

**SERVICE SALE AND PURCHASE CONTRACT NO.
SPECIAL CONDITIONS OF THE CONTRACT**

Vilnius

LITGRID AB, represented by _____, acting in accordance with the power of attorney,
(hereinafter referred to as the **Buyer**),
and

UNICORN SYSTEMS A. S., represented by _____, acting in accordance with
company's Articles of Association (hereinafter referred to as the **Seller**),

based on the conditions of procurement of services of development and installation of the information system for management of energy balance and additional services, carried out in the manner of published negotiation, as well as on the tender submitted by the Seller and the results of procurement, concluded this sale and purchase contract (hereinafter referred to as the **Contract**). The Buyer and the Seller shall be collectively referred to as the **Parties** and each individually as the **Party**.

1. Subject of the contract	<p>1.1. The Seller undertakes to provide the Buyer with the services specified in the Seller's tender that meet the requirements of the Technical specification (hereinafter referred to as the Services), to the address specified in Technical specification and the Buyer undertakes to accept the provided Services and pay for them in accordance with the procedure and terms specified in the Contract;</p> <p>1.2 The Services include:</p> <p>1.2.1. services of development and installation of the information system (hereinafter referred to as the Information system) for management of energy balance and additional services</p> <p>1.2.2 Information system support services;</p> <p>1.2.3. Services of additional development of the Information System (hereinafter referred to and as the Services of additional development);</p> <p>1.2.4. Licences of the licenced software.</p>	
2. Contract price and payment procedure	<p>2.1. Method of calculating the contract price:</p> <p>2.1.1. fixed price with price revision. The terms of revision are set out in Clause 2.1.4 of the General Conditions of the Contract. A fixed price is paid for the services provided for in Clauses 1.2.2 and 1.2.4 of the Special Conditions of the Contract.</p> <p>2.1.2. fixed rate with rate revision. The terms of revision are set out in Clause 2.1.4 of the General Conditions of the Contract. A fixed rate is paid for the services provided for in Clauses 1.2.1 and 1.2.3 of the Special Conditions of the Contract.</p>	
	<p>2.2. The contract price, including all extensions, is the price provided in the Seller's tender:</p>	<p>1 649 380,00 Eur excl. VAT VAT not applicable</p>
	<p>2.3. The Buyer shall pay the Seller for:</p> <p>2.3.1. the services of development and installation of the Information System will be paid for the sprints executed in the last quarter, 85 % of their price paid no later than within 30 calendar days from the date of signing of the delivery and acceptance certificate of the executed sprints and receipt of the duly submitted invoice. The invoice and the delivery and acceptance certificate of the executed sprints for the last quarter must be submitted no later than the 10th working day of the current month. If the delivery and acceptance of completed sprints coincides with the delivery and acceptance of module (s), the completed sprints and module (s) shall be the delivered and accepted by the same the delivery and acceptance certificate.</p>	

	<p>2.3.1.1. The remaining 15 % of the price of the Phase I of services of development and installation the Information System (specified in Row 1 of Table 1 of the tender submitted by the Seller) will be paid no later than within 30 calendar days from the date of signing the delivery and acceptance certificate of the Phase I of services of development and installation the Information System and the date of receipt of the duly submitted invoice.</p> <p>2.3.1.2. The remaining 15 % of the price of the Phase II of services of development and installation the Information System (specified in Row 2 of Table 1 of the tender submitted by the Seller) will be paid no later than within 30 calendar days from the date of signing the Final delivery and acceptance certificate of services of development and installation the Information System and the date of receipt of the duly submitted invoice.</p> <p>2.3.2. for 12 months of Information System support services, specified in Row 1 of Table 2 of the tender submitted by the Seller, will be paid no later than within 30 calendar days from the date of the of signature of delivery and acceptance certificates of the Information System support services and the date of receipt of the duly submitted invoice;</p> <p>2.3.3. for additional Information System development services provided during the previous month, specified in Row 2 of table 2 of the tender submitted by the Seller, will be paid no later than within 30 calendar days from the date of signing of the delivery and acceptance certificate of the additional Information System development services and the date receipt of the duly submitted invoice.</p> <p>2.3.4. for the licenses of the licenced software, specified in Table 3 of the tender submitted by the Seller, will be paid no later than within 30 calendar days from the date of the of signature of the delivery and acceptance certificate of the indicated licenses of the licenced software signed by the Parties and the date receipt of the duly submitted invoice.</p>	
<p>3. Performance of the contract</p>	<p>3.1. The Seller provides the Services:</p>	<p>3.1.1. 60 months from the date of conclusion of the Contract, of which:</p> <p>3.1.1.1. 36 months of Information System development and installation services from the date of conclusion of the Contract, of which:</p> <p>a) 27 months of Information System Phase I development and installation services from the date of conclusion of the Contract;</p> <p>b) 36 months of Information System Phase II development and installation services from the date of conclusion of the Contract;</p> <p>3.1.1.2. 24 months support services for the Phase I and the Phase II of Information System beginning from the date of signing the delivery and acceptance certificate of Phase I Services of development and installation of the Information System and the Final delivery of the Information System;</p> <p>3.1.1.3. 60 months of additional Information System development services from the date of conclusion of the Contract;</p> <p>3.1.2. The contract will be performed according to the schedule as it set out in Clause 1.4 of the General Conditions of the Contract.</p> <p>3.1.3. Additional Information System development services will be provided according to individual orders of the Buyer, submitted to the Seller by e-mail. Additional Information System development services may not exceed 2,000 man-hours throughout the duration of the Contract. The Buyer does</p>

		not undertake to redeem the total number of hours of Additional Information System development services provided for in the Contract.
		<p>3.2. The term of provision of services specified in clause 3.1.1.1 of the Special Contract may be extended for a period not exceeding 6 months by mutual written agreement of the Parties.</p> <p>The full term of provision of Services specified in Clause 3.1.1.1. of the Special Contract may not exceed 42 months.</p> <p>3.3. Additional Information System development services will be provided according to orders in the following order: if the need to order additional Information System development services arises, the Buyer shall apply to the Seller by e-mail, asking the Seller to specify the amount of works necessary for the provision of Information System development services in hours, and to provide the schedule of provision of additional development services. Additional Information System development services may be provided only after the Buyer confirms the order of additional Information System development services, the scope and schedule of additional Information System development services offered by the Seller by e-mail. After the Seller has provided additional Information System development services, they are included in the delivery and acceptance certificate of additional Information System development services, prepared by the Seller, which is sent for signature to the Buyer. Only after the Seller and the Buyer have signed the delivery and acceptance certificates of additional Information System development services provided, it is considered that additional Information System development services have been provided properly and the Seller acquires the right to issue an Invoice for properly provided additional Information System development services.</p> <p>3.4. At least 2 years of support shall be provided for the Information System, in accordance with the requirements set out in Annex 7.1. Technical Requirements to the Contract.</p>
4. Bank guarantee		4.1. The Seller's contractual obligations shall be ensured by a bank guarantee of 100,000.00 Eur provided to the Buyer prior to the conclusion of the Contract.
5. Subcontracting		5.1. The possibility of direct payment to subcontractors is provided, a draft tripartite contract is attached.
6. Other provisions of the Contract		<p>6.1. Procedures for the provision and acceptance of services.</p> <p>6.1.1. The scope, stages, deadlines, plan for the Project System Implementation are specified in the Technical Specification (Annex 7.1 to the Contract) 3 section. The services of development and installation of the Information System shall be provided in stages in accordance with the Project System Implementation plan, agreed and approved in writing by the Parties, which shall be consistent with the deadlines for the provision of services provided for in clause 3.1.1 of the Special Contract and in the Technical Specification. The plan for the Project System Implementation together with the process of its modification shall be submitted to and approved by the Buyer by a separate delivery and acceptance certificate no later than within 1 month from the date of entry into force of the Contract and may be amended only by written agreement of the Parties in the circumstances provided for in the Contract.</p> <p>6.1.2. Delivery and acceptance of the Information System development and installation sprints executed within the previous quarter, of the Information system modules, of the Phase I of services of development and installation the Information System, of the Final Information System, shall be documented as delivery and acceptance certificates, prepared and submitted to the Buyer by the Seller. The Buyer has the right to submit comments on the quality of the mentioned above services accepted to the Seller within 5 business days (unless otherwise agreed by</p>

the Parties) from the date of receipt of the delivery and acceptance certificate. The Seller, considering the comments made, must rectify the defects of the provided mentioned above services within 5 business days from the date of receipt of the comments (unless otherwise agreed by the Parties). After the defects of the mentioned above services accepted have been rectified, the delivery and acceptance of the services shall be documented by means of a delivery and acceptance certificate. If the Buyer does not comment within the specified term, it shall be deemed that the Buyer do not to have any comments on the services delivered. After the Seller has provided the Services qualitatively and in a timely manner, the Buyer has no right to unreasonably refuse to sign the delivery and acceptance certificate. The procedure for the delivery and acceptance of services shall be detailed in the plan for the Project System Implementation, which shall be coordinated with the procedure set out in the technical specification after the signature of the Contract and shall not conflict with the provisions of this Sub-Clause.

6.1.3. The Final acceptance of the Information System is understood as the acceptance of Phase II Services of development and installation of the Information System (hereinafter referred to as the Final delivery of the Information System) which will take place after the end of the pilot operation of the Information System, i. e. the delivery can only take place once requirements for the operation of the Information system set up in the Technical specification have been reached, which will be agreed with the Seller in accordance with the procedure set out in the Technical Specification, current integral source code version and documentation delivered, back up secured, delivery and acceptance certificate of the Information System pilot operation phase signed.

6.1.4. The final delivery and acceptance certificate of the Information system may be signed only if the delivery and acceptance certificate of Phase I Services of development and installation of the Information System is signed.

6.2. The provisions of Clause 5.2 of the General Conditions of the Contract shall not apply and shall be replaced by the following terms and conditions: Intellectual Property, Third Party Licenses:

6.2.1. All results (including source code) and related rights arising out of the performance of the Contract, including copyright and other intellectual or industrial property rights (but excluding non-proprietary intellectual property rights), are the property of Buyer. Under the Contract, the Seller together with all the results shall permanently transfer to the Buyer the exclusive copyright rights to the copyright objects arising from the performance of the Contract in Lithuania and abroad specified in Article 15 (1) of the Law on Copyright and Related Rights of the Republic of Lithuania (hereinafter - CRR) the subject matter of the copyright in all the ways specified in Article 15 (1) of the CRR, if the results or part of the results generated by the provision of the Services are the subject of copyright under the CRR.

6.2.2. The provisions of Clause 6.2.1 of the Special Conditions of the Contract shall not apply when the software or other objects owned by the Seller and / or third parties are used in the performance of the Contract, which are integrated or otherwise linked to the object of the Contract. In this case, the Buyer shall be granted such property rights as are necessary for the indefinite period and without any additional remuneration to the Seller and / or third parties to properly use the object of the Contract and / or make changes / additions.

6.2.3. The Seller has no right to disclose any information related to the provision of services to third parties without the written permission of the Buyer or if required by law.

6.2.4. Seller warrants to Buyer for any claims arising out of the use of copyrights, patents, licenses, drawings, models, trade names or trademarks, unless such infringement is due to Buyer's fault.

6.3. Requirements for quality of service and warranty support

6.3.1. A warranty support period of 24 months is set for the results of the Services of development and installation of the Information System of Phase I and Phase II developed by the Seller, calculated from the signing the Final delivery and acceptance certificate of services of development and installation the Information System.

6.3.2. The Seller's obligations during warranty support, the scope and procedure of warranty support are set out in Section 5.13 of the Technical Specification.

6.3.3. During the warranty period, the Buyer has the right to submit comments in writing or in another manner agreed between the Seller and the Buyer concerning the results of Services developed by the Seller.

6.3.4. During the period of warranty support, the Seller alters the developed results of Services, taking into account the comments submitted by the Buyer, or informs the Buyer in a reasoned written or other manner agreed between the Seller and the Buyer about the refusal to revise the developed results of the Services, stating the reasons for the refusal. In such a case, the comments submitted by the Buyer shall be dealt with separately by mutual agreement between the Parties.

6.3.5. During period of warranty support, the Seller must adjust the developed results of Services within the term agreed by the Parties.

6.4. Securing the performance of the contract.

6.4.1. In case of delay of the Seller to provide respectively the services of development and installation of the Information System I and II Phase within the terms specified in the Contract, the Seller undertakes to pay interest of 0.04 (four hundredths) per cent on the price of any respective delayed provision of the services of development and installation of the Information System I Phase for each day of delay.

6.5. The Buyer undertakes to:

6.5.1. to accept the Services provided qualitatively from the Seller and to pay for them in accordance with the procedure established in the Contract and within the established terms;

6.5.2. to request the Seller to rectify the defects of the Services.

6.6. The Seller undertakes to:

6.6.1. to keep the authorised representative appointed by the Buyer constantly informed about the progress of provision of the Services,

6.6.2. to ensure that the Services are provided by competent, experienced, and authorised personnel;

6.6.3. to ensure, at their own expense and means, that information on the performance of the Contract is properly translated into a language understood by the employees who do not understand the Lithuanian language;

6.6.4. to appoint a responsible Service Project Manager;

6.6.5. to plan, organize and perform Information System development and implementation services in such a way that in accordance with the Project System implementation plan agreed with the Buyer and ensure that the scope of Information System development and implementation services (Phase I and II) is successfully completed within the Contract terms.

6.6.6. to submit documents to the Buyer as provided for in Articles 3.2 and 5.12 of Annex 7.1 Technical Specification to the Contract.

6.6.7. to apply the information security requirements to the Services provided, set out in:

6.6.7.1. Resolution No. 1209 "On resolution No. 818 of the Government of the Republic of Lithuania of 13 August 2018 amendment "On approval of the national cyber security strategy" of 5 December, 2018 of the Government of the Republic of Lithuania.

6.6.7.2. Annexes 11, 12, 14 "Minimum Information Security Requirements for Design and Installation", "Minimum Information Security Requirements for Software Development" and "Minimum Information Security Requirements for The Provision of Services" of the Information Security Procedure Description approved by Order No. 21IS-130 of the Director General of LITGRID AB of 20/07/2021.

6.7. Other provisions.

6.7.1. The Buyer has the right to terminate the Contract unilaterally, without going to court, by notifying the Seller at least 7 calendar days in advance, if the Government of the Republic of Lithuania adopts a decision confirming, in accordance with the procedure established by the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, that the Contract is not in the interests of national security.

6.7.2. In accordance with the requirements of Paragraph 8 of Article 17 of the Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, the Buyer may initiate the procedure of verification of the personnel of the Seller (in the case of the Supplier Group – all members of the group), sub-suppliers. In the course of this procedure, the Seller undertakes to provide the Buyer with all data, documents and consents confirming the compliance of the employees of the Seller (in the case of the Supplier Group – all members of the group), who due to the functions assigned to them or the work assigned to them, will be granted unaccompanied access to the equipment or property of importance to ensuring national security, during the performance of the Contract in accordance with the requirements of the Contract and legal acts, compliance with the requirements of Law on the Protection of Objects of Importance to Ensuring National Security, within 14 days from the date of receipt of the Buyer's letter and the list of functions/assigned works of employees to be verified, specified in Annex 7.9 of the Contract, i. e. the documents confirming that:

(a) the person is not recognised as incapacitated or lacking full legal capacity in any field or is not subject to coercive medical measures;

(b) the person has not been registered in a health care institution for alcoholism or drug addiction in the last 3 years;

(c) the person concerned agrees to be inspected in accordance with the procedure and scope established by the Law on the Protection of Objects of Importance to Ensuring National Security.

The documents specified in paragraphs (a) – (c) shall be delivered to the Buyer by the person himself, about whom the information is provided, in a sealed envelope bearing the name of Procurement, the name of the Seller and the name of the person, directly to the address: LITGRID AB, Viršuliškių Aly. 99B, Vilnius. The Seller may also submit documents to the CPP IS by electronic means, but he assumes full responsibility for the full compliance of such submission with the requirements for the protection of personal data.

6.7.3. If the Seller's representative, whose verification is carried out in accordance with the requirements of Paragraph 8 of Article 17 of the Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, is unable to provide the documents specified in the paragraphs (a) – (c) of Clause 6.7.2, since such documents are not issued in the country concerned or the documents issued in that country do not cover all the issues raised, these documents may be replaced with:

	<p>- declaration of oath; or</p> <p>- an official declaration by the Seller, provided that the declaration of oath is not used in that country. The formal declaration must be certified by a competent legal or administrative authority, notary or competent professional or trade body in the Member State or Seller's country of origin or the country in which he is registered.</p> <p>6.7.4. The term for submission of the documents required for verification set out in this clause may be extended by agreement between the Parties.</p> <p>6.7.5. The terms of the sub-supplier, the entity whose capacities are relied upon, and the quasi-supplier, used during the procurement procedures, shall be referred to in the Contract as the "Sub-supplier".</p>
7. Priedai	<p>7.1. Technical specification.</p> <p>7.2. General Conditions of the Contract.</p> <p>7.3. Seller's tender.</p> <p>7.4. Draft tripartite agreement.</p> <p>7.5. List of acceptable banks.</p> <p>7.6. Minimum information security requirements for the provision of services.</p> <p>7.7. Minimum information security requirements for software development.</p> <p>7.8. Minimum information safety requirements for design and installation.</p> <p>7.9. List of positions.</p> <p>7.10. Personal data contract.</p>
8. Atsakingi asmenys	<p>8.1. The Parties shall designate the following responsible persons to decide on matters relating to the performance of the Contract:</p> <p>Customer's responsible person: Seller's responsible person:</p> <p>8.2. Responsible person appointed by the Buyer for the publicity of the Contract and its amendments:</p> <p>.</p>

BUYER

The data about the person are collected and stored in the register of Legal Persons of the Republic of Lithuania
Address: Karlo Gustavo Emilio Manerheimo st. 8, LT-05131 Vilnius, Lithuania
Registration No: 302564383
VAT code LT100005748413
Account No. LT242150051000021766
OP Corporate Bank plc Lithuania Branch
Bank code 21500
Phone number +370 707 02171
E-mail: info@litgrid.eu

SELLER

Data about a person is collected in Commercial Register maintained by the Metropolitan Court in Prague
Address: V Kapslovne 2767/2, Praha 3, 13000
Company code: 251 10 853
VAT code: CZ 699004029
Account No. 51-621830277/0100
Bank: Komerční banka a.s.
Bank code: 969/33
Tel. No. +420 221 400 111
E-mail: info@unicorn.com