

## AGREEMENT N° CS-164/2020

**Service purchase Agreement between Nuclebrás Equipamentos Pesados S/A NUCLEP and SteelProjects, in the format below:**

### 1 PARTIES

1.1 Nuclebrás Equipamentos Pesados S/A – NUCLEP, private company controlled by the government located in Av. Gal. Euclides de Oliveira Figueiredo, 200, Itaguaí, RJ, Brazil, hereinafter referred to as NUCLEP, herein represented by Oscar Moreira da Silva Filho, ID 336607, CPF ( Individual Taxpayer Identification Number) 730.465.237-34, as Managing Director and by Nicola Mirto Neto, ID 22121059-3, CPF 141.248.308-58 as Chief Commercial Officer and SteelProjects, located in Rue des Frères Lumière, 38200, Vienne, France, hereinafter referred to as the CONTRACTOR, herein represented by Didier Bonnet as President, hereby mutually agree to enter into this Agreement, subject to the following terms and conditions:

### 2 PROCEDURE

2.1 This Agreement is bound to the price proposal 20SAL05133 00 (Annex I), the Reference Term (Annex II) and to the Risk Management and Allocation Matrix (Annex III) which are an integral part of this Agreement. This process was preceded by the impossibility of bidding process, based on art. 30, Caput of Law No. 13303/2016 and art. 102, I, of NUCLEP's Procurement Regulation/2017 and NUCLEP's Regulation on Tenders and Contracts.

### 3 PURPOSE OF THE AGREEMENT

3.1 Hiring additional resources, including module and usage licenses for SteelProjects PLM software.

### 4 TECHNICAL SPECIFICATION

4.1 The CONTRACTOR undertakes to sell and NUCLEP undertakes to purchase the goods mentioned, under the terms and conditions set forth below, required by RC 51306:



Item	Specification	Und
1	Excel Import	1
2	DXF/DWG Import	1
3	DSTV Import	1
4	Project Manager – Additional License	4
5	Production Manager	4
6	Production Viewer – Additional License	1
7	Section Nesting - 1ª License	1
8	Plate Nesting - 1ª License	1
9	Pós Processor – Messer M3600	1
10	Pós Processor – Messer 4000	1
11	Shipping Module - 1ª License	1
12	Shipping Module – Additional License	1
13	Export FNC - Tal2020	1
14	Workshop Assistant - License	3
15	Commissioning and Training	8

## 5 JUSTIFICATIVE

### 5.1 Necessity

5.1.1 On March 20, 2020, Nuclep acquired the SteelProjects PLM industrial management software to manage the new plant for power transmission towers and substations. After installation and training in the software, during the production stages between March and July / 2020, the need to purchase additional modules was verified, as described in the Demand Official Document and transcribed on this Agreement.



5.1.2 These items aim to expand the management capacity of the SteelProjects tool by granting a greater number of simultaneous accesses with additional licenses and new features with the new modules purchased. This expansion is essential to meet the current demands of the factory for power transmission towers and substations.

## 5.2 Brand Definition

5.2.1 As defined in the Demand Officialization Document and observed in the Preliminary Technical Study, this acquisition aims to meet a demand for expanding the capacity of the SteelProjects tool, which manages the entire product life cycle (PLM) of tower manufacturing projects power transmission.

5.2.2 Because it is an integral part of the current solution, in production since March/ 2020, only the manufacturer SteelProjects is able to meet the demand, characterizing inexhaustibly of bidding.

## 6. SPECIFICATION

### 6.1 Item 01: Excel import module

6.1.1 This module allows you to import part information from a project, in Excel list format and insert this information in the PProject Manager module;

### 6.2 Item 02: DXF/ DWG import module

6.2.1 This module allows importing single parts and sheet profiles with AutoCAD DXF / DWG extension. The import procedure is done with the opening of a DXF / DWG file for each piece, and it is necessary to have traced by selecting each side of the profile in question

### 6.3 Item 03: DSTV import module

6.3.1 This module will be installed with Project Manager or Production Manager to import and add information received from the project, to follow the manufacturing flow.

### 6.4 Item 04: Project Manager

6.4.1 SteelProject Project Management Module



## **6.5 Item 05: PProduction Manager**

6.5.1 SteelProject Production Management Module

## **6.6 Item 06: Production Viewer - Additional License**

6.6.1 Visualization of the indicators following the production control, without the possibility of modifying production data

## **6.7 Item 07: Section Nesting - Additional License**

6.7.1 Optimizes the steel used in production, in one or more cases. Prepares supplies, book inventory, optimizes production and reduces recoverable and irrecoverable losses.

## **6.8 Item 08: Plate Nesting - 1st license**

6.8.1 Optimizes the plates used in production, in one or more cases. Prepares supplies, book inventory, optimizes production and reduces recoverable and irrecoverable losses.

## **6.9 Item 09: Post processor - Messer M3600**

6.9.1 Integration of the Mésseer M3600 machine with information from the Project Manager and Production Manager.

## **6.10 Item 10: Post processor - Messer 4000**

6.10.1 Integration of the Messer M4000 machine with the information from the Project Manager and Production Manager; Nesting of manual or automatic parts, visualization of drawings, sending of NC code, for execution in machine.

## **6.11 Item 11: Shipping Module - 1st license**

6.11.1 Shipping Management, allows automation and connection between the manufacture of products, preparation of shipments, delivery schedule

## **6.12 Item 12: Shipping Module - Additional license**



6.12.1 Same as item 11, but with a 50% reduced value.

### **6.13 Item 13: Export FNC - Tal2020**

6.13.1 Sending of NC code for execution on TAL2020 machines

### **6.14 Item 14: Workshop Assistant - license**

6.14.1 Manufacturing records of production and appointment orders, feedback of information to the Production Manager module

### **6.15 Item 15: Installation and training**

6.15.1 Installation of the tool and on-site training of users. It comprises the technical costs, being the logistics costs for NUCLEP.

## **7 SOLUTION REQUIREMENTS**

### **7.1 Compatibility:**

7.1.1.1 Microsoft Windows 10 all x64 editions;

7.1.2 Supports the following virtual platforms:

7.1.2.1 Microsoft Hyper-V: 2016, 2019.

### **7.2 Features of Use Licenses:**

7.2.1 Licenses for the use of modules and components must be perpetual, owned by Nuclep;

7.2.2 The CONTRACTED PARTY must carefully observe the sub-licensing issues with the MANUFACTURER: functionalities that contain restrictions or limitations on operations, mode of use, resources used, number of parts worked, number of files, hardware, data and between others. In other words, sub-licensing, if any, must be complete.



7.2.3 Use licenses must be sold without hardware limits for processing, such as: memory limit and number of cpus. Use licenses that impose hardware limits and that require further disbursements by NUCLEP for full and complete use will not be accepted.

7.2.4 We reinforce that products with partial / limited operation or those in which NUCLEP will have to disburse amounts later to acquire the features specified in this instrument will not be admitted.

### **7.3 Complementary Software**

7.3.6 In order to fully meet the requirements of this contract, the CONTRACTOR may provide complementary software, such as, for example, a PARTNER's plugin or a PARTNER's productivity tool.

7.3.7 The CONTRACTOR shall ensure that the PARTNER's complementary software interoperates transparently with its product.

7.3.8 If complementary software is proposed, the CONTRACTOR must assume full responsibility for the supply, that is: conditions; requirements; service level agreement; deployment and training services; technical support; and other situations required in this Agreement.

7.3.9 In the event of discontinuation of the PARTNER's software, the CONTRACTOR is responsible for immediately providing a compatible and integrable technological alternative to replace it, without additional costs to NUCLEP.

### **7.4 Reallocation of Licenses**

7.4.1 To ensure that use licenses are relocatable, even if the client or server desktop is formatted, repaired or replaced, it is required that the supplied licenses and plug-ins are not tied to the physical device or any other means that makes it impossible your relocation. In the case of the license server, the CONTRACTOR must ensure that the cloning of a virtual server machine is sufficient to not inactivate the solution, or else provide the means for the reissue of new use licenses according to the new hardware, without additional costs NUCLEP. As for the manpower for a possible new configuration, it must be evaluated through a commercial proposal, being considered a separate service.



## 8 DELIVERY CONDITIONS

8.1 The software must be made available through download. There will be no Incoterms conditions for this delivery.

8.2 The delivery time for the object is 5 (five) days, counted from the contract signature, at the following address: Av. General Euclides de Oliveira Figueiredo, 200, Brisa mar, Itaguaí, RJ, CEP 23825-410.

8.3 The deadline for the contractor to make purchase corrections defects found in the object (s) acquired, on the occasion of the provisional delivery of it or during the warranty period, and deliver it with the necessary corrections or replacements It will be a maximum of 5 (five) working days, counting from the notification by NUCLEP.

## 9 VALUE

9.1 For the object contract execution, the total value of € 61,519.00 (sixty-one thousand, five hundred and nineteen Euros) will be due to the CONTRACTOR, according to the proposal presented (Annex I of this Contract), the payment of which will observe the Payment Clause of this instrument, and the CONTRACTOR's cost composition.

9.2 All payments for this goods supply contract are in Euro.

9.3. All expenses with taxes, insurance and any other direct and indirect expenses that affect the object of this contract will be borne by NUCLEP.

## 10 BUDGET APPROPRIATION

10.1 As soon as the competent commitment is issued, its data, as well as its programmatic classification, will be subject to an addendum to this contract.

## 11 TERM

11.1 The contract will be effective for 12 (twelve) months, starting on the date of its signature, and may be extended for up to 60 (sixty months), according to art. 71 of Law 13.303 / 16.



## 12 SUBCONTRACTING

12.1 The object of this agreement shall be executed directly by the CONTRACTOR, with the total or partial subcontracting being prohibited.

## 13 ASSIGNMENT OF CONTRACT OR CREDIT AND CONTRACTUAL SUCCESSION

13.1 The assignment or transfer of this Agreement, in whole or in part, or of any credit arising there from, as well as the issuance by the CONTRACTOR of any security by virtue thereof, are prohibited.

13.2 Contractual Succession will be allowed only as a result of consolidation, spin-off or merger carried out by the CONTRACTOR, provided that:

- I. Previously analyzed and consented to by NUCLEP, considering any risks or losses to the contractual performance;
- II. All contractual conditions are maintained, including the original qualification requirements;
- III. There is express agreement by the new company to undertake the responsibility for the execution of this agreement and to receive the credits arising therefrom.

## 14 OBLIGATIONS OF THE CONTRACTOR

14.1 To deliver the goods in perfect condition, as described in clause 4 (technical specification).

14.1.1 In the event of conflict between the terms of this agreement and those of the CONTRACTOR's proposal, the terms of this agreement shall prevail.

14.1.2 In case of terms omitted herein, but present in the CONTRACTOR's proposal, the terms of the CONTRACTOR's proposal shall apply, and vice versa.

14.2 The CONTRACTOR shall faithfully comply with all obligations contained herein, undertaking to be exclusively liable for the risks and expenses arising from the good and perfect execution of the object, not reducing or excluding this responsibility to the inspection by NUCLEP, and also:





14.2.1 Deliver the object of this term in perfect condition, in the requested quantities, according to the specifications established herein, accompanied by the respective commercial invoice, which shall contain the indications regarding: brand, manufacturer, origin and quality certificate.

14.2.2 Keep confidential all information acquired as a result of the compliance with the agreement.

14.2.3 Communicate to NUCLEP, within a minimum period of 24 (twenty-four) hours prior to the date of delivery, the reasons that make it impossible to meet the term, with due proof;

14.2.4 Remain, during the performance of the contract, in compliance with the obligations undertaken, all the conditions of qualification required.

14.2.5 Refrain from encumbering this contract or offering it as a guarantee.

14.2.6 Provide the necessary clarifications as requested by NUCLEP's managing body of the agreement.

14.2.7 Provide immediate correction of deficiencies aligned by NUCLEP regarding the execution of the object of this agreement.

14.2.8 Failure to comply with the technical specifications contained in this agreement will result in partial or total non-acceptance of the object, without any right to compensation.

14.2.9 Be subject to the broadest and most unrestricted supervision by the Manager appointed by NUCLEP to monitor the execution of the object, providing all clarifications requested and responding to complaints made.

14.2.10 Promptly respond to technical requests and any complaints. Failure to comply with these will be considered grounds for application of the contractual sanctions provided for in the agreement and its annexes.

## 15 OBLIGATIONS OF NUCLEP

15.1 NUCLEP's obligations include:

15.1.1 Make the payments due to the CONTRACTOR, under the conditions established in the agreement, provided that the supply of the object is in accordance with the agreement.



15.1.2 Require compliance with all obligations undertaken by the CONTRACTOR, in accordance with the contractual clauses and the terms of its proposal.

15.1.3 Provide to the CONTRACTOR: documents, information and other elements that may be bound to this agreement.

15.1.4 Make available to the CONTRACTOR the AGREEMENT's Managing Body, to solve or forward for resolution any problems arising from the performance of this agreement.

15.1.5 Notify, in writing the CONTRACTOR to provide, at its sole expense, setting a term for correction of the deficiencies identified by NUCLEP's managing body of the agreement, either to repair, correct, remove, rebuild or even replace, in whole or in part, the object of the agreement where defects or inaccuracies resulting from the performance of the object are found.

15.1.6 Exercise supervision and monitor the compliance with the obligations of the CONTRACTOR provided for in the agreement.

15.1.7 Provisionally and definitively receive the object of the agreement.

## **16 SUPERVISION AND MANAGEMENT OF THE AGREEMENT**

16.1 During the term of this Agreement, its performance will be monitored and supervised by the Competitive Intelligence Management - CGI, especially designated, pursuant to NUCLEP's tender and Contracts Regulations.

16.2 Contractual monitoring is a prerequisite for the provisional or definitive receipt of its object, but does not exclude the CONTRACTOR's civil liability for the soundness and security in relation to the object contracted, nor ethical-professional for the perfect execution of the agreement, within the limits established by law or by the Agreement.

16.3 Any non-compliance with the contracted object, pointed out by the commission or by the Agreement Supervisor (Manager or Executor), will lead to the rejection of the object, and the CONTRACTOR shall provide the necessary corrections or the correct performance of the obligation.



16.4 The irregularities indicated by the commission or the Agreement Supervisor (Manager or Executor) during the monitoring of its execution, or at the time of receipt, must be remedied within the term provided for compliance with the obligation, subject to the applicability of the due penalties.

16.5 NUCLEP will monitor and supervise the execution of the contractual object described herein, noting, in its own register, all occurrences related to the execution of the object, determining what is necessary to regularize defects, imperfections, failures, irregularities or inaccuracies observed, forwarding the notes to the relevant superior authority for the appropriate measures, in order to ensure the perfect and integral fulfillment of the object.

## 17 RISKS MATRIX

17.1 The CONTRACTOR and NUCLEP, based on the premise of obtaining the best contractual cost, by allocating the risk to the party with the greatest capacity to manage and absorb it, identify the risks arising from the contractual relationship and, without prejudice to other provisions contractual terms, establish the respective responsible persons, in the Risk Allocation and Management Matrix (Annex III).

## 18 PAYMENT TERMS

18.1 Payment will be made within a maximum period of up to 30 (thirty) consecutive days from the date of delivery of the electronic invoice / invoice, after due verification and approval by the NUCLEP agency managing the contract.

18.2 The payment for the solution will be paid in installments, according to the schedule defined below:

- 40% of the value, up to 30 days after signing the contract;
- 60% of the value, up to 30 days after the end of training and accepted.

18.3 If there is an error in the billing document, or any other circumstance that prevents the settlement of the expense, it will remain pending and the payment will be suspended until the CONTRACTOR provides the necessary remedial measures, in which case, no burden will be incurred by the CONTRACTING PARTY.

18.4 Payment will be processed on time and in the manner defined in the draft purchase order / contract attached to the notice.



## 19 ADJUSTMENT

19.1 The contractual values are fixed and not adjustable. Prices are fixed and not subject to any variation during the term of agreement.

## 20 EQUILÍBRIO ECONÔMICO-FINANCEIRO DO CONTRATO

20.1 The price review may be requested by the CONTRACTOR, at any time, when an unpredictable or predictable fact occurs, however, of incalculable consequences, delaying or preventing the execution of the contract, or even in case of force majeure, act of God or fact of the prince, constituting an extraordinary and non-contractual economic area, which imposes or relieves the obligations agreed in this Agreement, respecting the following:

- a. The CONTRACTOR shall make a written request to NUCLEP for the revision of the contract, proving the occurrence of the taxable event;
- b. The proof will be carried out by documents, such as normative acts that create or alter taxes, manufacturers' price list, invoices for the purchase of raw materials, goods transportation, alluding to the time of the proposal's elaboration and the moment the review request;
- c. With the request, the CONTRACTOR shall submit unit cost spreadsheets, comparing the date of the proposal's formulation or the last adjustment and the time of the request for review, considering the unit costs involved and showing how much the price increase has an impact on the value agreed.

20.2 Regardless of request, NUCLEP may call the CONTRACTOR to negotiate the price reduction, maintaining the same object, in the quantity and specifications indicated in the proposal, due to the reduction in market prices, or of items that make up the cost, to the CONTRACTED PARTY to present the information requested by the NUCLEP body that administers the contract.

## 21 AGREEMENT AMENDMENT

21.1 The agreement may only amended upon agreement between the parties.



21.2 The agreement may be amended upon agreement between the parties in the following cases:

21.2.1 When there is modification of the project or specifications, for better technical adequacy to its objectives;

21.2.2 When it is necessary to modify the value of the agreement as a result of quantitative increase or decrease of its object;

21.2.3 When convenient to replace the performance bond;

21.2.4 When necessary to modify the payment method, due to imposition of unforeseen circumstances, with the initial value updated, being prohibited the advance payment, in relation to the fixed financial schedule, without the corresponding consideration for the supply of goods;

21.2.5 To reestablish the relationship that the parties initially agreed between the CONTRACTOR's undertakings and NUCLEP's compensation for the fair consideration of the supply, aiming at maintaining the initial economic-financial balance of the agreement, in the event of unforeseeable facts, or foreseeable but with incalculable consequences, delaying or preventing the performance of the agreed or, in case of force majeure, fortuitous event or factum principis, causing extraordinary and extra-contractual economic risk.

21.3 If there is change to the agreement that increases the burden of the CONTRACTOR, the initial economic-financial balance shall be reinstated by amendment.

## **22 AGREEMENT TERMINATION**

22.1 The agreement may be unilaterally terminated by NUCLEP, regardless of notice or judicial or extrajudicial summons, in the following cases:

22.1.1 Non-compliance or irregular compliance with contractual clauses, specifications, projects or terms;

22.1.2 Slowness in its fulfillment, leading NUCLEP to presume the impossibility of completing the work, service or supply, within the terms agreed;

22.1.3 Unexcused delay at start of work, service or supply;



22.1.4 Suspension of the work, service or supply without cause and prior notice to NUCLEP;

22.1.5 Failure to comply with regular determinations by the authority designate to monitor and supervise the performance of the agreement, as well as those of its superiors; and,

22.1.6 Repeated flaws in its execution.

### **23 RECEIPT**

23.1 NUCLEP will receive the goods provisionally no later than 2 (two) business days from the arrival at its premises. The sector in charge shall subsequently verify the quantities and compliance of the goods with the requirements set out herein and in Annex I.

23.2 Goods may be rejected, in whole or in part, if supplied in disagreement with the quantities, specifications and requests set forth herein and in Annex I. Materials must be replaced within the term agreed by NUCLEP and the CONTRACTOR, at the CONTRACTOR's expense.

23.3 The goods will be definitively received after the approval of NUCLEP, in no more than 10 (ten) working days from the provisional receipt, after checking the quantities and compliance with the requirements listed in this contract and in Annex I. If there are no differences, NUCLEP will definitely accept the materials through a detailed term.

23.4 If the final receipt does not occur within 10 days, as mentioned in item 23.3, it will be deemed to have been made and completed on the last day of this period.

23.5 The goods received provisionally and definitively to not exclude the CONTRACTOR's liability for defects arising from the incorrect performance of the contracted scope.

23.6 The CONTRACTOR declares, in advance, to accept all conditions, methods and processes if inspection, verification and control adopted by the supervision, being obliged to provide all data, elements, explanations, clarifications and communications necessary for the performance of the inspection of its activities.

23.7 Provisional or final receipt of the object does not exclude CONTRACTOR's liability for damages arising from the incorrect performance of the object of the agreement.

### **24 FORCE MAJEURE**



24.1 The CONTRACTOR shall not be liable for any partial or complete failure to fulfill its obligations under the this agreement, if such failure is caused by force majeure, namely: war, fire, flood, strikes, acts of government or authorities, earthquake or any other case beyond the reasonable control of the CONTRACTOR, if such circumstances directly affect the performance of this Agreement.

## 25 ANTI-CORRUPTION

25.1 The parties hereby declare that they know and understand the terms of Federal Law No. 12,846 / 2013 (anti-corruption law) and its related legislation, and are aware that in the execution of any future agreement, the parties, including their employees, agents and/or managers, shall not:

25.1.1 Promise, offer or give, directly or indirectly, undue advantage to a public official or whomever, or to a third party related to a public official;

25.1.2 Create, fraudulently or irregularly, a legal entity to conclude any future contract;

25.1.3 Take undue advantage or benefit, in a fraudulent manner, from amendments or extensions of this agreement, without authorization by law, in the invitation to bid or in the respective contractual instruments;

25.1.4 manipulate or defraud the economic and financial balance of any future contract; or

25.1.5 In any event defraud this contract; as well as perform any actions or omissions that constitute illegal or corrupt practice pursuant to Law No. 12.846/ 2013, Decree No. 8.420/ 2015 or any other applicable laws or regulations, even if not related to any future contract.

## 26 CONFIDENTIALITY

26.1 The CONTRACTOR shall keep under secrecy all information or confidential data conveyed or to which it has access due to the performance of the agreement's object for the period of 20 (twenty) years, except for the case described in item 26.3

26.2 Confidential information shall mean information or data stored to which the CONTRACTOR has access, and also those transmitted orally, in writing or electronically, related to the performance of this Agreement, regardless if its confidentiality is mentioned.



26.3 The term provided for in item 26.1 does not apply to information and data regarding know how, trade secret, commercial strategy and anything that represents a competitive edge to NUCLEP, which should be kept confidential by the CONTRACTOR, for an indefinite period, except if expressly authorized by NUCLEP.

26.4 For confidentiality purposes, the CONTRACTOR shall be bound by its managers, employees, representatives in any capacity, successors and commissioners.

26.5 Any information obtained by the CONTRACTOR during the performance of the agreement, in NUCLEP's facilities or arising from it, which are not directly related to the object of this Agreement, shall be kept confidential under the terms and terms of clause 26.1.

26.6 Non-compliance by the CONTRACTOR with the secrecy obligation, by disclosing confidential information and data or facilitating its disclosure, will result in:

- a. Contract termination, if the Agreement is still in force;
- b. Adoption of judicial measures under Law No. 9279/96 and applicable legislation.
- c. Enforcement of a compensatory fine in the amount of 10% (ten percent) of the value of the Agreement.

26.7 The non-compliance by the CONTRACTOR with the confidentiality obligations provided herein, will be considered as severe irregularity, for the purposes of registration, participation in bidding and hiring.

26.8 Any disclosure about any information or data related to this Agreement shall depend on prior authorization from NUCLEP, as provided in art. 23 of Law No. 12.527/2011.

26.9 NUCLEP is unable to provide access to this Agreement, as it contains information from third parties, pursuant to art. 13, item III, of Federal Decree No. 7724/2012.

## 27 FINAL PROVISIONS

27.1 This Agreement represents everything agreed by NUCLEP and the CONTRACTOR regarding the object provided for herein.

27.2 The following is part of this Agreement:





- Annex I – Price proposal 20SAL05133 00;
- Annex II – Reference Term;
- Annex III – Risk Management and Allocation Matrix;

## 28 JURISDICTION

28.1 Both parts shall attempt to settle any dispute, controversy and/or claims that may arise out of/or in connection with this Agreement by mutual consultation.

28.2 The Agreement shall be governed based on the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention). The arbitration shall be held in accordance with the rules of the International Chamber of Commerce of Paris, in France, in English.

The Agreement is effective upon signature by both parties.

Itaguaí, \_\_\_\_/\_\_\_\_/\_\_\_\_.

Nuclebrás Equipamentos Pesados S/A – NUCLEP  
CNPJ: 42.515.882/0003-30

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OSCAR MOREIRA DA SILVA FILHO  
Diretor Administrativo

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NICOLA MIRTO NETO  
Diretor Comercial

SteelProjects

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DIDIER BONNET  
Presidente

