

<p align="center">CONTRACT NO. 30020/402297</p>	<p align="center">SUTARTIS NR. 30020/402297</p>
<p>Energijos skirstymo operatorius AB, a public limited liability company lawfully incorporated and operating in accordance with the laws of the Republic of Lithuania, legal entity registration number 304151376, VAT identification number LT100009860612, with the registered office located at the address Aguonų str. 24, LT-03212 Vilnius, Republic of Lithuania, data on the company is accumulated and stored in the State Enterprise</p>	<p>AB „Energijos skirstymo operatorius“ – akcinė bendrovė, teisėtai įregistruota ir veikianti pagal Lietuvos Respublikos įstatymus, juridinio asmens registracijos numeris 304151376, PVM mokėtojo kodas LT100009860612, registruotas biuro adresas: Aguonų g. 24, LT-03212 Vilnius, Lietuvos Respublika, duomenys apie bendrovę kaupiami ir saugomi VĮ Registrų centre, bendrovę atstovaujama atstovaujama Tinklų eksploatavimo tarnybos</p>
<p>GE Digital UK Limited, a Private limited Company lawfully incorporated and operating in accordance with the laws of England and Wales, legal entity registration number 03828642, VAT identification number GB 545 7230 44, with the registered office located at the address 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT, data on the company is accumulated and stored in</p>	<p>„GE Digital UK Limited“, ribotos atsakomybės bendrovė, teisėtai įsteigta ir veikianti pagal Anglijos ir Velso įstatymus, juridinio asmens registracijos numeris 03828642, PVM mokėtojo kodas GB 545 7230 44, registruotas biuro adresas 3rd Floor 1 Ashley Road, Altrincham, Cheshire, WA14 2DT, Jungtinė Karalystė, duomenys apie bendrovę kaupiami ir saugomi Jungtinės Karalystės Įmonių</p>

as the "Parties") have concluded the following service contract (hereinafter referred to as the "Contract"):

1. CONCEPTS USED IN THE CONTRACT

Persons

- 1.1. **Service provider** shall mean the entity providing Products or performing Services under the Contract.
- 1.2. **Client** shall mean the entity to which Service Provider is providing Products or Services under the Contract.
- 1.3. **Party** shall mean the Client or the Service provider, each individually. The Parties shall mean the Client and the Service provider both together.
- 1.4. **Third party** shall mean any other natural or legal person, who is not the Party.
- 1.5. **Contracting Authority** shall mean a legal entity properly authorized by the Client organizing and conducting public procurement procedures on behalf and in the interests of the Client.
- 1.6. **Subcontractor** shall mean a legal or natural person, who is hired for the provision of the Services indicated in the Contract under a valid mutual agreement with the Service provider.

1. SUTARTYJE NAUDOJAMOS SAVOKOS

Asmenys

- 1.1. **Paslaugų teikėjas** – tai Sutartyje nurodytas asmuo ar asmenų grupė, teikianti(s) Klientui Sutartyje nurodytas Paslaugas.
- 1.2. **Klientas** – Sutartyje nurodytas juridinis asmuo, iš Paslaugų teikėjo perkantis Sutartyje numatytas Paslaugas.
- 1.3. **Šalis** reiškia Klientą arba Paslaugų teikėją, kiekvieną atskirai. Šalys reiškia Klientą ir Paslaugų teikėją kartu.
- 1.4. **Trečioji šalis** reiškia bet kurį kitą fizinį ar juridinį asmenį, kuris nėra Šalis.
- 1.5. **Perkančioji organizacija** – tai tinkamai Kliento įgaliotas juridinis asmuo, kuris Kliento vardu ir jo interesais organizuoja ir vykdo viešųjų pirkimų procedūras.
- 1.6. **Subrangovas** – juridinis arba fizinis asmuo, kuris yra samdomas Sutartyje nurodytų Paslaugų teikimui pagal galiojantį abipusį susitarimą su Paslaugų teikėju.

<p style="text-align: center;">General concepts</p> <p>1.7. Public procurement shall mean a public procurement procedure provided by the Contracting Authority for the conclusion of the Service Contract.</p> <p>1.8. Firmware shall mean software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.</p> <p>1.9. Services shall mean the services Seller has agreed to perform for Buyer under the Contract.</p> <p>1.10. Maintenance and support services are the maintenance and support services specified in part 4 of this Contract.</p> <p>1.11. Service Price shall mean the price specified in Chapter 5 of the Contract which may not be exceeded during the term of the Contract. The Client shall pay the Service provider for the provided Services in accordance with Annex 3 to the Contract including the reimbursement of all costs and fees.</p>	<p style="text-align: center;">Bendrosios sąvokos</p> <p>1.7. Viešasis pirkimas – tai viešojo pirkimo procedūra, kurią Perkančioji organizacija atliko Sutartčiai sudaryti.</p> <p>1.8. Produktai – tai įranga, dalys, medžiagos, atsargos, programinės įrangos licencijos ir kitos prekės, kurias Paslaugų teikėjas sutiko tiekti Klientui pagal Sutartį.</p> <p>1.9. Paslaugos – tai šio sutarties dokumento 4 skyriuje nurodytos įgyvendinamos paslaugos.</p> <p>1.10. Techninės priežiūros ir palaikymo paslaugos – tai šio Sutarties 4 skyriuje nurodytos priežiūros ir palaikymo paslaugos.</p> <p>1.11. Paslaugų kaina – tai Sutarties 5 skyriuje nurodyta suma, kuri Sutarties galiojimo laikotarpiu negali būti viršyta. Klientas už suteiktas Paslaugas Paslaugų teikėjui moka pagal Sutarties 3 Priedą, įskaitant visų išlaidų ir mokesčių padengimą.</p>
<p style="text-align: center;">Documents</p> <p>1.12. Contract shall mean this Contract consisting of documents listed in Item 2.2 of the Contract. Contract also shall mean neither this document, which sets out the object of the Contract, the scope and price of the Services, the terms of provision of the Services and other conditions agreed by the Parties, as well as the provisions of the Contract and the rights, obligations and responsibilities of the Client and the Service Provider.</p> <p>1.13. Technical specification shall mean the document establishing requirements for the Services and/or Products.</p> <p>1.14. Procurement conditions shall mean the totality of documents presented during the Procurement procedure held by the Contracting Authority, pursuant thereto the Service provider has presented his tender offer;</p> <p>1.15. Tender shall mean the totality of documents presented by the Service provider during the Procurement procedure held by the Contracting Authority for the provision of the Services under this Contract.</p> <p>1.16. Call for contract award shall mean a notice submitted to the Service provider whereby the Service provider is invited to conclude a Contract and is informed about the period of time for concluding the Contract.</p> <p>1.17. Legislation shall mean laws and international treaties of the Republic of Lithuania, also, the legislation of the European Union or decrees of individual or normative nature of public authorities of any third country, which, regardless of their legal force and/or jurisdiction, are binding on any Party and/or affects the performance of the Contract, as well as internal legal acts of the Client, which the Service provider was familiarized with.</p> <p>1.18. Order - shall mean a written document specifying the quantity of the Services / Goods, addresses and time limits of the provision of the Services that is submitted to the Service Provider /</p>	<p style="text-align: center;">Dokumentai</p> <p>1.12. Sutartis reiškia šią Sutartį, sudarytą iš Sutarties 2.2 punkte išvardytų dokumentų. Sutartis taip pat reiškia šį dokumentą, kuriame išdėstomas Sutarties objektas, Paslaugų apimtis ir kaina, Paslaugų teikimo terminai ir kitos Šalių sutartos sąlygos, taip pat nustatomos Sutarties nuostatos ir Kliento bei Paslaugų teikėjo teisės, pareigos ir atsakomybė.</p> <p>1.13. Techninė specifikacija – tai dokumentas, nustatantis Paslaugoms ir/arba Produktams keliamus reikalavimus.</p> <p>1.14. Viešųjų pirkimų sąlygos – tai Perkančiosios organizacijos organizuoto Viešojo pirkimo metu pateiktų dokumentų visuma, pagal kurią Paslaugų teikėjas pateikė savo pasiūlymą;</p> <p>1.15. Pasiūlymas – tai Perkančiosios organizacijos Viešojo pirkimo metu Paslaugų teikėjo pateiktų dokumentų rinkinys.</p> <p>1.16. Kvietimas sudaryti sutartį – tai Paslaugų teikėjui pateiktas pranešimas, kuriuo Paslaugų teikėjas yra kviečiamas sudaryti Sutartį ir yra informuojamas apie Sutarties sudarymo terminą.</p> <p>1.17. Teisės aktai – tai Lietuvos Respublikos įstatymai ir tarptautinės sutartys, taip pat Europos Sąjungos teisės aktai arba bet kurios trečiosios šalies valdžios institucijų individualūs ar norminiai potvarkiai, kurie, nepaisant jų teisinės galios ir/arba jurisdikcijos, yra privalomi bet kuriai Šaliai ir/arba turi įtakos Sutarties vykdymui, o taip pat Kliento vidaus teisės aktai, su kuriais buvo supažintas Paslaugų teikėjas.</p> <p>1.18. Užsakymas - tai rašytinis dokumentas, kuriame nurodomas Paslaugų teikėjui pateikiamas Paslaugų / Prekių kiekis, adresai ir Paslaugų teikimo terminai / Sutarties pagrindu pristatytos prekės ir</p>

Goods delivered on the basis of the Contract which is provided via a text message, e-mail and/or information system specified by the Client.

Dates and deadlines

1.19. **Day** shall mean a calendar day, unless otherwise established by Contract documents.

1.20. **Working day** shall mean a business day in the Republic of Lithuania, unless otherwise established by Contract documents.

1.21. **Year** shall mean a period of 365 days, unless otherwise established by Contract documents.

1.22. **Effective date of the Contract** shall mean the day of signing of the Contract or another effective date indicated in the Contract.

2. ENTRY INTO FORCE, STRUCTURE AND INTERPRETATION OF THE CONTRACT

2.1. This Contract comes into force from the moment of signature. The term for the provision of Services is 36 (thirty-six) months from the date of entry into force of the Contract if the total price of the Contract is not exceeded. The maximum term of the Contract is 38 (thirty-eight) months, i. y. 36 (thirty-six) months for the period of provision of the Services and 2 (two) months for the final settlement between the Parties for the duly provided Services and the applied sanctions.

2.2. If the Services are buy out during the term of the Contract for the total price of the Contract, the Contract shall terminate. The Client shall notify the Service Provider thereof in writing, a separate agreement on termination of the Contract shall not be signed.

2.3. This Contract shall be an integral and indivisible document consisting of the below-listed documents. The following order of priority of contractual documents shall be set for purposes of the interpretation and application of the Contract:

2.3.1. Technical specification (with Annexes thereto, if included);

2.3.2. Contract (with Annexes thereto, if included);

2.3.3. Procurement conditions;

2.3.4. Call for Contract award;

2.3.5. final Tender offer of the Service provider;

2.3.6. negotiation protocols of the Parties drawn up in the performance of Procurement procedures and a revised tender offer of the Service provider, if such documents were drawn up;

2.3.7. interpretations and revisions of Procurement documents drawn up by the Client or the Contracting Authority, if presented;

2.3.8. initial Tender offer of the Service provider;

2.4. If the Contract documents contain any ambiguities, inconsistencies or contradictions, the rules laid down in a superior document of the Contract shall always be regarded as replacing analogous rules established in an inferior document of the Contract from the effective date of the Contract.

2.5. The Contract shall be concluded, interpreted and applied according to the Lithuanian law.

kuris teikiamas tekstiniu pranešimu, el. paštu ir (arba) per Kliento nurodytą informacinę sistemą.

Datos ir terminai

1.19. **Diena** reiškia kalendorinę dieną, jei Sutarties dokumentuose nenurodyta kitaip.

1.20. **Darbo diena** reiškia darbo dieną Lietuvos Respublikoje, jeigu Sutarties dokumentuose nenurodyta kitaip.

1.21. **Metai** – 365 dienų laikotarpis, jei Sutarties dokumentuose nenurodyta kitaip.

1.22. **Sutarties įsigaliojimo data** yra Sutarties pasirašymo diena ar kita Sutartyje nurodyta įsigaliojimo data.

2. SUTARTIES ĮSIGALIOJIMAS, STRUKTŪRA IR AIŠKINIMAS

2.1. Sutartis įsigalioja nuo jos abipusio pasirašymo dienos. Paslaugų teikimo terminas yra 36 (trisdešimt šeši) mėnesiai nuo Sutarties įsigaliojimo dienos, jei neviršijama bendra Paslaugų kaina. Maksimalus Sutarties galiojimo terminas yra 38 (trisdešimt aštuoni) mėnesiai, t. y. 36 (trisdešimt šeši) mėnesiai Paslaugų teikimo laikotarpis ir 2 (du) mėnesiai galutiniam atsiskaitymui tarp Šalių už tinkamai suteiktas Paslaugas ir pritaikytas sankcijas.

2.2. Jei Sutarties galiojimo laikotarpiu yra išperkama Paslaugų už Sutartyje nurodytą bendrą Paslaugų kainą, Sutartis nustoja galioti. Klientas apie tai praneša Paslaugų teikėjui raštu, atskiras susitarimas dėl Sutarties nutraukimo nepasirašomas.

2.3. Ši sutartis yra neatskiriama ir neda'lomas dokumentas, kurį sudaro toliau išvardyti dokumentai. Sutarties aiškinimo ir taikymo tikslais nustatoma tokia sutartinių dokumentų prioriteto tvarka:

2.3.1. Techninė specifikacija (su jos Priedais, jei jie įtraukti);

2.3.2. Sutartis (su jos Priedais, jei jie įtraukti);

2.3.3. Viešojo pirkimo sąlygos;

2.3.4. Kvietimas sudaryti sutartį;

2.3.5. galutinis Paslaugų teikėjo pasiūlymas;

2.3.6. Šalių derybų protokolai, parengti vykdant Viešojo pirkimo procedūras;

2.3.7. jei buvo pateikta, Kliento ar Perkančiosios organizacijos parengtų Viešojo pirkimo dokumentų aiškinimai ir pataisymai;

2.3.8. Pirminis Paslaugų teikėjo pasiūlymas;

2.4. Jei Sutarties dokumentuose yra dviprasmybių, neatitikimų ar prieštaravimų, aukštesnę teisinę galią turinčiame Sutarties dokumente nustatytos taisyklės visada laikomos analogiškų taisyklių, nustatytų žemesnę galią turinčiame Sutarties dokumente, pakeitimu, galiojančiu nuo Sutarties įsigaliojimo dienos.

2.5. Sutartis sudaroma, aiškinama ir vykdoma pagal Lietuvos Respublikos įstatymus.

2.6. Unless documents of the Contract establish otherwise, the text of the Contract shall be understood applying the following key rules of interpretation:

2.6.1. words denoting a specific gender of a person shall mean any gender;

2.6.2. words denoting the singular shall also mean the plural and those denoting the plural shall mean the singular;

2.6.3. words "to agree", "agreed" or "agreement" shall always mean that a respective agreement must be formalized in writing;

2.6.4. "in writing" shall mean all the rules established in documents of this Contract, also paper and/or electronic documents drawn up by either of the Parties, also any notices submitted to another Party by means of communication specified in the Contract.

2.7. All terms and concepts used in the Contract shall have a generic meaning or a specific meaning closest to the nature of the Contract, unless the Contract establishes or explains a different meaning thereof.

2.8. The Parties agree that if any term of the Contract and / or its annexes contradicts the provisions of public procurement law the provisions of public procurement law shall prevail.

3. REPRESENTATION OF THE PARTIES

3.1. Each of the Parties shall represent and warrant to the other Party that:

3.1.1. the Party has performed all the legal actions necessary for proper conclusion and validity of the Contract;

3.1.2. when concluding the Contract, the Party is not exceeding its competence or violating requirements of legislation, rules, statutes, court judgements, regulations, decrees, obligations and agreements binding thereon;

3.1.3. representatives of the Party having signed the Contract have been properly authorised by the Party to sign it, and personal data of the Parties and/or their representatives necessary for proper conclusion of the Contract are not considered confidential information;

3.1.4. the Party is not aware of any future changes in legal environment, which may affect the performance of the obligations of the Party under this Contract;

3.1.5. the Contract is a valid, legal obligation binding on the Party, the execution whereof may be requested under Contract conditions;

3.1.6. on the effective date of the Contract, the Parties find these Contract conditions to be clear and executable;

3.1.7. neither the conclusion of the Contract nor the execution of the obligations assumed by the Client or the Service provider by the Contract conflict with or breach:

(i) any decision, decree or instruction of a court, arbitration, state or municipal authority, which is applicable to the Parties;

2.6. Jei Sutarties dokumentuose nenustatyta kitaip, Sutarties tekstas suprantamas taikant šias pagrindines aiškinimo taisykles:

2.6.1. žodžiai, apibūdinantys konkrečią asmens lytį, reiškia bet kokią lytį;

2.6.2. vienskaitą žymintys žodžiai taip pat reiškia ir daugiskaitą, o daugiskaita išreikštos sąvokos visada reiškia ir vienskaitą;

2.6.3. žodžiai „susitarti“, „susitarta“ arba „susitarimas“ visada reiškia, kad atitinkamas susitarimas turi būti įformintas raštu;

2.6.4. „raštu“ reiškia visas šios Sutarties dokumentuose įtvirtintas taisykles, taip pat bet kurios Šalies popierine ir/arba elektronine forma parengtus dokumentus, o taip pat visus pranešimus, kitai Šaliai pateiktus Sutartyje numatytais būdais.

2.7. Visi Sutartyje vartojami terminai ir sąvokos turi bendrąją reikšmę arba konkrečią, Sutarties pobūdžiui artimiausią reikšmę, išskyrus atvejus, kai Sutartyje yra nustatyta ar paaiškinta kitokia šios sąvokos reikšmė.

2.8. Šalys susitaria, kad jei kuri nors Sutarties ir (arba) jos priedų sąlyga prieštarauja Teisės aktų nuostatoms, turi viršenybę Teisės aktų nuostatos.

3. ŠALIŲ ATSTOVAVIMAS

3.1. Kiekviena Šalis atstovauja ir garantuoja kitai Šaliai, kad:

3.1.1. Šalis atliko visus teisinius veiksmus, reikalingus tinkamai sudaryti Sutartį ir jai įsigaliooti;

3.1.2. sudarydama Sutartį Šalis neperžengia savo kompetencijos ribų ir nepažeidžia įstatymų, taisyklių, įstatų, teismo sprendimų, reglamentų, dekretų, įsipareigojimų ir jai privalomų susitarimų reikalavimų;

3.1.3. Sutartį pasirašę Šalies atstovai yra tinkamai Šalies įgalioti ją pasirašyti, o Šalių ir/arba jų atstovų asmens duomenys, būtini tinkamai sudaryti Sutartį, nėra laikomi konfidencialia informacija;

3.1.4. Šalis nežino apie būsimus teisinės aplinkos pokyčius, kurie gali paveikti Šalies įsipareigojimų vykdymą pagal šią Sutartį;

3.1.5. Sutartis yra galiojantis, teisiškai privalomas Šalių įsipareigojimas, kurio vykdymo galima reikalausti pagal Sutarties sąlygas;

3.1.6. Sutarties įsigaliojimo dieną Sutarties sąlygas Šalys laiko aiškiomis ir įvykdomomis;

3.1.7. nei Sutarties sudarymas, nei Kliento ar Paslaugų teikėjo priimtų įsipareigojimų vykdymas pagal Sutartį nėra nesuderinamas ar nepažeidžia:

(i) jokio Šalims taikomo teismo, arbitražo, valstybės ar savivaldybės sprendimo, dekreto ar nurodymo;

(ii) jokio susitarimo, kurio šalis yra atitinkama šios Sutarties Šalis, arba

<p>(ii) any agreement or a different arrangement the party where to is a respective Party, or</p> <p>(iii) the provisions of any law or another normative legal act applicable to the Parties.</p> <p>3.2. The Service provider confirms that:</p> <p>3.2.1. it does not participate in any prohibited agreements indicated in Article 5 of the Law on Competition of the Republic of Lithuania or agreements in breach of the principles laid down in Article 3 of the Law on Public Procurement of the Republic of Lithuania;</p> <p>3.2.2. it has all the permits, licenses, employees, organizational and technical measures provided for by legislation necessary for the provision of the Services;</p> <p>3.2.3. it has included in the Tender offer price all expenses necessary for the provision of the Services under the Contract, and shall assume all the risk of increasing Contract performance-related expenses of the Service provider as a result of the circumstances beyond the Client's control and/or of the performance of the Contract becoming more complex for the Service provider;</p> <p>3.2.4. it has gotten familiar or undertakes to get familiar with all internal legal acts of the Client important for proper performance of obligations of the Service provider, and undertakes to properly execute them.</p> <p>3.3. The Client confirms that:</p> <p>3.3.1. it has held or authorized the Contracting Authority to hold the public procurement procedures necessary for the award of the Contract;</p> <p>3.3.2. it shall accept the Services provided in the quality manner under provisions of the Contract, and shall pay for such Services.</p> <p>3.4. Should it turn out that a warranty (-ies) and/or representation (-s) of the Party indicated in the Contract is (are) false and/or invalid, the Party shall reimburse another Party the losses incurred thereby as a result of such false and/or invalid warranty (-ies) and/or representation (-s).</p> <p>3.5. The Contract have been concluded in accordance with the provisions of the Law on Public Procurement and other legislation of the Republic of Lithuania. In presence of the situation, when the Contract is in conflict with the requirements laid down in the Law on Public Procurement of the Republic of Lithuania, the provisions of the Law on Public Procurement of the Republic of Lithuania shall apply. The Parties state and confirm that provisions of the Contract are in compliance with the provisions of the Procurement conditions.</p>	<p>(iii) jokie įstatymo ar Šaliai taikomo norminio teisės akto nuostatos.</p> <p>3.2. Paslaugų teikėjas patvirtina, kad:</p> <p>3.2.1. jis nedalyvauja jokiuose Lietuvos Respublikos konkurencijos įstatymo 5 straipsnyje nurodytuose draudžiamuose susitarimuose ar susitarimuose, pažeidžiančiuose Lietuvos Respublikos Viešųjų pirkimų įstatymo 3 straipsnyje nustatytus principus;</p> <p>3.2.2. turi visus leidimus, licencijas, darbuotojus, organizacines ir technines priemones, numatytas Paslaugų teikimui reikalinguose teisės aktuose;</p> <p>3.2.3. į Pasiūlymo kainą įtraukė visas išlaidas, reikalingas Paslaugoms pagal Sutartį teikti, ir prisiima visą riziką, susijusią su Sutarties vykdymo sąnaudų didėjimu dėl aplinkybių, nepriklausančių nuo Kliento kontrolės, ir/ar riziką, susijusią su tuo, kad Paslaugų teikėjui Sutarties įvykdymas gali būti sudėtingesnis nei tikėtasi;</p> <p>3.2.4. jis susipažino arba įsipareigoja susipažinti su visais vidiniais Kliento teisės aktais, svarbiais tinkamam Paslaugų teikėjo įsipareigojimų vykdymui, ir įsipareigoja jų tinkamai laikytis.</p> <p>3.3. Klientas patvirtina, kad:</p> <p>3.3.1. jis surengė arba įgaliojo Perkančiąją organizaciją surengti Viešojo pirkimo procedūras, būtinas Sutarčiai sudaryti;</p> <p>3.3.2. jis sutinka su Paslaugomis, kokybiškai teikiamomis pagal Sutarties nuostatas, ir moka už tokias paslaugas.</p> <p>3.4. Jei paaiškėja, kad Sutartyje nurodytos Šalių garantija (-os) ir/arba atstovavimas (-ai) yra klaidingi ir/arba negaliojantys, Šalis atlygina kitai Šaliai nuostolius, patirtus dėl tokios neteisingos ir/arba negaliojančios garantijos (-ų) ir/arba atstovavimo (-ų).</p> <p>3.5. Sutartis sudaryta vadovaujantis Lietuvos Respublikos Viešųjų pirkimų įstatymo ir kitų Lietuvos Respublikos teisės aktų nuostatomis. Esant situacijai, kai Sutartis prieštarauja Lietuvos Respublikos Viešųjų pirkimų įstatyme nustatytiems reikalavimams, Lietuvos Respublikos Viešųjų pirkimų įstatymo nuostatos turi aukštesnę juridinę galią. Šalys pareiškia ir patvirtina, kad Sutarties nuostatos atitinka Viešųjų pirkimų sąlygų nuostatas.</p>
<p>4. OBJECT OF THE CONTRACT</p> <p>4.1. The object of the Contract is Dispatch management systems Power On Advantage (DMS) and Power On Advantage Mobile maintenance, support, version upgrade, extension services (hereinafter referred to as the Services) and licenses of PowerOn Advantage Mobile (hereinafter referred to as the Goods)</p> <p>4.2. The Service Provider shall undertake to provide the Services and deliver the Goods to the</p>	<p>4. SUTARTIES OBJEKTAS</p> <p>4.1. Sutarties objektas yra Dispečerinio valdymo sistemos Power On Advantage (DMS) ir Power On Advantage Mobile priežiūros, palaikymo, versijų atnaujinimo, praplėtimo paslaugos (toliau – Paslaugos) ir PowerOn Advantage Mobile licencijos (toliau – Prekės).</p> <p>4.2. Paslaugų teikėjas įsipareigoja suteikti Paslaugas ir pristatyti Prekes Klientui pagal</p>

Customer in accordance with Chapter 5, terms and conditions of the Technical Specification and time limits provided in this document, and the Client undertakes to pay for the Services and delivered Goods in accordance with this Contract and the Technical Specification.

4.3. The Goods shall be supplied and/or the Services shall be provided only in accordance with the Client's separate Orders.

4.4. The Service Provider undertakes to deliver the Goods and Services in the deadlines as provided in the Technical specification or in the deadlines indicated in the Order if deadlines indicated in the Order differs from the Technical specification. The Goods shall be sold with the signing of a Certificate of Acceptance and Transfer to be coordinated within 5 (five) working days. Together with the Certificate of Acceptance and Transfer, a document proving the acquisition of the Licences shall be submitted.

5. SCOPE AND PRICE OF THE SERVICES

5.1. The Services and Goods provided to the Client under this Contract shall be described in the Technical specification (Annex 2) of the Parties drawn up in the performance of Procurement procedures and a revised tender offer of the Service provider.

5.2. Method of determining the amount of services: Services are purchased by determining the maximum amount of funds allocated for their purchase. The Client does not undertake to redeem the Services and / or Goods for the entire price of the Contract or any part thereof.

5.3. The total price of the Services and Goods shall be 2.300.000,00 EUR (two million three hundred thousand Euro 00 cents), excluding VAT.

5.4. In accordance with the methodology approved by the Director of the Public Procurement Office, the applied method for the price calculation is - fixed rate method with conversion.

5.5. The Service provider shall have included into the Service price all Service provision-related direct and indirect expenses, all taxes, including VAT, not limited to:

5.5.1. expenses related to the performance of obligations provided for in the Contract;

5.5.2. Acquisition of equipment necessary for the provision of services (if applicable);

5.5.3. all expenses related to the preparation, approval and submission of the documents provided for in the Technical Specification;

5.5.4. expenses of establishment in the Republic of Lithuania (if necessary to ensure the provision of Services) or costs related to the implementation of the right to free movement of services (when it is necessary to obtain documents and approvals recognizing such right from the competent authorities of the Republic of Lithuania and / or costs related to professional partnerships, etc.);

Techninės specifikacijos 5 skyriaus, sąlygas ir terminus bei šiame dokumente numatytus laiko apribojimus, o Klientas įsipareigoja už suteiktas Paslaugas ir pristatytas Prekes sumokėti laikydamasis šioje Sutartyje ir Techninėje specifikacijoje nustatytų terminų ir sąlygų bei numatytų laiko apribojimų.

4.3. Prekės tiekiamos ir (arba) Paslaugos teikiamos tik pagal atskirus Kliento Užsakymus.

4.4. Paslaugų teikėjas įsipareigoja pristatyti Prekes ir suteikti Paslaugas techninėje specifikacijoje numatytais terminais arba Užsakyme nurodytais terminais, jei Užsakyme nurodyti terminai skiriasi nuo techninėje specifikacijoje nurodytų terminų. Prekės parduodamos pasirašius priėmimo ir perdavimo aktą, kuris turi būti Šalių suderintas per 5 (penkias) darbo dienas. Kartu su priėmimo ir perdavimo aktu pateikiamas licencijų įsigijimą patvirtinantis dokumentas.

5. PASLAUGŲ APIMTIS IR KAINA

5.1. Klientui pagal šią Sutartį teikiamos Paslaugos ir Prekės yra aprašytos Techninėje specifikacijoje (2 priedas), parengtuose vykdant Viešojo pirkimo procedūras, ir Paslaugų teikėjo Pasiūlyme.

5.2. Paslaugų kiekio nustatymo būdas: Paslaugos perkamos, nustatant maksimalią jų įsigijimui skirtų lėšų sumą. Klientas neįsipareigoja išpirkti Paslaugų ir/ar Prekių visai Sutarties kainai ar bet kokiai jos daliai.

5.3. Bendra Paslaugų ir Prekių kaina yra 2.300.000,00 EUR (du milijonai trys šimtai tūkstančių eurų 00 centų) be PVM.

5.4. Vadovaujantis Lietuvos Respublikos Viešųjų pirkimų tarnybos direktoriaus patvirtintomis Kainų nustatymo metodikomis, taikomas kainos apskaičiavimo metodas yra *fiksuoto įkainio metodas* (angl. *fixed rate method*) su perskaičiavimu.

5.5. Paslaugų teikėjas į Paslaugų kainą įtraukia visas su Paslaugų teikimu susijusias tiesiogines ir netiesiogines išlaidas, visus mokesčius, įskaitant PVM, bet neapsiribojant:

5.5.1. išlaidas, susijusias su Sutartyje numatyty prievolių įvykdymu;

5.5.2. Paslaugų teikimui reikalingų priemonių įsigijimo išlaidas (jei taikoma);

5.5.3. visas išlaidas, susijusias su Techninėje specifikacijoje numatytų dokumentų rengimu, tvirtinimu ir pateikimu;

5.5.4. įsisteigimo Lietuvos Respublikoje išlaidas (jei būtina Paslaugų teikimui užtikrinti) arba išlaidas, susijusias su laisvo paslaugų judėjimo teisės įgyvendinimu (kai reikia iš Lietuvos Respublikos kompetentingų institucijų gauti tokią teisę pripažįstančius dokumentus ir patvirtinimus, ir/arba išlaidas, susijusias su profesinėmis partnerystėmis ir t.t.);

5.5.5. expenses of the conclusion and performance of the Contract including expenses related to forced performance of the Contract;
5.5.6. all direct and indirect expenses related to the provision of the Services and the price of any works necessary for the provision of the Services.

5.5.7. other Service provision-related expenses.

5.6. VAT shall be calculated and paid at the time of occurrence of the obligation to calculate VAT in the procedure prescribed by applicable laws. In case of the change of the VAT rate provided for in applicable legislation of the Republic of Lithuania, the Service price specified in the Contract (exclusive of VAT) shall not change, while the total Service price shall be recalculated according to the change VAT rate. The risk of the change of VAT rate shall be attributed to the Client.

5.7. In such case if the necessity of amendments or additional works determines the occurrence of additional expenses to the Client or increases the price of the Contract, acquisition of such works, equipment or services shall be carried out under the requirements of Law on Public Procurement of the Republic of Lithuania.

5.8. All payments and settlements under the Contract shall be made in the national currency of the Republic of Lithuania - euros.

6. SERVICE QUALITY AND WARRANTY

6.1. The quality of the provided Services shall meet the attached Technical Specification and its Annexes that shall establish the quality requirements for the Services.

6.2. The Service Provider shall eliminate the deficiencies of the Services and / or Goods specified by the Customer in accordance with the procedure and terms specified in the Technical Specification.

6.3. The Service provider warrants that at the time of signing a certificate (-s) of transfer - acceptance of the Service outcome, Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

6.4. The Services and Goods have a 90 (ninety) day warranty period.

6.5. If the Products or Services do not comply with the above guarantees, the Client shall immediately inform the Service provider in writing before the expiry of the Warranty Period. The Service provider must:

- (i) repair or replace defective Products at its option; and
- (ii) re-provide defective Services.

6.6. If despite Service Provider's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Service Provider shall refund or credit monies paid by Client for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Service Provider

5.5.5. Sutarties sudarymo ir vykdymo išlaidas, įskaitant išlaidas, susijusias su priverstiniu Sutarties vykdymu;

5.5.6. visas tiesiogines ir netiesiogines išlaidas, susijusias su Paslaugų teikimu, ir bet kokių Paslaugų teikimui būtinų darbų kainą.

5.5.7. kitas su Paslaugų teikimu susijusias išlaidas.

5.6. PVM apskaičiuojamas ir mokamas tuo atveju, kai taikomų įstatymų nustatyta tvarka atsiranda prievolė apskaičiuoti PVM. Lietuvos Respublikos galiojančiuose teisės aktuose numatyto PVM tarifo pasikeitimo atveju, Sutartyje nurodyta Paslaugų kainą (be PVM) nesikeičia, o visa Paslaugų kainą perskaičiuojama pagal pasikeitusį PVM tarifą. PVM tarifo pasikeitimo rizika priskiriama Klientui.

5.7. Jei pakeitimų ar papildomų darbų būtinumas lemia papildomų išlaidų atsiradimą Klientui arba padidina Sutarties kainą, tokių darbų, įrangos ar paslaugų įsigijimas turi būti vykdomas pagal Lietuvos Respublikos Viešųjų pirkimų įstatymą.

5.8. Visi mokėjimai ir atsiskaitymai pagal Sutartį atliekami Lietuvos Respublikos nacionaline valiuta – eurai.

6. PASLAUGOS KOKYBĖ IR GARANTIJA

6.1. Suteiktų Paslaugų kokybė turi atitikti pridedamą Techninę specifikaciją su priedais, kuri nustato Paslaugų kokybės reikalavimus.

6.2. Paslaugų teikėjas Kliento nustatytų Paslaugų ir/ar Prekių trūkumus pašalina Techninėje specifikacijoje nurodyta tvarka ir terminais.

6.3. Paslaugų teikėjas garantuoja, kad pasirašydamas Paslaugų rezultato perdavimo-priėmimo aktą (-us), Produktą tiekia be medžiagų, meistriškumo trūkumų ir nuosavybės teisės apribojimų, o Paslaugą teikia kompetentingai, rūpestingai pagal bet kurią abipusiai sutartą specifikaciją.

6.4. Paslaugoms ir Prekėms galioja 90 (devyniasdešimt) dienų garantijos terminas.

6.5. Jei Produktai ar Paslaugos neatitinka pirmiau nurodytų garantijų, Garantinio laikotarpio galiojimo laikui nepasibaigus, Klientas nedelsdamas raštu informuoja Paslaugų teikėją. Paslaugų teikėjas turi:

- (i) savo pasirinkimu taisyti arba pakeisti sugedusius Produktus ir
- (ii) pakartotinai suteikti trūkumų turinčias Paslaugas.

6.6. Jei nepaisant pagrįstų Paslaugų teikėjo pastangų, trūkumų turintis Produktas negali būti suremontuotas ar pakeistas arba trūkumų turinčios Paslaugos negali būti suteiktos pakartotinai, Paslaugų teikėjas grąžina už tokius trūkumų turinčius Produktus ir Paslaugas Kliento sumokėtus pinigus arba įskaito už jas gautas lėšas. Garantinis

shall not extend or renew the applicable warranty period. Client shall obtain Service Provider's agreement on the specifications of any tests it plans.

6.7. The warranties and remedies are conditioned upon:

- (a) proper storage, installation, use, operation, and maintenance of Products,
- (b) Client keeping accurate and complete records of operation and maintenance during the warranty period and providing Service Provider access to those records, and
- (c) modification or repair of Products or Services only as authorized by Service Provider in writing. Failure to meet any such conditions renders the warranty null and void. Service Provider.

6.8. This section provides the exclusive remedies for all claims based on failure of or defect in Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this section are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. Services supplied within this Contract is standard commercial product and no implied or statutory warranty, or warranty or condition of merchantability or fitness for a particular purpose applies.

7. RIGHTS AND DUTIES

7.1. The Client shall undertake:

- 7.1.1. to perform the Contract properly and fairly;
- 7.1.2. to cooperate with the Service provider during the performance of the Contract by providing the information reasonably necessary for the performance of the Contract, the necessity for the presentation whereof emerged at the time of the performance of the Contract;
- 7.1.3. upon the Service provider's proper fulfilment of his contractual obligations, to accept the Services provided if they meet the Service requirements established by the Contract;
- 7.1.4. upon the Service provider's proper fulfilment of his contractual obligations, to pay the Service provider for the properly provided Services the price set in Annex 3 of the Contract in the procedure and following the deadline established in the Contract;
- 7.1.5. to grant the necessary authorizations for the Service provider to act on behalf of the Client (if such authorizations are necessary);
- 7.1.6. to properly perform all other obligations provided for in the Contract and applicable legislation.

7.2. The Client shall have the right:

- 7.2.1. to conduct any inspections, which the Client sees necessary without any separate notice, in case of a suspicion that the Service provider will not be

remontas, pakeitimas ar pakartotinis Paslaugos suteikimas galiojančio garantinio laikotarpio nepratęsia ir net naujina. Klientas turi gauti Paslaugų teikėjo sutikimą dėl bet kokių bandymų, kuriuos jis ketina atlikti, kad nustatytų neatitikties egzistavimą, specifikacijų.

6.7. Garantijoms ir teisių gynimo priemonėms taikomos šios sąlygos:

- (a) tinkamas Produktų laikymas, įrengimas, naudojimas, valdymas ir priežiūra,
- (b) garantinio laikotarpio metu Klientas tiksliai ir išsamiai tvarko eksploatavimo ir techninės priežiūros įrašus ir teikia Paslaugų teikėjui prieigą prie tų įrašų;
- (c) Produktų modifikavimas ar remontas arba Paslaugų keitimas ar koregavimas vykdomas tik pagal raštišką Paslaugų teikėjo leidimą. Nesilaikant tokių sąlygų, garantija bus panaikinama. Paslaugų teikėjas nėra atsakingas už įprastą nusidėvėjimą.

6.8. Šiame skyriuje numatomos išimtinės teisių gynimo priemonės visų pretenzijų, susijusių su Produktų ar Paslaugų trūkumais ar klaidomis, atžvilgiu, neatsižvelgiant į defekto ar trūkumo atsiradimo laiką ir į tai, ar tokia pretenzija grindžiama sutartimi, garantija, atlyginamuoju draudimu, deliktu ar papildoma sutartine atsakomybe (įskaitant aplaidumą), griežta atsakomybe ar kt. Šiame skyriuje numatytos garantijos yra išimtinės ir pakeičia visas kitas garantijas ar sąlygas – rašytines, žodines ar numanomas. Pagal šią Sutartį tiekiamas Produktas yra standartinis komercinis produktas ir jam netaikoma jokia numanoma garantija, tinkamumo prekybai garantija ar sąlygos.

7. TEISĖS IR PAREIGOS

7.1. Klientas įsipareigoja:

- 7.1.1. tinkamai ir sąžiningai vykdyti Sutartį;
- 7.1.2. Sutarties vykdymo metu bendradarbiauti su Paslaugų teikėju ir pateikti jam visą pagrįstai Sutarties vykdymui reikalingą informaciją, kurios pateikimo būtinybė atsirado Sutarties vykdymo metu;
- 7.1.3. Paslaugų teikėjui tinkamai įvykdžius savo sutartinius įsipareigojimus, priimti suteiktas Paslaugas, kurios atitinka Sutartyje nustatytus Paslaugų reikalavimus;
- 7.1.4. Paslaugų teikėjui tinkamai įvykdžius savo sutartinius įsipareigojimus, sumokėti Paslaugų teikėjui už tinkamai suteiktas Paslaugas pagal Sutarties Priede Nr. 3 nustatytus įkainius, laikantis Sutartyje nustatyto termino ir tvarkos;
- 7.1.5. suteikti Paslaugų teikėjui reikalingus įgaliojimus veikti Kliento vardu (jei tokie įgaliojimai yra būtini);
- 7.1.6. tinkamai atlikti visus kitus įsipareigojimus, numatytus Sutartyje ir taikytinuose teisės aktuose.

7.2. Klientas turi teisę:

- 7.2.1. be jokio atskiro pranešimo atlikti bet kokius patikrinimus, kuriuos Klientas laiko būtiniais, esant įtarimui, kad Paslaugų teikėjas negalės laiku suteikti

<p>able to provide the Services in a timely manner or that the Services are provided in a faulty, non-professional manner or in breach of the requirements;</p> <p>7.2.2. to demand during the Service provision for the replacement of an employee of the Service provider/ a person performing the duties of the Service provider on a basis of a written and reasoned request, if he believes this person to be neglectful or improperly fulfilling the duties.</p> <p>7.3. The Service provider shall undertake:</p> <p>7.3.1. to perform the Contract properly and fairly;</p> <p>7.3.2. to provide the Services to the Client within the period of time established in the Contract (if stages of the provision of the Services are specified in the Contract - within the period of time set in individual stages) and to transfer to the Client the outcome of the Services indicated in the Contract, and to rectify the detected deficiencies;</p> <p>7.3.3. to assume the risk of loss of the Goods supplied together with the Services until the moment of signing the certificate of transfer-acceptance of the Services;</p> <p>7.3.4. to present all the documents provided for in the Technical specification and to advise the Client on other issues related to contractual obligations of the Service provider;</p> <p>7.3.5. to ensure that Services to the Client were provided by persons having the qualification and experience necessary for the provision of the Services;</p> <p>7.3.6. to immediately inform the Client in writing of any circumstances, which interfere or may interfere with the Service provider's ability to provide the Services within the deadlines and in the procedure set in the Contract;</p> <p>7.3.7. to ensure the compliance with occupational safety, fire safety, environmental protection and other requirements established by legislation applied in the provision of the Services are complied with.</p> <p>7.3.8. to take into account the comments or additional information provided by the Client during the performance of the Contract, if they are provided;</p> <p>7.3.9. to protect the Client against any claims or losses occurring as a result of actions or omission of the Service provider in the performance of the Contract at its own expense and to compensate the damage done to third persons or losses incurred thereby due to its unlawful actions and wilful misconduct actions, including the violation of any legislation, illegal use of patents, trademarks, other objects of intellectual property or violation of any rights of individuals.</p> <p>7.3.10. to comply with the Legal Acts related to the performance of the Contractor's contractual obligations and to ensure that the Service provider's specialists, employees or representatives also comply with them.</p> <p>7.4. Other obligations, rights and duties of the Client and Service provider shall be defined in valid legislation of the Republic of Lithuania and the Contract (if they are defined).</p> <p>7.5. The Service provider shall have the right:</p>	<p>Paslaugų arba kad Paslaugos bus teikiamos netinkamai, neprofesionaliai arba pažeidžiant reikalavimus;</p> <p>7.2.2. Paslaugų teikimo laikotarpiu, rašytinio ir pagrįsto prašymo pagrindu, reikalauti pakeisti Paslaugų teikėjo darbuotoją/Paslaugų teikėjo atstovo pareigas atliekantį asmenį, jei jis mano, kad šis asmuo yra neatsargus ar netinkamai vykdo savo pareigas.</p> <p>7.3. Paslaugų teikėjas įsipareigoja:</p> <p>7.3.1. tinkamai ir sąžiningai vykdyti Sutartį;</p> <p>7.3.2. teikti Paslaugas Klientui per Sutartyje nustatytą laiką (jei Sutartyje nurodyti Paslaugų teikimo etapai – per atskiruose etapuose nustatytą laiką), perduoti Klientui Sutartyje nurodytą Paslaugų rezultatą ir pašalinti nustatytus trūkumus;</p> <p>7.3.3. iki Paslaugų rezultato perdavimo-priėmimo akto pasirašymo momento priimti kartu su Paslaugomis tiekiamų prekių praradimo riziką;</p> <p>7.3.4. pateikti visus Techninėje specifikacijoje numatytus dokumentus ir patarti Klientui kitais klausimais, susijusiais su Paslaugų teikėjo sutartinėmis prievolėmis;</p> <p>7.3.5. užtikrinti, kad Paslaugas Klientui teiktų Paslaugų teikimui reikalingą kvalifikaciją ir patirtį turintys asmenys;</p> <p>7.3.6. nedelsiant raštu informuoti Klientą apie bet kokias aplinkybes, kurios trukdo arba gali trukdyti Paslaugų teikėjui Paslaugas suteikti per Sutartyje nustatytus terminus ir pagal numatytą tvarką;</p> <p>7.3.7. užtikrinti, kad būtų laikomasi darbo saugos, priešgaisrinės saugos, aplinkos apsaugos ir kitų reikalavimų, nustatytų teikiamoms Paslaugoms taikomuose teisės aktuose;</p> <p>7.3.8. vykdam Sutartį atsižvelgti į Kliento pateiktas pastabas ar papildomą informaciją, jei tokia buvo pateikta;</p> <p>7.3.9. savo sąskaita apsaugoti Klientą nuo bet kokių pretenzijų ar nuostolių, atsiradusių dėl Paslaugų teikėjo veiksmų ar neveikimo vykdam Sutartį, ir atlyginti tretiesiems asmenims padarytą žalą ar patirtus nuostolius, kurie kilo dėl neteisėtų veiksmų ir tyčinių nusižengimų, įskaitant bet kokių įstatymų pažeidimus, neteisėtą patentų, prekių ženklų, kitų intelektualinės nuosavybės objektų naudojimą ar bet kokius asmenų teisių pažeidimus.</p> <p>7.3.10. laikytis Teisės aktų, susijusių su Paslaugų teikėjo sutartinių įsipareigojimų vykdymu, ir užtikrinti, kad Paslaugų teikėjo specialistai, darbuotojai ar atstovai taip pat jų laikytųsi.</p> <p>7.4. Kiti Kliento ir Paslaugų teikėjo įsipareigojimai, teisės ir pareigos nustatomi galiojančiuose Lietuvos Respublikos teisės aktuose ir Sutartyje (jei yra apibrėžta).</p> <p>7.5. Paslaugų teikėjas turi teisę:</p>
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7.5.1. to receive the total payment in the amount indicated in the Contract for the Services provided to the Client in a timely, proper and quality manner;
7.5.2. to ask the Client to provide information related to proper performance of the Contract or documents, the necessity for the presentation whereof emerged during the performance of the Contract;
7.5.3. to request the Client to accept the Services provided compliant with the requirements laid down in the Procurement documents, the Contract and legislation applicable to the provision of the Contract, and to sign a certificate of acceptance - transfer;
7.5.4. to request that the Client performed its contractual obligations in a proper and timely manner.

8. THE RIGHT OF THE SERVICE PROVIDER TO HIRE THIRD PERSONS (SUBCONTRACTING), JOINT OPERATIONS

8.1. Any natural or legal persons hired by the Service provider for the performance of the Contract regardless of the legal relations associating these persons with the Service provider shall be considered persons acting on behalf of the Service provider. The actions of these persons in the performance of the Contract shall result in the same consequences to the Service provider as the actions performed by itself.

8.2. The Service Provider shall be entitled to hire Sub-Suppliers for implementation of the Contract, but only for that part of the Contract, which was specified in the Tender. The Service Provider has specified the part of the Contract, for which Sub-Suppliers would be hired, in the Tender: YES.
The list of Sub-Suppliers and the part of the contractual obligations to be delegated are specified in Annex 3 to the Contract.

8.3. The Sub-Suppliers hired by the Service Provider are entitled to file an application to the Client requesting direct settlements with them.

8.4. If the company of the Service Provider or the Client is reorganised in accordance with the procedure prescribed by the law or a change in the legal status of the Service Provider or the Client, the assignee shall become the Party to the Contract that takes over all rights and duties of the Service Provider or the Client assumed hereunder as of the moment of taking over of the rights and duties without a written consent of the other Party. The Parties shall represent and warrant that any assignment of the rights and duties of the Service Provider or the Client does not constitute novation according to the provisions of Section Three of Part I of Book VI of the Civil Code of the Republic of Lithuania and does not have an impact on the validity of the Contract *per se*. The Parties shall agree that the Service Provider or the Client or their assignees notified the other Party of assignment of the rights and duties provided for in this paragraph in accordance with the procedure prescribed in the

7.5.1. gauti Sutartyje nustatyto dydžio atlygį už laiku, tinkamai ir kokybiškai Klientui suteiktas Paslaugas;

7.5.2. prašyti Kliento pateikti su tinkamu Sutarties vykdymu susijusią informaciją ar dokumentus, kurių pateikimo būtinybė atsirado vykdant Sutartį;

7.5.3. prašyti Kliento priimti Paslaugas, kurios buvo tinkamai suteiktos pagal Sutartį ir Sutarties teikimui taikomus teisės aktus, bei pasirašyti priėmimo-perdavimo aktą;

7.5.4. prašyti, kad Klientas tinkamai ir laiku atliktų savo sutartinius įsipareigojimus.

8. PASLAUGŲ TEIKĖJO TEISĖ SAMDYTI TREČIUOSIUS ASMENIS (SUBRANGOS SUTARTIS), JUNGTINĖ VEIKLA

8.1. Bet kurie fiziniai ar juridiniai asmenys, kuriuos Paslaugų teikėjas samdo Sutarties vykdymo tikslais, neatsižvelgiant į šių asmenų teisinius ryšius su Paslaugų teikėju, yra laikomi asmenimis, veikiančiais Paslaugų teikėjo vardu. Šių asmenų veiksmai vykdant Sutartį turi tokias pačias pasekmes Paslaugų teikėjui kaip ir jo paties veiksmas.

8.2. Paslaugų teikėjas Sutarties vykdymui turi teisę pasitelkti Subrangovus tik tai Sutarties daliai, kurią nurodė Pasiūlyme. Paslaugų teikėjas Pasiūlyme nurodė Sutarties dalį, kuriai bus pasitelkiami Subteikėjai: TAIP. Subteikėjų sąrašas bei perduodamų sutartinių įsipareigojimų dalis pateikiami Sutarties priede Nr. 5.

8.3. Paslaugų teikėjo pasitelktiems Subteikėjams yra suteikiama galimybė prašyti Kliento tiesiogiai atsiskaityti su jais.

8.4. Jei Paslaugų teikėjas ar Klientas yra reorganizuojamas įstatymų nustatyta tvarka arba pasikeičia Paslaugų teikėjo ar Kliento teisinis statusas, perėmėjas tampa Sutarties šalimi ir perima visas Paslaugų teikėjo ar Kliento teises bei pareigas pagal šią Sutartį, ir toks teisių bei pareigų perėmimas vyksta be raštiško kitos Šalies sutikimo. Šalys patvirtina, kad pagal Lietuvos Respublikos civilinio kodekso VI knygos I dalies trečią skyrį, bet koks Paslaugų teikėjo ar Kliento teisių ir pareigų perdavimas nėra novacija ir pats savaime įtakos Sutarties galiojimui neturi. Šalys susitaria, kad Paslaugų teikėjas arba Klientas ar jų perėmėjai praneša kitai Šaliai apie šioje dalyje numatytų teisių ir pareigų perdavimą teisės aktuose nustatyta tvarka, o atskiras Sutarties pakeitimo dokumentas nesudaromas.

<p>legal acts and the Parties shall not enter into a separate amendment hereto.</p> <p>8.5. The Service provider shall not have the right to hire employees of the Client for the performance of the Contract on the basis of employment contract or in another way, if it has not been approved in writing with the Client.</p> <p>8.6. Noncompliance with the provisions of this part shall be considered a material breach of the Contract.</p>	<p>8.5. Sutarties vykdymo tikslais Paslaugų teikėjas neturi teisės samdyti, pagal darbo sutartį arba kitokiu būdu, Užsakovo darbuotojų, jei tokia samda nebuvo patvirtinta raštu su Klientu.</p> <p>8.6. Šios dalies nuostatų nesilaikymas yra laikomas esminiu Sutarties pažeidimu</p>
<p>9. DEADLINES FOR THE PROVISION OF THE SERVICES, PROCEDURE FOR THE TRANSFER - ACCEPTANCE OF THE OUTCOME OF THE SERVICES</p> <p>9.1. The Services shall be provided in accordance with point 6.1.1. of the Technical Specification.</p> <p>9.2. The Service Provider shall start providing the Services and undertakes to provide them no later than specified in point 6.1 of the Technical Specification and in accordance with the conditions specified in the Service Provision Schedule. In case different service deadlines and services provision schedules are provided in the Order document those deadlines takes precedence.</p> <p>9.3. For delays in providing the Services and / or delivery of the Goods within the term specified in the Contract, the Service provider shall, upon the Client request, pay interest at the rate of 0.05% of the delayed provision of the Services (excluding VAT) for each day of delay (but in any case not less than 100 EUR throughout the period of delay).</p> <p>9.4. The Service provider, having fulfilled the obligations provided for in the Contract, shall apply to the Client in writing in order to sign the certificate of transfer-acceptance of the result of the provided Services.</p> <p>9.5. A period of 10 (ten) Business days is set during which the Client must accept the provided Services (i.e. sign the Service Result Transfer-Acceptance certificate) or inform the Service provider in writing about the identified deficiencies in the Service result.</p> <p>9.6. If during the transfer-acceptance of the provided Services and / or the result of the Services it is established that the Services have been provided improperly and the result of the Services does not meet the requirements set forth in the Contract, the Client has the right to refuse to sign the Transfer-acceptance certificate the measures to be taken by the Service Provider to ensure that the quality of the Services complies with the requirements of the Contract and that the Service result Transfer-Acceptance Act is signed).</p> <p>9.7. The certificate of transfer-acceptance of the result of the provided Services shall be drawn up in two copies of equivalent legal force, which must be signed by the authorized persons of both Parties. After signing the Service result Transfer-Acceptance certificate, the ownership right to the Service results is transferred to the Client.</p>	<p>9. PASLAUGŲ TEIKIMO TERMINAI, PASLAUGŲ REZULTATO PERDAVIMO-PRIĖMIMO TVARKA</p> <p>9.1. Paslaugos teikiamos Techninės specifikacijos 6.1.1. punkte nustatyta tvarka.</p> <p>9.2. Paslaugų teikėjas pradeda teikti Paslaugas ir įsipareigoja jas suteikti ne vėliau nei nurodyta Techninės specifikacijos 6.1 punkte ir laikantis Paslaugų teikimo tvarkaraštyje nurodytų sąlygų. Jei Užsakymo dokumente pateikiami skirtingi Paslaugų teikimo terminai ir Paslaugų teikimo grafikai, pirmenybė teikiama Užsakyme nurodytiems terminams.</p> <p>9.3. Už vėlavimą suteikti Paslaugas ir/ar pristatyti Prekes per Sutartyje nustatytą terminą Paslaugų teikėjas, Klientui pareikalavus, moka 0,05% nuo vėluojamų suteikti Paslaugų kainos (be PVM) dydžio delspinigius už kiekvieną uždelstą dieną (tačiau bet kokių atveju ne mažiau kaip 100 eurų už visą vėlavimo laikotarpį).</p> <p>9.4. Paslaugų teikėjas, įvykdęs Sutartyje numatytus įsipareigojimus, raštu kreipiasi į Klientą, norėdamas pasirašyti suteiktų Paslaugų rezultato perdavimo-priėmimo aktą.</p> <p>9.5. Nustatomas 10 (dešimties) Darbo dienų laikotarpis, per kurį Klientas turi priimti suteiktas Paslaugas (t.y. pasirašyti Paslaugų rezultato perdavimo-priėmimo aktą), arba raštu informuoti Paslaugų teikėją apie nustatytus Paslaugų rezultato trūkumus.</p> <p>9.6. Jei suteiktų Paslaugų ir/arba Paslaugų rezultato perdavimo-priėmimo metu nustatoma, kad Paslaugos buvo suteiktos netinkamai, o Paslaugų rezultatas neatitinka Sutartyje nustatytų reikalavimų, Klientas turi teisę atsisakyti pasirašyti Paslaugų rezultato perdavimo-priėmimo aktą ir raštu nurodyti tokio sprendimo motyvus (jei įmanoma, nurodant priemones, kurių turi imtis Paslaugų teikėjas, kad Paslaugų kokybė atitiktų Sutarties reikalavimus ir būtų pasirašytas Paslaugų rezultato perdavimo-priėmimo aktas).</p> <p>9.7. Suteiktų Paslaugų rezultato perdavimo-priėmimo aktas sudaromas dviem lygiavertės teisinės galios egzemplioriais, kuriuos turi pasirašyti abiejų Šalių įgalioti asmenys. Po Paslaugų rezultato perdavimo-priėmimo akto pasirašymo, nuosavybės teisė į Paslaugų rezultatus perduodama Klientui.</p>

9.8. The start and end dates of the provision of the Services may be extended by written agreement of the Parties upon submission of the request and related documents by the Service provider and if:

9.8.1. The Client fails to perform or improperly performs its obligations under the Contract and as a result the Service provider is unable to provide the Services;

9.8.2. additional instructions and / or information provided by the Client to the Service provider affect the Service provider's terms of providing the Services;

9.8.3. particularly unfavorable weather conditions affect the terms of provision of the Services provided by the Service provider;

9.8.4. the actions of state or municipal institutions or any other obstacle attributed to the Client and / or third parties employed by the Client prevent the Service provider from providing the Services in a timely manner.

9.9. The Client shall extend the time limits of the Technical Specification 6.1. in the following circumstances:

9.9.1. Technical and organizational circumstances have arisen due to which the services cannot be provided on time and these circumstances depend on the Client.

9.9.2. There is an influence of third parties

9.9.3. for additional services or changes to the Contract

9.9.4. Due to extended Procurement procedures.

9.9.5. due to an additional or long adjustment due to Client's fault

9.10. The extension of the term does not entitle the Service Provider to request an additional fee.

9.11. The Parties shall undertake to immediately inform other Party in writing about the emergence of the circumstances indicated in paragraph 9.8 or 9.9. of the Contract. In cases provided for in paragraph

10. PAYMENTS, MONETARY OBLIGATIONS AND WITHHOLDINGS

10.1. The Client shall pay the Service Provider for the Services and / or delivered Goods within 30 (thirty) calendar days from the date of the invoice. All invoices must be in an electronic form and meet the official standards of electronic invoices approved by the European Commission on 13th of October 2017 as part of invoice standard directive (2014/55/ES (OL 2017 L 266, p. 19). The invoices that meet the official standards of electronic invoices are issued to the Client by the means chosen by the Service provider. Non-standard electronic invoices can only be submitted via the "E. sąskaita" service. The Invoice for the payment shall be submitted by using the electronic service E. sąskaita (website of the electronic service E. sąskaita is accessible on www.esaskaita.eu), the Service Provider shall have no right to submit the Invoice in another manner. For non- Lithuanian Service Provider companies it is Client's responsibility to provide access for Service Provider to "E. sąskaita" service.

9.8. Paslaugų teikimo pradžios ir pabaigos datą, raštišku Šalių susitarimu, galima pratęsti, kai Paslaugų teikėjas pateikia prašymą ir susijusius dokumentus, ir jei:

9.8.1. Klientas nevykdo arba netinkamai vykdo savo įsipareigojimus pagal Sutartį ir dėl to Paslaugų teikėjas negali teikti Paslaugų;

9.8.2. papildomi nurodymai ir/ar informacija, kurią Klientas pateikia Paslaugų teikėjui, turi įtakos Paslaugų teikėjo Paslaugų teikimo terminams;

9.8.3. ypač nepalankios oro sąlygos turi įtakos Paslaugų teikėjo teikiamų Paslaugų teikimo terminams;

9.8.4. valstybės ar savivaldybių institucijų veiksmai ar bet kokia kita Klientui ir/arba Kliento samdomiems tretiesiems asmenims priskiriama kliūtis, trukdo Paslaugų teikėjui laiku suteikti Paslaugas.

9.9. Techninės specifikacijos 6.1. skirsnyje pateiktus terminus Klientas pratęsia tokiomis aplinkybėmis:

9.9.1. Atsirado techninių ir organizacinių aplinkybių, dėl kurių Paslaugos negali būti teikiamos laiku, o šios aplinkybės priklauso nuo Kliento.

9.9.2. Esama trečiųjų šalių įtakos.

9.9.3. Dėl papildomų Paslaugų ar Sutarties pakeitimų.

9.9.4. Dėl prailgintų Viešųjų pirkimų procedūrų.

9.9.5. Dėl papildomo ar ilgo reguliavimo dėl Kliento kaltės.

9.10. Termino pratęsimas nesuteikia Paslaugos teikėjui teisės reikalauti papildomo užmokesčio.

9.11. Šalys įsipareigoja nedelsdamos raštu informuoti kitą Šalį apie Sutarties 9.8 ar 9.9 punktuose nurodytų aplinkybių atsiradimą.

10. MOKĖJIMAI, PINIGINIAI ĮSIPAREIGOJIMAI IR MOKESČIAI

10.1. Klientas moka Paslaugų teikėjui už Paslaugas ir/ar pristatytas Prekes, per 30 (trisdešimt) kalendorinių dienų nuo sąskaitos faktūros gavimo dienos. Visos sąskaitos turi būti elektroninės formos ir atitikti oficialius elektroninių sąskaitų faktūrų standartus, kuriuos 2017 m. Spalio 13 d. Patvirtino Europos Komisija pagal sąskaitų faktūrų standartų direktyvą (2014/55 / ES (OL 2017 L 266, p. 19). Oficialius elektroninių sąskaitų standartus atitinkančios sąskaitos Klientui pateikiamos Paslaugų teikėjo pasirinktomis priemonėmis. Europos elektroninių sąskaitų faktūrų standarto neatitinkančios elektroninės sąskaitos gali būti pateiktos tik per „E. sąskaita“ paslaugą. Sąskaita už apmokėjimą pateikiama naudojantis elektronine paslauga „E. sąskaita“ (elektroninės paslaugos svetainę „E. sąskaita“ pasiekiami adresu www.esaskaita.eu), Paslaugų teikėjas neturi teisės pateikti Sąskaitos faktūros kitu būdu. Kliento atsakomybė yra pateikti prisijungimą Paslaugų teikėjams ne iš Lietuvos.

10.2. For the Services (excluding Services described in 10.3) invoicing is to be done quarterly in advance; For the Goods invoicing is done for the actually delivered Goods.

10.3. For the Power on advantage version updating services the invoicing is to be done after updating services are provided.

10.4. When issuing a VAT invoice or an invoice of a different type which must be issued and drawing up a certificate of transfer - acceptance of the Service outcome, the Service provider shall indicate a date and number of the Contract and clearly itemize (in a VAT invoice, its itemized bill or in the certificate of transfer - acceptance of the Service outcome) which specific Services were actually provided.

10.5. If payments under the Contract are international, the SHA settlement scheme shall apply (when the bank charges for an international money order are paid by the paying Party, while foreign bank charges are covered by the receiving Party).

10.6. In the absence of reasons for withholding a payment, the Client having failed to pay the Service provider for the provided Services during the period of time indicated in paragraph 10.1 of the Contract shall at the request of the Service provider pay late fees of 0.05 percent of the unpaid amount for each day of delay.

10.7. If the Service provider was charged penalties under the Contract, the amount payable by the Client for the Services shall be reduced by the amount of accrued penalties.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Service Provider shall defend and indemnify Client against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Client:

- (a) promptly notifies Service Provider in writing of the Claim,
- (b) makes no admission of liability and does not take any position adverse to Service Provider,
- (c) gives Service Provider sole authority to control defense and settlement of the Claim, and
- (d) provides Service Provider with full disclosure and reasonable assistance as required to defend the Claim.

Paragraph 11.1 shall not apply and Service Provider shall have no obligation or liability with respect to any Claim based upon:

- (a) Products or Services that have been modified, or revised,
- (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement,

10.2. Už Paslaugas (išskyrus 10.3 p. aprašytas Paslaugas) pateikiamos išankstinės sąskaitos kas ketvirtį; sąskaitos faktūros už Prekes pateikiamos faktiškai pristatčius Prekes.

10.3. Už Power on advantage versijų naujinimo paslaugas sąskaitos pateikiamos po naujinimo paslaugų suteikimo.

10.4. Išrašydamas PVM sąskaitą faktūrą ar kitokio tipo sąskaitą ir rengdamas Paslaugų rezultato perdavimo-priėmimo aktą, Paslaugų teikėjas nurodo Sutarties sudarymo datą ir numerį bei aiškiai nurodo kokios konkrečios Paslaugos buvo faktiškai suteiktos (PVM sąskaitoje faktūroje, detalioje sąskaitoje arba Paslaugų rezultato perdavimo-perėmimo akte).

10.5. Jei mokėjimai pagal Sutartį yra tarptautiniai, taikoma SHA atsiskaitymo schema (kai banko mokesčius už tarptautinį pinigų pervedimą sumoka mokančioji Šalis, o užsienio banko mokesčius padengia gaunančioji Šalis).

10.6. Paslaugų teikėjui už suteiktas Paslaugas per Sutarties 10.1 punkte nurodytą laikotarpį nesumokėjęs Klientas, Paslaugų teikėjo prašymu, moka delspinigius už vėlavimą, kuris atitinka 0,05 proc. nuo neapmokėtos sumos už kiekvieną vėlavimo dieną.

10.7. Jei Paslaugų teikėjui buvo skirta nuobauda pagal Sutartį, už Paslaugas nesumokėta Kliento suma sumažinama atitinkamai sukauptos baudų sumos dydžiui.

11. INTELEKTINĖS NUOSAVYBĖS TEISĖS

11.1. Paslaugų teikėjas gina Klientą ir atlygina Klientui už bet kokią trečiosios šalies reikalavimą (toliau – „ieškinys“), kuriame teigiama, kad pagal šią Sutartį tiekiami Produktai ar teikiamos Paslaugos pažeidžia JAV, ES valstybėje narėje ar Kliento vietos šalyje galiojantį patentą (jei yra atitinkamas JAV arba ES valstybės narės išduotas patentas) arba bet kokias Kliento vietos šalyje įregistruotas autorių teises ar prekės ženklus, su sąlyga, kad Klientas:

- a) raštu nedelsdamas praneša Paslaugų teikėjui apie ieškinį;
- b) neprisiima atsakomybės ir nepriima jokios Paslaugų teikėjui nepalankios pozicijos;
- c) suteikia Paslaugų teikėjui teisę kontroliuoti su ieškiniu susijusią gynybą ir jo sprendimo eigą; ir
- d) teikia Paslaugų teikėjui visą reikalingą informaciją ir pagrįstą ieškinio gynybai svarbią pagalbą.

11.1. Šios Sutarties 11.1 punktas netaikomas, o Paslaugų teikėjas jokių įsipareigojimų ar atsakomybės neturi prieš jokią ieškinį, jei:

- a) Produktai ar Paslaugos buvo pakeistos ar taisytos;
- b) bet kokie Produktai ar Paslaugos buvo sujungti su kitais produktais ar paslaugomis, kai toks sujungimas yra tariamo pažeidimo pagrindas;

(c) failure of Client to implement any update provided by Service Provider that would have prevented the Claim,

(d) unauthorized use of Products or Services, or

(e) Products or Services made or performed to Client's specifications.

11.2. Should any Product or Service, or any portion thereof, become the subject of a Claim, Service Provider may at its option:

(a) procure for Client the right to continue using the Product or Service, or applicable portion thereof,

(b) modify or replace it in whole or in part to make it non-infringing, or

(c) failing (a) or (b), take back infringing Products or Services and refund the price received by Service Provider attributable to the infringing Products or Services.

11.3. Article 11 states Service Provider's exclusive liability for intellectual property infringement by Products and Services.

11.4. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Service Provider in the performance of this Contract, whether alone or with any contribution from Client, shall be owned exclusively by Service Provider. Client agrees to deliver assignment documentation as necessary to achieve that result.

12. AMENDMENT OF CONTRACT CONDITIONS

12.1. The Contract may be changed by written agreement between the Parties in the order provided for in the Contract or the Law on Public Procurement.

12.2. Amendments to the procurement contract of technical nature (such as particulars of the Parties, errors) and the adjustment of individual Contract performance conditions under the circumstances provided for in the Contract agreed by both parties in written form shall not be considered amendments to Contract conditions

12.3. Each party may at any time propose changes in the schedule or scope of Services, if that kind of changes and changes of prices was included in the Contract. Service Provider is not obligated to proceed with any change until both parties agree upon such change in writing.

12.4. No later than 6 months after the entry into force of the Contract the Service provider undertakes to rely on staff only from countries corresponding to European and transatlantic integration criteria (and Australia) for the implementation of the Contract. No later than within 1 month after the entry into force of the Contract the Parties agree to perform all justified amendments to the provisions of the Contract and (or) its Annexes (including the rates of Services specified in Annex 3 of this Contract), directly related to the Service provider's obligation to rely on staff

c) Klientas nesugebėjo įgyvendinti jokių Paslaugų teikėjo pateiktų atnaujinimų, kurie būtų užkirtę kelią ieškiniui;

d) Produktai ar Paslaugos naudojami neteisėtai; arba

e) Produktai ar Paslaugos buvo pagaminti ar įgyvendinti pagal Kliento specifikacijas.

11.2. Jei kuris nors Produktas ar Paslauga arba bet kuri jo dalis tampa ieškinio objektu, Paslaugų teikėjas savo pasirinkimu gali:

a) parūpinti Klientui teisę toliau naudoti Produktą ar Paslaugą arba jo dalį;

b) modifikuoti arba visiškai ar iš dalies pakeisti Produktą ar Paslaugą taip, kad jis nepažeistų įstatymo, teisių ar pan., arba

c) jei (a) ar (b) įgyvendinti neįmanoma ar nepavyksta, atsiimti įstatymą/teisę ir pan. pažeidžiančius Produktus ar Paslaugas ir grąžinti jiems priskirtiną sumą, kurią iš Kliento gavo Paslaugų teikėjas.

11.3. Sutarties 11 skyriuje numatoma išskirtinė Paslaugų teikėjo atsakomybė už intelektinės nuosavybės teisių pažeidimus Produktais ir Paslaugomis.

11.4. Kiekviena Šalis turi nuosavybės teisę į visą konfidencialią informaciją ir intelektinę nuosavybę, kurią ji turėjo iki Sutarties. Visa nauja, vykdamas šią Sutartį Paslaugų teikėjo sugalvota ar sukurta intelektinė nuosavybė, atskirai arba su bet koku Kliento įnašu, priklauso tik Paslaugų teikėjui. Siekdamas šio rezultato, Klientas sutinka perduoti intelektinės nuosavybės priskyrimo dokumentus.

12. SUTARTIES SĄLYGŲ PAKEITIMAS

12.1. Sutartis gali būti pakeista raštišku Šalių sutarimu Sutartyje arba Lietuvos Respublikos Viešųjų pirkimų įstatyme nustatyta tvarka.

12.2. Formalaus pobūdžio pirkimo sutarties pakeitimai (pvz., Šalių duomenys, klaidų ištaisymai) ir individualių Sutarties vykdymo sąlygų koregavimas Sutartyje numatytomis aplinkybėmis, dėl kurių abi Šalys susitarė raštu, nėra laikomas Sutarties sąlygų pakeitimu.

12.3. Kiekviena Šalis bet kada gali pasiūlyti Paslaugų sąrašo ar apimties pakeitimus, jei tokie pakeitimai buvo įtraukti į Sutartį. Paslaugų teikėjas neprivalo atlikti jokių pakeitimų tol, kol abi Šalys dėl tokių pakeitimų nesusitarė raštu.

12.4. Paslaugų teikėjas įsipareigoja ne vėliau kaip po 6 mėnesių nuo Sutarties įsigaliojimo dienos Sutarčiai vykdyti reikalingus asmenis pasitelkti tik iš europinės ir transatlantinės integracijos kriterijus atitinkančių valstybių (bei Australijos). Šalys susitaria ne vėliau kaip per 1 mėnesį nuo Sutarties įsigaliojimo dienos atlikti visus pagrįstus Sutarties ir (ar) jos priedų nuostatų (įskaitant Paslaugų įkainių, nurodytų Sutarties priede Nr. 3), tiesiogiai susijusių su Paslaugų teikėjo įsipareigojimu Sutarčiai vykdyti pasitelkti asmenis tik iš europinės ir transatlantinės

only from countries corresponding to European and Transatlantic integration criteria (and Australia) for the implementation of the Contract, by signing a written amendment to the Contract, which shall be applicable from the date of fulfilment of the Service provider's obligation to rely on a staff only from the countries corresponding to European and Transatlantic integration criteria (and Australia). If no agreement is reached on the amendment terms or rates the Parties reserve the right to terminate the Contract no later than 6 months after the entry into force of the Contract with a 30 day prior written notice. In this case no contractual penalties are applied but Client still has the obligation to pay for the Services provided before the termination of the Contract.

13. BREACH OF THE CONTRACT AND THE CONSEQUENCES THEREOF, CONTRACT TERMINATION

13.1. If the amount of contractual penalties calculated for the Service Provider shall exceed 15 % of the overall price of the Services, it shall be considered as an essential breach of the Contract from the part of the Service Provider.

13.2. Client terminates the Contract (or the portion affected) for cause if Service Provider:

- (i) becomes Insolvent/Bankrupt,
- (ii) Service Provider does not comply with the deadline for the provision of services established in the section or fails to eliminate the discovered defaults of the Services and the delay from the planned deadline is more than 30 days and the delay is not due to causes excused by the provisions of the Contract and/or caused by Client or

- (iii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that:

- (a) Client shall first provide Service Provider with detailed written notice of the breach and of Client's intention to terminate the Contract, and

- (b) Service Provider shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

13.3. If Client terminates the Contract pursuant to Section 13.2:

- (i) Service Provider shall reimburse Client the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Client to complete that scope, and

- (ii) Client shall pay to Service Provider: amounts for Services and Products performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Service Provider's then-current standard time and material rates.

integracijos kriterijus atitinkančių valstybių (bei Australijos), pakeitimus, pasirašant rašytinį Sutarties pakeitimą, kuris būtų taikomas nuo Paslaugų teikėjo įsipareigojimo pasitelkti asmenis tik iš europinės ir transatlantinės integracijos kriterijus atitinkančių valstybių (bei Australijos) įvykdymo dienos. Jeigu nepavyksta pasiekti susitarimo dėl pakeitimo terminų ar įkainių Šalys pasilieka teisę nutraukti sutartį ne vėliau kaip po 6 mėnesių nuo Sutarties įsigaliojimo dienos prieš 30 dienų informavusios apie tai raštu. Tokiu atveju netaikomos jokios Sutartyje numatytos baudos, bet Klientas privalo atsiskaityti už iki Sutarties nutraukimo suteiktas paslaugas.

13. SUTARTIES PAŽEIDIMAS IR TO PASEKMĖS, SUTARTIES NUTRAUKIMAS

13.1. Jei Paslaugų teikėjui apskaičiuota sutartinių nuobaudų suma viršija 15% bendros Paslaugų kainos, tai laikoma esminiu Sutarties pažeidimu iš Paslaugų teikėjo pusės.

13.2. Klientas nutraukia Sutartį (arba jos dalį), jei Paslaugų teikėjas:

- (i) tampa nemokus/bankrutuoja;
- (ii) Paslaugų teikėjas nesilaiko atitinkamame skyriuje nustatyto Paslaugų teikimo termino arba nepanaikina atrastų Paslaugų trūkumų, ir nuo numatyto termino vėluojama daugiau nei 30 dienų, o atidėjimo priežastis – ne ta, kurią pateisina Sutarties nuostatos, ir/arba nėra Kliento kaltė, arba

- (iii) padarė esminį Sutarties pažeidimą, kuris neturi numatytos gynimo priemonės su sąlyga, kad:

- a) Klientas pirmiausia privalo pateikti Paslaugų teikėjui išsamų raštišką pranešimą apie pažeidimą ir informuoti apie ketinimą nutraukti Sutartį;

- b) per 30 dienų nuo pranešimo gavimo Paslaugų teikėjas nepradėjo taisyti pažeidimo ar nedarė to kruopščiai.

13.3. Jei Klientas nutraukia Sutartį pagal 13.2 skirsnį:

- (i) Paslaugų teikėjas atlygina Klientui skirtumą tarp Sutarties dalies, kuri priskiriama nutrauktos Sutarties dalies apimčiai, ir faktinės sumos, kurią Klientas pagrįstai sumokėjo apimties tikslui pasiekti, ir

- (ii) Klientas turi sumokėti Paslaugų teikėjui: sumas už iki nutraukimo įsigaliojimo datos suteiktas Paslaugas ir teiktus Produktus. Už Paslaugas mokėtinos sumos nustatomos pagal Sutarties įvykdymo etapų grafiką (už įvykdytus etapus) ir Sutartyje nurodytus tarifus (už darbus, susijusius su dar neįvykdytais etapais, o jei etapai nenustatyti, pagal tvarkaraštį), jei taikoma, arba, jei Sutartyje etapai ir/arba tarifai nėra numatyti, pagal Paslaugų teikėjo tuometinį standartinę darbų trukmę ir Sutartyje nuatytus tarifus.

13.4. Service Provider may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Client:

- (i) becomes Insolvent/Bankrupt, or
- (ii) materially breaches the Contract, including, but not limited to, failure or delay in Client providing Payment Security, making any payment when due, or fulfilling any payment conditions.

13.5. If the Contract (or any portion thereof) is terminated for any reason under Section 13.2, the Service Provider shall pay the Client a penalty equal to 10% of the Contract Price.

13.6. If the Contract (or any portion thereof) is terminated for any reason under Section 13.3, the Client shall pay the Service Provider a penalty equal to 10% of the Contract Price and Services performed before the effective date of termination.

13.7. Parties may terminate the Contract by agreement.

13.8. The Client has the right to terminate the Contract, having given the Service Provider a 60 day prior written notice and having paid for all Services provided before the expiry of the Contract. In this case, the Client pays penalty equal to 10% of the ordered and undelivered Services.

14. CONTRACT PERFORMANCE GUARANTEE

14.1. The Parties declare that penalties provided for in the Contract shall be considered fair and low, and agree that they will not be reduced regardless of whether a part of the duty was fulfilled. The Parties also declare that the amount of the said penalties shall be considered undisputable amount of losses incurred by the aggrieved Party, which the other Party must compensate to the aggrieved Party for the breach (noncompliance) of the Contract without requesting to prove the amount of the losses.

14.2. The mandatory penalties of the Party to be paid on the basis of the Contract shall be paid within 10 (ten) days from the day of the receipt of an issued invoice or another document presenting a requirement to pay the penalties. Losses which must be compensated by the Party on the basis of the Contract shall be paid within 10 (ten) days from the day of receipt of a written claim.

14.3. The compensation of losses and payment of penalties shall not relieve the party from proper performance of Contract provisions.

15. LIABILITY OF THE PARTIES

15.1. The Parties shall be liable for non-performance or improper performance of their contractual obligations in the procedure prescribed in the Contract and the laws.

15.2. Service Provider shall not be liable or considered in breach of its obligations under this Contract to the extent that Service Provider's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any

13.4. Paslaugų teikėjas gali nedelsdamas sustabdyti ar nutraukti Sutartį (ar bet kurią paveiktą jos dalį), jei Klientas:

- (i) tampa nemokus/bankrutuoja;
- (ii) iš esmės pažeidžia Sutartį, įskaitant, bet neapsiribojant, Kliento nesugebėjimu laiku sumokėti sutartą sumą arba vėlavimą tai padaryti arba jei Klientas nesilaiko mokėjimo sąlygų.

13.5. Jei Sutartis (ar bet kuri jos dalis) nutraukiama dėl bet kokios priežasties pagal 13.2 punktą, Paslaugų teikėjas sumoka Klientui nuobaudą, lygią 10% nuo Sutartinės kainos.

13.6. Jei Sutartis (ar bet kuri jos dalis) nutraukiama dėl bet kokios priežasties pagal 13.3 punktą, Klientas sumoka Paslaugų teikėjui nuobaudą, lygią 10% nuo Sutartinės kainos ir už Paslaugas, suteiktas iki nutraukimo įsigaliojimo dienos.

13.7. Šalys gali nutraukti Sutartį bendru sutarimu.

13.8. Klientas turi teisę nutraukti Sutartį prieš 60 dienų raštu įspėjęs Paslaugų teikėją ir sumokėjęs už iki Sutarties galiojimo pabaigos suteiktas Paslaugas. Tokiu atveju Klientas moka 10% nuo užsakytų, bet dar nesuteiktų Paslaugų vertės dydžio baudą.

14. SUTARTIES ĮVYKDYMO GARANTIJA

14.1. Šalys pareiškia, kad Sutartyje numatytos nuobaudos laikomos sąžiningomis ir protingo dydžio, ir sutaria, kad nepaisant to, jog dalis pareigų buvo įvykdyta, jos nebus mažinamos. Šalys taip pat pareiškia, kad minėtų sankcijų dydis laikomas neginčijamu nukentėjusios Šalies patirtų nuostolių dydžiu, kurį kita Šalis turi kompensuoti nukentėjusiajai Šaliai už Sutarties pažeidimą (neatitikimą), nereikalaujant tokių nuostolių dydį patvirtinančių įrodymų.

14.2. Pagal Sutartį mokamos privalomos Šalies nuobaudos, turi būti sumokėtos per 10 (dešimt) dienų nuo išrašytos sąskaitos faktūros ar kito dokumento, kuriame pateikiamas reikalavimas sumokėti netesybas, dienos. Nuostoliai, kuriuos Šalis turi kompensuoti pagal Sutartį, turi būti sumokėti per 10 (dešimt) dienų nuo rašytinio reikalavimo gavimo dienos.

14.3. Nuostolių kompensavimas ir nuobaudų mokėjimas neatleidžia šalies nuo tinkamo Sutarties nuostatų vykdymo.

15. ŠALIŲ ATSAKOMYBĖ

15.1. Už savo sutartinių įsipareigojimų nevykdymą ar netinkamą vykdymą Šalys atsako šioje Sutartyje ir teisės aktuose nustatyta tvarka.

15.2. Paslaugų teikėjas nėra atsakingas ir nėra laikomas pažeidžiančiu savo įsipareigojimus pagal šią Sutartį, jei Paslaugų teikėjas įsipareigojimų tiesiogiai ar netiesiogiai nevykdo ar vėluoja vykdyti dėl bet kokių aplinkybių, kurių jis negali pagrįstai kontroliuoti, arba dėl ginkluoto konflikto, teroro akto ar grėsmių, epidemijos, streikų ar kitų darbo sutrikdymų, bet kokios vyriausybės institucijos ar

governmental authority or of the Client or Client's contractors or suppliers. If an excusable event occurs, the schedule for Service Provider's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Client or its contractors or suppliers cause the delay, Service Provider shall also be entitled to an equitable price adjustment. The Party shall inform another Party about the emergence of these circumstances within 10 (ten) calendar days from the day it found out (had to find out) about the emergence thereof. The performance of obligations of the Parties shall be postponed for the period of existence of force majeure circumstances.

15.3. The total liability of Service Provider for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Services, shall not exceed the Contract Price.

15.4. The Contractor only compensates for direct losses under the Contract. All Service Provider liability shall end upon expiration of the applicable warranty period, provided that Client may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.5. If Client is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Client shall either:

(i) indemnify and defend Service Provider from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Section 16, or

(ii) require that the third party agree, for the benefit of and enforceable by Service Provider, to be bound by all the limitations included in this Section.

15.6. The limitations in this Section shall apply regardless of whether a claim is based on the Contract, indemnity, strict liability or otherwise (except liability for wilful misconduct, gross negligence, death, harm, when the liability shall be unlimited according to law) and shall prevail over any conflicting terms, except to the extent that such terms further restrict Service Provider's liability.

16. CONFIDENTIAL INFORMATION

16.1. The Parties agree to keep this Contract, except for the fact of the Contract award, and the entire information transferred to each other on the basis thereof secret, regardless of the fact whether that information is presented orally or in writing. The Parties agree not to disclose confidential information to any third party without a prior written consent of the Party having presented it, also, not to use confidential information for personal needs or needs

Kliento, Kliento rangovų ar tiekėjų veiksmų ar neveikimo. Jei įvyksta atleistinas įvykis, Paslaugų teikėjo darbų įgyvendinimo grafikas pratęsiamas tokiam laikui, kiek jo buvo prarasta dėl to įvykio, pridėdant tokį papildomą laiką, kuris gali būti reikalingas norint įveikti įvykio pasekmes. Jei Paslaugų teikėjas vėluoja dėl Kliento, jo rangovų ar tiekėjų veiksmų ar neveikimo, Paslaugų teikėjas turi teisę į teisingą kainų koregavimą. Apie šių aplinkybių atsiradimą Šalis informuoja kitą Šalį per 10 (dešimt) kalendorinių dienų nuo tos dienos, kai ji sužino (turėjo sužinoti) apie jos atsiradimą. Šalių įsipareigojimų vykdymas dėl nenugalimos jėgos aplinkybių atidedamas nenugalimos jėgos aplinkybių laikotarpiui.

15.3. Bendras Paslaugų teikėjo įsipareigojimas visų ir bet kokių pretenzijų atžvilgiu, atsirandančių dėl šios Sutarties sudarymo, vykdymo ar pažeidimo, ar susijusių su Sutartimi ar bet kuria Paslauga, neturi viršyti Sutarties kainos.

15.4. Paslaugų teikėjas pagal Sutartį kompensuoja tik tiesioginius nuostolius. Visa Paslaugų teikėjo atsakomybė baigiasi pasibaigus garantinio laikotarpio galiojimui, su sąlyga, kad ne vėliau kaip per vienerius metus nuo tokio garantinio laikotarpio pabaigos ir prieš pasibaigiant bet kokiam įstatymo apribojimui ar kitam teisinių terminų apribojimui, Klientas gali toliau vystyti ieškinį, apie kurį jis pranešė iki tos datos, ir pradėti teisminį procesą ar arbitražą, kaip taikoma pagal šią Sutartį.

15.5. Jei Klientas Produktus ar Paslaugas rezultatus teikia trečiajai šaliai arba Produktais ar Paslaugos rezultatais naudojasi tretieji asmenys, Klientas:

i) atlygina žalą ir gina Paslaugų teikėją nuo bet kokių ir visų trečiųjų šalių pateiktų reikalavimų ir atsakomybės, viršijančios šiame skyriuje išdėstytus apribojimus, arba

ii) reikalauja, kad Paslaugų teikėjo naudai ir vykdymui, trečioji šalis sutiktų su visais šiame skyriuje nurodytais apribojimais.

15.6. Šio skyriaus apribojimai taikomi neatsižvelgiant į tai, ar ieškinyje grindžiamas Sutartimi, atlyginimo už nuostolius sąlyga, griežta atsakomybė ar kitu būdu (išskyrus atsakomybę už tyčinį nusižengimą, didelio neatsargumo, mirties, žalos atvejus, kai atsakomybė yra neribota pagal įstatymą), ir turi viršenybę prieš bet kokias prieštaraujančias sąlygas, išskyrus tuos atvejus, kai tokios sąlygos papildomai riboja Paslaugų teikėjo atsakomybę.

16. KONFIDENCIALI INFORMACIJA

16.1. Šalys sutinka laikyti šią Sutartį, išskyrus Sutarties sudarymo faktą, ir visą viena kitai jos pagrindu perduotą informaciją konfidencialiai, neatsižvelgiant į tai, ar ta informacija pateikiama žodžiu ar raštu. Šalys susitaria neatskleisti konfidencialios informacijos jokiai trečiajai šaliai be išankstinio raštiško ją pateikusios šalies sutikimo, be to, nenaudoti konfidencialios informacijos asmeniniams ar trečiųjų asmenų tikslams, išskyrus

of third persons, except for cases when such information must be disclosed to a legal, financial, another specialist/advisor, to the lender or according to law.

16.2. Service Provider and Client (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means:

(a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and

(b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. This does not apply to contract and Tender form excluding annexes which according to Law on Public Procurements of Lithuania has to be published.

16.3. The following shall also be considered confidential information:

16.3.1. information expressed in electronic form, in writing or some other manner, received in the performance of the Contract;

16.3.2. data, personal data, electronic data, archived information and other information prepared by employees of the Party.

16.3. Receiving Party agrees:

(i) to use the Confidential Information only in connection with the Contract and use of Products and Services,

(ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and

(iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions:

(a) Service Provider may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract,

(b) a Receiving Party may disclose Confidential Information to its auditors,

(c) Client may disclose Confidential Information to any other company owned by Lietuvos Energija, UAB in connection with performance of the Contract or retain financing needed to perform its obligations under the Contract, and

(d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a

tuos atvejus, kai tokia informacija turi būti atskleista teisiniam, finansiniam, kitam specialistui/patarėjui, skoliniojui arba pagal įstatymus.

16.2. Paslaugų teikėjas ir Klientas (kai informacija buvo atskleista – „Atskleidžiančioji šalis“) gali pateikti kitai Šaliai (kai informacija yra gauta – „Gaunančioji šalis“) su šia Sutartimi susijusią Konfidencialią informaciją. „Konfidenciali informacija“ reiškia:

a) informaciją, kurią rašytinio atskleidimo metu Atskleidusi šalis raštu nurodė kaip „konfidencialią“ ar „privatą“, ir

b) informaciją, kuri žodinio arba vizualinio informacijos atskleidimo metu Atskleidžiančios šalies žodžiu pažymėta kaip „konfidenciali“ arba „privati“, ir informacijos „konfidencialumas“ arba „privatumas“ buvo per dvidešimt (20) dienų nuo žodinio ar vizualaus atskleidimo patvirtintas raštu. Tai netaikoma Sutarties ir Pasiūlymui, kurie pagal Lietuvos Respublikos Viešųjų pirkimų įstatymą turi būti paskelbti viešai.

16.3. Konfidencialia informacija taip pat laikoma ši informacija:

16.3.1. elektronine forma, raštu ar kitu būdu išreikšta informacija, gauta vykdomant Sutartį;

16.3.2. duomenys, asmens duomenys, elektroniniai duomenys, archyvuota informacija ir kita Šalies darbuotojų parengta informacija.

16.3. Gaunanti Šalis sutinka:

(i) Konfidencialią informaciją naudoti tik Sutarties tikslais ir Produktų bei Paslaugų naudojimo tikslais;

(ii) imtis pagrįstų priemonių, kad Konfidenciali informacija nebūtų atskleista trečiosioms šalims, ir

(iii) neatskleisti Konfidencialios informacijos Atskleidžiančios šalies konkurentui. Nepaisant šių apribojimų:

a) su Sutarties vykdymu susijusią Konfidencialią informaciją Paslaugų teikėjas gali atskleisti savo filialams ir Subrangovams;

b) Gaunančioji šalis gali Konfidencialią informaciją atskleisti savo auditoriams;

c) Klientas gali Konfidencialią informaciją atskleisti bet kuriai kitai su Sutarties vykdymu susijusiai AB „Ignitis grupė“ priklausančiai bendrovei ar siekdama išlaikyti finansavimą, reikalingą savo įsipareigojimų pagal Sutartį vykdymui, ir

d) Gaunančioji šalis gali Konfidencialią informaciją atskleisti bet kuriai kitai trečiajai šaliai su išankstiniu raštišku Atskleidžiančios šalies leidimu ir kiekvienu atveju tik tuomet, jei Gaunančioji šalis gauna tokių subrangovų, auditorių, kreditorių ar kitų trečiųjų asmenų įsipareigojimą neatskleisti informacijos, kurią draudžia atskleisti dėl jos konfidencialumo, ir su sąlyga, kad Gaunančioji šalis lieka ir toliau atsakinga už bet kokią neteisėtą Konfidencialios informacijos naudojimą ar atskleidimą. Gavusioji šalis, po prašymo, grąžina informaciją Atskleidusiai šaliai arba sunaikina visas Konfidencialios informacijos kopijas, išskyrus

specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Service Provider may also retain one archive copy of Client's Confidential Information.

16.4. The obligations under this Article 17 shall not apply to any portion of the Confidential Information that:

(i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates;

(ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party;

(iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information;

(iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

16.5. The Party in breach of the confidentiality obligation provided for in the Contract shall undertake to pay to another Party based on a reasoned requirement thereof a fine of EUR 3000,00 (exclusive of VAT) and compensate all direct and indirect losses incurred by another Party to the extent the said fine does not cover them.

16.6. Subject to this section, restrictions on any individual Confidential Information Object shall terminate five (5) years after the disclosure of such information. This section of the Contract does not supersede any separate confidentiality or disclosure agreement between the Parties.

17. FINAL PROVISIONS

17.1. The Contract shall enter into force on the date of its mutual signature. The term for the provision of services is 36 (thirty-six) months from the date of entry into force of the Contract, if the total price of the Contract specified in point 5.3. of the Contract is not exceeded. The maximum term of the Contract is 38 (thirty eight) months, i. y. 36 (thirty-six) months for the period of provision of the Services and 2 (two) months for the final settlement between the Parties for the duly provided Services, delivered Goods and the applied sanctions.

17.2. Technical Specification is an integral part to the Contract.

17.3. In view of the fact that Lietuvos Energija, UAB company group owns enterprises and controlled facilities which have strategic importance for national security, and the energy sector is classified as a strategically important economic sector for national security, the Client reserves the right to carry out checks on the Service Provider and

atvejus, kai konkreiti Sutarties nuostata suteikia teisę Gaunančiajai šaliai tokią Konfidencialią informaciją išsaugoti.

16.4. Įsipareigojimai pagal šį skyrių netaikomi jokiai Konfidencialios informacijos daliai, kuri:

i) yra arba bendrai tampa prieinama visuomenei, bet ne dėl to, kad ją atskleidė Gaunančioji šalis, jos atstovai ar jos filialai;

ii) yra arba nekonfidencialiu pagrindu tampa prieinama Gaunančiajai šaliai iš kito šaltinio nei Atskleidžiančioji šalis, kai tas šaltinis, atsižvelgiant į Gaunančiosios šalies turimas žinias, nėra saistomas konfidencialumo įpareigojimais su Atskleidžiančiąja šalimi;

iii) yra Gaunančiosios šalies, jos atstovų ar filialų nepriklausomai parengta informacija, be nuorodų į Konfidencialią informaciją;

iv) turi būti atskleista pagal įstatymą ar galiojantį teisinį procesą, su sąlyga, kad informaciją atskleisti ketinanti Gaunančioji šalis, reaguodama į tokius reikalavimus ar procesą, prieš atskleisdama informaciją, nedelsdama informuoja Atskleidžiančiąją šalį ir pagrįstai bendradarbiauja bandant išlaikyti Konfidencialios informacijos konfidencialumą.

16.5. Šalis, pažeidusi Sutartyje numatytą konfidencialumo įsipareigojimą, įsipareigoja pagal pagrįstą reikalavimą sumokėti kitai Šaliai 3 000 eurų baudą (be PVM) ir kompensuoti visus tiesioginius ir netiesioginius kitos Šalies patirtus nuostolius tiek, kiek minėta bauda nepadengia.

16.6. Pagal šį skyrių, bet kurio atskiro Konfidencialios informacijos objekto apribojimai baigiasi po penkių (5) metų nuo tokios informacijos atskleidimo. Šis Sutarties skyrius nepakeičia jokio atskiro tarp Šalių pasirašyto konfidencialumo ar informacijos atskleidimą ribojančio susitarimo.

17. BAIGIAMOSIOS NUOSTATOS

17.1. Sutartis įsigalioja nuo jos abipusio pasirašymo dienos. Paslaugų teikimo terminas yra 36 (trisdešimt šeši) mėnesiai nuo Sutarties įsigaliojimo dienos, jei neviršijama Sutarties 5.3. punkte nurodyta bendra Paslaugų ir Prekių kaina. Maksimalus Sutarties galiojimo terminas yra 38 (trisdešimt aštuoni) mėnesiai, t. y. 36 (trisdešimt šeši) mėnesiai Paslaugų teikimo ir Prekių tiekimo laikotarpis ir 2 (du) mėnesiai galutiniam atsiskaitymui tarp Šalių už tinkamai suteiktas Paslaugas, pristatytas Prekes ir pritaikytas sankcijas.

17.2. Techninė specifikacija yra neatskiriama Sutarties dalis.

17.3. Atsižvelgiant į tai, kad Klientas yra strateginę reikšmę Lietuvos Respublikos nacionaliniam saugumui turinti įmonė, o energetikos sektorius yra priskiriamas strategiškai svarbiam ekonominiame nacionalinio saugumo sektoriui, Klientas pasilieka teisę atlikti Paslaugų teikėjo ir/arba jo pasirinktų verslo subjektų (subrangovų) patikrinimus, kad

/ or his chosen business subjects' (sub-contractors') compliance with the legal acts of the Republic of Lithuania on the obligatory criteria / principles for ensuring national security and other strategic interests. In the event that during the term of validity of the Contract it becomes evident that the Service Provider does not meet these compliance criteria / provisions / principles and does not remedy the identified discrepancies within the term specified by the Client, the Client shall have the right to terminate the Agreement unilaterally. The Client must submit a request for submission of documents with a 30 day written notice, indicating the reasons, the legal basis, and if necessary, to additionally sign confidentiality obligations, and the Service providers undertake to provide the necessary documents within 30 days of receiving this notice. In the event of a threat to national security or other security threat, the Client shall inform the Service Provider in writing and set a deadline of at least 14 days for elimination of deficiencies, if the deficiencies are not resolved or due to the nature of the defects they cannot be eliminated, the Client has the right to immediately terminate the Contract.

17.4. The Client may suspend the performance of the Contract or a part thereof for such a period of time and in a way it sees fit. If the period of suspension lasts longer than 30 days, the Service provider shall have the right to ask for permission to resume the performance of the Contract, and, in case of the refusal of the Client to grant such permission within 10 days from the respective address of the Service provider, to terminate the Contract having warned about that 10 days in advance.

17.5. All notices and other information between the Parties under the Contract shall be made in writing and considered properly submitted, if they are handed in in person, sent by courier, registered mail or by other means indicated in in Annexes to the Contract to the addresses specified in these Annexes.

17.6. The Parties shall appoint the contact persons for cooperation, the data of whom are indicated in Annex 1 to the Contract. The messages can be duplicated electronically by email to the addresses stated in Annex 1.

17.7. Each Party shall notify another Party about the change of the address, particulars or contract persons indicated in the Contract within 5 working days. All notices and other correspondence sent to the address indicated in the Contract before the notification on the change of address shall be considered properly delivered.

17.8. All mutual relations of the Parties arising out of the Contract and undiscussed in these conditions are governed by laws and other legislation of the Republic of Lithuania.

17.9. The Parties undertake to resolve all disputes arising out of the performance of the Contract by negotiation. If the Parties cannot resolve these disputes by negotiation, they shall be solved in

isitikintų, jog yra laikomasi Lietuvos Respublikos teisės aktų, susijusių su privalomais nacionalinio saugumo ir kitų strateginių interesų užtikrinimo kriterijais/principais. Tuo atveju, kai Sutarties galiojimo laikotarpiu paaiškėja, kad Paslaugų teikėjas neatitinka šių atitikties kriterijų / nuostatų / principų ir nustatytų neatitikimų nepašalina per Kliento nurodytą terminą, Klientas turi teisę vienašališkai nutraukti Sutartį. Klientas privalo prieš 30 dienų raštu pateikti prašymą dėl dokumentų pateikimo, nurodydamas priežastis, teisinį pagrindą ir, prireikus, papildomai pasirašydamas konfidencialumo įsipareigojimus, o Paslaugų teikėjai įsipareigoja per 30 dienų nuo pranešimo gavimo dienos pateikti reikiamus dokumentus. Kilus grėsmei nacionaliniam saugumui ar kitai su saugumu susijusiai grėsmei, Klientas raštu informuoja Paslaugos teikėją ir nustato bent 14 dienų trukmę pašalinimo terminą. Jei trūkumai nepanaikinami arba, dėl jų pobūdžio, jų pašalinti neįmanoma, Klientas turi teisę nedelsiant nutraukti Sutartį.

17.4. Klientas gali sustabdyti Sutarties ar jos dalies vykdymą tokiam laikotarpiui ir tokiu būdu, kokį jis laiko tinkamu. Jei sustabdymo laikotarpis trunka ilgiau nei 30 dienų, Paslaugų teikėjas turi teisę prašyti leidimo atnaujinti Sutarties vykdymą, o tuo atveju, jei per 10 dienų nuo atitinkamo Paslaugų teikėjo kreipimosi Klientas tokį leidimą suteikti atsisako, Paslaugų teikėjas turi teisę nutraukti Sutartį, su sąlyga, kad prieš 10 dienų apie tai įspėjo Klientą.

17.5. Visi pranešimai ir kita informacija tarp Šalių pagal Sutartį pateikiama raštu ir yra laikoma tinkamai pateikta, jeigu ji yra įteikta asmeniškai, išsiųsta per kurjerį, registruotu paštu arba kitomis Sutarties prieduose nurodytomis priemonėmis ir šiuose Prieduose nurodytais adresais.

17.6. Šalys bendradarbiavimui skiria kontaktinius asmenis, kurių duomenys nurodyti Sutarties 1 priede. Elektroniniu būdu siunčiamus pranešimus, kai jie siunčiami 1 priede nurodytais elektroninio pašto adresais, galima dubliuoti.

17.7. Kiekviena Šalis per 5 Darbo dienas praneša kitai Šaliai apie Sutartyje nurodyto adreso, duomenų ar Sutartyje nurodytų kontaktinių asmenų pasikeitimą. Visi pranešimai ir kita korespondencija, kuri prieš pranešant apie adreso pasikeitimą, buvo nusiųsta Sutartyje nurodytais adresais, yra laikoma tinkamai pristatyta.

17.8. Visi iš Sutarties kylantys ir šiose sąlygose neaptariami Šalių tarpusavio santykiai yra reglamentuojami Lietuvos Respublikos įstatymais ir kitais teisės aktais.

17.9. Šalys įsipareigoja visus dėl Sutarties vykdymo kylančius ginčus išspręsti derybomis. Jei derybomis išspręsti ginčų Šalims nepavyksta, jie, įstatymų nustatyta tvarka, sprendžiami Lietuvos Respublikos teismuose.

courts of the Republic of Lithuania in the procedure prescribed by laws.

17.10. If any of the provisions of the Contract is or becomes partially or completely invalid, it shall not make the remaining provisions of the Contract invalid. In such a case the Parties agree to make every effort to ensure the replacement of the invalid provision with a legally effective standard, which, as much as possible, would have the same effect as the replaced provision.

17.11. This Contract is drawn up in two copies of equal legal force, one for each Party. In case of any discrepancies between Lithuanian and English language text of the Contract and any of its appendices English language text shall be used.

17.12. Products and Services sold by Service Provider are not intended for use in connection with any nuclear facility or activity, and Client warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Service Provider. If, in breach of this, any such use occurs, Service Provider (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Service Provider, Client shall indemnify and hold Service Provider (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Service Provider to any such use, if any, will be conditioned upon additional terms and conditions that Service Provider determines to be acceptable for protection against nuclear liability.

17.13. Mutual relations between the Parties arising from this Contract and not discussed in the terms and conditions thereof shall be regulated by the laws and other legislative acts of the Republic of Lithuania.

17.14. The delegation or assignment by Client of any or all of its rights or obligations under the Contract without Service Provider's prior written consent (which consent shall not be unreasonably withheld) shall be void. Client shall notify Service Provider immediately upon any change in ownership of more than fifty percent (50%) of Client's voting rights or of any controlling interest in Client. If Client fails to do so or Service Provider objects to the change, Service Provider may:

- (a) terminate the Contract,
- (b) require Client to provide adequate assurance of performance (including but not limited to payment), and/or
- (c) put in place special controls regarding Service Provider's Confidential Information.

18. OTHER CONDITIONS

18.1. The Parties agree that the Parties shall communicate in English during the provision of the Services, and the final documents and all materials related to the provision of the Services shall be

17.10. Jei kuri nors iš Sutarties nuostatų yra arba tampa dalinai arba visiškai negaliojančia, ji neturi įtakos likusių Sutarties nuostatų galiojimui. Tokiu atveju Šalys susitaria dėti visas pastangas, kad užtikrintų negaliojančios nuostatos pakeitimą teisiškai veiksminga nuostata, kuri, kiek įmanoma, turėtų tokį patį poveikį kaip ir pakeistoji nuostata.

17.11. Ši Sutartis yra sudaryta dviem lygiavertės teisinės galios egzemplioriais, po vieną kiekvienai Šaliai. Atsiradus bet kokiems neatitikimams Sutartyje ar jos prieduose tarp lietuvių ir anglų kalbų, pirmenybė teikiama tekstui anglų kalba.

17.12. Paslaugų teikėjo parduodami Produktai ir Paslaugos nėra skirti naudoti su branduoline įranga ar branduolinės veiklos tikslais, o Klientas garantuoja, kad be išankstinio rašytinio Paslaugų teikėjo sutikimo, Produktų ar Paslaugų jis nenaudos tokiems tikslams ir neleis naudoti kitiems. Jei, pažeidžiant šią sąlygą, išsiaiškinama apie tokio pobūdžio naudojimą, Paslaugų teikėjas (ir jo patronuojanti įmonė, filialai, tiekėjai ir subrangovai) jokios atsakomybės už bet kokią branduolinę ar kitokią žalą, sužalojimą ar užteršimą neprisiima ir, šalia kitų Paslaugų teikėjo teisių, Klientas atlygina žalą ir saugo Paslaugų teikėją (ir jo patronuojančią įmonę, filialus, tiekėjus ir subrangovus) nuo tokios atsakomybės. Paslaugų teikėjo sutikimui dėl bet kokio tokio pobūdžio naudojimo, jei toks bus duotas, bus taikomos papildomos sąlygos, kurias Paslaugų teikėjas nustato kaip tinkamas saugantis nuo branduolinės atsakomybės.

17.13. Iš šios Sutarties kylantys ir joje neaperti Šalių tarpusavio santykiai, yra reglamentuojami Lietuvos Respublikos įstatymais ir kitais teisės aktais.

17.14. Bet kokių ar visų teisių ar įsipareigojimų pagal Sutartį delegavimas ar perdavimas, kurį be Paslaugų teikėjo išankstinio rašytinio sutikimo (kuris negali būti nepagrįstai sulaikomas) įvykdo Klientas, yra negaliojantis. Klientas nedelsdamas praneša Paslaugų teikėjui apie bet kokią nuosavybės pasikeitimą, kurį sudaro daugiau kaip penkiasdešimt procentų (50%) Kliento balsavimo teisių ar bet kurio kontroliuojančiojo intereso. Jei Klientas to nepadaro arba Paslaugų teikėjas pakeitimui prieštarauja, Paslaugų teikėjas gali:

- (a) nutraukti Sutartį,
- (b) pareikalauti, kad Klientas pateiktų pakankamą įsipareigojimų įvykdymo garantiją (įskaitant, bet neapsiribojant, mokėjimą), ir/arba
- (c) įdiegti specialią Paslaugų teikėjo konfidencialios informacijos kontrolę.

18. KITOS SĄLYGOS

18.1. Šalys susitaria, kad Paslaugų teikimo metu Šalys bendrauja anglų kalba, o galutinius su Paslaugų teikimu susijusius dokumentus ir visą

provided by the Service Provider to the Client in English.

19. ANNEXES

19.1. Each annex hereto shall be deemed to be an integral part hereof. Each Party shall receive one copy of each annex to the Contract.

19.2. The following annexes:

19.2.1. Annex 1 "Contact Addresses for Sending of Notices and the Persons Responsible for Performance of the Contract";

19.2.2. Annex 2 Technical specification with Annexes;

19.2.3. Annex 3 Quantities and rates of Services / Goods;

19.2.4. Annex 4 Procedure for recalculation of prices;

19.2.5. Annex 5 List of subcontractors and part of contractual obligations transferred to subcontractors.

Service provider

GE Digital UK Limited

Registered address:

3rd Floor 1 Ashley Road,

Altrincham, Cheshire, WA14 2DT

United Kingdom,

Business Address:

Lauder House, Almondvale Business Park,

Livingston EH54 6BX United Kingdom

C

Client

AB „Energijos skirstymo operatorius“

Aguonų str. 24, Vilnius

Company code: 304151376

medžiagą Paslaugų teikėjas Klientui pateiks anglų kalba.

19. PRIEDAI

19.1. Kiekvienas šios Sutarties priedas yra laikomas neatskiriama jos dalimi. Kiekviena Šalis gauna vieną kiekvieno Sutarties priedo kopiją.

19.2. Sutarties priedai:

19.2.1. 1 priedas „Kontaktiniai adresai pranešimų siuntimui ir už sutarties vykdymą atsakingi asmenys“;

19.2.2. 2 priedas – Techninė specifikacija su priedais,

19.2.3. 3 priedas – Paslaugų / Prekių kiekiai ir į kainiai;

19.2.4. 4 priedas - Įkainių perskaicavimo tvarka;

19.2.5. 5 priedas – Subtiekėjų sąrašas bei Subtiekėjams perduodamų sutartinių įsipareigojimų dalis.

Paslaugų teikėjas

GE Digital UK Limited

Registruotas adresas:

3rd Floor 1 Ashley Road,

Altrincham, Cheshire, WA14 2DT,

Jungtinė karalystė,

Verslo adresas:

Lauder House, Almondvale Business Park,

Livingston EH54 6BX United Kingdom

Klientas

AB „Energijos skirstymo operatorius“

Aguonų g. 24, Vilnius

Įmonės kodas: 304151376

Quantities and rates of Services / Goods			Annex No. 3;		3 priedas	
Object of the Procurement	Preliminary quantity for the duration of the Contract ¹	Price rate per 1 unit, EUR excluding VAT	Paslaugų / Prekių kiekiai ir įkainiai		1 mato vieneto įkainis, EUR be PVM	
			Pirkimo objektas	Preliminarus kiekis Sutarties galiojimo laikotarpiu ²		
Power On Advantage Software maintenance services	3 kompl.*	203.150,00	Programinės įrangos Power On Advantage priežiūros paslaugos	3 kompl.*	203.150,00	
Power On Advantage Software Version Updating Service	2 vnt.	50.000,00	Programinės įrangos Power On Advantage versijos atnaujinimo paslaugos	2 vnt.	50.000,00	
Power On Advantage Software maintenance services require third-party license support	3 kompl.*	32.667,00	Programinės įrangos Power On Advantage priežiūros paslaugoms reikalingos Trečiųjų šalių licencijų palaikymas	3 kompl.*	32.667,00	
PowerOn Advantage Mobile distribution management system licences	100 vnt.	3.500,00	PowerOn Advantage Mobile dispečerinio valdymo sistemos licencijos	100 vnt.	3.500,00	
Power On Advantage Mobile License Support Service	330 vnt	710,00	Power On Advantage Mobile licencijų palaikymo paslauga	330 vnt	710,00	

¹ Preliminary quantity indicated Quantity of the procurement object. The Buyer does not undertake to Tenderer the entire specified quantity.

² Nurodytas preliminarus kiekis Pirkimo objekto kiekis. Pirkėjas neįsipareigoja nupirkti viso nurodyto kiekio.

Annex 5	5 priedas
List of subcontractors and part of contractual obligations transferred to subcontractors.	Subtiekėjų sąrašas bei Subtiekėjams perduodamų sutartinių įsipareigojimų dalis
Yambay Technologies Pty Ltd. (1st Floor, 2 Bagot Road, Subiaco WA 6008, Australia)- Mobile ADMS licenses and related services	Yambay Technologies Pty Ltd. (1st Floor, 2 Bagot Road, Subiaco WA 6008, Australija)- mobiliojo ADMS licencijos ir susijusios paslaugos

TECHNICAL SPECIFICATION

1. TERMS AND ABBREVIATIONS

- 1.1. **Client** shall mean AB Energijos skirstymo operatorius.
- 1.2. **Service provider** shall mean economic entity – natural person, private legal entity, public legal entity, other organizations and their units or a group of such persons with whom the Client enters into a Contract.
- 1.3. **Contract** shall mean a contract signed between the Client and the Service Provider regarding the Procurement Object.
- 1.4. **Services** shall mean the maintenance of PowerOn Advantage (DMS) dispatcher control system, its version updating, support of related third-party licences, PowerOn Advantage Mobile licences and their support services.
- 1.5. **Goods** shall mean licences for PowerOn Advantage Mobile dispatcher control information system.
- 1.6. **Systems** shall mean PowerOn Advantage (DMS) dispatcher control system and PowerOn Advantage Mobile version intended for mobile devices of the dispatcher control system.
- 1.7. **Software** shall mean PowerOn Advantage and PowerOn Advantage Mobile.
- 1.8. **Maintenance Services** shall mean the services that include support and consulting services.
- 1.9. **Support Services** shall mean the actions by means of which the functionality, integrity, and availability of the system is maintained according to the technical specifications and changes.
- 1.10. **Consulting Services** shall mean consulting of the Client's representatives on all issues related to the use, development and operation of the System.
- 1.11. **Updating Services** shall mean services for the version updating (upgrading) to the latest existing version.
- 1.12. **Order** - shall mean a written document specifying the quantity of the Services / Goods, addresses and time limits of the provision of the Services that is submitted to the Service Provider / Goods delivered on the basis of the Contract which is provided via a text message, e-mail and/or information system specified by the Client.
- 1.13. **Warranty Maintenance / Warranty Support** shall mean the services for system warranty servicing that are subject to the same requirements as the Maintenance Services.
- 1.14. **SCADA** shall mean the Supervisory Control And Data Acquisition (part of DMS system).
- 1.15. **FEP** (front end processor) shall mean the communication server of DMS SCADA.
- 1.16. **OMS** (outage management system) shall mean the outage management system.
- 1.17. **ICCP** (Inter-Control Center Communications Protocol) shall mean the protocol for the exchange of data between control centres.
- 1.18. **SRR** (Switching Request Registry) shall mean the switching request registration system (separate subsystem of DMS system).

2. OBJECT OF PROCUREMENT

- 2.1. **Lot I of the Object of Procurement** – Software maintenance, support, version updating, and expansion services.
- 2.1.1. PowerOn Advantage software maintenance services, version Updating Services, and related third-party licences Support Services.
- 2.1.2. PowerOn Advantage Mobile licences expansion (additional licences) with support (for a period of 12+12+12 months).

3. SCOPES OF THE OBJECT OF PROCUREMENT

- 3.1. **Lot I of the Object of Procurement** – Software Maintenance, Support, Version Updating, and Expansion Services.
- 3.1.1. The quantities of Services are listed in Table No 1 provided below:

Table No. 1

Item No.	The name of the service	Unit of measurement	Preliminary quantity during the validity period of the Contract*
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1.	PowerOn Advantage Mobile distribution management system licences	pcs.	100
2.	PowerOn Advantage Mobile licences Support Service	pcs.	110
3.	Version Updating Service**	pcs.	2

* The preliminary quantity of the Services is indicated. During the validity period of the Contract, the Client has the right to adjust the quantity of the Services to be purchased, without exceeding the maximum Contract price. The Client does not undertake to purchase the whole quantity of the Services or any part thereof.

**Version updating services can be ordered only during year 2021.

3.1.2. The support of third-party licences, the quantities whereof are specified in Table No 2, is to be purchased

Table no. 2

Title	Description	Quantity, unit
Secure framework for ICCP Protocol - SISCO MMS	SISCO MMS Secure MMS-SECURE-142-064-EXE-11269 – Main server	2
	SISCO MMS-SECURE-142-064-EXE-HB-1126 Hot-standby server	
Red Hat support subscription	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes) - RH00004	19
Oracle	Oracle Database Standard Edition 2 (CSI (Customer Support Identifier -21154073)	6
Yambay Mobile	Mobile PoA solution	

4. PLACE OF PROVISION OF SERVICES

4.1. Services are provided by: Motorų st. 2, Vilnius, Lithuania.

5. REQUIREMENTS FOR THE OBJECT OF PROCUREMENT

5.1. Description of existing situation

5.1.1. **Lot I of the Object of Procurement** - Software maintenance, support, version updating, and expansion services.

5.1.2. Currently, the Client uses PowerOn Advantage Mobile system in the activities of operational teams. Now, taking into account the company's strategic goals, the Client wishes to expand the available 10 licences (pilot ones), to 110 mobile devices.

5.1.3. The System Maintenance and Support Services are described in Annex No 1 "Distribution management system maintenance and support services description".

5.2. Description of the Object of Procurement for Lot I of the Object of Procurement: Software maintenance, support, version updating, and expansion services.

5.2.1. To be purchased: the Maintenance and Support Services for the Client's PowerOn Advantage Software to be provided in accordance with the software manufacturer's standard support terms (Annex No 1 "Distribution management system maintenance and support services description").

5.2.2. The Supplier must provide PowerOn Advantage Mobile software licences, while ensuring that they are of unlimited validity.

5.2.3. The Goods to be purchased shall meet all the requirements established for such Goods in legal acts.

5.2.4. Version Updating Service shall include GE core ADMS software version update only. Version updating of the 3rd party software components (from Red Hat, Oracle, Yambay) shall be Client's responsibility.

5.2.5. Version Updating Service shall be ordered in the year 2021. Version Updating Service shall be completed by December 31, 2021.

5.3. Requirements for the provision of the Support Services

5.3.1. The System shall operate in a reliable manner, meet IT security requirements and be restored in case of a disturbance within the time limits specified in point 5.3.4 of the Technical Specification (Response and

Defects Resolution Time). All the actions of the Service Provider related to the Support Service shall be carried out only upon coordinating with the Client.

5.3.2. The System Support Service shall be provided on working days from 07:30 to 16:30. By a written agreement of the Parties, the System Support Services may also be provided during non-working hours of the Client and the Service Provider, without applying any additional conditions of payment for the respective Service.

5.3.3. In the case of critical defects of the system, the Support Service shall be provided 24 hours a day, 7 days a week (Emergency 24/7).

5.3.4. The Reaction and Defects Resolution Time specified in Table No 4:

Table No. 4

No	Defect	Response time (during System Support hours)	Resolution time (during System Support hours)	Examples of defects
1.	Critical	Not more than 30 (thirty) minutes from the moment of the Client's notice.	Not more than 4 (four) working hours from the moment of the submission of the Client's notice of the System defect.	The System fails to operate or operates unstably The computer workplaces (the System) fail to operate or they hang, or all PowerOn Fusion servers fail to operate or hang. SCADA fails to operate. The System cannot be used (or use becomes particularly difficult) due to major speed disturbances. The System is constantly unstable. The System can be used but the System would cease to operate without continuous intervention. One of the FEPs fails to operate. More than 20% of the dispatcher clients fail to operate or hang. OMS, ICCP fail to operate or operate incorrectly.
2.	High	Not more than 2 (two) working hours from the moment of the submission of the Client's notice.	Not later than the next working day from the moment of the submission of the Client's notice of the System defect.	Serious local or repeating problem. For example, a "hanging" client or disturbance in the operation of the System ("hanging") which can be resolved by restarting the System. Serious software error for which circumvention can be created but data or functionality are lost. SRR of the System's mobile version fail to operate or operate incorrectly.
3.	Average	Not more than 1 (one) working day from the moment of the submission of the Client's notice.	Not more than 5 (five) working days from the moment of the submission of the Client's notice of the System defect.	Part of a function is unavailable (cannot be used); for example, errors due to configuration and/or software.

4.	Low	Not more than 5 (five) working days from the moment of the submission of the Client's notice.	Not more than 10 (ten) working days from the receipt of the Client's notice of the System defect.	Other errors.
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5.3.5. In separate cases, when large-scope source code change work is required or for 'Average' and 'Low' defects or for defects with workaround provided by the Service Supplier, the Service Provider and the Client can agree in writing on other time limits for the resolution of the System defect. The time limits should be based on mutually agreed level of severity for the Client and shall be justified and logical. If the Client disagrees with a time limit for the resolution of a specific System defect proposed by the Service Provider, the time limit specified in point 5.3.4 shall apply.

5.4. Requirements for the provision of the Consulting Services

5.4.1. The amount of consultancy hours of the Service Provider is limited to 40 hours per year.

5.4.2. Consulting shall be performed via the incident management system provided by the Client, phone or e-mail, i.e. via the same means as the query from the Client's authorised representative was received.

5.4.3. The levels of the consulting of the Service Provider and their response times are specified in Table No 5:

Table No. 5

No	Consulting level	Response time
1.	Response.	Not more than 4 (four) working hours from the submission of the respective Client's query.
2.	Consulting Services related to the standard/basic functionality of the System.	Not more than within 2 (two) working days from the submission of the respective Client's query.
3.	Consulting Services related to the clarification of complicated, non-standard situations, data analysis, non-standard System functionality or possibilities.	Not more than within 5 (five) working days from the submission of the respective Client's query.

5.4.4. The time limit for the provision of the Consulting Services does not include the time of waiting from the Client any additional or updated information without which the provision of a proper reply to the Client's query is not reasonably possible.

5.5. Penalties sanctions for failure to observe the time limits

5.5.1. For the delay in the delivery of the Goods and/or provision of the Services within the time limits established in point 5.3.4 and/or point 6.3.3, the Service Provider, if the client requires so, shall pay a default interest of 0.05% of the price of the delayed Goods or Services (exclusive of VAT) for each day of delay and to compensate the resulting losses incurred by the Client to the extent that they are not covered by the penalties.

5.5.2. Penalties shall accrue from the business day following the specified time limit or from the business hour following the time limit if the time limit is specified in business hours.

5.5.3. The Party must compensate the direct losses incurred by the affected Party that arose due to the improper performance of the contractual obligations and/or carelessness, negligence or unlawful actions/failure to act of the defaulting Party or its related persons (sub-suppliers, economic operators, third parties, employees, etc.). In case of wilful acts of gross negligence, losses shall be compensated to the fullest extent.

5.5.4. The Party demanding compensation of losses must provide the other Party with a written demand with evidence substantiating the amount of losses, circumstances of its occurrence, and improper conduct of the

other Party. The Client shall be held guilty only when the Client fails to perform the obligations explicitly established for him in the Contract with time limits.

5.5.5. When compensation of the losses incurred is demanded, the penalty charges shall be included in the compensation of the losses. The penalty charges shall apply on the basis of the amounts exclusive of VAT. The payment of penalties and/or compensation of losses shall not release the defaulting Party from the proper performance of contractual obligations. Penalties and losses shall be compensated within 30 (thirty) calendar days from the presentation of the written demand. In case of disagreement regarding the amount of losses, the Parties shall resolve the dispute by means of negotiations. In case of failure to reach agreement, the dispute shall be resolved in a court of the Republic of Lithuania in accordance with the law of the Republic of Lithuania.

5.5.6. The Service Provider must familiarise himself with the anti-corruption policy approved by a decision of the Board of Ignitis grupė, UAB, and to adhere to them in relations with the Client and third parties to be engaged for the execution of the Contract. The policy and/or its amendments thereto are available at <http://www.ignitisgrupe.lt>. The Service Provider must ensure that the Service Provider as well as the employees and other representatives of the third parties engaged for the performance of the Contract comply with the requirements and regulations of this paragraph.

5.6. Information security requirements for the provision of the Services:

5.6.1. Information security requirements are provided in Table No 6.

Table No. 6.

<p>1. Paslaugų teikėjo informacijos saugumas turi būti valdomas vadovaujantis ISO 27001 (arba lygiavertčio) ir ISO 27017 (arba lygiavertčio) arba ISO 27018 (arba lygiavertčio) informacijos saugumo valdymo standartais.</p> <p>2. Paslaugų teikėjas turi turėti patvirtintą informacijos saugumo politiką ar lygiavertį dokumentą.</p> <p>3. Programinės įrangos atnaujinimas arba konfigūracijos pokyčiai neturi sumažinti Sistemos saugumo lygio.</p> <p>4. Paslaugų teikėjo pateikta Programinė įranga neturi turėti viešai žinomų saugumo spragų.</p> <p>5. Garantinės priežiūros laikotarpiu nustčius kibernetinio saugumo spragas Paslaugų teikėjas privalės neatlygtinai Klientui pateikti Programinės įrangos atnaujinimus.</p> <p>6. Prieigą prie Kliento informacijos, IT (Information technology) ir OT (Operational technology) sistemų suteikiama naudojant Ignitis grupės elektronines identifikavimo ir autentifikavimo priemones. Paslaugų teikėjas įsipareigoja užtikrinti, kad suteikti prisijungimo duomenys nebus perduoti neautorizuotiems asmenims.</p> <p>7. Prieiga prie Sistemos Paslaugų teikėjui suteikiama vadovaujantis Ignitis Grupės prieigos teisių valdymo procesu.</p> <p>8. Paslaugų teikėjo darbo vietos iš kurių jungiamasi prie Sistemos turi būti apsaugotos nuo kenkėjiškos programinės įrangos antivirusinės programos pagalba.</p> <p>9. Paslaugų teikėjas yra atsakingas už savo darbuotojų ir pasitelktų trečiųjų asmenų (subrangovų) veiksmus su Kliento pateikta informacija, informacinėmis arba techninėmis procesų valdymo sistemomis.</p> <p>10. Paslaugų teikėjas yra atsakingas, kad tik autorizuoti (esantys patvirtintame sąraše) darbuotojai arba subrangovai gaus prieigą prie Sistemos.</p>	<p>1. The Contractor's information security must be managed in accordance with ISO 27001 (or equivalent) and ISO 27017 (or equivalent) or 27018 (or equivalent) information security management standard.</p> <p>2. The Contractor must have an approved information security policy.</p> <p>3. System, system components or configuration updates shall not decrease compromise security functionality.</p> <p>4. System updates shall not have any known information security gaps (vulnerabilities).</p> <p>5. During the contract period, the Contractor will be required to provide software updates for the cyber-security vulnerabilities to the Customer free of charge.</p> <p>6. The Customer provides access to his information, information systems or technology process management systems using their electronic identification and authorization tools. The Contractor should ensure that the access data provided will not be transferred to unauthorized persons.</p> <p>7. Access to Customer Information and System shall be provided to the Contractor in accordance with the Ignitis Group Access Rights Management Process.</p> <p>8. Contractor workstations using to access to the System via VPN should be protected from malware by anti-virus software.</p> <p>9. The Contractor is responsible for and shall cover information security issues regarding own personnel and third parties.</p> <p>10. Any Customer data may not be transferred to any third party without the permission / authorization of the Customer.</p> <p>11. Customer data may not be transferred to another Third Party without the Customer's written permission.</p> <p>12. The Contractor should store the Purchaser's data only in places where the EU legal jurisdiction is valid.</p>
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11. Kliento duomenys negali būti perduoti kitai trečiai šaliai be Kliento raštiško leidimo.	13. The Contractor shall immediately inform the Purchaser about possible breaches of information security.
12. Paslaugų teikėjas įsipareigoja Kliento duomenis saugoti tik tose vietose, kur galioja ES jurisdikcija.	14. The Contractor is responsible for and shall cover information security issues regarding own personnel and third parties.
13. Paslaugų teikėjas įsipareigoja nedelsiant informuoti Klientą apie galimus informacijos saugos pažeidimus.	15. The Contractor must have acceptable terms of e-mail, Internet, computer and other information resources usage applicable to the Contractor's staff.
14. Paslaugų teikėjas yra atsakingas už saugos incidentus, kurie atsirado dėl jo darbuotojų ir pasitelktų trečiųjų šalių veiksmų.	16. The Service Provider must have an approved security incident management procedure, which includes Customer services.
15. Paslaugų teikėjas turi turėti parengtas elektroninio pašto, interneto, kompiuterio ir kitų informacinių išteklių naudojimo instrukcijas.	17. Service Provider guarantees data protection under Lithuania and / or EU law.
16. Paslaugų teikėjas turi turėti patvirtintą saugumo incidentų valdymo tvarką, apimančią ir teikiamas Paslaugas.	18. The Customer has the right to verify by audit that the Contractor complies with these requirements.
17. Paslaugų teikėjas garantuoja, kad atitinka duomenų apsaugos teisinius reikalavimus, taikomus Lietuvos Respublikoje ir Europos Sąjungoje.	19. These requirements should apply to all subcontracting entities of the Contractor, with the condition that subcontracting entities have the Customer's written consent to access Customer's data and / or environment.
18. Klientas turi teisę audito būdu įsitikinti, kad Paslaugų teikėjas laikosi šių reikalavimų.	
19. Šie reikalavimai ne mažesne apimtimi taikomi visoms Paslaugų teikėjo subteikimo organizacijoms.	

5.7. Distribution of responsibilities

5.7.1. Distribution of responsibilities is provided in Table No 7.

Table No.7.

Item	Task	Customer	Supplier
1.	Incident and Problem Management		
1.1.	Report problem with Customer system and assist with problem identification and/or recreation	✓	
1.2.	Provide or recommend corrections, temporary patches, workarounds, or other fixes to system problems		✓
1.3.	Install and test corrections, temporary patches, workarounds, or other fixes to system problems on development environment		✓
1.4.	Install and test corrections, temporary patches, workarounds, or other fixes to system problems on production environment	✓	
1.5.	Provide VPN access to customer system(s) at Customer site for remote access.	✓	
1.6.	For each major Software release, provide a list of all issues resolved.		✓
1.7.	Sharing known issues that could have an impact on business operations for customer or other clients (CSB).		✓
2.	Routine Software Support		
2.1.	Build and maintain database, displays, and reports	✓	
2.2.	Perform system back-ups	✓	
2.3.	Restore or reinstall software from back-ups	✓	
2.4.	Monitor and maintain system logs	✓	
2.5.	Maintain user accounts	✓	
2.6.	Operating system maintenance	✓	
2.7.	Proactive operating system performance monitoring	✓	
3.	Routine Oracle Database Support (where applicable)		
3.1.	DBMS maintenance and upgrades		✓
3.2.	Space management	✓	

3.3.	Database alert management	✓	
3.4.	Database incident management	✓	
3.5.	Database performance tuning		✓
3.6.	Proactive database performance monitoring	✓	
3.7.	DBMS start-up parameters, *.ora files		✓
4.	Software Application Support (Supplier Software)		
4.1.	Application incident management	✓	
4.2.	User Incident Management & initial investigation	✓	
4.3.	User Co-ordination	✓	
4.4.	Application code maintenance		✓
4.5.	Database schema design		✓
4.6.	Personalisation Files (e.g. hosts)	✓	
4.7.	Personalisation of database (Counters/Host_details)	✓	
4.8.	Deliver software updates (application & scripts)		✓
4.9.	Remote installation of test upgrades		✓
4.10.	Test of software changes		✓
4.11.	Approval of software changes	✓	
4.12.	Installation of Live software upgrades (in case Upgrade services not purchased)		✓
4.13.	Specification of application monitoring	✓	
4.14.	Implementation of application monitoring rules	✓	
4.15.	Monitoring and reporting on application alerts	✓	
4.16.	Backup, archive & restore application data	✓	
4.17.	User permissions & menu definitions	✓	
4.18.	Configuration definition & maintenance	✓	
4.19.	Correction of data following User error	✓	
4.20.	Data correction following Software error		✓
4.21.	Data integrity between servers		✓

6. PROCEDURES AND TERMS OF SERVICES PERFORMANCE

6.1. For Lot I of the Object of Procurement:

6.1.1. The Goods shall be supplied and/or the Services shall be provided only in accordance with the Client's separate Orders.

6.1.2. The Service Provider shall provide the Services at the addresses indicated in Section 4 of the Technical Specification (or at another specific addresses indicated in the Order) during the Client's working hours (I to IV – 7:30 to 16:30; V – 7:30 to 15:15), except for critical cases. In critical cases, the Services shall be provided 24/7.

6.1.3. The Service Provider undertakes to deliver the Goods not later than within 10 (ten) working days from the placement and confirmation of the Order.

6.1.4. The support of the software for the newly acquired Goods shall be considered to commence the next working days following the day of the transfer of the licences.

6.1.5. The Goods shall be sold with the signing of a Certificate of Acceptance and Transfer to be coordinated within 5 (five) working days. Together with the Certificate of Acceptance and Transfer, a document proving the acquisition of the Licences shall be submitted.

6.1.6. To ensure the IT functions, the Client has engaged Ignitis grupės paslaugų centras, UAB; therefore, cooperation shall be maintained with this company in respect of the provision of the Services in some or all cases.

7. QUALITY AND ELIMINATION OF DEFICIENCIES

7.1. The requirements for the quality and elimination of shortcomings of Lot I of the Object of Procurement are described in the manufacturer's standard support terms and conditions (Anne No 1).

8. CONDITIONS OF PAYMENT

8.1. For Lot I of the Object of Procurement:

8.1.1. For the Services (excluding Services described in 8.1.3) invoicing is to be done quarterly in advance.

8.1.2. The Client shall pay the Service Provider for the actually delivered Goods . within 30 (thirty) days after receiving the invoice.

8.1.3. For the Power on advantage version updating services the invoicing is to be done after updating services are provided and Client will pay within 30 (thirty) days after receiving the invoice.

9. ANNEX

9.1. Annex No. 1 – The Software Manufacturer's Standard Maintenance and Support Terms

TECHNINĖ SPECIFIKACIJA

1. SĄVOKOS IR SUTRUMPINIMAI

- 1.1. **Klientas** – AB „Energijos skirstymo operatorius“.
- 1.2. **Paslaugų teikėjas** – ūkio subjektas – fizinis asmuo, privatusis juridinis asmuo, viešasis juridinis asmuo, kitos organizacijos ir jų padaliniai ar tokių asmenų grupė, su kuriuo Klientas sudaro Sutartį.
- 1.3. **Sutartis** – Sutartis, sudaroma tarp Kliento ir Paslaugų teikėjo dėl Pirkimo objekto.
- 1.4. **Paslaugos** – dispečerinio valdymo sistemos Power On Advantage (DMS) priežiūra, versijos atnaujinimas, susijusių trečiųjų šalių licencijų palaikymas, PowerOn Advantage Mobile licencijos ir jų palaikymo paslaugos.
- 1.5. **Prekės** – dispečerinio valdymo informacinės sistemos PowerOn Advantage Mobile licencijos.
- 1.6. **Sistemos** – Dispečerinio valdymo sistema Power On Advantage (DMS) ir dispečerinio valdymo sistemos mobiliems įrenginiams skirta versija Power On Advantage Mobile.
- 1.7. **Programinė įranga** – Power On Advantage, Power On Advantage Mobile.
- 1.8. **Priežiūros paslaugos** – tai paslaugos, kurios apima palaikymo ir konsultavimo paslaugas.
- 1.9. **Palaikymo paslaugos** – veiksmai, kurių pagalba pagal technines sąlygas ir pakeitimus išlaikomas sistemos funkcionalumas, vientisumas ir prieinamumas.
- 1.10. **Konsultavimo paslaugos** – Kliento atstovų konsultavimas visais su Sistemos panaudojimu, vystymu ir jos veikimu susijusiais klausimais.
- 1.11. **Atnaujinimo paslaugos** – versijos atnaujinimo (pakėlimo) paslaugos iki naujausios esamos versijos.
- 1.12. **Užsakymas** - tai rašytinis dokumentas, kuriame nurodomas Paslaugų teikėjui pateikiamas Paslaugų / Prekių kiekis, adresai ir Paslaugų teikimo terminai / Sutarties pagrindu pristatytos prekės ir kuris teikiamas tekstiniu pranešimu, el. paštu ir (arba) per Kliento nurodytą informacinę sistemą.
- 1.13. **Garantinė priežiūra / Garantinis palaikymas** – sistemos garantinio aptarnavimo paslaugos, kurioms taikomi tokie patys reikalavimai kaip Priežiūros paslaugoms.
- 1.14. **SCADA** - Duomenų surinkimo ir dispečerinio valdymo sistema (dalis DMS sistemos).
- 1.15. **FEP** (front end processor) – DMS SCADA komunikacinis serveris.
- 1.16. **OMS** (outage management system) – atsiliejimų valdymo sistema.
- 1.17. **ICCP** (Inter-Control Center Communications Protocol) - duomenų apsikeitimo protokolas tarp dispečerinių centrų.
- 1.18. **SRR** (Switching Request Registry) - atjungimų paraiškų registravimo sistema (DMS sistemos atskira posistemė).

2. PIRKIMO OBJEKTAS

- 2.1. **I pirkimo objekto dalis** – Programinės įrangos priežiūros, palaikymo, versijų atnaujinimo, praplėtimo paslaugos.
 - 2.1.1. Programinės įrangos Power On Advantage priežiūros paslaugos, versijos Atnaujinimo paslaugos, susijusių trečiųjų šalių licencijų Palaikymo paslaugos.
 - 2.1.2. PowerOn Advantage Mobile licencijų praplėtimas (papildomos licencijos) su palaikymu (12+12+12 mėnesių laikotarpiu).

3. PIRKIMO OBJEKTO APIMTYS

- 3.1. **I pirkimo objekto dalis** - Programinės įrangos Priežiūros, Palaikymo, versijų Atnaujinimo, praplėtimo paslaugos.

- 3.1.1. Paslaugų kiekiai pateikiami žemiau esančioje Lentelėje Nr. 1:

Lentelė Nr. 1

Eil. Nr.	Paslaugų pavadinimas	Mato vnt.	Preliminarus kiekis Sutarties galiojimo laikotarpiu *
1.	PowerOn Advantage Mobile dispečerinio valdymo sistemos licencijos	vnt.	100

2.	Power On Advantage Mobile licencijų Palaikymo paslauga	vnt.	110
3.	Versijos Atnaujinimo paslaugos	vnt.	2

* Nurodytas preliminarus Paslaugų kiekis. Sutarties galiojimo laikotarpiu Klientas turi teisę koreguoti perkamų Paslaugų kiekį, neviršijant sutartyje nurodytos maksimalios Sutarties kainos. Klientas neįsipareigoja išpirkti viso Paslaugų kiekio ar bet kokios jų dalies.

3.1.2. Perkamas trečiųjų šalių licencijų palaikymas, kurių kiekiai nurodyti lentelėje Nr.2

Lentelė Nr. 2

Pavadinimas	Aprašymas	Kiekis, vnt.
Secure framework framework for ICCP Protocol - SISCO MMS	SISCO MMS Secure MMS-SECURE-142-064-EXE-11269 – Main server	2
	SISCO MMS-SECURE-142-064-EXE-HB-1126 Hot-standby server	
Red Hat support subscription	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes) - RH00004	19
Oracle	Oracle Database Standard Edition 2 (CSI (Customer Support Identifier -21154073)	6
Yambay Mobile	Mobile PoA solution	

4. PASLAUGŲ TEIKIMO VIETA

4.1. Paslaugos teikiamos: Motorų g. 2, Vilnius, Lietuva.

5. REIKALAVIMAI PIRKIMO OBJEKTUI

5.1. Esamos situacijos aprašymas

5.1.1. I pirkimo objekto dalis - Programinės įrangos Priežiūros, Palaikymo, versijų Atnaujinimo, praplėtimo paslaugos.

5.1.2. Klientas šiuo metu naudoja PowerOn Advantage Mobile sistemą operatyvinių brigadų veikloje. Šiuo metu turimas 10 licencijų (pilotinių) Klientas, atsižvelgdamas į strateginius įmonės tikslus, nori išplėsti iki 110 mobiliųjų įrenginių.

5.1.3. Sistemos Priežiūros ir Palaikymo paslaugos aprašytos Priede Nr. 1 „Distribution management system maintenance and support services description“.

5.2. Pirkimo objekto aprašymas I pirkimo objekto daliai - Programinės įrangos priežiūros, palaikymo, versijų atnaujinimo, praplėtimo paslaugos.

5.2.1. Perkamos Kliento turimos Programinės įrangos Power On Advantage Priežiūros ir Palaikymo paslaugos, teikiamos pagal standartinės programinės įrangos gamintojo palaikymo sąlygas (Priedas Nr. 1 Distribution management system maintenance and support services description).

5.2.2. Tiekėjas privalo pateikti PowerOn Advantage Mobile programinės įrangos licencijas, užtikrindamas, jog jos yra neriboto galiojimo.

5.2.3. Perkamos Prekės turi atitikti visus teisės aktuose tokioms Prekėms keliamus reikalavimus.

5.2.4. Versijų atnaujinimo paslaugos apima tik „GE“ pagrindinės ADMS programinės įrangos versijos atnaujinimą. Trečiųjų šalių programinės įrangos komponentų (iš „Red Hat“, „Oracle“, „Yambay“) versijų atnaujinimas yra Kliento atsakomybė.

5.2.5. Versijų atnaujinimo paslaugos turi būti užsakytos 2021 m. Versijų atnaujinimo paslaugos turi būti suteiktos iki 2021 m. gruodžio 31 d.

5.3. Reikalavimai Palaikymo paslaugų teikimui

5.3.1. Sistema turi veikti patikimai, atitikti IT saugumo reikalavimus ir būti atstatoma įvykus sutrikimui per Techninės specifikacijos 5.3.4 p. (Reakcijos ir defektų sprendimo terminai) nurodytus terminus. Visi Paslaugų teikėjo veiksmai, susiję su Palaikymo paslauga, turi būti vykdomi tik suderinus su Klientu.

5.3.2. Sistemos Palaikymo paslauga turi būti teikiama darbo dienomis nuo 07.30 val. iki 16.30 val. Šalių rašytiniu susitarimu, Sistemos Palaikymo paslaugos gali būti teikiamos ir Kliento bei Paslaugų teikėjo nedarbo metu, netaikant jokių papildomų apmokėjimo už atitinkamą Paslaugą sąlygų.

5.3.3. Kritinių sistemos defektų atveju, Palaikymo paslauga turi būti teikiama 24 valandas per parą, 7 dienas per savaitę (Emergency 24/7).

5.3.4. Reakcijos ir defektų sprendimo terminai, nurodyti lentelėje Nr.4:

Lentelė Nr. 4

Nr.	Defektas	Reakcijos trukmė (Sistemos palaikymo valandomis)	Sprendimo trukmė (Sistemos palaikymo valandomis)	Defektų pavyzdžiai
1.	Kritinis	Ne ilgiau kaip 30 (trisdešimt) minučių nuo Kliento pranešimo momento.	Ne ilgiau kaip per 4 (keturias) darbo valandas nuo Kliento pranešimo apie Sistemos defektą pateikimo momento.	Sistema neveikia arba veikia nestabiliai; Neveikia kompiuterinės darbo vietos (Sistema) arba užstrigusios, arba visi PowerOnFusion serveriai neveikia, užstrigę. Neveikia SCADA. Sistema negalima naudotis (arba naudojimas tampa itin sudėtingas) dėl didelių greita veikos sutrikimų. Sistema yra nuolatos nestabili. Sistema naudotis galima, tačiau be nuolatinio įsikišimo ir priežiūros Sistema nustotų veikti. Vienas FEP neveikia. Daugiau nei 20 % dispečerių klientų neveikia arba stringa. Neveikia arba veikia nekorektiškai OMS, ICCP.
2.	Aukštas	Ne ilgiau kaip 2 (dvi) darbo valandos nuo Kliento pranešimo pateikimo momento.	Ne vėliau kaip kitą darbo dieną nuo Kliento pranešimo apie Sistemos defektą pateikimo momento.	Rimta vienietinė arba besikartojanti problema. Pavyzdžiui „pakibęs“ klientas arba Sistemos darbo sutrikimas („nūlužimas“), kuris gali būti išsprendžiamas perkrovus Sistemą. Rimta programinės įrangos klaida, kuriai gali būti sukurtas apėjimas, tačiau prarandami duomenys arba funkcionalumas. Neveikia arba nekorektiškai veikia SRR arba Sistemos mobili versija.
3.	Vidutinis	Ne ilgiau kaip 1 (viena) darbo diena nuo Kliento pranešimo pateikimo momento.	Ne ilgiau kaip per 5 (penkias) darbo dienas nuo Kliento pranešimo apie Sistemos defektą pateikimo momento.	Dalis funkcijos nepasiekiamas (negalima naudoti), pavyzdžiui klaidos dėl konfigūravimo ir/arba programinės įrangos.
4.	Žemas	Ne ilgiau kaip 5 (penkias) darbo dienas nuo Kliento pranešimo pateikimo momento.	Ne ilgiau kaip 10 (dešimt) darbo dienų nuo pranešimo apie Sistemos defektą iš Kliento gavimo.	Kitos klaidos.

5.3.5. Atskirais atvejais, kai reikalingi didelės apimties programinio kodo pakeitimo darbai arba „vidutinių“ ir „žemų“ defektų atveju arba dėl defektų, kurių paslauga teikiama Paslaugos tiekėjo, paslaugų teikėjas ir klientas gali raštu susitarti dėl kitų terminų, sistemos defektų sprendimui. Terminai turėtų būti suderinti iš abiejų pusių, atsižvelgiant į Klientui kylančio nepatogumo lygį ir būti pagrįsti bei logiški. Jei Klientas nesutinka su Paslaugos tiekėjo pasiūlytu terminu konkrečiam Sistemos trūkumui pašalinti, taikomas 5.3.4 punkte nurodytas terminas.

5.4. Reikalavimai Konsultavimo paslaugų teikimui

5.4.1. Paslaugų teikėjo konsultavimo valandų skaičius ribojamas iki 40 valandų per metus.

5.4.2. Konsultavimas turi būti atliekamas Kliento teikiama incidentų valdymo sistema, telefonu ar el. paštu, t. y. tokiomis pačiomis priemonėmis, kokiomis gautas paklausimas iš Kliento įgalioto atstovo;

5.4.3. Paslaugų teikėjo konsultavimo lygiai ir jų reakcijos trukmės nurodyti lentelėje Nr.5:

Lentelė Nr. 5

Nr.	Konsultavimo lygis	Reakcijos trukmė
1.	Reakcija.	Ne ilgiau kaip 4 (keturios) darbo valandos nuo atitinkamo Kliento paklausimo pateikimo.
2.	Konsultavimo paslaugos, susijusios su standartiniu / baziniu Sistemos funkcionalumu.	Ne vėliau kaip per 2 (dvi) darbo dienas nuo atitinkamo Kliento paklausimo pateikimo.
3.	Konsultavimo paslaugos, susijusios su sudėtingų, nestandartinių situacijų išsiaiškinimu, duomenų analize, nestandartiniu Sistemų funkcionalumu ar galimybėmis.	Ne vėliau kaip per 5 (penkias) darbo dienas nuo atitinkamo Kliento paklausimo pateikimo.

5.4.4. Į Konsultavimo paslaugų teikimo terminą neįskaičiuojamas laikas, kurio metu laukiama papildomos ar patikslintos informacijos iš Kliento, be kurios pagrįstai nėra įmanomas kokybiško atsakymo į Kliento paklausimą pateikimas.

5.5. Baudos ir sankcijos už terminų nesilaikymą

5.5.1. Už vėlavimą pristatyti Prekes ir (ar) suteikti Paslaugas per 5.3.4 punkte ir (ar) 6.3.3. punkte nustatytus terminus Paslaugų teikėjas, Klientui pareikalavus, moka 0,05% nuo vėluojamų pristatyti Prekių ar suteikti Paslaugų kainos (be PVM) dydžio delspinigius už kiekvieną uždelstą dieną bei atlygina Kliento dėl to patirtus nuostolius, kiek jų nepadengia netesybos.

5.5.2. Netesybos skaičiuojamos nuo sekančios, po nurodyto termino, darbo dienos arba nuo sekančios, po nurodytos termino, darbo valandos, jei terminas nurodytas darbo valandomis.

5.5.3. Šalis privalo atlyginti tiesioginius nukentėjusios šalies nuostolius, atsiradusius dėl kaltosios šalies ar su ja susijusių asmenų (subtiekėjų, ūkio subjektų, trečiųjų asmenų, darbuotojų ir kt.) netinkamo sutartinių įsipareigojimų vykdymo ar (ir) neatsargumo, aplaidumo ar neteisėtų veiksmų/neveikimo. Esant tyčiai arba dideliame neatsargumui, nuostoliai atlyginami visiškai.

5.5.4. Šalis, reikalaujanti nuostolių atlyginimo, privalo pateikti kitai šaliai rašytinį reikalavimą su įrodymais, pagrindžiančiais žalos dydį, atsiradimo aplinkybes ir kitos šalies netinkamą elgesį. Klientas laikomas kaltu tik tuo atveju, jei jis nevykdo Sutartyje jam aiškiai su terminais nustatytų pareigų.

5.5.5. Pareiškus reikalavimą atlyginti patirtus nuostolius, netesybos įskaitomos į nuostolių atlyginimą. Netesybos taikomos nuo sumų be PVM. Netesybų sumokėjimas ir (ar) nuostolių atlyginimas neatleidžia kaltosios šalies nuo tinkamo sutartinių įsipareigojimų vykdymo. Netesybos ir nuostoliai atlyginami per 30 (trisdešimt) kalendorinių dienų nuo rašytinio pareikalavimo pateikimo. Esant nesutarimui dėl nuostolių dydžio, Šalys ginčą sprendžia derybų būdu. Nepavykus susitarti, ginčas sprendžiamas Lietuvos Respublikos teisme, vadovaujantis Lietuvos Respublikos teise.

5.5.6. Paslaugų teikėjas privalo susipažinti ir santykiuose su Klientu ir sutarties vykdymui pasitelkiamomis trečiosiomis šalimis laikytis UAB „Ignitis grupė“ valdybos sprendimu patvirtintos antikorupcinės politikos. Susipažinti su politika ir/ar jos pakeitimais galima adresu <http://www.ignitisgrupe.lt>. Paslaugų teikėjas privalo užtikrinti, kad šio punkto ir aprašo reikalavimų laikytųsi Paslaugų teikėjas ir sutarties vykdymui jo pasitelkiamų trečiųjų šalių darbuotojai ir kiti atstovai.

5.6. Informacinės saugos reikalavimai Paslaugų teikimui:

5.6.1. Informacinės saugos reikalavimai pateikiami Lentelėje Nr.6.

Lentelė Nr.6.

<p>1. Paslaugų teikėjo informacijos saugumas turi būti valdomas vadovaujantis ISO 27001 (arba lygiavėrčio) ir ISO 27017 (arba lygiavėrčio) arba ISO 27018 (arba lygiavėrčio) informacijos saugumo valdymo standartais.</p> <p>2. Paslaugų teikėjas turi turėti patvirtintą informacijos saugumo politiką ar lygiavėrčių dokumentą.</p> <p>3. Programinės įrangos atnaujinimas arba konfigūracijos pokyčiai neturi sumažinti Sistemos saugumo lygio.</p> <p>4. Paslaugų teikėjo pateikta Programinė įranga neturi turėti viešai žinomų saugumo spragų.</p> <p>5. Garantinės priežiūros laikotarpiu nustatius kibernetinio saugumo spragas Paslaugų teikėjas privalės neatlygtinai Klientui pateikti Programinės įrangos atnaujinimus.</p> <p>6. Prieigą prie Kliento informacijos, IT (Information technology) ir OT (Operational technology) sistemų suteikiama naudojant Ignitis grupės elektronines identifikavimo ir autentifikavimo priemones. Paslaugų teikėjas įsipareigoja užtikrinti, kad suteikti prisijungimo duomenys nebus perduoti neautorizuotiems asmenims.</p> <p>7. Prieiga prie Sistemos Paslaugų teikėjui suteikiama vadovaujantis Ignitis Grupės prieigos teisių valdymo procesu.</p> <p>8. Paslaugų teikėjo darbo vietos iš kurių jungiamasi prie Sistemos turi būti apsaugotos nuo kenkėjiškos programinės įrangos antivirusinės programos pagalba.</p> <p>9. Paslaugų teikėjas yra atsakingas už savo darbuotojų ir pasitelktų trečiųjų asmenų (subrangovų) veiksmus su Kliento pateikta informacija, informacinėmis arba technologinėmis procesų valdymo sistemomis.</p> <p>10. Paslaugų teikėjas yra atsakingas, kad tik autorizuoti (esantys patvirtintame sąraše) darbuotojai arba subrangovai gaus prieigą prie Sistemos.</p> <p>11. Kliento duomenys negali būti perduoti kitai trečiai šaliai be Kliento raštiško leidimo.</p> <p>12. Paslaugų teikėjas įsipareigoja Kliento duomenis saugoti tik tose vietose, kur galioja ES jurisdikcija.</p> <p>13. Paslaugų teikėjas įsipareigoja nedelsiant informuoti Klientą apie galimus informacijos saugos pažeidimus.</p> <p>14. Paslaugų teikėjas yra atsakingas už saugos incidentus, kurie atsirado dėl jo darbuotojų ir pasitelktų trečiųjų šalių veiksmų.</p> <p>15. Paslaugų teikėjas turi turėti parengtas elektroninio pašto, interneto, kompiuterio ir kitų informacinių išteklių naudojimo instrukcijas.</p> <p>16. Paslaugų teikėjas turi turėti patvirtintą saugumo incidentų valdymo tvarką, apimančią ir teikiamas Paslaugas.</p>	<p>1. The Contractor's information security must be managed in accordance with ISO 27001 (or equivalent) and ISO 27017 (or equivalent) or 27018 (or equivalent) information security management standard.</p> <p>2. The Contractor must have an approved information security policy.</p> <p>3. System, system components or configuration updates shall not decrease compromise security functionality.</p> <p>4. System updates shall not have any known information security gaps (vulnerabilities).</p> <p>5. During the contract period, the Contractor will be required to provide software updates for the cyber-security vulnerabilities to the Customer free of charge.</p> <p>6. The Customer provides access to his information, information systems or technology process management systems using their electronic identification and authorization tools. The Contractor should ensure that the access data provided will not be transferred to unauthorized persons.</p> <p>7. Access to Customer Information and System shall be provided to the Contractor in accordance with the Ignitis Group Access Rights Management Process.</p> <p>8. Contractor workstations using to access to the System via VPN should be protected from malware by anti-virus software.</p> <p>9. The Contractor is responsible for and shall cover information security issues regarding own personnel and third parties.</p> <p>10. Any Customer data may not be transferred to any third party without the permission / authorization of the Customer.</p> <p>11. Customer data may not be transferred to another Third Party without the Customer's written permission.</p> <p>12. The Contractor should store the Purchaser's data only in places where the EU legal jurisdiction is valid.</p> <p>13. The Contractor shall immediately inform the Purchaser about possible breaches of information security.</p> <p>14. The Contractor is responsible for and shall cover information security issues regarding own personnel and third parties.</p> <p>15. The Contractor must have acceptable terms of e-mail, Internet, computer and other information resources usage applicable to the Contractor's staff.</p> <p>16. The Service Provider must have an approved security incident management procedure, which includes Customer services.</p> <p>17. Service Provider guarantees data protection under Lithuania and / or EU law.</p> <p>18. The Customer has the right to verify by audit that the Contractor complies with these requirements.</p>
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17. Paslaugų teikėjas garantuoja, kad atitinka duomenų apsaugos teisinius reikalavimus, taikomus Lietuvos Respublikoje ir Europos Sąjungoje.	19. These requirements should apply to all subcontracting entities of the Contractor, with the condition that subcontracting entities have the Customer's written consent to access Customer's data and / or environment.
18. Klientas turi teisę audito būdu įsitikinti, kad Paslaugų teikėjas laikosi šių reikalavimų.	
19. Šie reikalavimai ne mažesne apimtimi taikomi visoms Paslaugų teikėjo subteikimo organizacijoms.	

5.7. Atsakomybių pasiskirstymas

5.7.1. Atsakomybių pasiskirstymas pateikiamas Lentelėje Nr.7.

Lentelė Nr.7.

Nr.	Veiksmas	Klientas	Paslaugų teikėjas
1.	Incidentų ir problemų valdymas		
1.1.	Informavimas apie rastą problemą ir informacijos teikimas siekiant ją identifikuoti.	✓	
1.2.	Ištaisymų, laikinų pataisymų, rekomendacijų kaip ištaisyti problemą pateikimas		✓
1.3.	Laikinių pataisymų, apėjimų ar kitų sprendimų diegimas ir testavimas testinėje aplinkoje		✓
1.4.	Laikinių pataisymų, apėjimų ar kitų sprendimų diegimas ir testavimas produkcinėje aplinkoje	✓	
1.5.	VPN prisijungimo pateikimas Tiekėjui	✓	
1.6.	Kiekvienos naujos versijos pakeitimų sąrašo pateikimas		✓
1.7.	Žinių apie esamus sistemos trūkumus, kurie galėtų daryti įtaką Klientui ar jo verslo procesams, naudotojams, pasidalinimas (CSB).		✓
2.	Sistemos palaikymas		
2.1.	Sukurti ir palaikyti duomenų bazes, formas ir ataskaitas	✓	
2.2.	Atlikti sistemos atsarginį kopijavimą	✓	
2.3.	Atstatyti sistemą iš atsarginės kopijos	✓	
2.4.	Stebėti ir palaikyti sistemos žurnalizavimą	✓	
2.5.	Palaikyti vartotojų paskyras	✓	
2.6.	Palaikyti operacinę sistemą	✓	
2.7.	Proaktyvus operacinės sistemos veiklos stebėjimas	✓	
3.	Oracle duomenų bazių palaikymas (kur taikoma)		
3.1.	DBMS palaikymas ir atnaujinimai		✓
3.2.	Vietos valdymas	✓	
3.3.	Duomenų bazių pranešimų valdymas	✓	
3.4.	Duomenų bazių incidentų valdymas	✓	
3.5.	Duomenų bazių greitaveikos gerinimas		✓
3.6.	Proaktyvi duomenų bazių priežiūra	✓	
3.7.	DBMS startavimo parametrai, *.ora failai		✓
4.	Programinės įrangos palaikymas (Tiekėjo programinė įranga)		
4.1.	Aplikacijų incidentų valdymas	✓	
4.2.	Vartotojų incidentų valdymas ir pradinis tyrimas	✓	
4.3.	Vartotojų koordinavimas	✓	
4.4.	Aplikacijų kodo valdymas		✓
4.5.	Duomenų bazių projektavimas		✓
4.6.	Personalizavimo failų kūrimas, palaikymas	✓	
4.7.	Duomenų bazių personalizavimas	✓	
4.8.	Sistemos atnaujinimas		✓
4.9.	Nuotolinis atnaujinimų instaliavimas		✓
4.10.	Programinės įrangos pakeitimų testavimas		✓

4.11.	Pritarimas pakeitimams	✓	
4.12.	Versijos atnaujinimo įdiegimas (tuo atveju, jei neperkamos atnaujinimo paslaugos)		✓
4.13.	Aplikacijų stebėjimo specifikavimas	✓	
4.14.	Aplikacijų stebėjimo taisyklių įgyvendinimas	✓	
4.15.	Aplikacijų pranešimų stebėjimas ir informavimas	✓	
4.16.	Atsarginių kopijų, archyvų kūrimas ir atstatymas iš jų	✓	
4.17.	Vartotojų leidimai ir meniu nuostatos	✓	
4.18.	Konfigūracijos palaikymas	✓	
4.19.	Duomenų taisymas po vartotojo klaidos	✓	
4.20.	Duomenų taisymas po sisteminės klaidos		✓
4.21.	Duomenų integralumo tarp serverių užtikrinimas		✓

6. PASLAUGŲ VYKDYMO TVARKA IR TERMINAI

6.1. Į pirkimo objekto daliai:

6.1.1. Prekės tiekiamos ir/ar Paslaugos teikiamos tik pagal atskirus Kliento pateiktus Užsakymus.

6.1.2. Paslaugų teikėjas turės teikti Paslaugas Techninių specifikacijų 4 skyriuje nurodytais adresais (arba kitu Užsakyje nurodomu konkrečiu adresu) Kliento darbo laiku (I-IV 7:30 – 16:30 val., V 7:30 – 15:15 val.), išskyrus kritinius atvejus. Kritinių atveju metu – Paslaugų teikimas 24/7.

6.1.3. Paslaugų teikėjas įsipareigoja Prekes pristatyti ne vėliau, kaip per 10 (dešimt) darbo dienų nuo Užsakymo pateikimo ir patvirtinimo.

6.1.4. Programinės įrangos naujai įsigyjamos Prekės palaikymo teikimo pradžia pradedama skaičiuoti sekančią darbo dieną po licencijų perdavimo dienos.

6.1.5. Prekės perduodamos pasirašant priėmimo-perdavimo aktą, kurio derinimui skiriamos 5 (penkios) darbo dienos. Kartu su priėmimo-perdavimo aktu turi būti pateiktas Licencijų įsigijimą patvirtinantis dokumentas.

6.1.6. Klientas IT funkcijų užtikrinimui yra pasitelkęs UAB "Ignitis grupės paslaugų centras" įmonę todėl dalimi ar visais atvejais dėl Paslaugų atlikimo turės būti bendradarbiaujama su šia šalimi.

7. KOKYBĖ IR TRŪKUMŲ PAŠALINIMAS

7.1. Į pirkimo objekto dalies kokybės ir trūkumų šalinimo reikalavimai aprašyti standartinėse gamintojo palaikymo sąlygose (priedas Nr. 1).

8. APMOKĖJIMO SĄLYGOS

8.1. Į pirkimo objekto dalies:

8.1.1. Už Paslaugas (išskyrus 8.1.3 p. aprašytas Paslaugas) pateikiamos išankstinės sąskaitos kas ketvirtį.

8.1.2. Klientas apmoka Paslaugų teikėjui už pristatytas Prekes per 30 (trisdešimt) kalendorinių dienų nuo Sąskaitos gavimo dienos.

8.1.3. Už Power on advantage versijų naujinimo paslaugas sąskaitos pateikiamos po naujinimo paslaugų suteikimo, o Klientas apmoka už suteiktas Paslaugas per 30 (trisdešimt) kalendorinių dienų po Sąskaitos gavimo dienos.

9. PRIEDAI

9.1. Priedas Nr. 1 – Standartinės programinės įrangos gamintojo priežiūros ir palaikymo sąlygos

GE Software Standard Maintenance support services and 3rd Party Software licenses support are governed by "Terms and conditions of the Maintenance Support services" included in Appendix A

Upgrade services are governed by "Terms and Conditions for Sale of Products and Services, Form EM 104 (Grid Solutions)" included as Appendix B.

2 Introduction – Customer Support Services

GE Grid Software Solutions is a market leader in delivering mission critical systems for electric utilities. Support Services are essential to make business outcomes a reality. With customer success as a priority, GE Grid Software Solutions offers a powerful set of Support Services together with the fulfillment capabilities enabling a unique customer experience. The purpose of the information included below is to provide Customer with information on available support services

2.1 Overview of customer support services offering

GE Support Services offering is structured to optimally fit customer's needs with pre-defined maintenance and support packages and complementary "à la carte" services facilitating the rapid adoption of our solutions. A broad catalogue of Education & Consulting services as well as a set of innovative Premium Services also contribute to deliver an outstanding customer experience. The below table is an overview of the support services offering:

		Maintenance Service Contract Levels		
SERVICE DESCRIPTION		STANDARD	STANDARD PLUS	PREMIER
Maintenance and Support Services	Incident Management - OOH	-	✓	✓
	Incident Management - Normal Business Hours	✓	✓	✓
	Problem Management - With SLA (refer to section 6)	-	-	-
	Problem Management - Defect Resolution	✓	✓	✓
	Remote System Access for technical support during normal business hours *	✓	✓	✓
	Customer Portal for all on-line service resources	✓	✓	✓
	Case logging and tracking for product defect service requests	Unlimited	Unlimited	Unlimited
	Case logging and tracking for non-defect service requests **	10 cases/year	50 cases/year	Unlimited
	Software and documentation downloads	✓	✓	✓
	Security Patch Validation Reporting	✓	✓	✓
	Access to Technical Support Bulletins	✓	✓	✓
	Access to extensive, searchable Knowledge Base	✓	✓	✓
	Access to User Community discussion forum	✓	✓	✓
	Access to Licensed Software Releases and Patches	✓	✓	✓
	Technical Expert Assistance	-	40h/year	80h/year
	Customer Technology Roadmap planning ***	-	✓	✓
	Dedicated Customer Advocate	-	✓	✓
	Monthly Support reports	-	✓	✓
Additional MSS Services	System Support Services - system assessments and system tuning	-	-	✓
	Hardware Support	Additional / Optional Services can be added to Standard Services	Additional / Optional Services can be added to Standard Plus Services	Additional / Optional Services can be added to Premier Services
	Database management			
	Comprehensive Port Scan Analysis and consulting on the latest security updates			
	Remote monitoring, diagnostics, and reporting ****			
Patch management - evaluation installation and Live installation, Security patch				
PREMIUM SERVICES				
EDUCATION AND CONSULTING SERVICES				
* VPN/Internet connectivity to customer network required				
** Technical Assistance questions are considered in Technical Expert Assistance number of included hours, not in the number of unlimited cases				
*** On-site planning workshop with the customer to assess the customers current and anticipated business and operational needs, and to develop an overall technology roadmap aligned with the customer's needs. Planning will be based on GE's product roadmap, and leveraging new product features and enhancements to maximize the value of the GE systems.				
**** Regular analysis of system logs and health indicators, with reporting of findings and suggesting corrective actions				

Table 1 Support Services Matrix

2.2 Capabilities

2.2.1 Technical Support Services

Our support engineering teams have a global presence in more than 20 countries, ensuring both a strong presence in all regions and a breadth of expertise covering all transmission and distribution solutions. Our

technical support staff have an average tenure of more than 10 years and deep domain knowledge in key areas.

2.2.2 Adoption services

For customers subscribed to the Standard Plus and Premier maintenance level, we provide a dedicated Customer Advocate Manager who knows your business, is committed to quickly solving your issues and to facilitate the adoption of our software solutions. You will find a more detailed description of Customer Advocate in section 3.4.6.

We also provide a structured set of Adoption Services including technical expert assistance, technology roadmap planning and system support services.

Our team will help you drive value quickly, build outcome realization plans and provide governance during execution.

2.2.3 Knowledge Base, Education & Consulting Services

With 24x7 online access to getting started, how to, problem / solution, and advanced best practices Knowledge Base content, your team will be able to progress through solution onboarding and gain technical proficiency quickly, taking their performance to a higher level.

Our comprehensive training catalogue, training course schedule, and training registration is available on-line, and we also provide a broad range of consulting services that can be adjusted and quoted on demand.

2.2.4 Managed Services

Move from reactive to proactive operations and maintenance by leveraging our Managed Services, which continuously monitor your system health and data connectivity. Our team can help anticipate issues before they occur and provide regular monitoring reports on your system to help you minimize unplanned downtime and improve KPI accuracy. A more detailed description of Managed Services is available upon request.

2.3 Benefits

As a summary here are the key benefits from GE Grid Software Solutions Services:

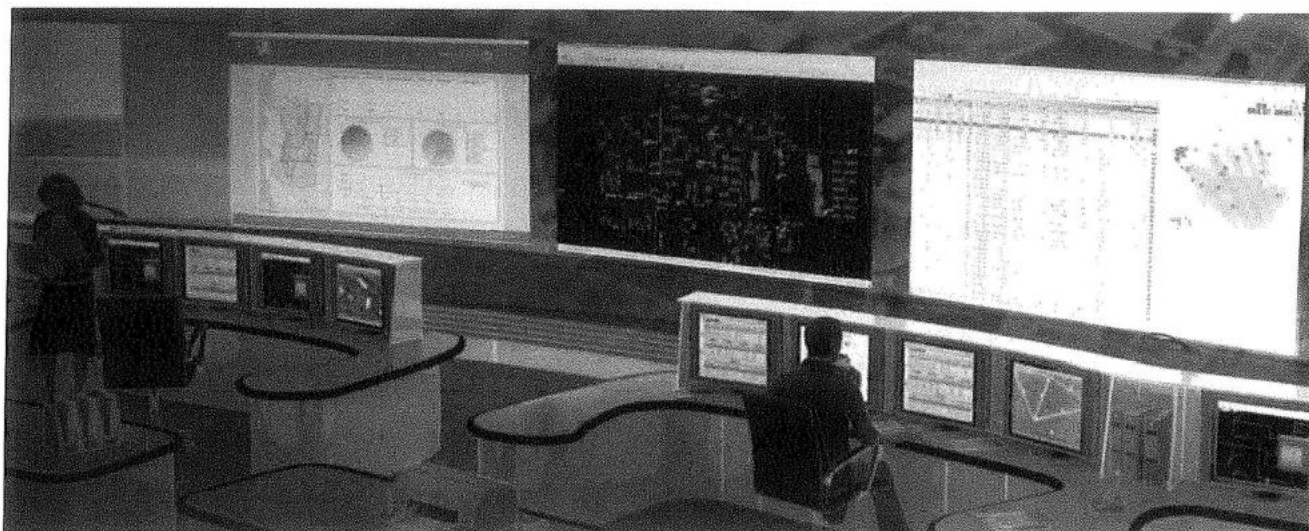
- Maximize value out of your Software investment leveraging our global Support organization and deep domain expertise
- Minimize potential system downtime with our commitment to a quick response time and Support engineering capabilities enabling efficient resolution of major incidents.
- Accelerate your time-to-value from your Software investment with our adoption services capabilities.
- Ensure your team is utilizing Software best practices and all solution features with access to our on-demand training modules.

- Make better, faster business decisions based on quality data with our continuous monitoring of system health.

2.4 Definition of terms

Term or Acronym	Definition
CAM	Customer Advocate manager
Case	A request for a support service
CCR	Customer Change Request
CSB	Customer Support Bulletin
Customer	Energijos Skirstymo Operatorius (ESO)
GE	Name of GE company delivering the services
Hardware	Hardware included for the support services. Applicable only in case if list of supported hardware is included in the contract
Incident	An Incident is any unplanned interruption to a service or reduction in the quality of service, that is reported to Supplier, via the Service Desk, to be acted upon in accordance with the SLA
Normal Business hours	9:00am to 5:30pm GMT Monday to Friday, excluding public holidays. Normal Business Hours may also be referred to as Standard Support Hours.
Out of Hours	Out of Hours means when emergency Support Services are provided outside of the Normal Business Hours
Problem	A Problem is a condition from a number of Incidents that are related or have common issues.
SCADA	Supervisory Control and Data Acquisition
Service Desk	The single point of contact between the Supplier and the Customer.
SLA	Service Level Agreement
Software	Supplier's proprietary computer software and software security devices provided by Licensor under License and listed in Annex of the contract.
Supplier	The GE Affiliate company delivering the services
Support Portal	The online portal provided by the Supplier for customers to use as a one-stop-shop for Support interaction with and information from GE.
Support Services	The collective term of services included in this offer

Third-Party Software	Proprietary computer software owned by a third party and listed in annex of the contract that may be required to operate with or included in the supported Supplier products.
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3 Support Services

As part of our commitment to help customers maximize their business benefits through the effective use of Software, Supplier provides a wide range of Software Support Services. The Supplier Service Desk is central to the services offered.

The Service Desk is the first point of contact for a customer with an issue. The Service desk can be contacted via the following communication channels

- Telephone
- Email
- Case Management system web interface

Generally, a Case will be opened when the Service Desk is contacted. The Case Management System is further explained in section 4.2 Case Management System, below.

3.1 Incident and Problem Management

A Case is typically raised to track an Incident or a Problem. Each Case logged is given a unique number and assigned to an engineer for investigation and analysis. The following sections explain the key differences between Incident Management and Problem Management

Incident Management is a process to resolve disruption to restore operation of the system as soon as possible to meet Service Level Agreements. Incidents are unplanned interruptions to or improper functioning of the system. Incidents can be resolved by workarounds, temporary fixes or permanent fixes.

The Supplier has extensive experience of Incident Management, with multiple support teams located world wide to manage this process. A Case Management System is available for both Supplier and Customer to track Incidents and Problems. Please refer to 4.2 Case Management System.

Incidents will be logged and categorized in the Case Management System by the Customer or Supplier. An initial diagnosis will be made, and the Supplier support engineer will determine if the Incident requires escalation. The engineer will undertake to resolve the Incident by applying a temporary or permanent fix or by suggesting a workaround. Status information will be shared with the Customer as the Incident progresses.

Problem Management aims to identify the underlying reasons of Incidents and prevent them from occurring again. Due to the nature of the Software solutions provided, it may be necessary to modify the underlying source code to resolve a Problem. A Software Problem fix is normally delivered in the next Software Release or as a Software Patch. Please refer to section 5.1,

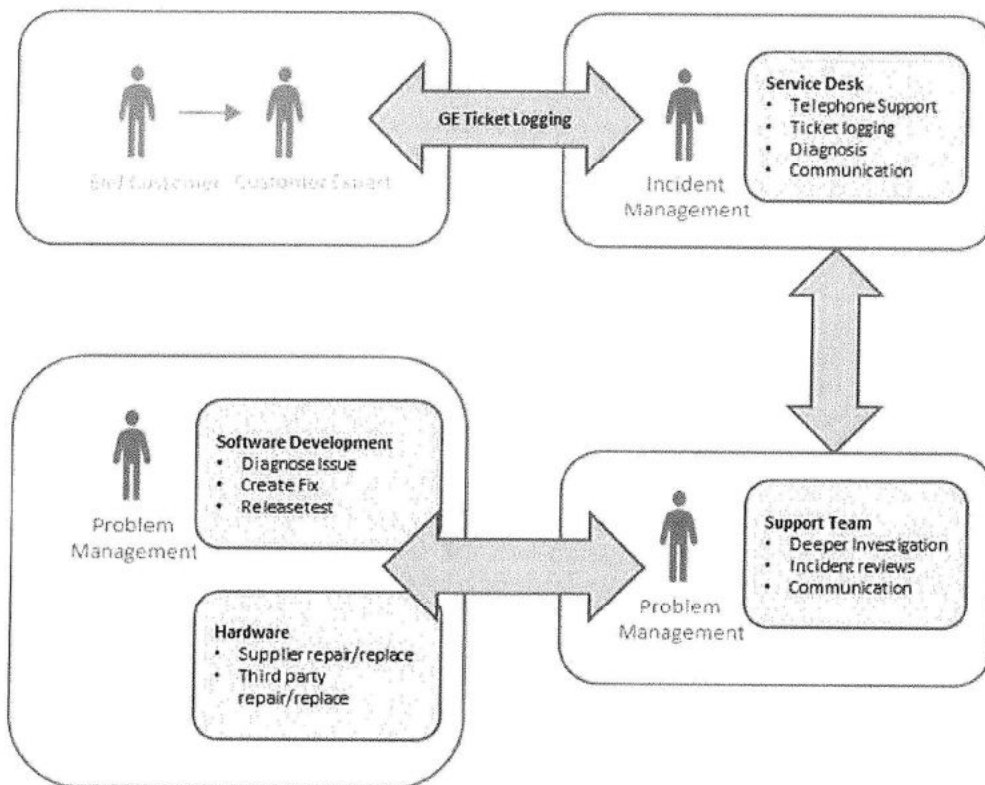


Figure 1 Service Desk, Incident Management and Problem Management

The Supplier support team will interact with other areas of the Supplier's organisation and potentially third parties to resolve problems.

3.2 Support Levels

Supplier has organized Incident and Problem management support into four (4) levels of support activities. Level 1 support for any Incident is focused on gathering information about the Incident and taking initial actions to restore system operation to normal. Customers often received training on their Supplier solutions and have the capability to perform Level 1 support actions. In some cases, if expressly specified in the offer, Supplier staff on the Customer site may be responsible for Level 1 support.

If the Level 1 support person(s) are unable to quickly resolve the Incident, they will typically access Supplier on-line support tool to submit a Case. The information they have gathered on the Incident will be used to submit the service Case and should also be used to search the available Knowledge Base content to see if a solution to the Incident has already been identified and published. Otherwise, the Level 1 support person(s) will submit a service Case including the Incident severity. For Critical severity incidents, the case must be logged by phone, so that the Supplier staff are immediately mobilized to address the Incident. All other severity cases can be logged by phone, in the on-line support tool, or via e-mail submission.

Level 2 support will be provided by the Supplier Technical Support staff who are assigned to respond to the Customer Case. The Level 2 will conduct further diagnosis of the Incident and will assist the Customer or the Level 1 staff in taking restorative or work-around actions to restore normal system operation. The Supplier's will "own" the case and will continue to work to reproduce the Problem and to provide a permanent solution to the Customer. Level 2 will engage the Level 3 as needed to further address the Incident or Problem.

Level 3 support will be provided by the Supplier Technical Support Specialists, who have deep Supplier solution knowledge in the submitted Incident or Problem. Level 3 will assist Level 1 and 2 in gathering further information on the Incident or Problem and reproducing the Problem for further analysis. If the Incident or Problem appears to be a product defect, Level 3 will create and submit a Supplier product defect.

When required, the Supplier will engage Support and Engineering Subject Matter Experts (SMEs). Level 4 will provide further expertise to diagnose and reproduce the Incident or Problem and will follow the engineering process to ensure that any product defects are addressed, and an Emergency* Patch is provided, or schedule the fix to be contained in a future scheduled Software Release.

*For Critical Incidents only.

Level 1	Level 2	Level 3	Level 4
Customer or on-site Supplier staff	Supplier Support Team	Supplier Support Specialist	Support SME/Engineering
<ul style="list-style-type: none"> Respond to issue reported from Customer business operations Perform preliminary analysis of issue Determine issue severity Submit service Case Collect and attach detailed information Steps / conditions leading to occurrence Screenshots Logs and dumps. 	<ul style="list-style-type: none"> Acknowledge service Case Perform initial diagnosis Assist Level 1 with initial actions to restore system function if possible (process restart, work-around procedures, etc.) Reproduce reported issue "Own" the case, with responsibility for providing progress updates and driving resolution Coordinating efforts with other Supplier Levels Provides resolution to the Customer. 	<ul style="list-style-type: none"> Perform detailed diagnosis of the reported Case Collect additional case information from Level 1, 2 for further analysis Reproduce reported issue Provide resolution Engage and coordinate with Levels 1, 2, 4 as necessary Create a Supplier Software product defect or link Case to an existing product defect if needed. 	<ul style="list-style-type: none"> Perform detailed diagnosis and defect analysis Assign defect for qualification and reproduce as appropriate Isolate and fix defect root cause in Supplier product software Follow Engineering process for patch unit, functional, and regression testing Work with Engineering Product Release management to produce a product patch or service pack. Provide patch/SP to Level 1 for delivery to the Customer.

Assumptions

- Customer will create a team with responsibilities to raise Incidents and to field calls from system users.

3.3 Standard Support Services

In addition to Incident and Problem Management, Supplier offers the following standard Support Services in 3 tiers of service. The three levels of service are Standard, Standard-Plus and Premier. (Section 3.5 Levels of Service provides further detail of the levels). The standard services are:

- Support Portal
- Remote System Access
- Customer Support Bulletins
- User Community

3.3.1 Support Portal

The Supplier provides a Support Portal which serves as a "one-stop-shop" for customers to interact with the Support team of Supplier. The Support Portal provides on-line information and capabilities to maintenance customers, including:

- Case logging, tracking, and management for all service requests
- Training course information, schedules, and course booking through GE's Learning Management System (LMS).

- Security Portal information including security patch testing information, product release notifications, and Technical Service Bulletins.
- Customer Community Discussion Forums for specific GE software products.

The Support Portal is typically used by customers on a routine basis to submit Cases for any Incident or support request. Customer staff are able to directly enter, update, and review the status of Cases online. This is the preferred way for customers to contact the Service Desk for any non-critical issues.

When a Case is created, whether by Customer or Supplier, then both the Supplier support team and Customer will receive e-mail informing about the new Case. Please refer to section 4.2 Case Management System for further details.

The Support Portal is a Web Application that can be securely accessed by maintenance customers via the internet. The Supplier will provide user names and passwords for the Customer's staff who will require access, URL information to access the site, and user information to help the customer quickly become familiar and proficient with using the Support Portal.

3.3.2 Remote System Access

Supplier's Customer Service team will work with Customer's technical team to establish a strategy to efficiently understand, isolate, and resolve the reported support problems. This may involve the need to remotely access the Customer's system to gather data, execute software analysis tools, or exercise remote diagnostics by Supplier's technicians.

Customer is required to provide a high-speed Internet connection. If Customer has other preferences, Supplier will consider these on a case-by-case basis. Customer is also required to provide Virtual Private Network (VPN), Wide Area Network (WAN), or ISDN dial-on-demand network connections between the customer system and Supplier site for remote access and pay for customer installation and telecommunication charges. The solution ideally will be scalable allowing more than one person to access the system at any one time (for example for the situation where multiple GE Software products are used by a Customer).

Remote access will only be provided to Supplier Customer Service personnel who are authorized by the Customer. The Customer and Supplier shall mutually agree the procedure for Supplier to access the Customer systems. Access from Supplier's infrastructure is via a dedicated environment secured by firewalls, which is restricted to authorized Supplier staff. Refer to section 4.2 Case Management System for further detail.

Assumption

- Customer will provide a high-speed Internet connection
- Connection speed minimum recommendation of 1 Mbps.

3.3.3 Customer Support Bulletin (CSB)

The Supplier periodically distributes Customer Support Bulletins to targeted Customer contacts to alert them about relevant information, e.g.

- Product updates and new software releases
- Critical issues that require action to mitigate
- Security updates
- Public holidays affecting the Support Desk.

3.3.4 User Community

All customers with a maintenance contract are members of the Supplier's Users Community and are invited to participate in Community Activities as follows:

User Conferences and Working Groups (Conferences) - The Supplier hosts annual Conferences within each geographical region, including the Americas, European, Middle East, and Asia Pacific Conferences. Each Conference is organized to be a true "User Focused" event and provide a broad range of opportunities for interaction and exchange between Customers and with the Supplier's leaders and industry experts. Conference activities include: Overviews of Supplier's product road-map and future product plan

- Demonstrations of current development efforts and prototypes
- Direct interactions with Supplier's developers
- Opportunities to influence Supplier's product direction
- Customer led panel sessions and presentations on key industry topics
- Customer presentations on project successes, business challenges and creative solutions
- Opportunities for Customers to engage and interact with their peers

3.4 Additional Support Services

Depending on Customer requirements, Supplier can offer additional Support Services to the standard services listed previously. Additional Support Services are priced in addition to standard Support Services and provided if they are expressly selected by Customer.

The range of additional services may include:

- Hardware Support
- Health Checks
- Third-party software support
- System Upgrade services
- Management Reporting
- Customer Advocate Manager
- Cyber Security Assessment

The following subsections give further information about the additional services.

3.4.1 Hardware support

The following hardware support options can be provided based on Customer's needs:

- Emergency 24x7 support
- Standard 8x5 support
- Local support
- Return to factory support.

Alternatively, the Customer may make separate arrangements for hardware support. In this case, to ensure the continuing integrity and viability of the system, the Customer shall notify Supplier in advance of any intended upgrades to the hardware platform in order for Supplier to advise on the impact of such upgrade.

Based on the Supplier's current understanding of the Customers requirements GE assumes that no hardware support is included in the scope for ESO

3.4.2 Health Checks

Supplier can offer preventative maintenance services to check if the supplied solution is developing problems. These health checks consist of a review by a Supplier support engineer who will document recommendations for improvements. This review can be conducted either remotely or at the Customer site, although there are advantages if the review is undertaken at site as it helps to strengthen the relationships between the support teams. Depending on the maintained Supplier Software, the health check could cover

- Review of error logs, Application and Operating System, system statistics
- Review of Oracle database performance and tuning
- Review of server disk space

System statistics / counts / timings / parameters.

Based on the Supplier's current understanding of the Customers requirements

- Health checks are not required and are not included

3.4.3 Third-Party software support

Supplier can offer services to support certain third-party software, for example Red Hat Linux, where Supplier can ensure that any necessary patches are tested and applied to the Customer's servers. Another service is to ensure that the latest virus definitions are securely available and applied to the relevant computing equipment. The following options can be offered.

- Operating system patching, e.g. Red Hat Linux, Windows Server, or Windows Client
- Commercial Database Software patching, e.g. Oracle
- Virus definition securely supplied.

Based on the Supplier's current understanding of the Customers requirements this service is provided as information only. Patching and virus definitions updates remains the responsibility of ESO

3.4.4 System Upgrade Service

Supplier can offer a service to upgrade the Software to a later version to provide the latest benefits from continued product development of the Software.

An upgrade to the Software will require a rigorous process to ensure that Customers requirements are met.

Based on the Supplier's current understanding of the Customers requirements:

- Supplier has included 1 upgrade as optional service.
- Upgrade of the third party software components is Customer's responsibility, [Exception: If the upgrade of the PowerOn Advantage requires upgrade of certain third party components included in the PowerOn Advantage Release notes Third Party Compatibility section, the upgrade of those third party components may be included in the Supplier's scope].

Assumptions:

- Customer will identify a key individual to undertake the project management role for the upgrade
- Supplier will identify a key individual to undertake the project management role for the upgrade
- Customer will conduct verification testing of the new Software release.

3.4.5 Management Reporting

Each Case raised by the Customer will have an associated status maintained and this status is available to Customer via the Case Management System. In addition to this, Supplier can provide periodic management reports to provide summary information. A typical management report will be generated from the information held in the Case Management System and will summarize the Cases, e.g.:

- Key events in the period
- List of all Cases
- SLA performance
- Tracking of hours used.

Reports can be sent by email and potentially reviewed during face-to-face meetings between the Supplier Support Manager and Customer.

Based on the Supplier's current understanding of the Customers requirements

- Management Reporting is not required and is not included

3.4.6 Customer Advocate Manager

Depending on Customer requirements and level of service selected, Supplier can provide a dedicated Customer Advocate Manager (CAM). The CAM will represent the Customer within the Suppliers support organisation and will

- Monitor trends in Cases raised
- Monitor SLA's if appropriate
- Monitor the progress of Problems and potentially raise problems using the problem management process based on trends of Incidents.

3.5 Levels of Service

Supplier provides three levels of Service as customers' needs vary greatly. The three levels of service are Standard, Standard-Plus and Premier, please refer to Table 1 Support Services Matrix in Table 1 Support Services Matrix.

Based on the Supplier's current understanding of the Customers requirements

- Supplier is offering the Standard Support Service

3.5.1 Software Support (non-Critical Incidents and Problems)

Support Services for Incidents and Problems of all severities are provided during Normal Business Hours. For the avoidance of doubt, non-Critical Incidents are actioned in Normal Business Hours. Incidents and Problems are reported through the Case Management System.

3.6 SLA – Categories, Response and Resolution Times

3.6.1 Severity of Incidents and Problems

All requests to the Service Desk should include one of the following severity levels ("Severity Level(s)"):

- **Critical:** Complete loss of mission critical functionality or data that prevents system operations or safe operating conditions (human and equipment). There is a potential or real material, safety, data or security impact on business operations.
- **High:** Serious significant loss of critical functionality or data that causes disruption or degradation to system operations. This loss of functionality or data does not prevent mission critical operations or safe operating conditions (human and equipment). A work-around is not available. .
- **Medium:** Inconvenient loss of non-critical functionality or data, or discrepancy exists between expected and observed result, that causes inconvenient disruption or degradation to system operations. All functionality critical to system operations and safe operating conditions (human and equipment) are operational.
- **Low:** Minor defects which solely degrade the aesthetic value of the system. No disruption or degradation of the system operations. All functionality critical to system operations and safe operating conditions (human and equipment) are operational.

3.6.2 Incident Management Response and Resolution Time

This section describes the target times within which Supplier aims to respond to Incidents for each category of severity.

The **Incident Response Time** is the period between the initial receipt of the Incident request (through approved communications channels) and Supplier providing a formal acknowledgment. Additional information may be required before an appropriate course of action can be determined.

The **Incident Resolution Time** is the period between the initial response of Supplier and resolution of the Incident or delivery of an action plan to the originator of the request. This period includes investigation time and consideration of alternative courses of action to remedy the situation.

NOTE: The Incident Resolution Time can be longer than stated below, and Supplier shall not be responsible for any delay, if Supplier has no access to Customers' systems to investigate and correct the reported Incident or Problem and collect the data for further analysis.

Severity Levels	Incident Response Time	Incident Resolution or Action Plan Time	Outcome
Critical	30 Minutes	4 Hours	Case logged; and first line triage; and Critical product/function restored; or implement an acceptable workaround
High	2 Working Hours	Next Working Day	Case logged; and first line triage; and High severity product/function restored; or implement an acceptable workaround
Medium	1 Working Day	5 Working Days	Case logged; and first line triage; where possible function restored; or implement an acceptable workaround; or agree an action plan for resolution.
Low	5 Working Days	10 Working Days	Case logged; and first line triage; where possible function restored; or implement an acceptable workaround; or agree an action plan for resolution.

Table 2 Incident Management SLA

3.6.3 Problem Management Resolution Times

Problem management resolves the root cause of the Problem that caused Incidents. Problems use the same severity definitions as Incidents, refer to section 3.6.1 Severity of Incidents.

Severity Level	Permanent Resolution	Outcome
Critical	Next Service Pack	Further investigation and schedule software fix for delivery in next Service Pack intended for use by the Customer.
	Emergency Patch	*Emergency Patch strictly limited to genuine recurring emergency or security software issues continually impacting Customer system.
High	Next Service Pack	Further investigation and schedule software fix for delivery in next Service Pack intended for use by the Customer.
Medium	By mutual agreement	Further investigation and schedule software fix for delivery in a future Full Release intended for use by the Customer.
Low	By mutual agreement	Further investigation and schedule software fix for delivery in a future Full Release intended for use by the Customer.

Table 3 Problem Management Resolution Times

3.7 Escalation

This section describes the procedure used within Supplier for dealing with Service Desk requests and reports of Incidents or Problems that have been escalated.

Customer may wish to escalate an Incident or Problem for the following reasons:

- The Service Desk's proposed action or solution to an Incident or Problem is unsatisfactory.
- The reported Severity Level of an Incident or Problem has changed.
- The Service Desk staff has not provided a response within the stated Incident Response Time.

If the Customer wishes to escalate an Incident or Problem, they should contact the Service Desk to re-state the Incident or Problem and state the reason for the escalation. The following escalation procedure will take effect:

- The Service Desk staff will notify the Regional Customer Service Manager who will review the situation, assign the appropriate resources, assess whether resources from other groups are required, and request assistance from or escalate to other departments as necessary.

- A proposed course of action will be communicated back to the Customer. If the proposal is unsatisfactory, the Customer's manager or supervisor should contact Supplier's applicable Regional Customer Service Manager directly.
- The Regional Customer Service Manager will initiate discussions at a Supplier executive management level if a satisfactory agreement cannot be reached. The Service Desk staff will be kept informed of the escalation action taken in order to maintain communications with the Customer through the correct channels.

3.7.1 Emergency Escalation

Supplier has an Out of Hours escalation process that can be triggered by Supplier support personnel or by the Customer. Details of a technical escalation point (Senior Technical contact in team) and a management escalation point (Suppliers Customer Support Manager) will be issued. These are published annually. These can be used by the support contact at the Customer should escalation be warranted.



4 Communication Channels

4.1 Telephone Service

A telephone number is provided for maintenance customers to contact the Supplier for any service requests. The telephone number is available 24x7 for Critical Severity Cases, and during Normal Business Hours for all other service requests.

4.2 Case Management System

The Support Portal described in 3.3.1 Support Portal above includes a Case Management System which allows customers to log, track, and manage their cases. Key features of the Case Management System include:

- Customers can log, update, and track their cases in real-time.
- Customer cases follow automatic assignment routing to appropriate Supplier staff for response and resolution.
- Service Level Agreement (SLAs) performance is tracked and managed for each case according to the Customer's specific maintenance contract.
- Support performance and summary reports can be generated for the Supplier and Customer to jointly track manage activities.
- Case closure surveys can be sent to the Customer, to get their feedback on the Supplier's handling of the case.

Services, both written and verbal, will be provided in English, unless agreed otherwise.



5 PowerOn Software Releases

This section 5 applies to the Supplier's Software only. Supplier shall inform Customer on the availability of Software releases. Details of changes shall be relayed in the form of software release notes and CSBs. The decision to install a Software release is at Customer discretion. Should the Customer decide not to install a Software release, Supplier shall not be liable for Incidents, Problems or other issues that would be solved by installation of such Software release.

Software modifications to the system will use the Supplier's software development quality assurance methods; unit tests, regression tests, scenario tests, factory and site acceptance tests (contingent on scope of change).

Supplier will release new versions of the Software; these Software releases may contain software fixes, Customer enhancements and/or new functionality. The Software release is available to Customer upon release provided a valid license agreement per module is purchased, and an effective support (maintenance) agreement is in place. Please refer to Section 3.4.4 System Upgrade Service for services to install Software releases on Customer system.

Software releases can be typically split into 3 categories: Emergency Patch, Service Pack or Full Release. The content of each release includes all binaries, libraries, install-shields and documentation pertinent to the release.

5.1 Types of Software Release

Release Type	Typical Severity of Issues Resolved	Additional Information
Emergency Patch	Critical Cases only*	<ul style="list-style-type: none"> Supplier will provide the Upgrade Services needed to install the Software and therefore request at least 5 Working Days' notice on date (to be agreed) for live installation.

		<ul style="list-style-type: none"> • Supplier recommends that installation of the Software is completed on the live system within 30 Working Days of Emergency Patch Release. • Failure to install all active Emergency Patches on a live system will release the Supplier from its obligation to comply with Service Levels.
Service Pack	Critical, High and Medium	<ul style="list-style-type: none"> • Service Pack releases contain multiple high priority fixes from internal Supplier and customer reported issues. • Expected frequency of Service Pack releases for System, is 1 issued 4-6 months following a Full Release, subject to change and will be communicated in advance.
Full Release	Any	<ul style="list-style-type: none"> • Customer should communicate in writing to Supplier intent to upgrade to any such release at least six months in advance of the live installation. • Full Releases will contain multiple enhancements and fixes from internal Supplier and customer reported issues or third-party fixes. • In relation to the System, Full Releases can include changes to Software and dependencies. 3rd party and operating system compatibility changes will be advised in advance of release.

Table 4 Software Releases

*Emergency Patches are produced on an ad-hoc basis to fix genuine recurring Critical Problems, i.e. Critical software issues continually recurring and impacting the system.

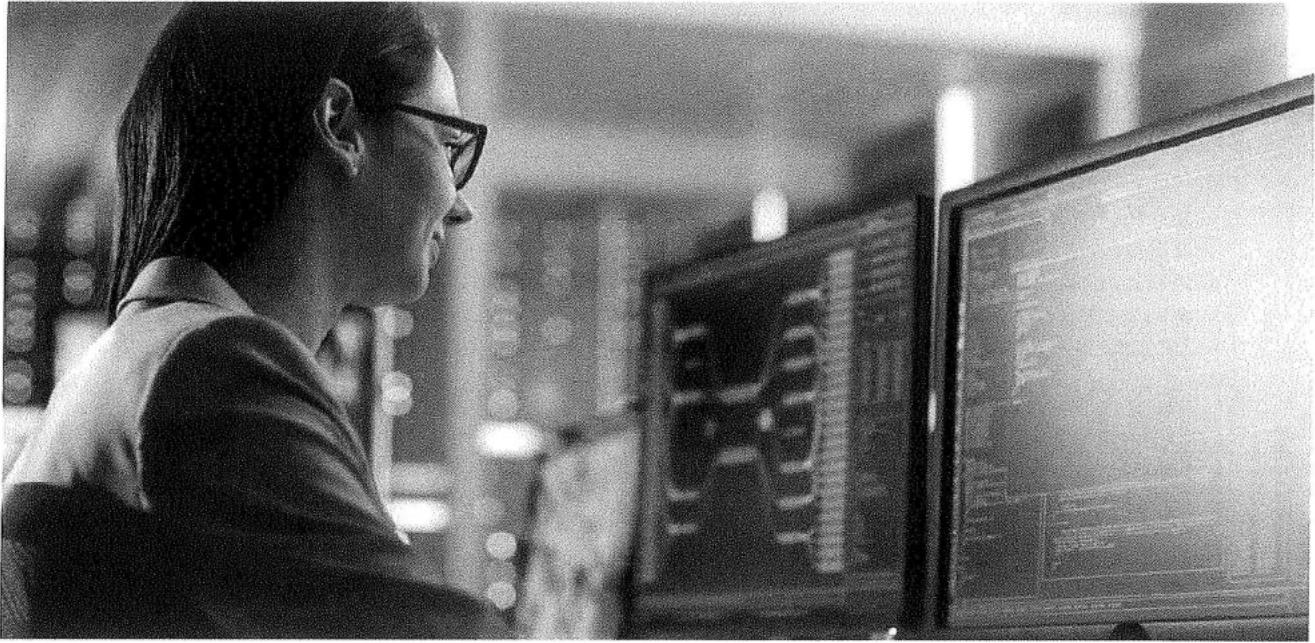
Supplier will publish its annual product release schedule in advance. This will typically contain a Full Release every year and a Service Pack 4-6 months after the Full Release.

5.2 Product Lifecycle

The Supplier will endeavour to work with the Customer to communicate planned content of future Software Releases, in a timely manner, which allows sufficient time for Customer to plan which Software release Customer will upgrade onto their Live System and the timing for the upgrade. It is expected that this is provided a minimum of two years in advance of the intended release and to include a list of known key features intended in a release.

Specific requests for enhancement functionality shall be considered by Supplier and managed by the CCR process. The Supplier reserves the right to include enhancements introduced by the CCR process in their core product, hence provide it to other customers at its discretion unless prior agreement is made with Supplier as part of the requirements of the functionality. The Supplier reserves the right to charge an additional fee for this requirement.

The Supplier provides Support Services to supported versions of the Software and Third Party Software. This is driven by the date of the Full Release and/or the version of Third Party Software the Software Release was approved against. Supplier will release new versions of the Software and will encourage Customer to upgrade with respect to any Third Party Software or Software changes making the Customer release un-supportable. Older releases of Software may be moved into an extended or legacy support phase which will have a limited scope of service and maintenance capabilities (e.g. security patches may not be available for an older release. The Supplier will advise the Customer in advance of Software moving to one of these phases.



6 Security Services

6.1 Security Patch Management

The Supplier offers Security Patch Management services to help customers ensure that their Supplier solutions are running the latest Supplier approved cyber security patches for both the Software and any Third-Party Software included into the scope of Supplier's Support Service. The service is structured to maintain an appropriate level of cyber security without compromising solution functions or operations. To that end, the Supplier has defined a process for assessing and validating software patches that are issued by Software and Third-Party Software vendors to address cyber security issues.

The Supplier maintains an accurate inventory of Third-Party software used with its products and monitors both US-CERT weekly security bulletins and other communications and posted information from the Third-Party Software vendors for indication of security patches within 2 business days of release. The Supplier runs a standard set of tests against patches applicable to the Supplier product included in its Security Patch Management program and assesses their potential impact. The Supplier will validate the compatibility of security patches for use in a standardized security-testing environment against the supported version of the Supplier product(s) and will within 20 days post the results on a secure Support Portal for customer access and review.

6.2 Supplier Personnel

All Supplier personnel accessing Customer live systems will have successfully completed background checks prior to commencing employment, in accordance with Supplier's procedures, and periodic revalidation of these checks. The background checks include criminal background checks relative to the country of residence of the individual and Global Sanctions Watch List Check. Supplier engineers also complete annual Cyber Security Awareness training/refreshers training. These checks and training are compliant with NERC/CIP requirements.

Additional checks required by a Customer may be performed only if expressly agreed in writing, on behalf of the Customer and according to its instructions.

6.2.1 Personal Risk Assessment Web Portal

Customers will be provided 24x7 access to an up to date list of Supplier personnel authorized to access a customer system via the Personal Risk Assessment (PRA) web portal. This list provides information regards status of the above background checks and training. Customers will be notified via an email from the portal in the event of Supplier personnel leaving the company or a change in role. Access to the list is limited to personnel within the customer team and is managed by a nominated Supplier contact.

6.2.2 Accessing Customer Systems

The Supplier recognises the privileged position of its staff in terms of accessing customer systems, systems containing sensitive information and systems which customers rely upon to operate their systems. This privileged position implies certain responsibilities, obligations and expectations. The Supplier has a policy, Accessing Customer Systems, which defines how the Supplier fulfils its responsibilities, obligations and exceptions associated with employees who access customer systems, whether they are for project, test, training, development, pre-production or live and operational purposes. This policy includes a commitment from the Supplier to our its customers with regards to:

- Work in partnership with them to effectively and securely deploy, support, manage, enhance and upgrade their systems
- Provide secure virtual, physical and network infrastructure to enable our employees to connect to their systems
- Promptly notify the customer in the event of a security incident to Supplier systems or networks related to customer access
- Engage with customers around security incidents or events, whether actual or perceived, relating to Supplier access to customer systems
- Maintain secure processes and procedures to appropriately manage Supplier employee access to and usage of connectivity to customer systems
- Maintain an accurate list of Supplier employees with access to their systems and notify customers whenever there is a change in roles (PRA web portal)
- Ensure that customers are appropriately aware when Supplier employees are connected to their system and what they are doing
- Ensure the competency of Supplier employees who can access customer systems.

6.2.3 Password Management

Supplier personnel accessing customer systems will follow best practices for user access, including:

- Utilizing strong passwords for login authentication
- Not sharing accounts / passwords
- Utilizing approved secure storage tools for retention of username / password credentials to prevent unintended disclosure
- Changing passwords on a regular frequency.

7 Governance

7.1 Organisation

The Supplier Customer Support team is global in nature with major centers located in Livingston, UK and Massy, France. Other customer support centers are located in the United Kingdom, Romania, India.

The team consists of Support Engineers, Customer Advocates, Education/Consulting Services, Project Managers and Managed Services.

Customer Support Engineers provide the first line of contact for issues that arise. They work the case and are the owner of the case throughout its life. If needed, they will involve other customer Support Engineers and other Subject Matter Experts to solve the case.

The Customer Advocates are the customers' focal point for prioritizing and tracking issues; provide the Customer with reporting; host scheduled meetings; escalate cases within Supplier's organisation as needed and assist in future planning.

Education Services provide the Customer with Subject Matter Experts for product training. Training courses are scheduled throughout the year and additional courses can be hosted at the Customer site or can be remote via the internet.

Consulting Services provide the Customer with a wide range of technical consulting on Supplier products.

Project Managers are utilized when requested work requires more coordination between Supplier and the customers; usually for larger or more complex work.

Managed Services can provide the Customer with remote monitoring of the supplied applications or the complete system.

7.2 Quality Assurance

Supplier's employees are committed to:

- Passionately driving a differentiated customer experience with all products and services we provide
- Building long-term loyalty by partnering with customers to help achieve their success
- Ensuring strict compliance with laws and regulations pertaining to the quality, safety, security and performance requirements in every country where Supplier's products and services are offered
- Sustaining continuous improvement in the effectiveness of Supplier's Quality Management System.

These commitments are met with the highest integrity, through clearly documented quality objectives, routine quality management reviews and an all-encompassing Quality culture.

7.2.1 Customer Case Closure Surveys

The Supplier routinely performs Case closure surveys when a Case is resolved. The case closure surveys are a great transactional tool to measure quality, by getting immediate feedback from customers about their satisfaction with the timeliness, professionalism, and quality of the work performed on the case. The

Supplier uses the results of these case closure surveys to benchmark and measure service delivery quality, and to constantly improve service quality.

7.2.2 Contract Execution Rating (CER) Annual Survey

The Supplier conducts annual CER surveys for all customers with active maintenance contracts. Customer response rates are very high for CER survey completion, and the survey results provide an important benchmark to measure the quality of services performed. The results of these surveys are used to drive specific quality improvements and to ensure quality consistency across all products and regions.

7.2.3 Quality and Information Security Management System

Supplier's businesses maintain ISO 9001:2015 certified Quality Management Systems (QMS) that are based upon the fundamental concept that quality must be designed and built into a product and cannot be obtained from inspection and testing alone. Supplier's ISO® certificates are available upon request.

The QMS cover all aspects of the location's business functions, from initial proposal and contract management; standard software design and development; hardware procurement, project management, system integration and software customization; to ongoing support and maintenance, training and upgrade services.

The overall objective of the QMS is to support the company's mission of developing high quality, cost effective software solutions that meet customers' current and future business needs in order to give customers confidence that those products are both reliable and innovative. All QMS procedures are audited on a continuous audit schedule, which focuses on process effectiveness as well as conformance to documented procedures. Internal audits identify any process non-conformances; a remediation action plan is initiated and driven to closure. Additionally, audits are a key opportunity to identify areas for process improvement, in conjunction with the use of process improvement tools and practices.

Supplier has an existing Information Security Management System (ISMS) for a limited scope. Supplier is currently using Change to Approval (CTA) to reuse and build upon this existing ISMS and extend its coverage to the whole of Supplier's business. A gap assessment has been completed with the certification agency (Lloyd's Register) and the external audits for the principal Supplier locations are scheduled to be completed by the end of January 2020.

The scope statement for the CTA certification is as follows: The management of information security, privacy and governance controls for the protection of confidential GE and customer information and data, and remote access to customer systems in relation to the delivery of software products and services in accordance with the Statement of Applicability.

Supplier believes that this certification scope will demonstrate our capacity to ensure confidentiality, integrity and availability in compliance with ISO 27001 for customer data (documents, data, commercial information) and customer connectivity (transfers of data, support services).

7.3 Reporting

The Supplier will provide periodic reports highlighting status of the service, e.g. status of open cases, cases closed in reporting period, and other topics as may be agreed between the parties.

7.4 Periodic Meetings

The following meetings will be convened at a mutually acceptable location or via telephone conference call:

- Monthly Support Meeting

7.5 Data Protection

The Supplier does not anticipate receiving any personal information in connection with performance of the Support Services. If at any time the Customer anticipates providing the Supplier with personal data, the Customer shall notify the Supplier in advance with details including the nature, source and amount of such personal data and provide the Supplier with necessary instructions. Any processing of Customer's personal data during Support Services will be performed exclusively in order to comply with Supplier's contractual obligation according to instructions and on behalf of customers.

8 Responsibilities

8.1 Responsibility Matrix

The table in this section provides a summary definition of the roles and responsibilities of Supplier and Customer.

Legend

- ✓ This indicates who has primary responsibility to perform this function. Many system support functions will require Customer involvement and assistance even though another service provider has primary delivery responsibility.

Item	Task	Customer	Supplier
1.	Incident and Problem Management		
1.1.	Report problem with Customer system and assist with problem identification and/or recreation	✓	
1.2.	Provide or recommend corrections, temporary patches, workarounds, or other fixes to system problems		✓
1.3.	Install and test corrections, temporary patches, workarounds, or other fixes to system problems	✓	
1.4.	Provide VPN access to customer system(s) at Customer site for remote access.	✓	
1.5.	For each major Software release, provide a list of all issues resolved.		✓
1.6.	Sharing known issues that could have an impact on business operations for customer or other clients (CSB).		✓
2.	Routine Software Support		
2.1.	Build and maintain database, displays, and reports	✓	
2.2.	Perform system back-ups	✓	
2.3.	Restore or reinstall software from back-ups	✓	
2.4.	Monitor and maintain system logs	✓	
2.5.	Maintain user accounts	✓	
2.6.	Operating system maintenance	✓	
2.7.	Proactive operating system performance monitoring	✓	
3.	Routine Oracle Database Support (where applicable)		
3.1.	DBMS maintenance and upgrades	✓	
3.2.	Space management	✓	

3.3.	Database alert management	✓	
3.4.	Database incident management	✓	
3.5.	Database performance tuning	✓	
3.6.	Proactive database performance monitoring	✓	
3.7.	DBMS startup parameters, *.ora files	✓	
3.8.	DBMS maintenance and upgrades	✓	
4.	Software Application Support (Supplier Software)		
4.1.	Application incident management		
4.2.	User Incident Management & initial investigation	✓	
4.3.	User Co-ordination	✓	
4.4.	Application code maintenance		✓
4.5.	Database schema design		✓
4.6.	Personalisation Files (e.g. hosts)	✓	
4.7.	Personalisation of database (Counters/Host_details)	✓	
4.8.	Deliver software updates (application & scripts)		✓
4.9.	Remote installation of test upgrades		✓
4.10.	Test & approval of software changes	✓	
4.11.	Installation of Live software updates	✓	
4.12.	Specification of application monitoring	✓	
4.13.	Implementation of application monitoring rules	✓	
4.14.	Monitoring and reporting on application alerts	✓	
4.15.	Backup, archive & restore application data	✓	
4.16.	User permissions & menu definitions	✓	
4.17.	Configuration definition & maintenance	✓	
4.18.	Correction of data following User error	✓	
4.19.	Data integrity between servers		✓

8.2 Exclusions

Any services not explicitly described as being in the scope of this document are excluded.

Appendix A: Terms and Conditions for Support Services

TERMS AND CONDITIONS FOR SUPPORT SERVICES

BETWEEN:

GE [insert exact legal entity name] a duly organized and existing under the laws of [insert state], having its registered office and principal place of business at [insert exact street address,], ("Licensor")

and

[insert exact legal name of customer], a corporation duly organized and existing under the laws of [insert country] having its registered office at [insert exact street address,], ("Licensee").

1. Definitions

Unless otherwise agreed to by Licensor, the following terms shall mean:

"Documentation" means all associated material, including all printed material and on-line or electronic documentation (excluding training materials) referencing Hardware and/or Software.

"Guide(s)" means one or more documents describing type and level of services to be provided by Licensor, any additional services available to Licensee and other relevant details. Such documents may be designated as "Guide to Support Services", "Support Guide", "Services description" and like.

"Hardware" means any computer equipment provided by Licensor under separate agreement, which are listed in Attachment 2 and covered by Support Services.

"License" means the separate license agreement under which Licensor licenses Software to Licensee.

"Licensee" means the entity to which Licensor has licensed Software and is receiving support services hereunder.

"Licensor" means the entity licensing the Software and providing support services hereunder, either itself or through its designee.

"Personal Data" means information about a directly or indirectly identifiable person as defined by applicable regulations on data protection.

"Software" means the proprietary computer software and software security devices provided by Licensor under the License and listed in the quotation, as well as any enhancements or updates provided hereunder.

"Support Charges" means the fees to be paid by Licensee for the receipt of Support Services hereunder.

"Support Services" means the maintenance and support services to be provided by Licensor hereunder.

"System", as used herein, means the combination of both Software and Hardware, when provided by Licensor.

2. Support Services

2.1. Licensor provides Support Services in accordance with these Terms and Conditions and the quotation and its attachments, including, but not limited to, Guide(s). The current Guide(s) applicable to Software is (are) appended hereto and made part hereof by reference or as an attachment(s). Licensor reserves the right, in its sole discretion, to make changes in the Guide(s) from time to time, provided that any such changes do not materially decrease the level of Support Services provided to Licensee hereunder.

2.2 The provision of Support Services for certain Software, e.g., Smallworld™ Software, may be limited by "class" of Software. Classes of Software and availability of full, limited, or no Support Services, are defined in the applicable Guide(s).

2.2. Unless otherwise agreed in writing by Licensor, Hardware provided by Licensor is not supported under these Terms and Conditions.

3. Levels of Support Services

Support Services are provided on the most current version of supported Software (includes release updates, program maintenance, and reasonable telephone support) and previous releases as set forth in the applicable Guide(s).

4. Licensee Obligations

Where any supported Software is part of a System provided by Licensor, in addition to any obligations set forth in the applicable Guide(s), Licensee shall further ensure that:

4.1. Proper environmental conditions are maintained for any System and associated Hardware is maintained in good condition, including, but not limited to, the cables and fittings associated therewith and the electricity supply thereto.

4.2. The System is kept and operated in a proper and prudent manner in accordance with the Licensor's (and/or Hardware manufacturer's) Documentation and only competent, trained Licensee employees (or persons under their supervision) are allowed to operate the System.

4.3. If on-site Support Services are applicable, the Licensor (or its designee) is provided with full and safe access to the site of installation for purposes of providing Support Services, and Licensor is provided with adequate working space for the use of Licensor personnel, plus such facilities as may be reasonably requested from time to time by Licensor for the storage and safekeeping of test equipment and spare parts.

4.4. Licensor is provided with telecommunication facilities as are reasonably required for testing and diagnostic purposes at Licensee's expense.

4.5. Licensee keeps full backup copies of its programs, databases, and computer records in a secure place and in accordance with best computing practices.

4.6. Licensor is provided with necessary Documentation related to Licensee system which is available to Licensee through the manufacturer(s) of the relevant hardware or software.

4.7. Licensee ensures physical, network and data security on-site, which includes, without limitation, fire protection, implementing and using up-to-date suitable antivirus, firewalls, security-related hardware and software, in accordance with Licensor guidance.

5. Term and Termination

Unless otherwise agreed in writing, Support Services shall (a) commence upon that date(s) specified in the quotation or attachments hereto ("Commencement Date"), (b) extend for an initial term as specified in such quotation or attachments ("Initial Term") and (c) unless agreed to in writing by amendment hereto, automatically renew for one (1) year periods upon completion of the Initial Term ("Renewal Date") or any subsequent terms, unless terminated as follows:

5.1. Licensee may terminate Support Services upon ninety (90) days written notice to Licensor. Licensee's termination of the Support Services hereunder shall release Licensor from any further obligation under these Terms and Conditions. Licensee will retain the right to continue use of the Software as per the terms of the License (provided Licensee is not in breach of its terms). Notwithstanding anything contained herein to the

contrary, if Licensee terminates Support Services prior to the expiration of the then-current term for any reason other than Licensor's material breach of its obligations hereunder, then Licensee shall not be entitled to any refund of any prepaid Support Charges for said term. Notwithstanding anything contained herein to the contrary, if Licensee terminates Support Services prior to the expiration of the then-current term for any reason other than Licensor's material breach of its obligations hereunder, then Licensee shall not be entitled to any refund of any prepaid Support Charges for said term. Further, should Licensee's Initial Term or any Renewal Term be for multiple years (a long-term maintenance agreement or "LTMA"), termination prior to expiration of such LTMA shall entitle Licensor to charge and Licensee to pay a cancellation charge equal to eighty percent (80%) of the unexpired LTMA.

5.2. Licensor may terminate the Support Services (a) if Licensee commits a material breach of these Terms and Conditions or the License and such breach remains uncured thirty (30) days after written notice of such breach is delivered to Licensee, including, without limitation, the failure to pay any amounts due; or (b) immediately if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

6. Pricing and Payment Terms

6.1. Charges for Support Services for the Initial Term, are billed in advance on the Commencement Date or on the date set forth in the quotation or attachments hereto, whichever occurs later ("Support Charges") and subsequently on each Renewal Date as applicable. Support Charges for subsequently licensed Software shall commence, for each particular license, on the first day of the month following that date such additional Software license keys are provided to Licensee by Licensor, prorated to coincide with the next Renewal Date.

6.2. After the Initial Term, Licensor shall be entitled to increase the Support Charges in accordance with (a) any change in Licensor's standard scale of charges, (b) movements in the Consumer Price Index or Retail Price Index, or (c) movements in the U.S. dollar exchange rate (if applicable), by giving to Licensee not less than ninety (90) days written notice prior to any Renewal Date. Notwithstanding the foregoing, Licensor shall be entitled to immediately increase the Support Charges, in its sole discretion, if Licensee relocates the Software to an equipment location different from where the Software was originally installed.

6.3. Prices do not include, and Licensee is responsible for, all taxes, duties, fees, or other charges of any nature (other than taxes imposed on Licensor's net income) imposed by any government authority related to the Support Services provided hereunder. If Licensee deducts or withholds taxes for which Licensor is responsible, Licensee shall furnish within one (1) month to Licensor accurate official receipts from the appropriate governmental authority for each such deducted or withheld tax.

6.4. Unless otherwise set forth in the quotation or attachments hereto, Licensee agrees to make all undisputed payments to Licensor within thirty (30) days from Licensor's invoice date. For purposes of these Terms and Conditions, "undisputed" means Licensee has no reasonable objection to a Licensor's invoice and has not given Licensor notice of dispute within 15 days from Licensee's receipt of such invoice. Any invoice not disputed within such 15-day period shall be considered undisputed.

6.5. In addition to the Support Charges, Licensee agrees to pay time and material charges, plus reasonable travel, lodging, meal expenses or any other expenses, for any extended technical support beyond the scope of the applicable Support Services, as further detailed in the then-current Guide(s). Such additional expenses shall include, but not be limited to, technical support for on-site service or attending to a problem caused by incorrect Licensee data, incorrect Licensee usage, Licensee modifications to the Software and/or any cause external to the System.

6.6. Licensee agrees to pay a monthly late payment charge computed at the rate of one and one-half percent (1.5%), or the maximum interest rate permitted by applicable law, whichever is less, on any past-due amount for each calendar month (or fraction thereof) that such payment is overdue and all costs of Licensor collection efforts including reasonable attorney's fees.

6.7. Upon termination as provided herein, Licensee shall have thirty (30) days from Licensor's invoice date to pay any amounts due and payable to Licensor up to, and including, the date of termination. Licensee's obligations to pay amounts owed shall survive termination.

6.8. Should Licensee wish to reinstate terminated Support Services, the Support Services may be reinstated by paying Licensor an amount equal to one and one-half (1-1/2) times the elapsed Support Charges or by relicensing the Software at Licensor's then-current license fee.

7. Warranty and Limitation of Liability

7.1. Licensor represents and warrants that Support Services will be performed in a competent and diligent manner.

7.2. Licensor is not liable for and is not required to perform Support Services with respect to problems caused by third party products not provided by Licensor, any cause external to the System or any Software that has been altered or modified by anyone other than Licensor.

7.3. This Section 7 sets forth the exclusive remedies for all claims based on failure of or defect in the Support Services, whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence/extracontractual liability, strict liability or otherwise). The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

7.4. The total liability of Licensor, on all claims of any kind (excluding claims for death or bodily injury), whether in contract, warranty, indemnity, tort (including negligence/extracontractual liability, strict liability, or otherwise, arising out of or relating to the subject matter hereof, shall not exceed the Support Charges paid for the then-current annual term.

7.5. In no event, whether as a result of breach of contract, warranty, tort (including negligence/extracontractual liability, strict liability, indemnity, or otherwise, shall Licensor be liable for loss of profits or revenues, loss of use of products or services, interruption of business, cost of capital, or for any special, consequential, incidental, indirect, punitive, or exemplary damages.

7.6. For the purposes of this Section 7, the term "Licensor" shall mean Licensor, its affiliates, and their successors or assigns.

8. Confidentiality

8.1. In connection with the Support Services, Licensor and Licensee (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" as used herein means (a) all pricing information, (b) all terms for Support Services, and (c) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure or, within 10 days after oral disclosure, by label, stamp, or other written communication. The obligations of this Section 8 shall not apply as to any portion of Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives, or its affiliates; (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed

by order of a competent court or governmental agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

8.2. The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Support Services and/or permitted use(s) of Software, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees or agents who have a need to know in order to perform its obligations hereunder and/or use the Software. The Receiving Party agrees to advise any recipient of such Confidential Information of the terms and conditions of this Section and to take reasonable steps to ensure compliance.

8.3. If either party or any of its affiliates or representatives is required by legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt notice, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or waive the Receiving Party's compliance with the provisions of this Section 8.

8.4. Nothing herein shall be construed as granting to the Receiving Party any license under any invention, patent, trademark, or copyright now or hereinafter owned or controlled by the Disclosing Party.

8.5. Licensee shall not disclose Confidential Information to Licensor in connection with performance hereunder unless it is required to do so to enable Licensor to perform work hereunder. If Licensee does disclose Confidential Information, Licensee warrants that it has the right to disclose such information, and Licensee shall indemnify and hold Licensor harmless against any claims or damages resulting from improper disclosure by Licensee.

9. Notices

All notices under these Terms and Conditions shall be effective when sent by overnight courier or certified government mail, postage prepaid, to the Parties at the addresses set forth below. Either Party may change its address by giving written notice of such change of address to the other Party.

For Licensor:

For Licensee:

10. Multiple Attachments; Entire Agreement

10.1. Licensee's acceptance of the quotation indicates acceptance of the provisions herein and in any appended attachments and/or exhibits.

10.2. The provisions of this these Terms and Conditions, plus its attachments and exhibits and the quotation, constitute the entire agreement and supersede all prior agreements, whether oral or written, related to the Support Services. No amendment or modification of any provision of these Terms and Conditions will be effective unless such is in writing and is executed by both Parties hereto.

11. Headings; Counterparts

Headings of particular Sections are inserted only for convenience and are not to be used to define, limit, or construe the scope of any term or provision of these Terms and Conditions.

12. Precedence of Terms and Conditions

Notwithstanding the content of any Licensee purchase order or any other document or records, whether in writing or electronic, relating to the subject matter hereof, the terms of these Terms and Conditions shall

govern and take precedence; any conflicting, inconsistent, or additional terms contained in such other documents shall be null and void.

13. Survival

Any and all provisions or obligations contained in these Terms and Conditions or its attachments which by their nature or effect are required or intended to be observed, kept, or performed after termination of Support Services will survive such termination and will remain binding upon and for the benefit of the parties and their permitted successors (including, without limitation, successors by merger) including, but not limited to, those provisions and obligations relating to confidentiality and protection of Licensor's intellectual property rights.

14. Independent Contractor

Both parties are acting as independent contractors. Personnel supplied by either party hereunder are not personnel or agents of the other. Each party will remain responsible for the withholding and payment of all federal state, and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) attributable to that Party, its employees, and its contractors.

15. Parties Bound By Agreement, Successors and Assigns

15.1. The delegation or assignment by Licensee of any or all of its duties or rights hereunder without Licensor's prior written consent shall be void, provided Licensee may assign this agreement in whole or in part to any direct or indirect affiliate or subsidiary or any successor in interest through merger or consolidation without the Licensor's written consent, provided that Licensee provides written notice to Licensor of any assignment prior to such assignment.

15.2. Licensor may assign or novate its rights and obligations hereunder, in part or in whole, to any entity directly or indirectly controlling, controlled by, or under common control with Licensor without Licensee's consent. Licensee agrees to execute such documents as may be necessary to effect the assignment or novation.

16. Excusable Events

Licensor shall not be liable nor in breach or default of its obligations hereunder to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance.

17. Data Privacy

Licensee and Licensor shall comply with data protection laws applicable to their respective processing of Personal Data hereunder.

If Licensor receives access to Licensee's Personal Data as used by the Software in connection with its performance of the Support Services, Licensor shall take commercially reasonable appropriate technical and organisational measures required under applicable law. With respect to such Licensee's Personal Data, the Parties agree that the Licensee is the data controller and Licensor is the data processor. Licensor will use such Licensee's Personal Data for the sole purpose of the performance of the Support Services, under the instructions of the Licensee.

18. Feedback

Licensee may voluntarily, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Licensor with respect to the System (collectively, "Feedback"). Licensor will be free to use, disclose, reproduce, license or otherwise distribute and exploit all Feedback as it sees fit, without obligation or restriction based on intellectual property rights, confidentiality or otherwise. Licensee will not give any Feedback that is subject to license terms or restrictions that

purport to require any Software, Hardware, Documentation, service or product incorporating or derived from such Feedback, or any Licensor intellectual property, to be licensed or otherwise shared with Licensee or any third party. For the avoidance of doubt, this paragraph does not grant to Licensor any intellectual property rights in Licensee's pre-existing technology.

19. General Terms

19.1. Licensee agrees that Licensor may create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information, that is gathered periodically to facilitate the provision of software, products, support, consulting, training and other services to the Licensee, and to verify compliance with the terms of this Agreement. GE and its affiliates may use such information to provide, develop or improve their software, products or services. Any data populated in the Licensee's software database belong to Licensee.

19.2. Any dispute involving a Licensee having its pertinent place of business outside the U.S. and arising out of or in connection with Support Services, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1) unless the amount in dispute exceeds the equivalent of one million U.S. dollars (\$1,000,000), in which event it shall be three (3). When three (3) arbitrators are involved, each party shall have the right to nominate an arbitrator, and the Chairman shall be appointed by the LCIA Court. None of the arbitrators may be a national or resident of the countries in which either party is organized or has its principal place of business. The seat, or legal place, of arbitration shall be London, England. The arbitration shall be conducted in the English language. In reaching their decision, the arbitrator shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found herein, shall apply the governing law as described in Section 17.3. The decision of the arbitrator shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of such decision.

19.3. Any claim, legal action or proceeding involving a Licensee having its pertinent place of business in the U.S. arising out of or in connection with Support Services, shall be brought in the U.S. District Court for the Northern District of Georgia, or in the event that court lacks jurisdiction to hear the claim, in the appropriate state courts of Cobb County, Georgia, and the parties irrevocably consent to the exclusive jurisdiction of such

courts in respect of all such claims. Each party hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its respective person and property, and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to the party or by the mailing thereof by registered or certified mail, postage prepaid to the other party at the address for the party.

19.4. The validity, performance and all matters relating to the interpretation and effect of these Terms and Conditions and Support Services shall be construed and interpreted in accordance with the laws of (i) the State of New York, U.S. if Licensee has its pertinent place of business in the U.S. or (ii) England and Wales if Licensee has its pertinent place of business outside of the U.S., excluding its rules on the conflict or choice of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

19.5. If any provision of these Terms and Conditions is found to be void or unenforceable the remainder of these Terms and Conditions shall not be affected and the parties hereby agree that they will replace any such void or unenforceable provision with a new provision that achieves substantially the same practical or economic effect and which is valid and enforceable.

19.6. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of these Terms and Conditions.

19.7. Any additional or different terms proposed by Licensee are expressly objected to and will not be binding upon Licensor unless agreed to in writing by Licensor. Any order to perform Support Services and Licensor's performance of any Support Services shall constitute assent to these Terms and Conditions.

Licensee

By _____

Name: _____

Title: _____

Date: _____

Licensor:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1 – SUPPORT CHARGES/TERM

[INSERT APPLICABLE SUPPORT CHARGES/TERM ATTACHMENT]

ATTACHMENT 2 - SUPPORTED SOFTWARE AND HARDWARE

[INSERT LIST OF SUPPORTED SOFTWARE AND HARDWARE]

ATTACHMENT 3 - GUIDE

INSERT APPLICABLE SUPPORT GUIDE(S) or Service Description

Appendix B: Terms and Conditions for Sale of Products and Services, Form EM 104 (Grid Solutions)

Terms and Conditions for Sale of Products and Services
Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment

charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a nonexclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or

retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of

\$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses,

environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Cobb County, Georgia or the location of Buyer's principal place of business; or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 and/or the nuclear use restrictions set forth in Section 19.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 16.2.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a nonexclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form ES 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

Įkainių perskaičiavimo sąlygos	Conditions for Recalculation of the Price Rates
<p>Įkainiai Sutarties galiojimo laikotarpiu bus perskaičiuojami(a) tokiomis sąlygomis:</p> <ol style="list-style-type: none"> 1. Pirmas perskaičiavimas vykdomas ne anksčiau kaip po 12 (dvylikos) mėnesių nuo Sutarties įsigaliojimo. 2. Įkainiai Sutarties galiojimo laikotarpiu galės būti perskaičiuojami ir keičiami ne dažniau kaip vieną kartą per 12 (dvylikos) mėnesių laikotarpį. 3. Perskaičiavimas atliekamas nustatytu periodiškumu, praėjus 12 (dvylikai) mėnesių nuo Sutarties įsigaliojimo (perskaičiavimas atliekamas bet kurią 12 (dvylikto) mėnesio dieną arba praėjus 12 (dvylikai) mėnesių (perskaičiavimas atliekamas bet kurią 12 (dvylikto) mėnesio dieną) nuo paskutinio perskaičiavimo dienos, esant toliau nustatytoms aplinkybėms: 3.1. jeigu pagal Lietuvos Respublikos statistikos departamento duomenis Lietuvos Respublikos Metinė infliacija pasiekia 7 ar daugiau procentų arba Metinė defliacija pasiekia -7 ar mažiau procentų ribą (duomenų šaltinis - http://www.stat.gov.lt); 3.2. Įkainių perskaičiavimą inicijuojanti Šalis turi informuoti kitą Šalį raštu apie pageidavimą perskaičiuoti įkainius. 4. Įkainiai perskaičiuojami pagal žemiau pateiktą formulę: $C_{pn} = S_n \times (1 + (I - X) / 100)$ <p>C_{pn} – perskaičiuotas Paslaugoms / Prekėms taikomas įkainis</p> <p>S_n – Sutartyje numatytas Paslaugoms / Prekėms taikomas įkainis</p> <p>I – infliacijos arba defliacijos dydis procentais;</p> <p>X – defliacijos atveju (-7), infliacijos atveju 7.</p> <ol style="list-style-type: none"> 5. Perskaičiuoti įkainiai įsigalioja nuo abiejų Šalių susitarimo dėl Sutarties pakeitimo pasirašymo dienos, jei pačiame susitarime nenumatyta kitaip. 6. Už Paslaugas / Prekes, suteiktas iki susitarimo dėl Įkainių perskaičiavimo pasirašymo dienos, Klientas apmoka taikant iki tol galiojusias (-us) įkainius, o už Paslaugas / Prekes suteiktas po susitarimo pasirašymo dienos, Tiekėjui bus apmokama taikant apskaičiuotus įkainius po perskaičiavimo. 	<p>The price rates shall be recalculated during the validity period of the Contract under the following conditions:</p> <ol style="list-style-type: none"> 1. The first recalculation shall be made no sooner than after 12 (twelve) months following the effective date of the Contract. 2. The price rates may be recalculated and changed once every period of 12 (twelve) months at most during the validity period of the Contract. 3. Recalculation shall be made at the established periodicity after 12 (twelve) months following the effective date of the Contract (recalculation shall be made on any day of the 12th (twelfth) month) or after 12 (twelve) months (recalculation shall be made on any day of the 12th (twelfth) month) following the most recent recalculation date in presence of the circumstances established below: 3.1. if the annual inflation of the Republic of Lithuania reaches 7 percent or more or the annual deflation reaches the limit of -7 percent or less in accordance with the data available to the Department of Statistics of the Republic of Lithuania (data source: http://www.stat.gov.lt); 3.2. the Party initiating recalculation of the price rates shall give a written notice to the other Party to inform about a wish to recalculate the price rates. 4. The price rates shall be recalculated in accordance with the formula given below: $C_{pn} = S_n \times (1 + (I - X) / 100)$ <p>C_{pn} – recalculated price rate applicable to the Services / Goods</p> <p>S_n – Price Rate established in the Contract applicable to the Services / Goods</p> <p>I – percentage of inflation or deflation;</p> <p>X – in case of deflation (-7), in case of inflation 7.</p> <ol style="list-style-type: none"> 5. The recalculated price rates shall come into effect from the signing date of the Agreement regarding amendment of the Contract by both Parties, unless established otherwise in the Agreement itself. 6. The Client shall pay for the Services / Goods provided prior to the signing date of the Agreement regarding Recalculation of the Price Rates by applying the price rates effective beforehand, whereas the Services / Goods provided after the signing date of the Agreement shall be paid for to the Supplier by applying the calculated price rates following the recalculation.