with the procedures in place for receiving Products, the UPC's test environment will be used. This environment is a replica of the production environment. As such, only the tested software versions must be offered for installation in the test environment. The Economic Operator must prove by submitting reports that its tests (unit, integration, non-regression, performance, etc.) have been carried out correctly.

The procedure prior to deployment of the Solution in the test environment is described in the Contract.

3.5. Production environment

Unless expressly agreed otherwise in the Contract, the Solution will be hosted on UPC's servers, which will remain temporary accessible to the Economic Operator.

Production will be started by UPC only if the Solution is declared compliant with UPC's acceptance tests. The description of the procedure prior to deployment of the application in the production environment is communicated by the Economic Operator.

3.6. Expected results

At the start of the Contract, the Economic Operator in accordance with the Contract, prepares a Solution management plan and progress reports, and shall adapt them to the specific requirements of the Solution, including all the relevant and necessary elements supplied by UPC.

All the integrated elements, as well as the amended Solution management plan, must be validated by UPC.

3.7. Progress reports

In accordance with the Contract, the Economic Operator must draw up a progress report to be delivered every month, unless expressly provided by the Parties. Without prejudice to the provisions of the Contract, this progress report must include:

- A macroscopic view of the Solution
- The activities in progress and completed during the period
- Finalised activities
- Activities planned for the next period
- The current status of budgets and consumption
- A summary of requests for changes
- A summary of decisions taken
- Risks and corrective actions
- Outstanding issues

The progress of the Solution will also be tracked using the schedule defined for the development of the Solution. An update of this schedule is to be sent to the UPC on a monthly basis.

3.8. Technical architecture file

Any information system using the UPC infrastructure must comply with the technical standards described in the Contract.

Before starting developments, the Economic Operator must analyse and describe in general terms the technical solution and architecture that it intends to implement. This document will typically be the result of an iterative process. The drafting of the technical analysis and architecture file should be included in the Solution schedule.

The technical solution and the architecture file presented with the Tender will be evaluated in terms of the quality of the solution. Nevertheless, the technical analyses and the proof of concept of the Solution may reveal incompatibilities with the UPC standards, and the Solution must be revised accordingly.

As the future application will be hosted on the UPC's shared, high-availability infrastructure, it must ensure that it complies with the constraints imposed on it. All technical choices must be approved in principle by the UPC. In exceptional cases and subject to acceptance, other approaches or technical components may be used instead of those initially recommended by the UPC. An architecture review period of 3 (three) weeks must be allowed for each iteration.

3.9. Visual models

The application module will be modelled to enable functional validation by users. This model will also be used to carry out usability tests. This is therefore a potentially iterative process.

3.10. Documentation

The Economic Operator must produce:

- Technical documentation ensuring the transfer of knowledge between the Economic Operator and the UPC
- User documentation serving as a basis for user training

This documentation will be delivered on a durable medium and in a compatible electronic format that can be modified by the UPC.

The compulsory documents include (but are not necessarily limited to):

- Detailed technical specifications (based on the technical analysis)
- Detailed architecture file
- The operating manual
- User manuals (one for each type of user)

When the source code is the sole property of the UPC, it will be clearly and extensively documented.

3.11. Training and knowledge transfer

Provision must be made for training materials and the holding of training sessions for the benefit of the UPC for users.

The right of supervision and the transfer of knowledge from the entire Solution to the UPC IT team must be guaranteed throughout the Contract.

The proposed solutions and approach must take into account the fact that, at the end of the Solution, the UPC wishes, if so decided, to be able to guarantee the maintenance of the system itself. This implies, among other things, making available free of charge any utilities, frameworks, code generators, etc. used by the Economic Operator during development.

4. TEAM RESPONSIBLE FOR THE DELIVERY OF THE SOLUTION

The Economic Operator and UPC agree that UPC, at its sole discretion, may, under the UPC Request for proposal, request the Economic Operator to identify a team responsible for the delivery of the Solution.

In this event, the Economic Operator undertakes, insofar as possible, to ensure that the team entrusted with the assignment remain(s) the same throughout the duration of the Solution. The team, as mentioned above, oversees the delivery of the Services and the Solution, and will comply with the requirements and timetable in force in the various organizations where he will carry out this delivery, in accordance with the Contract.

Unless otherwise expressly stipulated in the Contract, the Economic Operator in charge of the assignment shall deploy a team responsible for the delivery of the Solution on a full-time basis

and may not, during the term of the Contract, engage in any other long-term remunerated occupation of the same nature as that of the Contract, whether on behalf of a natural or legal person, public or private, without prior written authorization from UPC.

The Economic Operator is informed and accepts that UPC may, at its sole discretion and in a written form, request the replacement of members of the team responsible for the delivery of the Solution. In this event, the Economic Operator shall, in accordance with the Contract, immediately replace the concerned members.

Where relevant to the Solution, and unless otherwise stipulated in the Contract, the Economic Operator declares that:

- In the event of planned extended absence (more than 4 weeks), the Economic Operator will be required to take the necessary measures to ensure the continuity and quality of the Services provided under the Contract
- The Economic Operator will inform UPC of periods of leave of more than 3 (three) working days that members of the team responsible for the delivery of the Solution will be taking, no later than 4 (four) weeks in advance
- The Economic Operator shall notify UPC of any absence due to accident, illness or unforeseen circumstances. Where applicable, no payment is due for periods of absence of the members of the team responsible for the delivery of the Solution
- In the event of resignation or prolonged unplanned absence (e.g., illness, accident), the Economic Operator must inform UPC within 15 (fifteen) days of receipt of the letter of resignation and as soon as possible after becoming aware of the absence. At the same time, the Economic Operator will propose a temporary or permanent replacement. Based on the profile and skills of the proposed replacement, the UPC will decide whether to accept the proposed replacement. This acceptance (or refusal) will be made by sending a written document (traditional mail or e-mail)
- In the event of a replacement, a transition period equivalent to (15) fifteen working days of services for the replacement shall in principle be borne by the Economic Operator. If, in the event of a replacement, the Economic Operator is unable to offer personnel who meet the conditions for fulfilling the assignment, UPC is entitled to terminate the Contract. The Economic Operator is hereby informed that in such circumstances, no compensation may be claimed by the Economic Operator

It should be noted that in all circumstances, the Contract may be terminated or modified at the request of UPC if, after the start of the Contract, the person made available by the Economic Operator and, where applicable, his subcontractor is replaced by the Economic Operator without the prior written agreement of UPC.

Likewise, in all cases, the Economic Operator shall, in accordance with the Contract, be responsible for its employees and subcontractors, for compliance with the provisions of the Contract.

5. REVERSIBILITY

In the event of termination of the Contract, the Economic Operator undertakes to cooperate in good faith and in a professional manner with UPC to ensure the successful termination of the delivery of Services and the transfer to the alternative service provider chosen by UPC, whether this involves returning the data to UPC, or transferring it to another service provider.

This is the responsibility of the Economic Operator to provide the reversibility Solution plan to UPC.

With regard to the reversibility Solution plan, the Economic Operator will collaborate as follows:

- by adopting, during the reversibility period, the same quality approach in the execution of the Services as during the term of the Contract, provided that the Economic Operator remains in control of the Services in question. In this respect, as soon as a resource is transferred to the new provider or UPC, the Economic Operator remains responsible for its quality and integrity until formal acceptance by UPC
- making every effort and using all necessary means to ensure that the milestones and deadlines agreed by the Parties are met, so that the activities and services provided by the UPC are and remain compliant with European Union policy, laws and regulations

If the Contract is terminated for any reason attributable to a breach of contract by UPC, the Economic Operator retains an obligation to provide transition services and will make its data available to UPC.

Data must be made available (exported) in the stored format (as is, wherever available, in the current raw format).

When all UPC data and resources are transferred to UPC or a third party (or destroyed/deleted if requested by UPC), the Economic Operator shall provide a document attesting to such transfer and/or deletion.

If the Economic Operator is unable to destroy or delete any of the UPC's resources and/or data for technical or legal reasons, it will inform the UPC of the causes and will take all necessary measures to come as close as possible to complete and permanent deletion and to anonymize the remaining data.

Services related to the transfer to another service provider (including the return of services to UPC), within the framework of reversibility, will be established by a quote request upon signature of the Contract with the Economic Operator.

6. SECURITY

The UPC is, in any event, responsible for the use, conservation and confidentiality of the means of authentication which it has entrusted to its personnel, and which allow access to the Solution.

In this respect, the Economic Operator must assist the UPC in implementing an information systems security policy adapted to the Solution, with complete application guidelines, and in training its personnel.

In the event of a security alert suggesting hacking, fraudulent access or any other breach of the Economic Operator's or UPC's information system, the Economic Operator undertakes to contact UPC to take all necessary measures.

The Economic Operator undertakes to report any event related to information security as soon as possible to the UPC (e.g., violation of an applicable law or regulation, detection of Malicious programs and/or code, disclosure of UPC information, destruction, loss or alteration, unauthorized disclosure of personal data transmitted, stored or otherwise processed or unauthorized access to such data whether accidental or unlawful, which are likely to result in physical or material damage or moral harm).

Any interruption of the Solution or of access to the Solution for reasons not provided for in the Contract shall expose the Economic Operator to the payment of compensation or to the termination of the Contract. The Economic Operator and UPC agree on the exact causes and details of security alerts in the Contract.

On this occasion, the Economic Operator undertakes to provide all useful information to UPC, in particular to enable it to respond to requests from its own partners, regulators or State authorities concerning the security alert of which it may have indirectly been the victim.

7. SAFETY INSTRUCTIONS AND PROFESSIONAL SECRECY

The Economic Operator must ensure that appropriate security measures are implemented in all circumstances, to prevent data or documents from being distorted, damaged, or accessed by unauthorized third parties, either physically or logically. Any cost will be at the charge of the Economic Operator.

The Economic Operator's team responsible for the delivery of the Solution are entrusted with the mission to respect professional secrecy and sign UPC non-disclosure agreements provided at the start of the mission.

The obligation of confidentiality continues beyond the Contract period.

The Economic Operator is liable to prosecution before the competent court if it discloses any information or document, even after the Contract has expired.

The Economic Operator's team responsible for the delivery of the Solution shall observe the strictest discretion about all information and documents relating to the activities of UPC to which it has direct or indirect access. The Economic Operator's team responsible for the delivery of the Solution will not disclose any information, data, or document, emanating from UPC or created as per the Contract. The information and documents brought to the attention of the Economic Operator may only be used within the framework of this Contract, and in the interest of UPC, to the exclusion of any other use, including those which may be of personal benefit to the Economic Operator.

The Economic Operator will take all necessary steps to ensure that the obligations described in the Contract are applied by the Economic Operator's team responsible for the delivery of the Solution, as well as any other person executing all or part of the Contract.

The Economic Operator shall certify in writing that it has taken all necessary steps in this direction. In the absence of such express certification, the performance by its personnel or any other person of all or part of the Contract will be considered by UPC as an implicit

declaration by the Economic Operator to have taken all necessary steps and will bind the Economic Operator, its personnel and any other person performing all or part of the Contract.

In strict compliance with the obligations relating to professional secrecy, data protection and confidentiality, the Economic Operator guarantees all damage that may result from remote access by the Economic Operator to the UPC's infrastructure, granted by the latter for the purpose of performing the Contract, in particular to the administrator passwords related to certain services or applications in relation to the performance of the Services. This is essential to the performance of the Services as defined in this Contract.

8. AUDIT RIGHTS

Without prejudice of the General Terms and Conditions, after giving at least 1 (one) month's written notice to the Economic Operator, the UPC may, at its own expense, carry out an audit of the processes and security measures (technical and organizational) put in place to prevent any access to or fraudulent use of UPC data and/or resources and/or information (hereinafter "UPC Data"), and to prevent any loss, alteration, or destruction of such data.

UPC Data is to be understood in the broadest sense of the term and may include personal data for which the UPC is responsible, data from other administrations or departments stored with the UPC, source code, contractual data and other data.

To this end, the UPC will appoint an independent auditor who is not a competitor of Economic Operator, who must be validated by the Economic Operator, and who must sign a confidentiality agreement.

The audit must be carried out within the strict limits described above, and may not cover the Economic Operator financial, accounting, or commercial data. The Economic Operator undertakes to cooperate in good faith with the auditor and to facilitate the audit by providing all necessary information and responding to all audit-related requests.

The audit will be carried out during the Economic Operator's Business Hours.

A copy of the audit report drawn up by the auditor will be given to each Party and will be examined jointly by the UPC, and the Economic Operator, who undertake to meet for this purpose, and to implement corrective actions to the problems raised.

9. GOVERNING LAW AND JURISDICTION

These Specific Terms and Conditions shall be governed by Luxembourg law.

The courts of Luxembourg-city shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any dispute which may arise out of or in connection with these Specific Terms and Conditions and, for these purposes, each party irrevocably submits to the courts of Luxembourg-city. Each party irrevocably waives any objection which it might at any time have to the courts of Luxembourg-city being nominated as the forum to hear and decide any such suit, action or proceedings or to settle any such disputes and agrees not to claim that the courts of Luxembourg-city are not a convenient or appropriate forum.

10. SIGNATURES

UNIFIED PATENT COURT

[NAME OF COMPANY /PERSON]

The President of the Court of Appeal,
Klaus Grabinski

[SIGNING AUTHORITY]

[NAME OF THE SIGNATORY]

Signature:

Signature:
