

GENERAL PART OF THE SERVICE CONTRACT

1. DEFINITIONS OF THE CONTRACT

Sites

- 1.1. **Service Provider** means the person or group of persons specified in the SD of this Agreement who provides the Services specified in the Agreement to the Buyer.
- 1.2. **Buyer / Contracting Entity** - a legal entity specified in the Contract SD, purchasing the Services specified in the Contract SD from the Service Provider.
- 1.3. **Party** - Buyer or Service Provider, each separately. Parties - the Buyer and the Service Provider both together.
- 1.4. **Third Party** means any other natural or legal person who is not a Party.
- 1.5. **Subcontractor** - a legal or natural person specified in the Service Provider's offer, who, in accordance with a valid mutual transaction with the Service Provider, is used by the Service Provider to perform the provision of the Services specified in the Agreement.

General concepts

- 1.1. **Procurement** - a procurement organized by the Contracting Entity for the purpose of concluding a Service Agreement.
- 1.2. **Services** - the Services specified in Part 1 of the SD of the Agreement, as well as the delivery and / or installation and / or installation of certain goods provided for in the Agreement.
- 1.3. **Service Price** - the amount specified in Part 2 of the SD of this Agreement which may not be exceeded during the term of the Agreement (except when recalculation of the Service price is provided) by the Buyer paying the Service Provider for the Services according to the Service Fees (if specified).
- 1.4. **Service Fees** - the fees specified in Part 2 of the SD of this Agreement (if specified), according to which the Buyer pays the Service Provider for the provided Services, including all costs and fees.
- 1.5. **Material Defects in the Service** – material inconsistencies in the quality of the Service with the requirements of the Purchase Conditions established by the Buyer and (or) third parties during the acceptance of the transfer and / or during the validity of the Service Quality Guarantee period, due to which the result of the Services may not be used for the purpose for which the Buyer intended to use them (the Services) or which would reduce the usefulness of the Services in such a way that the Buyer would not have purchased the Services or paid the price for the Services.

Documents

- 1.1. **Agreement** - this Agreement consisting of the documents listed in clause 2.1 of the BD of the Agreement.
- 1.2. **BD of the Agreement** is this document, which is an integral and integral part of the Contract, setting out the standard provisions of the Contract and the standard rights, obligations and responsibilities of the Buyer and the Service Provider.
- 1.3. **SD of the Agreement** - a special part of the Agreement, which discusses the object of the Agreement, the scope and price of the Services and fees (if applicable), the terms of provision of the Services and other conditions agreed by the Parties.
- 1.4. **Technical Specification** - a document that sets out the requirements for the Services.
- 1.5. **Order** - an order for the provision of Services and delivery of Goods (if such are provided in accordance with the Agreement) provided to the Buyer's Service Provider by text message, e-mail, fax and / or via the information system specified by the Buyer. The order shall be sent to the contacts specified in the Contract SD of the Service Provider and shall be deemed to have been duly dispatched and received after 3 (three) business days from the moment of dispatch, unless otherwise specified in the Contract SD.
- 1.6. **Service Performance Transfer - Acceptance Deed** - a document signed by both Parties to the Agreement stating the scope, names / prices, etc. of the provided Services, confirming the functional purpose performed by the duly provided Services or their part in compliance with the Terms and Technical Specifications and pan.
- 1.7. **Procurement Conditions** - the totality of documents submitted during the Procurement Procedures performed by the Buyer, according to which the Service Provider has submitted an offer.
- 1.8. **Offer** - a set of documents submitted by the Service Provider during the Procurement Procedures for the provision of Services under this Agreement.
- 1.9. **Invitation to conclude the Agreement** - a notice submitted to the Service Provider inviting the Service Provider to sign the Agreement and informing about the term for concluding the Agreement.

1.10. **Invoice** – To the Buyer shall be provided with a VAT invoice for payment or another invoice / payment document (if the Service Provider is not a VAT payer) for the Services provided by the Service Provider in a proper, high quality and timely manner. The date of issue of the invoice must coincide with the date of signing the act of transfer and acceptance of the Services. The invoice for payment must be submitted within 5 (five) working days or another term agreed by the Parties from the date of signing the deed of transfer and acceptance of the Services. [Note: Each invoice shall state: “0% VAT under reverse charge mechanism”]

1.11. **Invoice Receipt Date** - Invoice Receipt Using the Electronic Service “E. account”, date.

1.12. **Legislation** - means the legal acts of the Republic of Lithuania and international agreements, legal acts of the European Union or ordinances of an individual or normative nature of the public authority of any third country, which, regardless of their legal force and / or jurisdiction, are binding on any Party and / or affects the performance of this Agreement and the internal legal acts of the Buyer, with which the Service Provider has been acquainted.

1.13. **Law** - the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services (current wording), which applies to the utilities sector, as well as the Law on Public Procurement of the Republic of Lithuania (current wording), which applies to the classical sector.

Dates and deadlines

1.14. **Day** - Unless otherwise provided in this Agreement, this term means a calendar day.

1.15. **Business Day** - unless otherwise provided in this Agreement, this term means a business day in the Republic of Lithuania.

1.16. **Year** - unless otherwise provided in this Agreement, this term means a period of 365 days.

1.17. **Effective Date of the Agreement** - the date of signing the Agreement or another date of entry into force of the Agreement specified in the Agreement SD.

2. VALIDITY, STRUCTURE AND INTERPRETATION OF THE CONTRACT

2.1. This Agreement consists of the documents listed below. By signing the Contract, the Service Provider confirms that it is properly acquainted with the Procurement Conditions, including the Technical Specification, agrees with the Procurement Conditions, including the conditions and requirements set out in the Technical Specification, and undertakes to execute them properly. For the purposes of the interpretation and application of the Agreement, the following order of precedence shall be established in the documents of the Agreement: 2.1.1 Technical specification (with explanations and clarifications made by the Buyer during the procurement procedures and annexes, if any);

2.1.2 Contract SD (with attachments);

2.1.3 Contract BD (with annexes);

2.1.4 An invitation to conclude the Agreement shall be submitted to the Buyer's Service Provider by electronic means;

2.1.5 Final Offer of the Service Provider;

2.1.6 Minutes of negotiations between the parties concluded during the procurement procedures and the Service Provider's revised offer (if such documents have been concluded);

2.1.7 Explanations and adjustments to the terms of purchase, if any;

2.1.8 Other purchase documents;

2.1.9 Initial Offer of the Service Provider;

2.1.10 Application from the service provider with supporting documents.

2.2. Unless otherwise provided in the documents of the Agreement and the Agreement is concluded in several languages, one of which is the Lithuanian language, the Lithuanian version of the Agreement shall prevail. Buyer represents and warrants that the English language version of the Agreement is completely and accurately translated from the final and executed Lithuanian language version of the Agreement.

2.3. If there are any ambiguities, inconsistencies or contradictions in the Contract documents, the rules set out in the higher contract document shall always be deemed to replace the analogous rules set out in the lower contract document from the date of entry into force of the Contract.

2.4. All terms and terms used in this Agreement have a general meaning or the closest special meaning to the nature of the Agreement, unless otherwise defined and explained in the Agreement.

2.5. The Agreement is concluded, it must be interpreted and applied in accordance with the law of the Republic of Lithuania.

2.6. Unless otherwise provided in the Contract documents, the text of the Contract shall be construed in accordance with the following basic rules of interpretation:

2.6.1. words denoting a particular sex of a person mean any sex;

2.6.2. words denoting the singular also include the plural; words denoting the plural also include the singular;

2.6.3. the words "agree", "agreed", "agreement" always mean that the relevant agreement between the Parties must be in writing;

2.6.4. "In writing" means all the rules set out in the documents of this Agreement, as well as paper and / or electronic documents drawn up by either Party and any communications made to the other Party by the means of communication specified in the Agreement.

2.7. The Agreement is concluded in accordance with the provisions of the Law and other legal acts. In the event that the Contract BD and / or the Contract SD do not comply with the requirements set out in the Law, the norms of the Law shall apply. The Parties declare and confirm that the provisions of this Agreement do not contradict the provisions of the Procurement Conditions.

2.8. If any provision of this Agreement becomes or is declared invalid in whole or in part, the validity of the other provisions of this Agreement shall not be affected.

3. APPROVALS AND WARRANTIES OF THE PARTIES

3.1. Each Party represents and warrants to the other that:

3.1.1. The party is duly constituted and legally operating under the law of the country in which the Party is registered as a company.

3.1.2. The Party has taken reasonable legal actions necessary for the proper conclusion and validity of the Agreement;

3.1.3. in concluding the Agreement, the Party does not exceed its competence and does not violate the legal acts, rules, statutes, court decisions, statutes, regulations, ordinances, obligations and agreements binding on it;

3.1.4. The representatives of the Party signing this Agreement shall be duly authorized by the Party to sign it and the personal data of the Parties and / or their representatives necessary for the proper conclusion of the Agreement shall not be considered confidential information;

3.1.6. The Agreement is a valid, legal and binding obligation of the Party, the performance of which may be required under the terms of the Agreement;

3.1.7. On the date of entry into force of the Agreement, the terms of this Agreement are clear and enforceable for the Parties;

3.1.8. neither the conclusion of this Agreement nor the performance of the obligations assumed by the Buyer or the Service Provider under this Agreement contradicts and violates (i) any decision, order, decree or instruction of a court, arbitration, state or local authority applicable to the Parties; (ii) any contract or other transaction to which the Party concerned is a party; or (iii) any provision of the law or regulation applicable to the Parties.

3.2. The Service Provider confirms that:

3.2.1. does not participate in the prohibited agreements specified in Article 5 of the Law on Competition of the Republic of Lithuania and in agreements violating the principles specified in the Law;

3.2.2. has all the permits, licenses, certificates, qualification certificates, personnel, organizational and technical means required for the provision of the Services;

3.2.3. has included in the Offer Price all costs necessary for the provision of the Services under this Agreement and assumes the risk that the costs of the Service Provider related to the performance of the Agreement will increase and / or the performance of the Agreement will become more difficult for the Service Provider.

3.3. The buyer confirms that:

3.3.1. has completed the procurement procedures required for the conclusion of this Agreement;

3.3.2. will accept the Services provided in accordance with the provisions of this Agreement and will pay for such Services in accordance with the procedure established by the SD of the Agreement.

3.4. Both this Contract BD and the Contract SD are concluded in accordance with the provisions of the Law and other legal acts. In the event that the Contract BD and / or the Contract SD do not comply with the requirements set out in the Law, the provisions of the Law shall apply. The Parties declare and confirm that the provisions of this Agreement do not contradict the provisions of the Procurement Conditions.

3.5. Buyer / Contracting Entity acknowledges that Services provided under this Agreement may be subject to import and export control regulations, and any transfer of the Services must be in compliance with all such regulations. Service Provider is responsible to make its reasonable efforts to obtain and maintain all necessary governmental authorizations for the deliverance of Service. Buyer / Contracting Entity shall provide Service

Provider in a timely manner with all information and documents necessary for obtaining governmental authorizations, such as end user statement and program description. Service Provider shall not be held responsible of any regulatory evolution, including but not limited to revoked authorizations. If Buyer / Contracting Entity transfers the Services delivered by Service Provider or works and services (including all kinds of technical support) performed by Service Provider to a third party worldwide, Buyer / Contracting Entity is solely responsible to comply with all applicable national, EU and international import, export and re-export control regulations, if any. Buyer / Contracting Entity undertakes to inform Service Provider immediately in case of breach of the said regulations and/or an investigation lead by according relevant national authorities.

4. OBJECT OF THE CONTRACT

4.1. The object of this Agreement is the Services specified in Part 1 of the SD of the Agreement and described in the Technical Specification.

4.2. On the basis of this Agreement, the Services (if provided for in the Technical Specification) may also be supplied when providing the Services, the name, quantity (if applicable), prices, quality, safety and other requirements of which are specified in the Technical Specification and / or the Agreement. In addition, the Goods shall be subject to the requirements of legal acts regulating the supply, safety and quality standards of such Goods and all the terms and conditions of the Contract.

4.3. Under this Agreement, the Services are provided for the benefit and interests of the Buyer.

5. SCOPE AND PRICE OF SERVICES

5.1. Part 2 of the SD of the Agreement defines the scope of the Services provided to the Buyer.

5.2. The price of the Services and the Service Fees (if applicable) are set out in Part 2 of the SD of the Agreement.

5.3. The Service Provider has included in the price of the Services all costs related to the provision of the Services, all taxes, including VAT, but not limited to:

5.3.1. costs related to the fulfillment of obligations under the Treaty;

5.3.2. the cost of procuring the tools required to provide the Services (if applicable);

5.3.3. all costs related to the preparation, coordination and submission of the documents provided for in the Technical Specification;

5.3.4. the costs of establishment in the Republic of Lithuania (if it is necessary to ensure the provision of Services), or the costs related to the implementation of the right to free movement of services (costs of obtaining recognition documents, approvals from the competent authorities of the Republic of Lithuania and / or professional associations, etc.);

5.3.5. the costs of concluding and performing this Agreement, including the costs related to the enforcement of the Agreement;

5.3.6. all direct and indirect costs associated with the provision of the Services and any Services required for the provision of the Services which the Service Provider, as a specialist in the field, should have been able to anticipate if it had taken due care and due regard to the fact that the Buyer The price of providing the Services while also performing the related Services;

5.3.7. other costs related to the provision of the Services.

5.4. VAT will be calculated and paid in accordance with the procedure established by the legal acts in force at the time when the obligation to calculate VAT arises. If the VAT rate provided for in the legal acts in force in the Republic of Lithuania changes, the price of the Services (excluding VAT) provided for in the Agreement shall not change, and the total price of the Services shall be recalculated according to the changed VAT rate. The risk of changing the VAT rate is attributed to the Buyer.

6. QUALITY OF SERVICES

6.1 The qualification requirements for the Services provided, the quality of the Services and the personnel of the Service Provider are defined in the documents of the Agreement and in the legal acts regulating the quality, provision, environmental protection and / or safety of the Services. If the Agreement does not provide for specific quality, provision, environmental and safety requirements, the quality of the provided Services must comply with the requirements of legal acts and the quality, technical and functional standards and requirements normally imposed on this type of Services.

6.2 The term during which the Buyer has the right to apply to the Service Provider for the elimination of material deficiencies in the results of the Services and / or Services shall be determined in Part 3 of the SD of the Agreement and shall start counting from the transfer of the Services or part thereof to the Buyer. y. Dates of signing the deed of transfer and acceptance of the service result. Failure to set the said time limit shall not limit the Buyer's right to make claims to the Service Provider within a reasonable time from the moment of acceptance of the Services due to material defects in the result of the Services, which the Buyer could not identify during the acceptance of the Services.

6.3 The Service Provider guarantees that during the signing of the Service Result Transfer (s) the Services will comply with the requirements set forth in the Agreement, they will be provided in a quality manner, without errors that would eliminate or reduce the value of the Services or their suitability for normal use. If the defects of the Services are noticed before the transfer of the Services and / or during the transfer of the Services, the Buyer has the right not to accept the Services. Deficiencies of the Services shall be noted in the act of transfer and acceptance of the result of the Services, indicating the reasons for the decision. Deficiencies of the Services shall be eliminated at the expense of the Service Provider within the time limits specified in the SD of the Agreement.

6.4 The Service Provider shall provide the Services in accordance with the requirements set forth in the Agreement.

6.5 If the material deficiencies of the Service result are noticed after the signing of the Service result transfer-acceptance act, but not later than within the term provided for in the Agreement, the Buyer shall inform the Service Provider thereof in writing.

6.6 The Service Provider shall, within the term specified in Part 3 of the SD of the Agreement, from the date of Buyer's written notice to Service Provider of material defects eliminate the material defects except those caused by the Buyer's fault / third parties including Buyer's subcontractors / force majeure. It is presumed that the Service Provider is materially liable for material defects in the Services that have become apparent during the transfer and acceptance of the Services and / or the term during which the Buyer has the right to apply to the Service Provider for elimination of material defects in the Services and (or) except under the condition that the defects of the Services are not due to the fault of the Service Provider or negligent performance of its contractual obligations.

6.7 If the Service Provider fails to eliminate the identified material deficiencies of the Services within the term specified in Part 3 of the Contract SD, the Service Provider may terminate the Agreement.

6.8 If the Service Provider does not acknowledge the material deficiencies, either Party may request an independent examination. If the Service Provider does not respond / does not use an independent (coordinated with the Buyer) expert to resolve the dispute for more than 10 (ten) calendar days from the Buyer's request or (and) if the dispute lasts longer than 30 (thirty) calendar days from the Buyer's first written request, the Buyer has the right apply for an expert examination independently. In this case, the costs of the expertise shall be covered as follows: if the Services comply with the requirements specified in the Agreement - the Buyer, if the Services do not comply with the requirements of the Agreement - the Service Provider.

6.9 When providing the Services, the Service Provider shall ensure compliance with the requirements established at the work safety, fire safety, environmental protection and other legal acts applicable to the provision of the Services (if applicable).

6.10 If the Procurement Conditions set qualification requirements for the Service Provider's personnel, the Service Provider must ensure that the equivalent qualification of him and / or his personnel is ensured during the entire term of the performance of the Contract, the Service Provider may not change the economic entity specified in the Tender, the capacity of which is relied on (hereinafter - the economic entity) to meet the qualification requirements set out in the Procurement Conditions and / or its specialist (if applicable) without the written consent of the Buyer except to an affiliate of the Service Provider. The changed economic entity and / or specialist (if applicable) must have at least the qualification specified in the Service Provider's Offer. Except for assignments to an affiliate, the Service Provider's entity and / or specialist (if applicable) may be changed only in the following cases: (i) after the Service Provider's entity has initiated bankruptcy or restructuring proceedings; (ii) if the Service Provider's economic operator and / or specialist (if applicable) refuses to perform the obligations provided for in the Contract; (iii) the Service Provider's specialist (applicable to him) is unable to perform the obligations under the Contract due to illness or termination or expiration of the employment contract; (iv) Upon the Buyer's request to change the economic entity and / or specialist during the performance of the Contract, who will perform the duties incompetently or negligently, will not be able to comply with the terms of the Contract.

6.11 At the request of the Buyer, the Service Provider must provide the Buyer with sufficient evidence that it has all permits, certificates, licenses and / or other documents required by applicable law for the performance of the Services.

6.12 After thirty (30) days prior written notice and opportunity to cure, failure to comply with the provisions of this Chapter shall be considered a material breach of the Contract.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1 The buyer undertakes:

7.1.1 to perform the Agreement properly and fairly;

7.1.2 To co-operate with the Service Provider during the performance of the Contract, providing the information reasonably necessary for the performance of the Contract, the necessity of which arose during the performance of the Contract;

- 7.1.3 To accept the provided Services if the Service Provider duly fulfills the contractual obligations, if they comply with the requirements for the Services set forth in the Agreement;
- 7.1.4 within 30 days of the date of each invoice, to pay to the Service Provider the price and (or) prices specified in Part 2 of the SD (if specified) for the Services duly provided in accordance with the procedure and terms established in the Agreement;
- 7.1.5 to grant the necessary authorizations to the Service Provider to act on behalf of the Buyer (if such authorizations are required)
- 7.1.6 to properly perform other obligations provided for in the Agreement and the applicable Legal Acts

7.2 The buyer has the right:

- 7.2.1 to carry out, without separate notice, any inspections (excluding any records relating to Service Provider's underlying costs or pricing) that the Buyer deems necessary in the event of a suspicion that the Service Provider will not be able to provide the Services in a timely manner or the Services are provided in a non-professional, non-professional manner;
- 7.2.2 During the provision of the Services, on the basis of a written and reasoned request, request the replacement of an employee of the Service Provider / a person performing the duties of the Service Provider, if he / she considers that this person is not diligent or is not performing his / her duties properly;
- 7.2.3 to provide comments related to the Services provided by the Service Provider and their quality, which the Service Provider must take into account;
- 7.2.4 not to pay VAT invoices if the Service Provider submits them by means other than the information system "E-Invoice" or using any other access point registered in the PEPPOL network using the PEPPOL AS4 profile.
- 7.2.5 to ensure the confidentiality and protection of information received from the Service Provider during the performance of the Agreement and related to the performance of the Agreement. At the end of the term for the provision of the Services, upon the Service Provider's written request, return all documents received from the Service Provider that are necessary for the performance of the Agreement;

7.3 The service provider undertakes.

- 7.3.1 to perform the Agreement properly and fairly, to co-operate with the Buyer, to promptly provide the information reasonably necessary for the proper performance of the Agreement;
- 7.3.2 to provide the Services, to transfer the result of the Services specified in the Agreement to the Buyer and to correct the identified deficiencies within the term set by the SD of the Agreement (if the stages of provision of the Services are specified in the Agreement) in separate stages within the set terms;
- 7.3.3 to provide the Services in a professional, high-quality manner and in compliance with the requirements specified in the Agreement and its annexes;
- 7.3.4 to submit all documents specified in the Technical Specification and to advise the Buyer on other issues related to the contractual obligations of the Service Provider;
- 7.3.5 to ensure that the Services are provided to the Buyer by persons who have the qualifications and experience required for the provision of the Services in accordance with the requirements set forth in Part 3 of SD of this Agreement;
- 7.3.6 promptly inform the Buyer in writing about any circumstances that hinder or may prevent the Service Provider from providing the Services within the terms and in accordance with the procedure established in the Agreement;
- 7.3.7 to ensure compliance with the requirements established by work safety, fire safety, environmental protection and other legal acts applicable to the provision of Services (if applicable);
- 7.3.8 to take into account the remarks submitted by the Buyer during the performance of the Contract, additional information, if any;
- 7.3.9 to protect the Buyer, at its own expense from claims, direct losses arising from the Service Provider's actions or negligence in the performance of the Contract and to indemnify the Buyer for the claims of third parties for damages caused by Service Provider's fault, including any infringement of laws, illegal patents, trademarks, use of other intellectual property objects or infringement of the rights of any persons subject to the provisions of 14.11 herein;
- 7.3.10 to ensure the confidentiality and protection of information received from the Buyer during the performance of the Agreement and related to the performance of the Agreement. At the end of the term for the provision of the Services, upon the Buyer's written request, return all documents received from the Buyer that are necessary for the performance of the Agreement;
- 7.3.11 to comply with the provisions of the Civil Code of the Republic of Lithuania and other legal acts in force in the Republic of Lithuania related to the performance of the Contractor's contractual obligations and to ensure that the Service Provider's specialists, employees and representatives comply with them. The Service Provider shall indemnify the Buyer if the Service Provider or its specialists, employees, representatives violate applicable law.;

7.3.12 to properly perform the obligations specified in the Agreement and applicable law of the Republic of Lithuania.

7.4 The service provider has the right:

7.4.1. to receive full payment in the amount specified in the Agreement for the Services provided to the Buyer within 30 days of the date of each invoice;

7.4.2. to request that the Buyer submit information or documents related to the proper performance of the Contract, the necessity of which has arisen during the performance of the Contract;

7.4.3. to require the Buyer to accept the provided Services in compliance with the requirements of the Procurement Conditions, the Agreement and the legal acts applicable to the provision of the Services, and to sign the acceptance-transfer deed;

7.4.4. require the Buyer to properly and timely perform other contractual obligations.

7.5. Other obligations, rights and obligations of the Buyer and the Service Provider are defined in the valid legal acts of the Republic of Lithuania and the SD of the Agreement (if defined).

8. PAYMENTS, MONEY OBLIGATIONS AND DETENTIONS

8.1. The Buyer shall pay the Service Provider for the provided and accepted Services after signing the Service Result Transfer-Acceptance Deed according to the VAT invoice submitted by the Service Provider on the basis thereof within the term specified in Part 6 of the Contract SD.

8.2. All payments under this Agreement shall be made in USD, unless otherwise provided in Part 6 of the SDR of the Agreement.

8.3. When issuing a VAT invoice or other type of invoice and the act of transfer of acceptance of the provided Services, the Service Provider shall indicate the date and number of the Agreement and clearly specify (in the VAT invoice, its statement or the act of transfer of acceptance of services) which specific Services were granted. If required by other provisions of this Agreement, the number of the investment project may also be indicated.

8.4. The Parties agree to apply the following procedure for crediting the Buyer's payments made under this Agreement:

8.4.1. the first line shall include the claims of the Service Provider related to the fulfillment of payment obligations for the services provided under this Agreement;

8.4.2. the second line shall include the claims of the Service Provider related to the indemnification of penalties or losses under this Agreement;

8.4.3. the third line includes other amounts payable by the Buyer to the Service Provider (if any).

8.5. If payments under this Agreement are cross-border, the SHA Settlement Scheme shall apply (the paying Party shall pay the bank charges for the international payment order and the foreign bank charges shall be paid by the receiving Party).

8.6. The Buyer shall have the right to withhold payment to the Service Provider if the Service Provider fails to perform or improperly performs its obligations under this Agreement or the statutory obligations until those obligations have been duly fulfilled.

8.7. If the Service Provider is subject to penalties under this Agreement, the amount payable by the Buyer for the Services shall be reduced by the amount of the penalties imposed. The Buyer also has the right to deduct the accrued penalties from any payments made to the Service Provider by notifying the set-off of such penalties in accordance with the procedure established by legal acts.

8.8. The Service Provider will have to submit the Invoices using the electronic service "E. account" (the e-account website is available at www.esaskaita.eu) in accordance with the procedure established by law and other legal acts or by using the PEPPOL AS4 profile using any other access point registered in the PEPPOL network.

9. TERMS OF PROVISION OF SERVICES, PROCEDURE FOR TRANSFER - ACCEPTANCE OF THE RESULT OF SERVICES

9.1. The procedure and terms for the provision of services are specified in Part 5 of the SD of the Agreement.

9.2. The Services are provided in accordance with the individual Orders provided by the Buyer to the Service Provider, unless otherwise provided in the Contract documents.

9.3. The Service Provider, having fulfilled the obligations provided for in the Agreement, must apply to the Buyer in writing for signing the act of transfer and acceptance of the result of the Services.

9.4. The acceptance of the result of the services must be drawn up in two copies of equal legal force, signed by authorized persons of both Parties.

9.5. The Buyer shall sign the acceptance of the Service result no later than within the term specified in Part 5 of the SD of the Agreement from the Service Provider, if the quality of the Services complies with the requirements set forth in the Agreement. If during the transfer and acceptance of the 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 comply with the requirements set forth in the Agreement, the Buyer has the right to refuse to sign the acceptance, which the Service Provider must take in order for the quality of the Services to comply with the requirements of the Contract and the act of transfer and acceptance of the result of the Services to be signed).

9.6. During the acceptance of the Service result, the Service Provider shall hand over to the Buyer all the data and documents specified in Part 5 of the SD of the Agreement (if applicable). Until the documents and / or other information provided for in the Procurement Conditions (if applicable) are provided to the Buyer, it is considered that the contractual obligations of the Service Provider have not been fulfilled and the result of the Services has not been transferred.

9.7. By written agreement of the Parties, the terms for the provision of the Services may be changed if: (1) the Buyer fails to perform or improperly performs its obligations under the Agreement and therefore the Service Provider is unable to provide the Services; (2) Additional instructions and / or information provided by the Buyer to the Service Provider affect the Service Provider's terms of service, (3) any other obstacles attributable to the Buyer and / or third parties employed by the Buyer prevent the Service Provider from providing the Services in a timely manner; whether (4) the actions of state or municipal institutions prevent the Service Provider from providing the Services in a timely manner; (5) during the performance of the Agreement, circumstances unforeseen at the time of signing this Agreement become apparent (unforeseen change of the Order submitted by the Buyer, actions or omissions of third parties attributable to the Buyer, pre-trial or judicial disputes, change of legal , in which case it is necessary to review the Order quantity or delivery conditions, etc.).

9.8. The Parties undertake to promptly notify the other Party in writing of the occurrence of the circumstances specified in Clause 9.7 of the Contract. In this case, the terms of provision of the Services may be changed (extended) for a period not exceeding the circumstances specified in the said clause.

10. INTELLECTUAL PROPERTY RIGHTS.

10.1. The text of this Agreement, except for the documents and data unilaterally drawn up by the Service Provider, identifying the Service Provider, is the author's work. The procedures for concluding and executing this Agreement are good practice for the Buyer. The Service Provider is granted only a non-exclusive, limited right to use the text of the Agreement only for the purposes of performance of this Agreement. Any other use of the text of this Agreement and / or experience gained by the Buyer in applying the procedures for concluding and executing the Agreement in the Service Provider's activities is possible only with the prior written consent of the Buyer.

10.2. The Service Provider shall indemnify the Buyer for third-party claims arising from the infringement or suspected infringement of intellectual property rights associated with the Services (including defense in case of suspected infringement), unless such infringement (suspected infringement) arises from Buyer's fault.

10.3. The Buyer shall promptly notify the Service Provider that a claim has been filed against it for any infringement or suspected infringement of any intellectual property right relating to the Contract.

10.4. If the Service Provider uses works of other authors during the provision of the Services / other persons are used by the Service Provider to create the copyright objects provided during the provision of the Services, the Service Provider shall indemnify the Buyer for claims arising from third parties due to copyright infringement related to the copyright objects transferred to the Buyer, if any, during the provision of the Services and undertakes to indemnify the Buyer for the resulting losses directly caused by infringement of third party intellectual property rights.

10.5. Notwithstanding anything to the contrary contained in this Section 10:

10.5.1. In the event Service Provider provides specified deliverables to Buyer that include proprietary information developed by Service Provider specifically and exclusively for Buyer in the performance of this Agreement ("Specified Deliverables"), Service Provider hereby assigns and agrees to assign ownership rights to such Specified Deliverables and such proprietary information (other than any Proprietary Works (as defined below) that may be incorporated into or bundled with such Specified Deliverables or such proprietary information) to Buyer; and Buyer hereby grants and agrees to grant Service Provider a non-exclusive, worldwide, paid up, irrevocable, royalty free, perpetual license to use, copy, modify, and create derivative works based upon, distribute, license, sell and rent any of the Specified Deliverables and such proprietary information owned by Buyer as a result of the foregoing provision for no additional consideration

10.5.2 Nothing in this Section 10 will be interpreted or construed to assign to Buyer (and Service Provider reserves all right, title and interest that Service Provider may have or acquire in) any proprietary software, tools, utilities, methodologies, processes, documentation and other items that are used, obtained by Service Provider from third parties or developed in performance of the Services (the "Proprietary Works"), other than Specified Deliverables. To the extent that any Proprietary Works are embedded into or bundled with the Specified Deliverables, Service Provider grants Buyer the non-exclusive right to use such Proprietary Works solely in conjunction with and as part of such Specified Deliverables. To the extent the Proprietary Works include any third party software, tools, utilities, methodologies, processes or documentation, Service Provider makes such third party materials available subject to their applicable terms and conditions.

11. CONFIDENTIAL INFORMATION

11.1. The Buyer shall make the Agreement public in accordance with Paragraph 9 of Article 94 of the Law. The Parties agree not to disclose confidential information to any third party without the prior written consent of the providing Party, and not to use the confidential information for personal or third party purposes unless such information is required to be disclosed to a legal, financial or other professional / advisor or lender. .

11.2. All information provided by the Buyer to the Service Provider is considered confidential, unless the Buyer confirms in writing that certain information provided is not confidential. All information provided by the Service Provider to the Buyer is considered confidential.

11.3. Confidential information is governed under this Agreement by the mutual provisions in Annex SD to the Agreement No. 4 which supersedes this Article 13. Confidential information is:

11.3.1. information obtained in the performance of the Agreement in electronic form, in writing or in any other way;

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

11.4. A person to whom a Party discloses confidential information shall be bound by an obligation of confidentiality and shall use such information only for the purpose provisioning the Services. The provisions of this Article shall not apply to information which is or becomes available to the public or which is or must be disclosed in accordance with the applicable law or by order of a court of law. Instructions for the supply and use of the Goods provided with the Services, other similar information, are also not considered confidential. A Party that violates its obligations under this Agreement to protect and not disclose confidential information shall indemnify the other Party for the damages caused by the breach of this Agreement and shall take all reasonable steps to remedy the consequences of such disclosure as soon as possible.

11.5. The Parties know, agree and undertake not to disclose, transfer confidential information to third parties, use this information only for the purpose of performance of the Agreement, and upon prior written notice of the disclosing Party return the confidential information to the disclosing Party or upon prior written notice destroy the provided information upon termination of the Agreement.

11.6. A Party that violates the confidentiality obligation provided for in the Agreement undertakes to pay a fine of EUR 3000.00 (excluding value added tax) and to compensate all direct and indirect losses incurred by the other Party to the extent that they are not covered by the imposed fine.

11.7. All information obtained during the performance of the Contract may be used by the Buyer for the purposes of the activities of its company and / or the company directly or indirectly controlled by the Buyer and / or the company directly or indirectly controlled by the Buyer and shall not be considered a breach. All information obtained during the performance of the Contract may be used by the Service Provider for the purposes of the activities of its company and / or the company directly or indirectly controlled by the Service Provider and / or the company directly or indirectly controlled by the Service Provider and shall not be considered a breach.

11.8. If provided for in the Contract SD, the Service Provider will be required to sign a separate confidentiality agreement, which may contain other provisions governing confidential information.

12. LIABILITY OF THE PARTIES, FORCE MAJEURE

12.1 The parties declare that the penalties provided for in this Agreement are fair and minor and agree not to reduce them, whether or not part of the obligation has been fulfilled. The Parties also acknowledge that the amount of such penalties is considered to be the minimum undisputed amount of damages suffered by the injured Party, which the other Party must compensate the injured Party for breach of the Agreement without requiring evidence of the amount of damages.

12.2 The Parties shall be liable for non-performance or improper performance of their contractual obligations in accordance with the procedure established in this Agreement and legal acts. Indemnification and

payment of penalties shall not release the Party from the proper performance of the provisions of the Agreement.

12.3 If the buyer claims compensation for the losses incurred, the penalties are included in the compensation. Penalties apply from the amounts specified in the Agreement, excluding VAT.

12.4 Penalties required to be paid by the Party on the basis of the Agreement must be paid within 10 (ten) days from the date of receipt of the invoice issued for payment or another document containing the claim for payment of penalties. The indemnifiable losses of the Party on the basis of this Agreement must be paid within 10 (ten) days from the date of receipt of the written claim.

12.5 If a Party fails to perform or improperly performs its obligations under the Agreement, it shall be in breach of the Agreement. In the event of an uncured breach of the Agreement by a Party following at least 30 days prior written notice, the other Party shall have the right to seek any legal remedy, including but not limited to: the proper performance of its contractual obligations; claim damages; to use the performance security of the Contract, if such a requirement was in the Purchase Conditions; to demand the payment of penalties and damages of the amount specified in the SD of the Agreement; terminate the Agreement due to a material breach of the Agreement.

12.6 If the Buyer fails to pay the Service Provider for the Services within the term specified in Part 6 of the Contract SD, the Buyer shall, upon the Service Provider's request, pay interest at the rate of 0.02 per cent of the amount not paid on time for each day of delay.

12.7 A party shall be released from liability for non-performance of the contract if it proves that the non-performance of the contract was due to circumstances beyond its control and reasonably foreseeable at the time of the conclusion of the contract and that it could not prevent these circumstances or their consequences. Force majeure does not mean that the goods are not available on the market for the performance of the obligation, the contractor does not have the necessary financial resources or the debtor's contractors are in breach of their obligations. The Parties understand the circumstances of force majeure as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and the Government of the Republic of Lithuania Decree No. July 15 by resolution no. 840 The Rules of Exemption from Liability in the Event of Force Majeure have been approved insofar as they do not contradict the Civil Code of the Republic of Lithuania.

12.8 A Party unable to perform the contract due to force majeure circumstances must promptly, but not later than within 3 (three) business days from the occurrence of such circumstances, notify the other Party in writing by providing evidence that it has taken all reasonable precautions and made every effort in order to reduce costs or negative consequences, as well as to indicate a possible deadline for the fulfillment of obligations. Notification is also required when the grounds for non-compliance disappear. At the request of the Buyer, the Seller, seeking to prove the circumstances of force majeure, must submit a certificate issued in accordance with the 1997 March 13 by resolution no. 222 "On the Approval of the Description of the Procedure for Issuing Certificates Certifying the Circumstances of Force Majeure" or the relevant legal acts replacing it.

12.9 The grounds for release from liability of a Party shall arise from the moment of occurrence of the circumstances of force majeure or, if the notice has not been given in time, from the moment of submission of the notice.

12.10 In the event of force majeure, the Parties shall be released from liability for non-performance, partial non-performance or improper performance of the obligations provided for in the contract, and the term for performance of obligations shall be extended subject to negotiation and a mutually signed amendment to this Agreement. If the circumstance due to which the performance of the contract is impossible, the party shall be released from liability only for the period that affects the performance of the contract. If the circumstances of force majeure continue for more than 6 (six) months, either Party shall have the right to terminate this Agreement unilaterally by notifying the other Party in writing 30 (thirty) calendar days in advance. Upon termination of the contract on this basis (i.e., a continuous six-month force majeure event), the Parties must settle accounts with each other and fulfill other obligations provided for in the contract no later than within 30 (thirty) calendar days from the date of termination of the contract.

12.11 Notwithstanding anything to the contrary contained in this contract, to the maximum extent allowable by law, under no circumstances shall either party be liable for any indirect, consequential, incidental, special, or exemplary damages. Each party's total liability under this agreement shall be limited to the total fees paid by buyer to service provider over the twelve (12) months immediately preceding the first event giving rise to the claim. This section shall apply at law and in equity, and whether arising out of contract, tort, agency, or by way of any other cause of action and whether a party was advised of the possibility of such damages. This section shall not limit any claims that arise mutually out of: 1) gross negligence or willful misconduct; 2) intellectual property infringement; 3) breaches of confidentiality (except for breaches pertaining to personal data which shall be subject to the cap); 4) violations of applicable law; or 5) any claims that cannot be excluded or limited by way of law. Service provider expressly disclaims all warranties, statutory or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose.

13. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT.

13.1 The moment of entry into force of the Agreement and its term of validity are specified in the SD of the Agreement.

13.2 The terms and conditions of the Agreement may not be changed during the term of the Agreement, except for such terms and conditions of the Agreement, the amendment of which is provided for in the Agreement and / or is possible in accordance with the Law. Amendments to the terms and conditions of the Agreement shall be formalized by written agreements of the Parties, which are an integral part of the Agreement.

13.3 Amendments to the terms and conditions of the Contract of a technical nature (for example, details of the Parties, errors) and adjustment of individual terms and conditions of the Contract performance in the circumstances provided for in the Contract shall not be deemed to be changes.

13.4 Amendments to the terms of this Agreement may be initiated by either Party upon submission of an appropriate request to the other Party and supporting documentation. Upon receipt of such a request, the Party shall examine it within 20 (twenty) calendar days and provide a reasoned written response to the other Party. In case of disagreement between the parties, the right to decide belongs to the Buyer.

13.5 The Buyer may suspend performance of the Contract or any part thereof for such time and in such manner as it deems necessary. If the period of suspension lasts longer than 30 (thirty) calendar days, the Service Provider has the right to request permission to resume performance of the Agreement, and if the Buyer does not issue permission within 10 (ten) calendar days of the respective Service Provider's application, terminate the Agreement with 10 (ten) notice. calendar days.

13.6 The Agreement may be terminated by written agreement of both Parties.

13.7 The Buyer has the right to terminate this Agreement unilaterally at any time, without the fault of the Service Provider, without going to court by notifying the Service Provider in writing 30 (thirty) calendar days in advance, notwithstanding that the Service Provider has already started to perform the Agreement. In this case, the Service Provider shall be paid only for the Services actually properly provided prior to the date of termination of the Agreement, and no compensation or loss shall be reimbursed to the Service Provider.

13.8 The Buyer has the right to terminate the Agreement unilaterally, without going to court, by notifying the Service Provider thereof in writing 5 (five) calendar days in advance, if the Service Provider has materially violated the Agreement. A breach of contract by the Contractor shall be considered material if:

13.8.1 the provided Services do not comply with the requirements provided for in the Agreement and the Service Provider does not rectify the deficiencies in the provision of the Services within the term specified in the Agreement;

13.8.2 The Service Provider has missed the term for the provision of the Services more than twice in a row, if the provision of the Services is of a continuous nature;

13.8.3 If the Services are not of a permanent nature and the Service Provider fails to comply with the deadline for the provision of the Services set forth in Section 5 of the SD of the Agreement and the delay from the scheduled end date is more than 30 days;

13.8.4 The qualification of the Service Provider has become non-compliant with the requirements of this Agreement and these non-compliances have not been corrected within 14 (fourteen) calendar days from the day when the qualification became non-compliant;

13.8.5 Bankruptcy or restructuring proceedings are instituted against the Service Provider, or bankruptcy proceedings are carried out out of court, compulsory liquidation or arrangement with creditors is initiated or similar proceedings are instituted under the laws of the country where it is registered, the Buyer becomes aware of other enforcement, which may have a material effect on the Contractor's ability to continue to perform the Contract and / or the Contractor is the subject of a conviction for the year 2004. March 31 The offenses defined in the European Union legislation listed in Article 45 (1) of Directive 2004/18 / EC of the European Parliament and of the Council on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts;

13.8.6 The Service Provider violates the provisions of this Agreement governing competition, management of intellectual property or confidential information;

13.8.7 The Service Provider violates the provisions of the Agreement regarding reliance on the capacities of other economic entities;

13.8.8 there are other circumstances provided for in Article 6.217 of the Civil Code of the Republic of Lithuania.

13.9 The Agreement may also be terminated by the Buyer's unilateral statement on termination of the Agreement, notifying the Service Provider and stating the reasons for termination of the Agreement not later than 30 (thirty) calendar days in the following cases:

13.9.1 The contract was amended in violation of Article 97 of the Law;

13.9.2 if it became clear that the Contractor with whom the Contract had been awarded had to be excluded from the Procurement Procedure by applying mutatis mutandis Article 46 (1) of the Public Procurement Law, which applies in conjunction with Article 59 (1) of the Law;

13.9.3 it became apparent that the Contractor should not have been awarded the Contract because the Court of Justice of the European Union had declared that the obligations under the Treaties establishing the European Union and Directive 2014/25 / EU had not been fulfilled in proceedings under Article 258 TFEU.

13.10 The Service Provider assumes the risk that upon termination of the Agreement on the basis of a material breach of the Agreement, the Service Provider may be included in the list of unreliable suppliers in accordance with the procedure established by the legal acts in force in the Republic of Lithuania.

13.11 Upon termination of this Agreement on any grounds, the Parties undertake:

13.11.1 take all measures to reduce the losses they suffer as a result of the termination of the Contract;

13.11.2 within 10 (ten) calendar days from the date of receipt of the notice of termination of the Agreement, submit to the other Party all documents necessary for full settlement under this Agreement (until the date of termination of the Agreement);

13.11.3 to pay for the appropriate, high-quality Services delivered before the termination of the Agreement and complying with the requirements of the Agreement.

14. FINAL PROVISIONS

14.1 The Parties agree that the Buyer has the right to transfer the rights and obligations arising from the Agreement to a third party without the written consent of the Service Provider, if reorganization, liquidation, restructuring or bankruptcy proceedings are initiated or the Buyer's legal status or the Buyer's functions or part thereof taken over by a third party. The successor of the Buyer's rights and obligations shall become the Party to the Agreement from the moment of taking over the rights and obligations, taking over all the rights and obligations assumed by the Buyer on the basis of this Agreement. At the request of the Service Provider, the Buyer shall provide the Service Provider with documents confirming the financial capacity of the third party taking over the rights and obligations of the Buyer and other necessary documents.

14.2 The Parties agree that after the reorganization of the Buyer's company or change of the Buyer's legal status in accordance with the procedure established by legal acts, without the written consent of the Service Provider, the Buyer's rights and obligations become the Contracting Party, taking over all the rights and obligations assumed by the Buyer. The Parties declare and confirm that such transfer of the Buyer's rights and obligations is not a novation in accordance with the provisions of Section 3 of Part I of Book VI of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Agreement. The Parties agree that the Buyer or its successor shall inform the Service Provider about the transfer of rights and obligations set forth in this clause in accordance with the procedure established by legal acts and the Parties shall not enter into a separate amendment to the Agreement.

14.3 The change of the Service Provider is possible due to the reorganization, liquidation, restructuring or bankruptcy proceedings of the Service Provider initiated in accordance with the procedure established by legal acts or if the status of the Service Provider changes or if the Service Provider's functions are taken over by a third party. The Service Provider must inform the Buyer thereof in writing not later than 30 (thirty) business days prior to the moment of taking over the rights and obligations of the Service Provider and submit the documents confirming the qualification of the successor of the Service Provider together with the said letter. The successor in title of the Service Provider must have at least the same qualifications as the Service Provider with whom the Contract has been concluded, assessed in accordance with the criteria set out in the Procurement Conditions. The Buyer, having received the Service Provider's letter together with all documents confirming the qualification of the successor of the Service Provider's rights and obligations, shall evaluate the content of the submitted documents within 10 (ten) working days and agree or refuse to agree to the change of the Contract. An amendment to the Agreement shall be signed by the Parties. The Parties declare and confirm that such transfer of the Service Provider's rights and obligations is not a novelty in accordance with the provisions of Section 3 of Part I of Book VI of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Agreement. The Service Provider shall not acquire the right to transfer its rights or obligations under this Agreement to a third party without the prior written consent of the Buyer (which consent shall not be unreasonably withheld).. Failure to comply with this condition shall be considered a material breach of the Agreement.

14.4 A Party shall not be entitled to transfer its obligations under this Agreement to a third party without the written consent of the other Party (which consent shall not be unreasonably withheld). This restriction on the transfer of obligations shall not apply in cases when the obligations arising from the transfer of the Buyer's functions or part thereof on the basis of this Agreement are transferred to another contracting authority - the Buyer's associates meeting at least one of the criteria set out in Article 2 (8)

14.5 All notices and other information between the Parties under this Agreement shall be in writing and shall be deemed to have been duly delivered if delivered in person, by courier, registered mail or other means specified in the SD Annexes to the Agreement at the addresses specified in those Annexes.

14.6 The Parties shall designate contact persons for communication, the details of which are set out in Annex 1 to the Agreement.

14.7 Each Party must notify the other Party within 5 (five) business days about the change of the address, details and contact persons specified in the SD of the Agreement. Until the change of address is notified, all notices and other correspondence sent to the address specified in this Agreement shall be deemed to have been duly served.

14.8 All relations between the Parties arising from this Agreement and not discussed in its terms and conditions shall be regulated by the laws and other legal acts of the Republic of Lithuania.

14.9 The Parties undertake to settle all disputes concerning the implementation of this Agreement through negotiations. If the Parties are unable to resolve these disputes through negotiations, they shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by legal acts.

14.10 Prior to the conclusion of the Contract, the Parties may agree on other provisions of the Contract, not mentioned in the Contract BD and / or the Contract SD, which do not contradict the Terms of Purchase and the provisions of the Law.

14.11 If any provision of this Agreement is or becomes invalid in whole or in part, it shall not invalidate the remaining provisions of this Agreement. In such a case, the Parties agree to use their best endeavors to replace the invalid provision with a legally effective provision which, as far as possible, has the same effect as the amended provision.

14.12 The Parties agree that during the provision of the Services, the Service Provider shall provide the Buyer with the final documents and other material related to the provision of the Services only in the English language.

14.13 The Buyer may also formalize in the SD and / or Technical Specification of the Contract which additional documents, in addition to those required by Clause 14.12 of the Contract BD, are provided in the English language.

14.14 By concluding this Agreement, the Parties confirm that they are aware that the General Data Protection Regulation may affect the implementation of this Agreement. The Parties agree that in the event of any need to process, transfer or share personal data between the Parties, this Agreement and / or its Annexes may be amended and / or a separate agreement on joint processing may be signed to ensure compliance with the General Data Protection Regulation. The Parties agree to review and / or amend the Agreement and / or its Annexes and / or to sign an additional agreement and take other necessary measures to ensure compliance with the requirements of the General Data Protection Regulation, should the need arise.

14.15 The names of parts / sections of the Agreement are for the convenience of the Parties only and may not be used unambiguously in interpreting the provisions of the Agreement.

14.16 The Agreement is made in two copies of equal legal force, one for each Party, unless one copy of the Agreement is signed by the electronic signatures of the representatives of both Parties.

14.17 Savings Clause. Service Provider's failure to timely or otherwise perform its responsibilities under this Contract (including failure to meet the service levels or critical milestones, if any) shall be excused if and to the extent such Service Provider non-performance is caused by:

- (i) the wrongful or tortious actions or omissions of Buyer or
- (i) the failure of Buyer to perform Buyer's obligations under this Contract, but only if and to the extent (A) Service Provider, upon becoming aware of such an occurrence, notifies Buyer of such wrongful or tortious action or failure to perform and its inability to perform under such circumstances, (B) Service Provider provides Buyer with reasonable opportunity to correct such wrongful or tortious action or failure to perform and thereby avoid such Service Provider non-performance, (C) Service Provider identifies and pursues commercially reasonable means to avoid or mitigate the impact of such wrongful or tortious action or failure to perform, (D) Service Provider uses commercially reasonable efforts to perform notwithstanding such wrongful or tortious action or failure to perform (with Buyer reimbursing Service Provider for its additional reasonable out-of-pocket expenses incurred in connection with such effort; provided, however, that Buyer has provided prior written approval of any such additional out-of-pocket expenses), and (E) Service Provider conducts a Root Cause Analysis and thereby demonstrates that such wrongful or tortious action or failure to perform is the cause of Service Provider's non-performance.

14.18 Buyer hereby acknowledges and agrees that the Services and/or Deliverables may be subject to applicable export control and trade sanction laws, regulations, rules and licenses ("Export Control Laws"). The Buyer shall comply with the Export Control Laws and agrees that it alone is responsible for ensuring its compliance with Export Control Laws.

SPECIAL PART OF THE SERVICE CONTRACT

Public limited company Lietuvos paštas, public limited company legally registered and operating in accordance with the laws of the Republic of Lithuania, legal entity code 121215587, VAT payer code LT212155811, registered office address J. Jasinskio str. 16, LT-03500 Vilnius, the Republic of Lithuania, about which data is collected and stored by the State Enterprise Center of Registers, represented

and **Atos IT Solutions and Services, Inc.** legally registered and operating under the laws of the State of Delaware, legal entity code 2336225, VAT code N/A, registered office address 4851 Regent Blvd, Irving TX 75063, United States of America, about which data is collected and stored by the State of Delaware, represented by

The Buyer and the Service Provider, each hereinafter referred to as the Party, collectively referred to as the Parties, have entered into this Service Agreement (the "Agreement").

1. GENERAL PROVISIONS AND OBJECT OF THE CONTRACT

1.1. The Service Provider undertakes to provide SAS development services (hereinafter referred to as the Services) to the Buyer under the conditions and terms specified in the Agreement, and the Buyer undertakes to pay for the provided Services under the conditions and terms specified in the Agreement.

1.2. This Contract is concluded at the end of the public procurement, in which the most economically advantageous tender has been selected on the basis of price.

1.3. The BD of the Agreement is an integral part of this Agreement. The BD of the Agreement is available at <https://www.post.lt/lt/viesieji-pirkimai>. In the event of a conflict between the BD of the publicly announced Contract and the procurement on the basis of which this Contract was concluded, the BD of the Contract shall apply.

1.4. For the purposes of interpretation and application of the Agreement, Clause 2.1 of the Contract BD sets out the order of precedence of the Agreement documents.

2. SCOPE AND PRICE OF SERVICES

2.1. Under this Agreement, SAS is provided with SAS development services as described in the Technical Specification (Annex SD No. 2 to the Agreement).

2.2. The price calculation method used for the contract is a fixed fee with a review. The Buyer shall purchase the Services as required at the prices specified in Annex SD No. 3 to the Agreement, not exceeding the maximum amount of the Services specified therein. The Buyer does not undertake to redeem the maximum amount of the Services or any part thereof.

2.3. The total price of the Services is 225.000,00 USD (two hundred and twenty five thousand USD 00 ct), including VAT. The total price of the Services includes:

2.3.1. The price of the services is 225.000,00 USD (two hundred and twenty five thousand USD 00 ct), excluding VAT;

2.4 The recalculation of the hourly service provision fee specified in Annex SD No. 3 to the Agreement shall be performed in accordance with the following circumstances and conditions:

2.4.1 if the percentage change in the Labor cost index in the market of the European Union (hereinafter - EU) countries, according to the economic activity indicator "J Information and communication", formed from the date of signing the contract or the last price recalculation (if the price is not recalculated for the first time) until the receipt of a written request to recalculate the prices will exceed +/- 4 (four) percent.

2.4.2. on the website of the European Statistical Office (hereinafter - Eurostat) <https://ec.europa.eu/eurostat>, in the database of indicators, in the section on statistics "Population and Social conditions", percentage change of Nominal, quarterly Labor Cost Index in the EU market, published in the "Labour cost index" section of the "Labor costs" section of the "Labour market (labour)" section, according to the economic activity indicator "J Information and communication", using seasonally and calendar adjusted data;

2.4.3. applying a conversion factor equal to the percentage change in the indicator specified in Clause 2.4.2 of the SD of the Contract, which arose from the date of signing the contract or the last price recalculation until the receipt of a written request to recalculate prices;

2.4.4. recalculations are based on the latest available Eurostat data;

2.4.5. rates are recalculated according to the following formula:

$$C_{pn} = S_n * (1 + (I - X) / 100)$$

C_{pn} - recalculated fee applied for Services;

S_n - the fee applicable to the Services provided for in the Agreement or the fee applied after the last recalculation (if the fee is not recalculated for the first time);

I - the coefficient is equal to the percentage change in the indicator specified in Clause 2.4.2 of the Contract SD, which arose from the date of signing the contract or the last price recalculation until the receipt of a written request for recalculation of prices;

The value of X depends on the value of I. If I < -4 percent, then X = -4 percent, if I > +4 percent then X = +4 percent.

2.4.6. the first recalculation shall be performed not earlier than 12 (twelve) months after the entry into force of the Agreement;

2.4.7. price recalculation in accordance with this Agreement shall be performed not more frequently than 1 (one) time in 1 (one) year;

2.4.8. the Party initiating the recalculation of the tariffs shall inform the other Party in writing of the wish to recalculate the tariffs;

2.4.9. the recalculation of prices under this Agreement shall be performed only in respect of those Services which are ordered / provided under the Agreement after the recalculation of Prices;

2.4.10. the recalculated Service Fees shall be formalized by an additional agreement to the Agreement signed by the authorized representatives of the Parties to the Agreement. It must indicate: the basis for the recalculation of the Service Fees, the recalculated Service Fees, the conversion factor (value), the recalculated Service Fees. If either of the Parties avoids formalizing the recalculated Service Fees, they shall enter into force 30 (thirty) calendar days from the day of sending the notification about the recalculation of the Service Fees.

3. QUALITY OF SERVICES

3.1. The quality of the Services provided must comply with the attached Technical Specification or other documents that set out the quality requirements for the Services.

3.2. Upon Buyer providing to Service Provider written notice of an error, Service Provider will use reasonable efforts to evaluate the reported error and recommend a solution within three (3) business days of written notice. During Service Provider's evaluation and implementation of the fix, Buyer may access and use a prior version of the software until a solution is diagnosed and successfully implemented.

3.3. In case of the Buyer's doubts about the quality of the Services during the transfer - acceptance, the Parties may order an expert examination. The conditions of the examination are specified in Clause 6.7 of the Contract BD.

3.4. In view of the fact that the Service Provider's qualifications have not been verified, the Service Provider confirms that it has the right to provide SAS development services and to engage in the activities necessary for the implementation of this contract.

4. RELEASE OF CAPACITY OF OTHER ECONOMIC OPERATORS

4.1 The contract is performed by the Service Provider on the basis of joint activities: No.

4.2 When the Service Provider relied on the economic and financial capacity of other economic entities to prove compliance with the requirements set out in the Procurement Conditions during the Procurement Procedures, the Service Provider and the economic entities on whose capacity the Service Provider relied shall be jointly and severally liable for the performance of the Contract.

4.3 The Service Provider has the right to use the Subcontractors for the performance of the Contract only for the part of the Contract specified in the Tender. The Service Provider has indicated in the Tender the part of the Contract for which the Subcontractors will be used: NO.

5. TERMS OF PROVISION OF SERVICES, PROCEDURE FOR TRANSFER - ACCEPTANCE OF THE RESULT OF SERVICES

5.1. The Service Provider undertakes to provide the Services within the terms specified in the Technical Specification.

5.2. The place of supply of services is specified in the Technical Specification.

5.3. A term of 3 (three) working days is set, within which the Buyer must accept the provided Services (ie sign the Service Result Transfer-Acceptance Deed) or inform the Service Provider in writing about the shortcomings of the Service Result.

5.4. If the SAS development services provided by the Service Provider are of poor quality and / or do not meet the requirements of the order, the Service Provider must acknowledge report of the deficiencies and estimate time to address no later than within 3 (three) calendar days from the Buyer's written notice of service quality deficiencies and / or non-compliance. A written claim of the Buyer's representatives during the performance of the Contract shall be considered sufficient proof. If the Service Provider does not eliminate the defects within the agreed timeframe, upon the Buyer's written request, the Service Provider shall pay the Buyer a fine in the amount of USD 200.00 (two hundred) for each delayed calendar day . Penalties are capped at 10% of the monthly invoice for applicable services and shall be Buyer's sole and exclusive remedy and will deducted from the amount payable by the Service Provider.

5.5. If the Service Provider is late in providing the SAS development services within a reasonable period of time specified in the order submitted by the Buyer, the Service Provider shall pay the Buyer interest at the rate of 0.05 (five hundred percent) from order values for each overdue calendar day. If the Service Provider delays the provision of services for more than 3 (three) calendar days through no fault of the Buyer, the Service Provider shall pay EUR 200.00 (two hundred) for each calendar day of delay and replace all interest for non-provision of services. Losses incurred by the buyer to the extent that they will not be covered by the fine. Penalties are deducted from the amount payable to the Supplier.

6. PAYMENTS, MONETARY OBLIGATIONS AND DETENTIONS

6.1. The Buyer shall pay to the Service Provider for the number of hours of properly and actually provided SAS development services specified in the Buyer's order, according to the hourly rate specified in Annex 3 to the Contract, within 30 (thirty) calendar days from the delivery and acceptance of the Service result and Invoice receipt dates.

6.2. The moment of payment for the Services shall be the day when the Buyer's bank debits the amount payable from the Buyer's bank account. Buyer shall not be liable and shall not be deemed to have breached the settlement terms set forth in this Agreement if any bank or correspondent bank withholds funds from the Buyer's bank account for payment for the Services for any reason (e.g., money laundering and terrorist financing prevention) or returned to the Buyer for reasons unrelated to the Buyer.

6.3. The maximum amount of interest and / or penalties payable by the Service Provider under this Agreement may not exceed the total price of the Services specified in Clause SD 2.3 of the Agreement.

7. ENTRY INTO FORCE AND VALIDITY OF THE AGREEMENT

7.1 This Agreement shall enter into force on the date of signature (the „Effective Date“) and shall remain in force until the Parties have fully fulfilled their obligations under this Agreement. Services are available for 36 months from the Effective Date unless previously exhausted. If the amount specified in Clause SD 2.3 of the Agreement is used before the term specified in this clause, the Agreement shall terminate upon exhaustion of this amount. Termination of this Agreement shall not affect any obligations arising under this Agreement which, by their nature and substance, continue to have effect after the termination of this Agreement.

8. SPECIAL CONDITIONS

8.1. This section discusses other provisions agreed by the Parties that are not discussed in the Contract BD and / or the Contract SD.

8.2 If the Buyer terminates the Agreement, the Service Provider materially violates the Agreement or the Service Provider unreasonably terminates the Agreement, the penalty set forth in Clause 16.9 of the Agreement (BD) shall apply.

8.3 The Service Provider confirms that the circumstances caused by the unfavorable epidemiological situation caused by the coronavirus infection (COVID-19) would lead to decisions taken by the competent state and / or municipal authorities of the Republic of Lithuania or other countries restricting the movement of persons and / or economic activities is considered a Force Majeure event.

8.4 The parties have agreed that if new circumstances arise after the execution of the contract which would restrict the Service Provider's activities to a greater or different extent than is known at the time of the execution of the contract and the Service Provider is unable to fulfill his contractual obligations, the Service Provider may be released from civil liability only if the Service Provider proves that the circumstances relied on by the Service Provider are of such a scale and nature that no diligent and observant trader could control and foresee them at the time of the execution of the contract and that the Service Provider could not have the occurrence of these circumstances or their consequences.

8.5 If the Service Provider is unable to fulfill its contractual obligations, the Service Provider must submit a request to the Buyer in accordance with the contract, including details of any unforeseen circumstances (eg limited company activities, state bans on exports of relevant goods, etc.) and reasons. that the Service Provider could not reasonably have foreseen these disruptions during the conclusion of the contract. In order to be released from civil liability, the Service Provider must provide all the information reasonably requested by the Buyer and specified in the contract, as well as the documents substantiating this information.

8.6 Corruption in any form is intolerable. The Buyer has the right to terminate the Agreement unilaterally upon prior written notice if the Service Provider (including any of the Service Provider's employees, intermediaries, subcontractors, representatives, etc.) gives or offers (directly or indirectly) any benefit to the Buyer's employee in terms of item, monetary consideration, commissions, in the form of services or other tangible or intangible benefits as an incentive or reward for performing or refraining from performing any act related to this Agreement, or for showing favoritism or unfavourability or showing them off (bribe) to any person related to this Agreement. Upon termination of the Agreement by the Buyer on this basis, the Service Provider shall cease providing services.

8.7 The parties have agreed that the Buyer has the right to immediately unilaterally terminate any or all contracts with the Supplier without having to pay any penalties, indemnify, compensate or refund the Supplier and / or its subcontractor, and the Buyer may cancel any or all Orders and / or suspend in whole or in part any contract with the Supplier if actual economic or other international sanctions apply to the Supplier, its manager, shareholder (s) and / or its ultimate beneficiary (i.e. a natural person who directly and / or indirectly, acting alone or together with other persons, is the ultimate owner of the Supplier and / or controls the Supplier or its management and / or exercises decisive influence over it). In the event of any inconsistency between the provisions of this Clause and the provisions of Clause 3.6 of the BD of the Agreement, the provisions of this Clause shall prevail.

8.8 The Parties have agreed that the Buyer has the right to terminate the Contract unilaterally if at least one of the contracting entities in the field of water management, energy, transport or postal services becomes clear during the performance of the Contract. 41 d. and / or Council Regulation (EU) No 833/2014, as amended, and / or Council Regulation (EC) 765/2006, as amended.

8.9 The Parties agree that the provision of services under the Treaty and the related processing of personal data will be subject to the 2020 Agreement. February. 4 d. Agreement on the processing of personal data no. 2018-P00104 / 00001. The Parties also agree that this Agreement on the processing of personal data shall remain in force for the duration of this Agreement and, in the event that the Service Provider processes personal data after the termination of this Agreement, for the period of such processing.

9. ACCESSORIES

9.1. Each Annex to this Agreement shall form an integral part thereof. Each Party shall receive one copy of each Annex to the Agreement.

9.2. The annexes to the contract are:

- 9.2.1. Annex SD to the Agreement No. 1 - "Contact persons";
- 9.2.2. Annex SD to the Agreement No. 2 - 'Technical specification'.
- 9.2.3. Annex SD to the Agreement No. 3 - "Service Fees";
- 9.2.4. Appendix SD No. 4 to the Agreement - "Confidentiality Agreement"

10. CONTACT INFORMATION OF THE PARTIES

Service provider

Atos IT Solutions and Services, Inc.
4851 Regent Blvd, Irving, TX 75063 USA
Company code: 13-3715291(Tax ID Number)
VAT code: N/A
Personal No. N/A
Bank: JP Morgan Chase
Bank code: ABA: 044000037A
Account Name: Atos IT Solutions and Services,
Inc. Account Number: 656522083
Tel. No.: +1 720 313 6862

Buyer

Limited liability company Lietuvos Paštas
J. Jasinskio g. 16, LT-03500 Vilnius, Republic of
Lithuania
Entity number: 121215587
VAT identification number: LT212155811
Bank account No. LT71 7044 0600 0018 7388
AB SEB bank
Bank code 70440
Telephone No. 8 700 55 400
E-mail: info@post.lt

CONTACT PERSONS

TECHNICAL SPECIFICATION

1. TERMS AND ABBREVIATIONS

1.1. Buyer / Contracting Entity — Joint Stock Company Lietuvos Paštas

1.2. Supplier — an economic entity — a natural person, a private or public legal person, another organisation and their subdivisions, or a group of such persons, including temporary associations of economic entities, with which the Buyer will conclude a contract for this Procurement.

1.3. Contract — the Purchase Contract, in writing, is concluded between the Supplier and the Buyer in respect of the Object of Procurement.

1.4. SAS — Distribution Automation System.

2. OBJECT OF THE PROCUREMENT

2.1. The subject of the procurement is SAS Development Services (hereinafter — the Services). The development services shall be provided for the distribution automation system of the Buyer, which is the core distribution system that provides the necessary information to the distribution equipment on how to distribute the consignments (distribution plans, rules, logic, etc.)

2.2. The method of service provision is remote.

2.3. The term of the Services is 36 months from the date of entry into force of the Contract.

2.4. The object of the procurement is not subdivided into lots, so the Supplier must submit a tender for the whole of the scope of the procurement specified below.

2.5. Scope of services:

Order No.	Name of service	Unit of measure (hours)	Maximum volume of services
1.	SAS Development Hours	Hrs.	2,500

2.6. The Buyer shall not be obliged to purchase the maximum number of hours set out in the table above within 36 months from the date of entry into force of the Contract. The scope of the SAS Development Services of the Buyer may vary depending on the actual demand of the Buyer.

2.7. Orders for SAS Development Services may be placed throughout the term of the Contract. Services will be provided based on the request of the Buyer, upon written (e-mail) order from the Buyer. The SAS Development Services shall be provided within the timeframes agreed with the Buyer in a separate order. The Supplier shall agree with the Buyer on the scope of the order, the service requirements, the timeframe for implementation and the cost estimates before execution of the order.

2.8. The performance of the services specified in the SAS Development Services Order shall be evidenced by a performance act signed by representatives of both parties, which shall also be deemed to be a handover act, indicating the actual number of specialist hours used, based on which the invoice for the implementation of the order will be calculated.

2.9. The results of SAS development services must be guaranteed for 6 months after acceptance. During the warranty period, the Supplier shall be obliged to rectify, at its own expense, any disruptions in the development of the System and/or non-conformities with the technical specification set out in the individual order.

2.10 The Supplier must ensure the smooth running of the service. If the new SFAS development solution results in errors and/or malfunctions in the Distribution Automation System itself, the Supplier shall correct them at its own expense.

Service Fees

Order No.	Name of service	Unit of meas.	Maximum quantity*	Price for 1 unit of measure in USD without VAT	Total cost of services, USD without VAT (4x5)
1	2	3	4	5	6
1.	SAS development services	Hrs.	2500	90 \$	225.000,00 \$
21% VAT**					N/A
Total price EUR including 21% VAT**					N/A

*In cases where VAT is not payable by the Supplier in accordance with the legislation in force, the Supplier shall not fill in these columns of the table and shall indicate the reasons why VAT is not payable (e.g., exempt, 0% rate, etc.): _____ exempt (zero % VAT under reverse charge mechanism).

MUTUAL CONFIDENTIALITY AGREEMENT

Public limited liability company Lietuvos paštas, legal entity code 121215587, registered office address J. Jasinskio str. 16, Vilnius (hereinafter referred to as the "Buyer"), represented

and **Atos IT Solutions and Services, Inc.** legally registered and operating under the laws of the State of Delaware, legal entity code 2336225, VAT code N/A, registered office address 4851 Regent Blvd, Irving TX 75063, United States of America (hereinafter referred to as the "Supplier"), represented

hereinafter the Buyer and the Supplier may be collectively referred to as the "Parties" and each individually as the "Party",

Considering that:

- the parties have entered into a SAS development services purchase agreement under which the Supplier has undertaken to provide SAS development services to the Buyer (hereinafter referred to as the "Service Agreement");
- During the execution of the Service Agreement, the Receiving Party will have access to data of the Disclosing Party, which constitute Confidential Information;
- Unlawful disclosure of such Confidential Information to third parties may harm the Disclosing Party and / or its business interests.

have agreed and entered into the following Confidentiality Agreement (the "Agreement"):

1. THE CONCEPT OF CONFIDENTIAL INFORMATION

1.1. "Confidential Information" shall mean:

1.1.1. any information expressed in any form (written, oral, electronic, visual and / or etc.) which the Disclosing Party transmits or which is disclosed to the Receiving Party constitutes a commercial and / or technological secret of the Disclosing Party, including commercial experience, information related to Disclosing Party's commercial technology, Disclosing Party's business model, know-how and / or other information of commercial value, the confidentiality of which the Disclosing Party seeks to preserve, including but not limited to information related to the Disclosing Party's operating procedures, human, intellectual and material resources, contracts, partners, all contractors, business projects, negotiations with partners, operational and / or business policy, customers. Information related to the number of Disclosing Party's customers, customer composition, their personal data, service provision procedures, service pricing, Disclosing Party's financial and accounting data, information systems information (diagrams, drawings, technologies, equipment manufacturers / models / versions, software manufacturers) is considered confidential. / models / versions, security systems, processes, any information in information systems / databases, source codes), technologies, systems used in the Disclosing Party's activities, principles of business management system, evaluation algorithms performed by the system, fulfillment of obligations to the Disclosing Party, any data on The Disclosing Party's customers who have been transferred by the Disclosing Party or otherwise become known to the Receiving Party, the prices offered and applied by the parties to each other, any other information related to the Disclosing Party and the Disclosing Party's subsidiaries;

1.1.2. all databases, analyzes, remarks, explanations, other documents prepared by the Disclosing Party or third parties used by him, which contain the information mentioned in Clause 1.1.1 of the Agreement or which are prepared on the basis of this information;

1.1.3. any documents (both in paper and electronic form) created by the Disclosing Party and transmitted to the Receiving Party in any form (written, electronic and / or etc.), which are not covered by clauses 1.1.1 and (or) 1.1.2 of the Agreement;

1.1.4. information on the specifics of the cooperation between the parties, as well as any correspondence between the parties related to the cooperation under the Service Agreement, this Agreement, the Service Agreement, this Agreement, their terms, annexes and / or copies thereof and any other information.

1.2. If the Receiving Party has doubts as to whether certain information related to the Disclosing Party provided or otherwise disclosed by the Disclosing Party is confidential, the Receiving Party shall treat such information as confidential in accordance with the procedure established by this Agreement until the Disclosing Party confirms otherwise in writing. Confidential information is not considered publicly available.

2. OBJECT OF THE CONTRACT

2.1. The Receiving Party undertakes to use the information received from the Disclosing Party only for the following purpose: for the performance of the Service Agreement concluded between the parties. The Receiving Party also undertakes to protect Confidential Information, not to disclose Confidential Information to any third parties, to ensure that Confidential Information does not reach any unauthorized person in any form.

3. RIGHTS AND OBLIGATIONS OF THE RECEIVING PARTY

3.1. The Receiving Party undertakes to use the Confidential Information received or learned from the Disclosing Party only for the purpose specified in Clause 2.1 of the Agreement.

3.2. The Receiving Party has the right to disclose Confidential Information or parts thereof only:

3.2.1. those employees of the Receiving Party who must have access to Confidential Information for the purposes of performance of the Contract;

3.2.2. to third parties employed by the Receiving Party, if it is necessary for them to have access to Confidential Information for the purposes of performance of the Contract;

3.2.3. to the relevant state authorities, officials and other persons to whom such information must be disclosed in accordance with the mandatory provisions of the laws of the Republic of Lithuania (only the part which must be disclosed by the lawful request of the said persons). In this case, the Receiving Party, having received the request to disclose the Confidential Information entrusted to him by the Disclosing Party, must, if permissible and practicable, promptly inform the Disclosing Party thereof in writing.

3.3. The Receiving Party must inform the persons to whom the Confidential Information is lawfully disclosed that the information is confidential and ensure that any person who directly or indirectly handles the Confidential Information has access to it and / or has access to it. At least as restrictive as the terms of this Agreement, protect Confidential Information, not disclose Confidential Information to unauthorized third parties and not use it for personal purposes, and undertake in writing to treat Confidential Information in accordance with the Agreement and be jointly and severally liable with the Receiving Party for breaches of its obligations.

3.4. The Receiving Party undertakes to implement technical and organizational measures for the protection of Confidential Information received or learned to ensure the security of such information, so that persons who do not have the right to obtain or know such information do not have the opportunity and conditions to obtain or obtain such information.

3.5. The Receiving Party must immediately notify the Disclosing Party if it has become aware or has a reasonable suspicion that Confidential Information may or may not be disclosed to persons who are not entitled to receive or know it, and shall make every effort to prevent such violations and eliminate the consequences of violations. legal liability or any other legal remedy applied.

3.6. The Receiving Party shall keep the Confidential Information completely confidential, not discuss it, pass it on or otherwise disclose it to third parties, except for the exceptions provided for in this Agreement, make no copies, transcripts, extracts and / or other records of Confidential Information except as required by the Services. to keep the Confidential Information in a diligent, secure and well-protected place, not to carry it or to behave in such a way that it may be lost, lost or otherwise beyond the Receiving Party's control, to take other measures necessary to prevent the unauthorized reproduction, use and (or) disclosure.

3.7. The Receiving Party undertakes to ensure that Confidential Information in any form and any copies thereof will not be disclosed to persons not entitled to it during or after the term of the Service Agreement.

3.8. Within 20 (twenty) working days, when the Confidential Information received from the Disclosing Party is no longer used for the purposes specified in the Contract, the Receiving Party, upon prior written notice from the Disclosing Party must destroy and / or completely delete or oblige the person to whom the Confidential Information was disclosed to destroy or completely delete all documents containing Confidential Information, without retaining any copies of the information on any media. The Receiving Party must immediately provide the Disclosing Party with a written confirmation of the fulfillment of the requirements set out in this clause of the Contract. Upon the Disclosing Party's request, the Receiving Party must return all material information held by the Disclosing Party to the Disclosing Party within 5 (five) business days and ensure that all other persons to whom such information has been provided return the material information confidential.

4. RESPONSIBILITY

4.1. The Receiving Party shall pay a penalty of EUR 3,000 (three thousand euros) to the Disclosing Party for any breach of the Agreement by disclosing to third parties any Confidential Information provided to it or otherwise learned by the Disclosing Party without the written consent of the Disclosing Party. However, if the losses incurred by the Disclosing Party exceed the amount specified above in this Clause of the Agreement, the Receiving Party shall also indemnify the losses exceeding the specified amount, as well as the income lost by the Disclosing Party, income received by other persons using the Disclosing Party's Confidential Information disclosed by the Receiving Party.

4.2. The amount specified in Clause 4.1 of this Agreement shall be deemed to be the Disclosing Party's pre-determined minimum future loss, in which case the Disclosing Party shall not be required to prove the amount

of the loss incurred. The parties agree that the amount of losses agreed by the parties is not excessive and is a reasonable amount, taking into account the scope of the parties' obligations and the consequences of the Receiving Party's proper default, does not disturb the balance of interests of the parties.

4.3. In case of breach of the Agreement, the Receiving Party shall pay the amount specified in Clause 4.1 of this Agreement to the Disclosing Party within 30 (thirty) days from the date of each such breach.

4.4 Notwithstanding anything to the contrary contained in this Section 4, the Receiving Party acknowledges that if it breaches this Annex SD to the Agreement No. 4 (Confidentiality Obligations) damages may not be an adequate remedy for the Disclosing Party and that the Disclosing Party may (without prejudice to any other rights and remedies) have the right to apply for injunctive relief or for specific performance of the Receiving Party's obligations.

5. FINAL PROVISIONS

5.1. This Agreement shall enter into force on the date of entry into force of the Service Agreement and shall be valid for 5 (five) years after the expiry of the Service Agreement. The Agreement is valid and applies both to Confidential Information which the Disclosing Party has transmitted and (or) otherwise disclosed to the Receiving Party before the entry into force of this Agreement and to Confidential Information which the Disclosing Party has disclosed and / or otherwise disclosed to the Receiving Party after the entry into force of this Agreement.

5.2. If the Parties enter into other agreements after the entry into force of this Agreement, this Agreement shall also apply to the relations of the parties arising before, during and after the conclusion of the Agreement, unless otherwise provided in this Agreement. other, other agreements of the parties).

5.3. The provisions of the contract do not apply to information that is not considered confidential.

5.4. The contract may be amended or supplemented by written agreement of the parties.

5.5. The law of the Republic of Lithuania shall apply to the contract.

5.6. Neither party shall assign its rights and obligations under the Agreement, or any part thereof, to any third party without the written consent of the other party.

5.7. The Agreement is concluded in Lithuanian in plain written form in two copies with equal legal force. Each party retains one copy of the Agreement.

5.8. Disputes between the parties shall be settled by negotiation. If an amicable settlement cannot be reached, the dispute between the parties shall be settled in accordance with the laws of the Republic of Lithuania in a court located in Vilnius.

5.9 This Agreement shall not be construed as granting expressly or by implication during its term or thereafter, any rights or licenses in respect of any patent, copyright or any other intellectual property right in force and belonging to the Disclosing Party. The property ownership in all Confidential Information disclosed pursuant to this Agreement shall, subject to any right of any third party owner, remain with the Disclosing Party.

Service provider

Atos IT Solutions and Services, Inc.
4851 Regent Blvd, Irving, TX 75063 USA
Company code: 13-3715291(Tax ID Number)
VAT code: N/A
Personal No. N/A
Bank: JP Morgan Chase
Bank code: ABA: 044000037A
Account Name: Atos IT Solutions and Services,
Inc. Account Number: 656522083
Tel. No.: +1 720 313 6862

Buyer

Limited liability company Lietuvos Paštas
J. Jasinskio g. 16, LT-03500 Vilnius, Republic of
Lithuania
Entity number: 121215587
VAT identification number: LT212155811
Bank account No. LT71 7044 0600 0018 7388
AB SEB bank
Bank code 70440
Telephone No. 8 700 55 400
E-mail: info@post.lt