



VALSTS NEKUSTAMIE
ĪPAŠUMI

Common Data Environment Terms of Use

1. Purpose

1.1. The purpose of the Terms of Use of CDE is to provide the CDE manager and CDE users with clear conduct and responsibility guidelines when managing or using the CDE.

2. Explanation of terms and abbreviations used in the document

2.1. Terms - Terms of use of CDE, this document.

2.2. CDE manager - the party involved in project execution (supplier or customer) who maintains and manages the CDE as part of the project.

2.3. CDE user - a physical person with registered access rights involved in project execution from the supplier's or customer's side, or a representative of a third party (for example, of the user of premises).

3. General conditions

3.1. The website _____ (specify the online address of the CDE) is a CDE maintained by the CDE manager, and its use is governed by general legislation, BIM requirements and these Terms.

3.2. The Terms are binding to all users of CDE.

3.3. The user of the CDE is obliged to read and understand and comply with BIM requirements.

3.4. The Terms establish the duties and responsibilities of CDE users regarding the use of the CDE, as well as the duties and rights of the CDE manager regarding the management and administration of the CDE.

3.5. Each CDE user is obliged to read and comply with the Terms (including changes to the Terms).

3.6. Use of the CDE constitutes consent to be bound by the Terms.

3.7. The CDE manager has the right to amend and supplement the Terms at any time. Changes to the Terms take effect upon their publication on the CDE.

3.8. The user of the CDE must not post information/materials that incite violence, racial hatred or other illegal activities.

3.9. Depending on the nature or consequences of the violation, the user of the CDE may be held liable according to the provisions of the law, if provided so by the law.

4. Access to the Common Data Environment

4.1. CDE can only be used by registered and authorised CDE users.

4.2. When registering on the CDE, the CDE user is required to provide the following information: name and surname, e-mail address of the CDE user.

4.3. Access rights to CDE users are granted in accordance with the Pre-Contract BIM Execution Plan submitted by the supplier or the approved Post-Contract BIM Execution Plan and the

roles of participants specified therein, as well as according to the information provided by the customer (if applicable).

5. Duties and responsibilities of the CDE user registered in the Common Data Environment

5.1. A registered CDE user has the following obligations:

- 5.1.1. not to disclose and/or transfer the access details granted to it to other persons;
- 5.1.2. abstain from any actions aimed at disrupting the operation of the CDE or compromising its security;
- 5.1.3. inform the CDE manager about the need to cancel the CDE user rights if the employment relationship with the supplier is terminated or the CDE user's job responsibilities are changed and as a result access to the CDE is no longer required;
- 5.1.4. inform the CDE manager about changes in the user's contact information;
- 5.1.5. take full responsibility for all activities performed in the CDE with all assigned access details.

6. Obligations and responsibility of the CDE manager

6.1. The CDE manager manages the running of the CDE and the accounts of registered CDE users.

6.2. CDE manager ensures the creation or unblocking of the registered CDE accounts no later than within 5 (five) working days after receipt of the relevant application.

6.3. As part of managing the running of the CDE, if the CDE manager discovers cases when the registered user does not comply with the provisions of Paragraphs 3, 5 and/or 7 of these Terms, the CDE manager may, without prior approval:

- 6.3.1. cancel the respective CDE user account;
- 6.3.2. delete the information entered by the relevant CDE user;

6.4. The CDE manager has the right to cancel CDE users, who have not authenticated/logged in and have not used the CDE functionality for a period of 6 (six) months without prior approval.

7. Other provisions

7.1. The information contained in the CDE is only intended for the work needs of CDE users.

7.2. The information present in the CDE must not be published or transferred to third parties without the customer's approval.

8. Personal Data Protection

8.1. The CDE manager processes the following personal data of data subjects in the CDE:

Data category	Description
---------------	-------------

Personal identification data	Name and surname
Personal contact information	E-mail address
Personal actions	The role of the data subject in a specific project or a separate part of the project, log of activities performed by the data subject in the CDE

8.2. Personal data processed in the CDE is obtained from:

8.2.1. CDE users (data subjects);

8.2.2. as a result of use of the CDE;

8.2.3. information systems used to support the operations of the CDE manager.

8.3. the personal data is processed in the CDE for the following purposes:

Purpose	Description
Administration of CDE users	Management of access rights of CDE users
Ensuring workflows and information exchange processes specified in BIM requirements	Recording of activities by CDE users, provision of a collaborative environment for project participants
Availability of information	Maintenance and storage of project-related information

8.4. Depending on the purpose of data processing, personal data of data subjects processed in the CDE may be available to:

8.4.1. employees of the CDE manager administers the CDE and CDE users;

8.4.2. CDE users.

8.5. Data storage:

8.5.1. The CDE manager stores the personal data processed in the CDE in digital format;

8.5.2. The CDE manager stores the data subjects' data according to the applicable laws and only for as long as is required to achieve the specific data processing purpose.

8.6. The data subject has the right to exercise the data subject's statutory rights, including the right to receive information about their data, to object to processing, as well as to submit a request for the correction, deletion, restriction and transfer of personal data, as well as, if necessary, to submit a complaint to the supervisory authority (Data State Inspectorate) related to matters of personal data processing.