

PLATFORM SUBSCRIPTION

ORDER FORM

Pricing Expires: November 30, 2025

Licensee Shipping Information

Company Name: Lithuanian Research Library Consortium
Ship To Address: Sauletekio av. 14, Vilnius, LT-10223
Lithuania
Primary Contact:
Primary Email: @lmba.lt
Primary Phone: +370 615 87104

PitchBook Contact Information

info@pitchbook.com

Licensee Billing Information

Bill To Contact:
Bill To Email: @lmba.lt
Bill To Phone: +370 615 87104
Bill To Company: Lithuanian Research Library Consortium
Bill To Address: Saulėtekio av. 14 Vilnius, LT-10223 Lithuania

PitchBook Subscription Details

University Platform Subscription - Academic Users: (Up to 100)	USD 35,000.00
PitchBook Emerging Technology Research	Included
Morningstar Equity Research Access	Not Included
CRM PitchBook Plugin	Not Included
Annual Contract Value	USD 35,000.00
Year 1 Subtotal	USD 35,000.00
Grand Total Commitment	USD 35,000.00

Authorized Users are entitled to access the services listed as Included above. All prices are in USD. This is not an invoice. Licensee agrees to pay applicable invoiced taxes.

• Additional Faculty User: USD 2,500

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Terms

Subscription term

Start date: January 1, 2026

End date: December 31, 2026

Payment Schedule

Payment is due upon the start date of this order. No later than by 10 December 2025 PitchBook shall issue to the LMBA the first invoice in the amount indicated in Item 3, Annex 1 (THE TENDER) as payable for the year 2026. If PitchBook fails to issue the invoice to LMBA at a fixed date, it shall be considered that PitchBook has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as terminated. In such case PitchBook shall lose his right to the reimbursement of any losses.

Payment Terms

Net Payment Terms:

Licensee agrees to pay PitchBook in accordance with the above payment schedule with the following terms: Net 60 from receiving a valid invoice.

Payment Method:

Licensee agrees to pay PitchBook via Wire.

Invoice Delivery Method:

An invoice will be sent by email to @lmba.lt.

Purchase Order Information:

Please check the box that applies:

By checking this box, I confirm a Purchase Order IS required.

By checking this box, I confirm a Purchase Order is NOT required.

By checking this box, I confirm a Purchase Order IS required, but not yet available. I agree to provide a Purchase Order Number within 10 business days.

License Agreement

By executing this order form, the parties agree to the terms of PitchBook's content license agreement, which can be found at <https://pitchbook.com/content-license-agreement>.

A Word or PDF version of this agreement can be provided upon request. If the parties mutually sign a content license agreement in connection with the execution of this order, the attached signed content license agreement will apply, instead of the content license agreement linked above.

Limits

Academic User:

- Academic Users may not print, download, or export more than 10 rows per day or 25 rows per month of deal, fund, people, or entity data.

Faculty User:

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- Licensee may not use printing and downloading rights to compile a quantity of data that has significant commercial value.

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- Licensee represents that all of its Authorized Users are sophisticated professionals who are able to assess the merits of PitchBook, their own information needs, and the adequacy of the information provided to them.
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- In case of contradiction between the Order Form, Terms, License Agreement and Tender, the Tender shall prevail.
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- PitchBook shall issue only an electronic invoice to the Licensee. PitchBook may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via SABIS informational system (<https://sabis.nbfc.lt/>) if functionality for foreign suppliers to issue invoices in English will be available. Licensee accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between the Licensee and PitchBook using SABIS.”
- Section 4.3.2 is replaced by this: “Licensee may not use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology to systematically access, acquire, copy, slow, or monitor any portion of the Content or Services.”
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- Section 8.2 is supplemented with: “Licensee will publish the tender, the licence and modifications to it, except for the information that PitchBook indicated in the tender as confidential and personal information, in the Central Public Procurement Information System (CVP IS).”
- Section 20 is supplemented with: “The parties acknowledge that any amendments to this Agreement shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.”
- Section 22 is supplemented with: “Law on Public Procurement of the Republic of Lithuania and legal regulations are to be applied.”
- Section 29: “The Parties undertake to process personal data only under the conditions specified in this Agreement, in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free

movement of such data, and repealing Directive 95/46/EC, the Law on Legal Protection of Personal Data of the Republic of Lithuania, and other legal acts governing the processing and protection of personal data.”

** Signature page follows **

By signing below, each party agrees, that it has read, understood, and agreed to all the terms of the content license agreement and this order form.

Licensee

PitchBook Data, Inc

Signature

Signature

Name

Name

LMBA President

Director, EMEA Account Management, Small Me

Title

Title

24/11/2025

24/11/2025

Date

Date

CONTENT LICENSE AGREEMENT

This Content License Agreement (this “Agreement”) is agreed to by PitchBook Data, Inc., (“PitchBook”), and the licensee identified in the signature block below (“Licensee”).

1. License

1.1. Content License & Order Form

PitchBook agrees to deliver the data detailed in an order form between Licensee and PitchBook (“Order Form”) to Licensee through the method identified in the Order Form. For the purposes of this Agreement, “Content” means the information delivered to Licensee in connection with the Order Form. PitchBook grants Licensee a limited license during the term described in an Order Form to access the Services and use the Content as permitted in Section 3 and as may be additionally permitted by an Order Form. To the extent there is a conflict between any terms of this Agreement and the terms of an Order Form, the terms of the Order Form will control.

1.2. Services

For the purposes of this Agreement, “Services” means the delivery of the Content and any provision by PitchBook of technology used to access the Content. PitchBook may modify the Services or Content at any time, provided that no such modifications materially degrade the Services.

1.3. Affiliates

The parties’ affiliates may agree to the terms of this Agreement by executing a mutually agreed Order Form that references this Agreement. If the licensor entity is an entity other than PitchBook Data, Inc., Licensee agrees that PitchBook Data, Inc. may enforce the rights of the PitchBook licensor entity identified on the Order Form with respect to that Order Form. If different Licensee affiliates execute different Order Forms under this Agreement, only the Licensee entity that executed an Order Form will be liable for the Licensee activity associated with that specific Order Form.

2. Authorized Users

An “Authorized User” is an employee of Licensee who is a natural person, who works within the organization listed on an Order Form, and who is designated by Licensee as an Authorized User under this Agreement. Except as otherwise agreed in this Agreement or an Order Form, only Authorized Users may view or access Content. All Authorized Users must only access the Services using SSO or their individual email address at Licensee’s Internet domain and only use the Content and Services on behalf of Licensee. Seats licensed for Authorized Users may be reassigned once per quarter if the seat is being assigned to a new employee or an employee taking on a new role. Licensee is responsible for all use of the Content or Services by any

Authorized User. Licensee must promptly notify PitchBook in writing if Licensee is aware of any unauthorized access or use of the Content or Services.

3. Allowed Usage

3.1. Use for Internal Business Operations

Subject to Section 4, the Services and Content may only be used for Licensee's internal business operations. An Authorized User may view, download, and manipulate the Content for Licensee's internal business operations.

3.2. Use of Content in Work Product

3.2.1. Definitions

"Work Product" means presentations, reports, or other documents or communications prepared by Licensee in accordance with this Agreement that contain Raw Data or Derived Data, as defined in this Agreement.

"Derived Data" means data that: (A) is created by an Authorized User; (B) contains Content as one or more inputs; (C) is sufficiently transformed so that any Content on which the data is based cannot be readily understood, reverse engineered, disassembled, or decompiled by someone reasonably knowledgeable about financial services or reasonably skilled in financial services software applications; and (D) is created in accordance with this Agreement.

"Aggregated Content" is Derived Data that does not contain data inputs from sources other than the Content.

"Raw Data" means unaltered data points from the Content.

3.2.2. Permitted Use of Raw Data in Work Product

Authorized Users may incorporate Raw Data into Work Product so long as (A) the quantity of Raw Data incorporated into the Work Product has no material independent commercial value; (B) any Raw Data incorporated into the Work Product accurately reflects the Content; (C) the Work Product is issued in Licensee's name, and not on behalf of a third party; and (D) Licensee uses commercially reasonable efforts to comply with PitchBook's citation guidelines available at: <https://pitchbook.com/citation-guidelines>.

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Licensee may not use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology to systematically access, acquire, copy, slow, or monitor any portion of the Content or Services. If Licensee intentionally collects Content from the Services in violation of this Section 4.3.2, Licensee will promptly, upon receipt of an invoice, delete such collected Content and pay 150% of the then-market-value of the Content.

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Licensee may not violate the security of the Services or attempt to gain unauthorized access to PitchBook's systems. Authorized Users may not disclose log-in credentials or passwords to the Services to anyone.

4.5. No Violations of Third-Party Intellectual Property

Licensee may not use the Services or Content in a manner that infringes or violates the intellectual property or proprietary rights of PitchBook or any third-party, including, without limitation, the rights of privacy or publicity. Licensee must not remove or obscure the copyright, trademark, service mark, or other notices contained in the Services or Content.

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Except as explicitly permitted through an Order Form, Licensee may not input any Content into a customer relationship management application or other database.

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Except as explicitly permitted in an Order Form, Licensee may not use the Content in conjunction with any machine learning, neural network, deep learning, predictive analytics, or other artificial intelligence.
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Licensee may not use the Services or Content in any manner that is unlawful.
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Unless Licensee is an accredited investor, Licensee will not access fund prior performance data. Licensee represents to PitchBook that Licensee is an accredited investor under SEC Rule 501. Licensee will promptly notify PitchBook if Licensee ceases to qualify as an accredited investor under Rule 501. If Licensee uses the Services to access any fund's prior performance data, Licensee will not, within 30 days of the Effective Date, purchase securities from an investment fund that has prior performance data on PitchBook unless: (a) Licensee has previously invested in or been solicited by that fund; (b) Licensee had a substantive pre-existing relationship (as defined in C&DI Question 256.31 and C&DI Question 256.29) with that fund prior to purchasing that fund's securities; or (c) Licensee is actively considering an investment in that fund prior to the Effective Date.
- 4.11. **No Use for Credit or Employment Eligibility**
Licensee may not use the Content as a factor in establishing an individual's eligibility for employment, or for credit or insurance to be used primarily for personal, family, or household purposes.
- 4.12. **Professional Conduct**
Each party must treat the other party's employees with a reasonable level of cordiality and professionalism.

5. Payment

- 5.1. **Fees**
Licensee will pay PitchBook the fees ("Fees") agreed in each Order Form. If Licensee breaches any Order Form or Agreement with PitchBook, PitchBook may suspend Licensee's access to the Services and any unpaid Fees will be due immediately.

5.2. Taxes

Licensee will pay any taxes applicable to the Fees other than those taxes based on PitchBook's net income. Licensee will make all payments to PitchBook without reduction for any withholding taxes. Any withholding taxes will be Licensee's sole responsibility and Licensee will provide evidence of Licensee's payment of any such withholding taxes to PitchBook upon PitchBook's request.

5.3. Fees for Subsequent Terms

Unless otherwise provided in the Order Form, the fees listed in an Order Form are valid only for the term corresponding to the Order Form. PitchBook may change the Fees for any renewal term upon notice to Licensee no later than 45 days prior to the end of the current term. Upon automatic renewal, Fees will be the higher of: (A) the fees for the prior year; (B) the most recent fees for the concluding term, annualized; or (C) the amount of the increased Fees communicated to Licensee in accordance with this Section 5.3.

6. Upload and Personalization Features

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7. Term & Termination

7.1. Term of This Agreement

This Agreement will remain in effect unless terminated in accordance with Section 7.3. In addition, if PitchBook allows Licensee to continue to access the Services even though an Order Form has expired or been terminated, this Agreement will continue to govern the Licensee's access to the Services.

7.2. Term of Order Forms

Order Forms will remain in effect for the duration of the term provided in the relevant Order Form, and Order Forms will automatically renew for additional one-year terms unless written notice of a party's decision to opt out of such auto renewal is provided 30 days in advance of the conclusion of the current term. The term under any Order Form, together with any renewal terms, is collectively referred to as the "Term".

7.3. Termination

7.3.1. Upon Conclusion of Order Form Term

This Agreement will terminate effective as of the conclusion of all outstanding Order Forms. Neither party may terminate the services to be provided under an Order Form for convenience.

7.3.2. For Breach

Either party may terminate this Agreement and any Order Form if the other party materially breaches its obligations under this Agreement, or an Order Form, and does not cure such breach within 30 days of receiving a written notice specifying the breach.

7.3.3. For Bankruptcy

Either party may terminate upon written notice if the other party files for bankruptcy, makes an assignment for the benefit of creditors, has a receiver appointed, or becomes insolvent.

7.4. Effect of Termination of Services

Upon termination of the Services being provided under an Order Form:

- (A) The license granted in Section 1 of this Agreement terminates with respect to the Services and Content associated with such Order Form;
- (B) Licensee must immediately stop accessing, using, and storing such Content and Services;
- (C) Licensee must take commercially reasonable efforts to promptly expunge the Content from its possession; and
- (D) Despite parts (B) and (C) above, (1) Licensee may continue using Work Product created during the Term in accordance with this Agreement; and (2) Licensee may retain Content as reasonably needed for archival or regulatory purposes so long as no continued use is made of the Content.

7.5. Effect of Termination of this Agreement

Sections 1.3, 3-5, 7-12, 14-17, and 20-24 will survive the expiration or termination of this Agreement.

8. Confidential Information

8.1. Confidential Information Defined

"Confidential Information" means commercially sensitive or valuable information that is disclosed by PitchBook to Licensee or disclosed by Licensee to PitchBook in the course of entering into or performing this Agreement.

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Information is excluded from the definition of “Confidential Information” if it is: (A) already in the public domain; (B) lawfully obtained from a third party; (C) lawfully known to the receiving party prior to the disclosure by the other party; (D) independently developed by the receiving party without reference to the other party’s Confidential Information; or (E) information disclosed by Licensee to PitchBook for the purpose of publishing data for third parties to view on the PitchBook platform.
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PitchBook and Licensee will not use or disclose the Confidential Information disclosed by the other party except (A) as expressly permitted by this Agreement; (B) as reasonably needed by PitchBook to perform its obligations under this Agreement or improve its services—however, PitchBook may not disclose Confidential Information in any product or services it provides to its clients; (C) either party may disclose Confidential Information as reasonably needed to enforce its rights under this Agreement; and (D) either party may disclose Confidential Information if required to do so by a subpoena or court order. If a party is obligated to disclose Confidential Information by a subpoena or court order, such party will promptly notify the other party of such pending disclosure in sufficient detail so that the disclosure may be objected to or that remedial actions may be taken.
- 8.4. Care of Confidential Information
PitchBook and Licensee will each protect Confidential Information disclosed by the other party from unauthorized disclosure with the same degree of care as it uses with respect to its own Confidential Information, but in no event less than a reasonable degree of care.
- 8.5. Whistleblower Disclosure
Nothing in this Agreement prevents either party from (A) making a Whistleblower Disclosure, or (B) cooperating in any manner with a government or regulatory agency in connection with a Whistleblower Disclosure or a potential Whistleblower Disclosure. Additionally, neither party is required by this Agreement to provide the other with any notice related to Whistleblower Disclosures. “Whistleblower Disclosure” means a communication to relevant government or regulatory entities that contains information reasonably believed to be related to a violation of law or regulation.

9. Representations & Warranties

- 9.1. Licensee’s Representations and Warranties
Licensee represents and warrants to PitchBook that Licensee has the necessary authority to enter into and perform its obligations under this Agreement and that this Agreement has been duly authorized and executed by Licensee. If Licensee provides any

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9.2. General Disclaimer of Warranties

The Services and Content are provided to Licensee on an “As-Is” and “As Available” basis. Except as expressly stated in this Agreement, there are no representations or warranties about the nature or quality of the Content or the Services. PitchBook has not and cannot make any guarantee that the Content is an accurate reflection of real-world facts.

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10. Indemnification

10.1. Licensee’s Promise to Indemnify

Licensee will defend and indemnify PitchBook from any third-party claims, costs, reasonable attorneys’ fees, damages, or other liabilities that arise out of Licensee’s unauthorized use or disclosure of the Content or Services. For the purposes of this Section 10.1, “PitchBook” includes any directors, officers, employees, or agents of PitchBook.

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PitchBook will (A) promptly notify Licensee of any claim that would trigger the indemnification obligation in Section 10.1, (B) assist Licensee, at Licensee’s expense, in the defense and settlement of the claim, and (C) refrain from settling the claim without Licensee’s prior written consent so long as Licensee doesn’t unreasonably withhold or delay such consent. PitchBook can select its legal representation for defense of the claim.

11. Limitation of Liability

11.1. No Liability for Fault with Content

Except as expressly agreed otherwise in this Agreement, (A) the Content and the Services are provided “as-is” and “as available,” and (B) PitchBook will not be liable

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11.2. Categorical Limitation on Damages

Except for Licensee's gross negligence, willful misconduct, or indemnification obligations under this Agreement, under no circumstances will either party be liable for any indirect, incidental, special punitive, exemplary, or consequential damages with respect to this Agreement. This categorical limitation on damages applies even if such damages could have been foreseen or prevented.

11.3. Limitation on Liability

Except for Licensee's gross negligence, willful misconduct, or indemnification obligations under this Agreement, under no circumstances will either party be liable to the other party in excess of the amount actually paid or payable by Licensee to PitchBook under this Agreement within the 12 months preceding the liability-causing events.

12. Securities Matters

12.1. No Offer of Securities

The Services and Content are for informational purposes only. Nothing in the Content constitutes or should be construed as: (A) a solicitation or offering of any investment or securities or a recommendation to acquire or dispose of any investment or security; or (B) the provision of any financial, tax, legal, or other advice.

12.2. No Investment Advice

Nothing in the Services or Content will be deemed to constitute: (A) information that specifically addresses any specific individual's investment objectives, financial situation, or the particular needs of any specific person who may receive the Services or Content; (B) establishing an advisory relationship; or (C) a transaction in securities for the account of others.

12.3. Independence

None of PitchBook's directors, officers, employees, or agents (A) acts on behalf of any other entity in providing information in the Content, (B) is paid to market securities to investors, (C) participates in negotiations between an entity providing information in the Content and any investor, (D) handles any money or securities in transactions between investors and any entity providing information in the Content, or (E) assists any entity providing information in the Content with the completion of any securities transactions between such entity and an investor.

13. Links to Third-Party Sites

The Services or Content may contain links to other web sites ("Linked Sites"). The Linked Sites are not under PitchBook's control and PitchBook is not responsible for any Linked Sites.

PitchBook provides these links only as a convenience, and the inclusion of any link is not an endorsement by PitchBook or indication of any association with its operators.

14. Assignment

Neither party may assign its rights or obligations under this Agreement without the other party's written consent. Neither party may unreasonably withhold consent. Despite the previous two sentences, PitchBook may assign its rights to collect payment owed under this Agreement.

15. Waiver

For a party to waive its rights under this Agreement, such waiver must be in writing. Any waiver will be construed as narrowly as reasonably possible.

16. Notice

Notices required under this Agreement may be sent to the email or physical address included on the Order Form. All notices will be deemed received two days after the day on which they are physically sent, the day on which they are emailed, or the day on which the courier service estimates delivery, whichever is later. A party may update its contact information for notifications by sending a notice of the updated contact information to the other party in accordance with this Section.

17. Excuses for Failure to Perform

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is directly caused by unforeseeable events beyond the party's control.

18. Relationship of the Parties

Nothing in this Agreement will be construed to create a legal partnership or joint venture between the parties.

19. Entire Agreement

This Agreement together with the Order Form and the data processing agreement referenced in Section 28 below constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any prior agreement between the parties with respect to the subject matter of this Agreement. Any Licensee terms provided to PitchBook through Licensee's purchase order or web portal are of no force as between PitchBook and Licensee.

20. Amendment

This Agreement may be amended only in a writing signed by an authorized representative of both parties.

21. **Waiver of Class Action**

Except as otherwise specifically prohibited by applicable law, all disputes arising from or related to this Agreement will be adjudicated on an individual basis and not in a class or representative action or as a member of a class, mass, consolidated or representative action, irrespective of the forum in which such disputes are heard. Licensee will not join any of its claims related to this Agreement with the claim or claims of any other person or entity.
22. **Choice of Law**

This Agreement will be construed and enforced in accordance with the laws of the State of Washington, without reference to its choice of law principles.
23. **Jurisdiction & Venue**

The parties will resolve any disputes related to this Agreement in the state or federal courts located in King County, Washington. Each party consents to the jurisdiction of these courts and irrevocably waives any objection to resolving a dispute related to this Agreement in these courts.
24. **Export Control Compliance**

Licensee agrees to comply with all relevant export and trade control laws, regulations, or requirements of the United States and other relevant jurisdictions, including, without limitation, the U.S. Export Administration Regulations (15 C.F.R Part 730 et seq.) and U.S. economic sanctions and embargoes (codified in 31 C.F.R Chapter V). Without limiting the general nature of the previous sentence, Licensee agrees to comply with all relevant laws governing Licensee's purchase, receipt, use, disclosure, or re-export of any goods (including any hardware, software or technology) provided to it under this Agreement.
25. **Attorney Fees and Costs**

If a party initiates a legal proceeding to enforce the terms of this Agreement or any Order Form, the substantially prevailing party will be entitled to an award of its attorney fees and costs.
26. **Recognition**

PitchBook may use Licensee's name and logo on PitchBook promotional materials to identify Licensee as a client of PitchBook.
27. **Content Specific Terms**
 - 27.1. **Ratings**

Subscriber must not use ratings or Work Product derived from ratings to sell securities to retail investors.
 - 27.2. **Benchmarks**

Licensee agrees not to use any Content in any way that constitutes "use of a benchmark" under the Benchmarks Regulation. "Benchmarks Regulation" means

Regulation 2016/1011 of the European Parliament and of the Council as amended or superseded from time to time (the “EU Benchmarks Regulation”), and, in respect of UK, as the EU Benchmarks Regulation was retained in the UK law after 31 December 2020.

27.3. Index Data

Use of the levels and constituents data for the leveraged loan indexes, i.e., performance, holdings, and weights (“Index Data”), outside of lcdcomps.com, pitchbook.com, or other applications provided by PitchBook in connection with the Services, requires a direct license from Morningstar. Authorized Users are only permitted to view or receive the Index Data in the form in which it is provided or presented for internal informational purposes and may not redistribute, manipulate, or create derivations of Content from the Index Data unless separately licensed by Morningstar for such use.

27.4. Data Provider Pass Through Terms

Licensee acknowledges receiving the third-party terms available at pitchbook.com/lcd-third-party-terms.

27.5. LCD News Alerts

Authorized Users must not regularly, systematically, automatically, or otherwise frequently forward any credit news alerts to individuals who are not Authorized Users under this Agreement.

28. Data Security and Privacy

PitchBook will maintain reasonable physical and technical safeguards to prevent the unauthorized disclosure of or access to Licensee Data. PitchBook may suspend an Authorized User’s access if PitchBook reasonably determines that it needs to do so in order to maintain the security of the Services or Content. Where Licensee is the source of personally identifiable information of data subjects (“PII”), and the PII is provided to PitchBook for the purpose of entering into or performing this Agreement, the parties incorporate the data processing agreement, including the Standard Contractual Clauses and UK Addendum, available at pitchbook.com/dpa.

By signing below each party acknowledges that it has read, understood, and agreed to all the terms of this Agreement.

Licensee

PitchBook Data, Inc.

Signature

Signature

Name

Name

LMBA President

Title

24/11/2025

Date

Director, EMEA Account Management, Small Medium

Title

24/11/2025

Date



LITHUANIAN RESEARCH LIBRARY CONSORTIUM

CONTRACT DOCUMENTS OF THE SIMPLIFIED NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION FOR PROCUREMENT OF SUBSCRIPTION SERVICES TO THE ONLINE RESEARCH DATABASE *PITCHBOOK*

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2. REVISION OF THE CONTRACT DOCUMENTS
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5. EXAMINATION OF THE TENDER AND NEGOTIATIONS
6. TERMS AND CONDITIONS OF THE LICENCE AGREEMENT

ANNEXES:

1. Form of the Tender;
2. Specification of the Procurement Object;
3. Form of the Supplier's Declaration (sanctions).

1. GENERAL PROVISIONS

1.1 The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to acquire the procurement object indicated in Item 1.2 herein, the online access to the Licensed Materials of *PitchBook* (hereinafter – the Licensed Materials).

1.2. The procurement object shall be the services of subscription to the licensed materials of the online research database (databases) (hereinafter – the Licensed Materials) for the authorised users of the LMBA authorised institutions. Detailed requirements to the procurement object are provided in Annex 2 of these Contract Documents *The Specification of the Procurement Object*. The procurement object shall not be divided into separate Lots.

1.3. The procurement procedure shall be carried out in accordance with the Law on Public Procurement of the Republic of Lithuania (hereinafter – the Law on Public Procurement), the Civil Code of the Republic of Lithuania, other legal acts regulating public procurement procedures, and these Contract Documents.

1.4. The procurement procedure shall be performed in line with the principles of equal treatment, non-discrimination, transparency, mutual recognition and proportionality, the requirements of confidentiality and impartiality.

1.5. The LMBA shall not reimburse the Supplier's costs incurred in relation to its participation

in the negotiated procedure.

1.6. The LMBA is not a VAT payer and no VAT code has been allocated to it.

1.7. The procurement procedure shall be conducted by the instruments available at the Central Portal of Public Procurement (CVP IS) at <https://viesiejipirkimai.lt>. Only those Suppliers which are registered at the CVP IS shall be allowed to take part in the procurement procedure. Any information, clarification of the Contract Documents or any other correspondence between the Contracting Authority and the Supplier shall be exchanged by the CVP IS instruments.

1.8. The contact information of the representatives of the Contracting Authority who are authorised to maintain direct contacts with the Suppliers: _____, phone +370 698 88192, e-mail _____@amb.lt, or _____, tel. +370 663 58544, e-mail lmba@lmba.lt.

1.9. All disputes shall be resolved in accordance with the procedure set forth in Chapter VII of the Law on Public Procurement.

2. REVISION OF THE CONTRACT DOCUMENTS

2.1. The Contract Documents may be clarified, supplemented and revised at the initiative of the Suppliers by addressing the Contracting Authority by the CVP IS messaging instruments no later than 2 days prior to the deadline for the Tender submission. The Contracting Authority shall have the right to clarify, supplement and revise the Contract Documents at its own initiative prior to the expiration of the deadline for the Tender submission.

3. PREPARATION AND SUBMISSION OF THE TENDER

3.1. The Tender shall be submitted exclusively by electronic tools, by using the Central Public Procurement Information System (CVP IS) at <https://viesiejipirkimai.lt>. The deadline for submitting the Tender shall be indicated in the CVP IS. The Tender shall be signed by the Chief Executive Officer of the company or by other authorised person either with an electronic signature, or with a manual signature and then scanned. The documents to be provided together with the Tender shall be either formed directly by using electronic tools, or submitted as digital copies of the respective documents (the documents to be confirmed with the manual signature shall be submitted as signed and scanned documents). The Tenders shall be analysed by the Public Procurement Commission of the LMBA without the presence of the Suppliers.

3.2. The Tender shall be executed in the Form provided in Annex 1 hereto. The price of the services indicated in the Tender shall cover all taxes and all costs of the Supplier to be incurred in providing the service. The VAT (if applicable) shall be indicated separately.

3.3. By submitting the Tender the Supplier shall consent to these Contract Documents and shall confirm that the information provided in its Tender is correct and includes everything what is necessary for the proper performance of the sales-purchase agreement.

3.4. The Tender shall be submitted, the correspondence shall be exchanged and the negotiations shall be carried out in the English language.

3.5. The Supplier may submit only one Tender. The Suppliers are not allowed to submit any alternative Tenders.

3.6. The Tender shall be valid for no less than 3 months from the date of its submission. If the deadline of the Tender validity has not been indicated in the Tender, it shall be considered that the Tender is valid for the time period indicated in the Contract Documents.

3.7. There are no particular requirements for the qualification of the Supplier.

3.8. In its Tender the Supplier shall specify what sub-suppliers he intends to use and for what particular part of the sales-purchase agreement he intends to do so (if applicable).

3.9. In the Tender the Suppliers shall indicate, what information provided in the Tender is confidential. If the Contracting Authority has any doubts regarding the confidentiality of the information provided in the Tender, it will request the Supplier to prove why the provided information is confidential. If the Supplier within 3 business days fails to provide such evidence or presents inappropriate evidence, such information shall be considered as not confidential. The information shall not be considered as confidential when:

3.9.1. it breaches the laws defining the requirements for the disclosure of information or the right to receive information as well as the secondary legislation for implementing these laws;

3.9.2. it breaches the requirements set forth in Articles 33, 58 and paragraph 9 of Article 86 of the Law on Public Procurement concerning the notification about the concluded sales-purchase agreement, provision of information to candidates and tenderers, the publication of the successful tenderer, the concluded sales-purchase agreement, the preliminary contract and the amendments of the contracts, including the price of the proposed goods, services and works, but excluding its constituent parts;

3.9.3. it was submitted in the justifying documents regarding the absence of the grounds for rejecting the Suppliers, excluding the information the disclosure thereof would breach the Supplier's commitments under the agreements with the third parties in the cases where this information is necessary to defend its legitimate interests;

3.9.4. it is the information about the invoked economic operators the capacity whereof is made use of by the Supplier, excluding the cases where this information is necessary to defend its legitimate interests.

3.10. The provisions of the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022 (Regulation) shall apply to the procurement. The supplier must submit with the tender a completed declaration of (non-)compliance with the provisions of the Regulation, which is set out in Annex 5 to the Contract Documents. In case of doubt as to the (un)conformity of the supplier with the provisions of the Regulation, the contracting authority will ask the potential successful tenderer to provide documents proving the correctness of the particulars given in the declaration.

3.11. If the contracting authority finds that the sub-supplier or the economic entity whose capacity is relied on by the supplier satisfies the restrictions laid down in Article 5 k of the Regulation, it will require the supplier to replace them with other entities that meet the requirements of the procurement conditions.

4. EXAMINATION OF THE TENDER AND THE NEGOTIATIONS

4.1. The Contracting Authority shall select the most economically beneficial Tender, complying with the conditions of the Technical Specification provided in Annex 2 of these Contract Documents, with regard to its price.

4.2. The prices quoted in the Tender shall be evaluated in EUR. If the prices of the Tender are quoted in foreign currency, they shall be recalculated into EUR based on the representative rate between EUR and the relevant foreign currency announced by the European Central Bank. In the cases when the European Central Bank has not announced the representative rate – based on the representative rate established and announced by the Bank of Lithuania on the last day of the Tender submission.

4.3. The final Tender shall be rejected when:

4.3.1. the quoted price is too high and unacceptable to the LMBA;

4.3.2. the Tender does not comply with the requirements set forth in the Contract Documents;

4.3.3. the Supplier has failed to correct arithmetic errors and/or to clarify the Tender during the time period set by the Contracting Authority;

4.3.4. the Supplier has failed to revise, supplement or provide the documents to be submitted together with the Tender as set forth in the Contract Documents;

4.3.5. the Supplier has failed to submit appropriate evidence justifying the quoted unreasonably low price;

4.3.6. if LMBA finds out that the unreasonably low price has been proposed due to the fact that the Supplier received financial aid from the state, and the Supplier during the time period set by the LMBA is not able to prove that the state aid was given legally. The LMBA shall inform the European Commission if the Tender has been rejected on these grounds.

4.3.7. the supplier does not comply with the requirements laid down in the Regulation;

4.4. The Supplier shall be immediately informed about the rejection of the Tender and the grounds for such rejection.

4.5. The LMBA, upon examining and verifying whether there are no grounds for eliminating the Tenderer which has submitted the most economically beneficial Tender and whether there are no grounds for rejecting the Tender, shall enter into negotiations with him and shall designate the successful Tender. The contracting authority is not obliged to request a final tender in the case of a single supplier participating in a negotiated procedure without prior publication.

4.6. The Supplier who has submitted the successful final Tender shall be invited to sign the Licence Agreement.

5. TERMS AND CONDITIONS OF THE LICENCE AGREEMENT

5.1. The Licence Agreement shall comply with the Supplier's Tender chosen for the contract award and the terms and conditions set forth in these Contract Documents.

5.2. The successful Tender and Annex 2 hereto *Specification of the Procurement Object* shall become an integral part of the Licence Agreement. When concluding the Licence Agreement, the price proposed by the successful Supplier as well as the procurement conditions laid down in the Contract Documents and the Tender shall not be adjusted.

5.3. During the period of validity of the Licence Agreement, its terms and conditions may be amended in writing according to the article 89 of the Law on Public Procurement of the Republic of Lithuania.

5.4. The price of the Licence Agreement shall be the price which has been quoted in the Tender of the successful Supplier, and it shall be paid by the LMBA within 60 days from the date of the invoice issued by the Supplier to the LMBA.

5.5. At the price quoted in the Licence Agreement the Supplier shall provide the LMBA with a non-exclusive licence for access to the Licensed Materials and their use, enabling the Authorised Users of the LMBA Authorised Institutions to use the Licensed Materials on the agreed conditions. The access to the Licensed Materials specified in Annex 2 hereto shall become available after coming into force of the Licence Agreement. The Licence Agreement shall come into force from the date indicated therein, and shall be valid till the completion of the contractual obligations.

5.6. The Licence Agreement shall be made in the English language. The Licence Agreement shall be signed with an electronic signature. The parties will perform the Licence Agreement by electronic means.

5.7. In the Licence Agreement the Supplier shall undertake to the Contracting Authority to inform the latter about changes in the sub-suppliers names, contact information and their representatives throughout the entire period of performing the Licence Agreement as well as about new sub-suppliers whom he intends to invoke at a later date.

5.8. The LMBA may unilaterally terminate the Licence Agreement when:

5.8.1. the Licence Agreement was amended by breaching the requirements of Item 6.3 of these Contract Documents;

5.8.2. it became known that the Supplier with whom the Licence Agreement was concluded,

should have been eliminated from the procurement procedure in accordance with Item 1, Annex 3 *Grounds for Rejecting the Suppliers* of these Contract Documents;

5.8.3. it became known that the Licence Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/ES that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union);

5.8.4. the circumstances referred to in Article 5 k of the Regulation occurred.

5.9. The LMBA shall notify the Supplier about the termination of the Agreement thirty days in advance. Upon termination of the Licence Agreement according to clause 6.8, the Supplier shall reimburse to the LMBA a pro rata proportion of the then remaining paid Fee for the unexpired period of the Licence Agreement.

5.10. The Supplier shall issue only an electronic invoice to the Contracting Authority. The Supplier may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via SABIS informational system (<https://sabis.nbfc.lt/>) if functionality for foreign suppliers to issue invoices in English will be available. The Contracting Authority accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between the Contracting Authority and the Supplier using SABIS.

5.11. No later than by 10 December 2025 the Supplier shall issue to the LMBA the first invoice in the amount indicated in Item 3, Annex 1 (FORM OF THE TENDER) as payable for the year 2026. If the Supplier fails to issue the invoice to LMBA at a fixed date, it shall be considered that the Supplier has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as terminated. In such case the Supplier shall lose his right to the reimbursement of any losses.

The Supplier shall submit other invoices on the dates agreed between the parties by email. If the submission of the invoice on the agreed deadlines is overdue, it shall be considered that the Supplier has refused to provide the service for that particular year and the Agreement shall be terminated. In such case the Supplier shall lose his right to the reimbursement of any losses.

ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE**

PITCHBOOK

22ND OCTOBER 2025

(Date)

London (Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	PitchBook Data, Inc
The name, surname and position of the person responsible for the availability of the access	
Phone	+44 20 4592 9384
E-mail	@pitchbook.com

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

No	Type of the service	Price in USD, VAT exclusive	Price in USD, VAT inclusive ¹
1	The services of subscription to the online research database <i>PitchBook</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2026 till 31 December 2026	\$35,000	\$35,000
1.1	Kaunas University of Technology		
	TOTAL:	\$35,000	\$35,000

Total price of the Tender, VAT inclusive – \$35,000 USD.

This amount includes all costs and all taxes, as well as the VAT which is equal \$0 USD.

The VAT rate is N/A.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026 \$35,000 USD (VAT inclusive),

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	
2.	THE SUPPLIER'S DECLARATION (sanctions)	

8. To perform the Agreement, we do not intend to invoke any sub-suppliers for this part of the Licence Agreement

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

* *To be completed only in the cases when the confidential information is being submitted.*

(Name, surname, position and signature of the Supplier or its authorised representative)

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE *PITCHBOOK***

I. Background information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *PitchBook* for the Authorised Users of the LMBA Authorised Institution listed in *Part III. Authorised Institution* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be _____, Manager of Databases:
E-mail: _____@lmba.lt; phone: +370 615 87104
Lithuanian Research Library Consortium
Saulėtekio av. 14
LT-10223 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institution (up to 100 users) shall have access to the Licensed Materials of the online research database *PitchBook*. *PitchBook* is a comprehensive financial data and analytics platform designed to support research, analysis, and decision-making across private and public capital markets. It provides access to detailed information on companies, deals, investors, funds, and market trends.
5. Authorised Users should be able to research:
 - ~6.8m companies globally: Venture-backed, private equity-backed, mature private, and public companies.
 - ~2.8m deals globally: M&A, IPOs, buyouts, PIPEs, bankruptcies, secondary transactions, and more.
 - ~585,000 investors globally: VC firms, PE firms, CVCs, strategic acquirers, family offices, foundations, and more.
 - ~150,000 funds globally: VC, PE, mezzanine, infrastructure, real estate, energy, and fund-of-funds.
 - ~56,000 limited partners globally: Pension funds, endowments, foundations, sovereign wealth funds, insurance companies, and family offices.

- ~113,000 service providers globally: Banks, Law firms, auditors, placement agents, valuation firms.
 - ~4.5m people globally: Founders, partners, directors, investment professionals.
6. PitchBook offers data filtering options that include:
 - Industry & Sector: Narrow results by verticals such as HealthTech, FinTech, SaaS, etc.
 - Deal Stage: Filter by pre-seed, seed, Series A/B+, growth, or pre-IPO rounds.
 - Geography: Target specific regions or countries (e.g., UK, DACH, North America).
 - Check Size / Deal Value: Specify investment ranges (e.g., €500K–€2M).
 - Investor Type: Select from VC firms, PE firms, family offices, corporates, etc.
 - Activity Recency: Sort by most recent deals, investments, or exits.
 - Backing Status: Identify companies with or without institutional backing.
 - Year Founded: Filter by company age or founding year.
 - Exit Type: Focus on IPOs, M&A, or secondary transactions.
 - Valuation Metrics: Filter by valuation step-ups, multiples, or capital invested.
 7. The Supplier will ensure to make its Services WCAG compliant. In the event an Authorized User is unable to make use of the Services, this Agreement will terminate and Licensee will receive a prorated refund for any prepaid Fees for the remainder of the Term.
 8. If competent authorities prohibit the use of the product, the license agreement shall be terminated. In such case, the Supplier shall reimburse the purchaser for the portion of the license fee paid, corresponding to the period during which access to the product was not provided.
 9. The Authorised Users of the LMBA Authorised Institution indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *PitchBook* from **1 January 2026 till 31 December 2026**, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Supplier shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
 10. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *PitchBook* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
 11. The Supplier will endeavor to notify the Manager of Databases by the e-mail indicated in Item 2 herein about any material changes in its services. A change materially degrading more than 10 percent of the Licensed Materials shall be considered material.

III. Authorised Institution

12. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *PitchBook* shall be given up to 100 users, and the IP addresses of 1 (one) Authorised Institution of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Kaunas University of	7401	K. Donelaičio g. 20,	193.219.32-36.*

	Technology		LT-44239 Kaunas, Lithuania	193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64- 193.219.170.71 VPN 193.219.170.80-95 VPN 193.219.171.0- 193.219.171.7 Wi-Fi 158.129.40-47.*
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13. Any of the IP addresses indicated in Item 12 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.

ANNEX 3
to the Contract Documents
THE SUPPLIER'S DECLARATION

PitchBook Data, Inc

(Name of the Supplier)

To the Lithuanian Research Library Consortium

THE SUPPLIER'S DECLARATION (sanctions)

22nd October 2025

(Date)

I declare under honour that there is no Russian involvement in the contract of the company I represent exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022. In particular I declare that:

(a) the contractor I represent (and the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;

(b) the contractor I represent (and the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;

(c) neither I nor the company I represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in point (a) or (b) above;

(d) there is no participation of over 10 % of the contract value of subcontractors, suppliers or entities whose capacities the contractor I represent relies on by entities listed in points (a) to (c).

I declare under honour that the Supplier is not a subject to restrictive measures, applied by Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended by Council Implementing Regulation (EU) 2022/581 of 8 April 2022.

I also declare and confirm that the Supplier is not subject to other international sanctions implemented in the Republic of Lithuania².

It is known to me that if the Contracting Authority finds out that the submitted data are misleading, the Supplier shall be eliminated from the procurement procedure.

Legal Assistant

(Signature)

(Name, surname, title)

² <https://www.urm.lt/sankcijos>