

TECHNICAL SPECIFICATION

1. DEFINITIONS AND ABBREVIATIONS

- 1.1. **“Customer”** shall mean Ignitis grupės paslaugų centras UAB.
- 1.2. **“Service Provider”** shall mean an economic entity, i.e. a natural person, private legal entity, public legal entity, other organisations and their subdivisions or a group of such persons with whom the Customer enters into a Contract.
- 1.3. **“Contract”** shall mean the contract between the Customer and the Service Provider in relation to the Procurement.
- 1.4. **“Parties”** shall mean the Customer and the Service Provider.
- 1.5. **“Working Hours of the Customer”** shall mean the working hours within the Customer’s working hours: I-IV 7:30 - 16:30, V 7:30 - 15:15.
- 1.6. **“System”** shall mean the asset management system IBM Maximo and its mobile application used by Ignitis Group.
- 1.7. **“Services”** shall mean the System Maintenance and Development Services.
- 1.8. **“Maintenance Services”** shall mean the System Maintenance Services, consisting of the System Support Services and Consulting Services.
- 1.9. **“Support services”** shall mean identifying and resolving system problems/malfunctions.
- 1.10. **“Consultancy Services”** shall mean consultation of the Customer’s representatives on all issues related to the use, development and operation of the System.
- 1.11. **“Development services”** shall mean the Services to improve, modify or replace the system.
- 1.12. **“Critical Error”** shall mean an emergency failure of the System when the problem prevents more than 5% of the System users from performing the existing System functions.
- 1.13. **“Response Time”** shall mean the time within which the Service Provider, upon receipt of a notification, performs a preliminary analysis of the problem, prioritises the error and assigns a consultant to work further on the error or need and informs the Customer by e-mail or other means agreed between the Parties.
- 1.14. **“System User”** shall mean an employee of the Customer and/or ESO who connects to and works with the System.
- 1.15. **“Order”** shall mean a written document submitted to the Service Provider on the basis of the Contract by text message, e-mail and/or through the information system specified by the Customer, specifying the quantities of the Services, the addresses and time limit for delivery.
- 1.16. **“Ignitis Group”** shall mean the group of companies of Ignitis grupė UAB.
- 1.17. **“ESO”** shall mean Energijos skirstymo operatorius AB, the company of Ignitis Group.
- 1.18. **“Technical Specification (TS)”** shall mean this document which details the requirements and conditions for the provision of the Services under the Contract.

2. OBJECT OF THE PROCUREMENT

- 2.1. Maintenance and development services for the IBM Maximo system and its mobile app.
- 2.2. Description of the current situation:
- 2.2.1. The Customer shall have an asset management system, IBM Maximo Asset Management (version 7.6.1.2), which was purchased through public procurement in 2020 (procurement number: 488998). System has been used in the day-to-day operations of ESO since 2022. The electricity and gas defect processes, inspection planning and execution, scheduled repairs shall be carried out in the System, and the System has accumulated 12 million electricity assets (including 130,000 km which are linear) and 1.4 million gas assets (including 9.7 thousand km which are linear). The System shall have 900 users and support integrations and interfaces with 8 internal (Ignitis Group) and external systems. The IBM Maximo mobile application shall mean IBM Maximo Anywhere product (V7.4.6, Android and Windows OS versions), i.e. shall also be used for the implementation of ESO’s business processes.

3. THE SCOPE OF THE OBJECT OF THE PROCUREMENT

- 3.1. The quantities of the Services shall be set out in Table 1 below:

Table 1

Seq. No	Name of the Services	Unit of measure	Preliminary quantity ¹ for the term of the contract
1.	Maintenance Services (monthly)	Month	8
2.	Maintenance Services (TS 6.1.2 and 6.1.4 points)	Hour	240
3.	Development Services	Hour	150

4. PLACE OF PROVISION OF THE SERVICES

4.1. The Service Provider shall provide the Services using the Customer's IT infrastructure.

4.2. The results of the Services shall be sent to the Customer by means of:

4.2.1. Executable codes – GITLAB;

4.2.2. Documentation, i.e. *SharePoint*, *GITLAB*, *JIRA CONFLUENCE* or any other method agreed by the Parties.

4.3. By a written agreement between the Parties, remote access to the development and testing environment of the System may be granted to the employees assigned by the Service Provider for the performance of the Contract to provide the Services. Connections to the production environment shall be granted by separate agreement of the Parties. Prior to granting access to the System, the Service Provider and its employees shall provide the Customer with signed security and confidentiality documents in accordance with the Customer's internal procedures and requirements.

5. REQUIREMENTS FOR THE OBJECT OF THE PROCUREMENT

Description of the object of the Procurement

5.1. **The Services shall consist of the Maintenance and Development Services.**

5.2. **Maintenance Services consist services specified in TS point 1.8.**

5.3. **The Development Services shall include:**

5.3.1. Detailed analysis of the problems/issues. Work performed by the Service Provider when a problem/malfunction in the System under maintenance cannot be resolved without a detailed analysis of the software code and data;

5.3.2. Design, programming and configuration works. The System design and configuration works required to resolve a complex problem/configuration following a detailed problem/malfunction analysis;

5.3.3. Data processing. Data processing services required to resolve a problem/malfunction, following a detailed analysis of the problem/malfunction, or where the need for the afore-mentioned Services is due to errors by the System users;

5.3.4. Deployment Services shall mean the preparation and delivery of an installation package of the modified System Software and its modifications/upgrades within the scope of the Order for the Development Services and, if required, deployment in the specified environments.

5.4. The Service Provider shall be an official and authorised representative of the manufacturer of the System.

5.5. During the period of provision of the Services, the Service Provider must ensure accessibility of the System for at least 99% of System support (service) time and compliance with the security and speed requirements of information technology. Accessibility is calculated once a month, according to this formula:

$$SLA = \frac{AST - DT}{AST} \times 100\%$$

Agreed time of support – AST, downtime – DT, Accessibility - SLA

6. PROCEDURES AND DEADLINES FOR THE PROVISION OF THE SERVICES

6.1. Procedure for the provision of the Maintenance Services:

6.1.1. If the Maintenance Services are provided on a monthly basis, the Certificate of Acceptance and Transfer of the Services shall not be signed on a monthly basis, and the calculation of the provision of the Services and the monthly fee shall be charged from the date of entry into force of the Contract. The Maintenance Services provided on a monthly basis shall be paid in accordance with the invoice for the Maintenance Services provided

¹ Preliminary quantity of the Services shall be indicated. During the term of the Contract, the Customer shall have the right to adjust the quantity of Services purchased, up to the maximum Contract Price specified in the Contract. The Customer shall not be obliged to purchase all or any part of the Services.

in the preceding month issued by the Service Provider by the 5th day of each month (fixed monthly fee). If the start of provision of the Maintenance Services shall not coincide with the start of the month, payment shall be made in proportion to the number of days in the month.

6.1.2. If the Customer submits a separate Order, the Maintenance Services may be provided within the non-working hours of the Customer on the basis of the actual time spent, as recorded by the Service Provider that provided the Services. Each time after the Maintenance Services are performed within the non-working hours of the Customer, an acceptance and transfer certificate shall be drawn up, containing a list of the provided Services, the duration and the amount (obtained by multiplying the time spent on the Services by the hourly rate of the Maintenance Services) (this provision shall apply when the Technical Specification provides for a service time of 8/5). The Service Provider shall invoice the Service Provider after signature of the Certificate of Acceptance and Transfer of the Services by the Parties.

6.1.3. The Customer shall have the right to suspend the provision of the Maintenance Services during the period of provision of the Services and shall not be liable to pay for such suspension. The Service Provider shall be notified of the suspension of the Maintenance Services by giving a 1 (one) month's notice in writing and/or by e-mail, confirmed by a written agreement of the Parties (the letter shall be prepared by the Customer). The Customer shall inform the Service Provider of the resumption of the provision of the Maintenance Services 1 (one) month in advance in writing and/or by e-mail (unless otherwise agreed by the Parties), confirmed by a written agreement between the Parties (the letter to be executed by the Client).

6.1.4. If the Customer suspends the provision of Maintenance Services with a unit of measurement of a month, the Customer may order the Maintenance Services in hours by means of separate Orders specifying the terms and volumes of the provision of such Services. In this case, the Service Provider shall be paid for the time actually spent at a fixed hourly rate for the Maintenance Services, by means of the Certificate of Acceptance and Handover of the Services specifying the provided services. The Service Provider shall submit an invoice upon signature of the certificate by the Parties.

6.1.5. Procedure and deadlines for the provision of the Support Services:

6.1.5.1. The Support Services shall be provided on the basis of the Customer's request, following the Customer's notification of technical problems/malfunctions with the System.

6.1.5.2. Notifications of technical problems/malfunctions of the System shall be submitted by the Customer's authorised representatives to the Service Provider in writing (by registration in the Customer's Jira system, by e-mail or by any other method agreed between the Customer and the Service Provider).

6.1.5.3. All problems/malfunctions of the System, i.e. incidents, shall be classified as follows:

6.1.5.3.1. High level incident – the System down, unavailable, essential business logic not working correctly, loss of data, major disruptions in speed;

6.1.5.3.2. Medium level incident – the System (or a commonly used part/function of the System) is unstable, e.g. error messages are displayed requiring re-login to the System; commonly used operations are not performed correctly; data is not saved correctly; data (part of it) is not received/transmitted to other information systems;

6.1.5.3.3. Low-level incident – minor errors in the System that do not limit the functionality and performance of the System, and do not corrupt or produce erroneous data.

6.1.5.4. Incident response and resolution timescales:

No	Incident	Response time (the System maintenance term)	Decision time (the System maintenance term)
1.	High	No longer than 1 (one) working hour from the time of the Customer's notification.	No later than within 2 (two) working hours from the moment of the Customer's notification of a problem/malfunction of the System.
2.	Medium	No longer than 2 (two) working hours from the time of the Customer's notification.	Within a maximum of 4 (four) working hours from the moment of the Customer's notification of a problem/interruption in the System.
3.	Low	No longer than 8 (eight) working hours from the time of the Customer's notification.	<p>Not more than 24 (twenty-four) Working Hours from the receipt of notification of a System problem/failure from the Customer</p> <p>Within a maximum of 2 (two) weeks from the receipt of the notification of the problem/failure of the System from the Customer. If changes to the software code are required to resolve a malfunction of the System, then, unless otherwise agreed by the parties, the above procedure shall apply.</p>

6.1.5.5. A System problem/malfunction shall be deemed to have been resolved when the Customer's authorised representative confirms in writing that there is no System problem/interruption;

6.1.5.6. If changes to the software code are required to troubleshoot the System, the documentation referred to in paragraph 7.1.4.3 to 7.1.4.4 shall apply.

6.1.5.7. The period for the provision of Support Services shall not include time spent waiting for additional or revised information from the Client (as reasonably requested) without which the provision of quality Support Services is not reasonably possible.

6.1.5.8. Setting service times:

Service time	Service time category
I-IV: 7:30 – 16:30, V: 7:30 – 15:15	8x5

6.1.6. Procedure and deadlines for the provision of the Consultancy Services:

6.1.6.1. The Consultancy Services shall be provided on an as-needed basis throughout the term of the Agreement. Depending on the manner in which the Customer submits the enquiry, the Service Provider shall provide the Consultancy Services by telephone, email or any other form agreed between the Customer and the Service Provider.

6.1.6.2. The period for the provision of the Consultancy Services shall not include time spent waiting for additional or clarified information from the Customer (as reasonably requested), without which it is not reasonably possible to provide a quality response to the Consultation.

6.1.6.3. The need for the Consultancy Services may arise from:

6.1.6.3.1. Infrastructure issues: server configuration, setting up permissions, other administrative actions;

6.1.6.3.2. Analysis of technical logs for system failures, where the Customer is consulted on the data path (which data is received from which system and transmitted to which system);

6.1.6.3.3. Scope of planned changes in the System and recommendations on the effectiveness of the System enhancement actions envisaged by the Customer: perspectives for System development, options for changing functions and communication vulnerabilities, likely timescales for change/development, assessments of development/replacement options, etc.

6.1.6.4. Any query submitted by the Customer to the Service Provider that is resolved by the Service Provider without modification to the System artefacts (e.g. software code, configuration, documentation, etc.) shall be considered a consulting query and the time spent on the resolution of the query shall be considered as the Consultancy Services.

6.1.6.5. The Consultancy Services must be provided immediately. If the Service Provider is unable to provide adequate advice immediately, the Service Provider shall provide responses to unanswered enquiries within a maximum of sixteen (16) Working Hours of the Customer from the time of the Customer's enquiry. If the complexity of the Consultancy Services referred to in paragraph 6.1.6.3.3 of the TS does not reasonably allow for the provision of the Consultancy Services within the timeframe set out in this paragraph above, the Service Provider shall respond to unaddressed enquiries within a time limit agreed by the Parties, but not more than within two (2) working days.

6.2. Procedure and deadlines for the Development Services:

6.2.1. The Development Services shall be provided on the basis of the Customer's need, with the Customer submitting Orders to the Service Provider in writing (by e-mail or other written form agreed between the Customer and the Service Provider). The terms and scope of the provision of the Development Services shall be agreed in writing in advance and confirmed in the Order by an authorised employee of the Service Provider and the Customer. The Order shall be signed by both Parties. The Order shall specify the Services to be provided, the required working hours and the deadlines.

6.2.2. Orders may be placed by the Customer with the Service Provider throughout the term of the Contract. The number of Orders shall be unlimited.

6.2.3. The Service Provider shall provide a preliminary assessment of the described requirements based on the requirements approved by the Customer and submitted to the Service Provider within a maximum period of 5 (five) Working Days. The steps in the evaluation of the detailing (disaggregation) of the Services shall not exceed 24 (twenty-four) Working Hours unless, in individual cases, a different duration of steps in hours for a specific evaluation is agreed with the Customer.

6.2.4. The Service Provider shall undertake to provide a detailed description and estimate of the solution to the requirements of the Order for the Development Services within the time limit specified in the Order. The amount of the estimate shall be calculated by multiplying the hourly rate set out in Annex 3 to the Contract by the time specified in the Order for the provision of the Development Services.

6.2.5. The Customer may pay for volumes (hours of work) that have not been agreed (i.e. .e. not specified in the Order) if these volumes are agreed between the Service Provider and the Customer and are confirmed by signing a new Order. The Service Provider shall, in the course of the execution of the Customer's Order, undertake to provide, upon completion of the evaluation, the architectural solutions and description of the ordered new Development Services, which shall include a description of the dependencies of the functionality on other functionalities, the interfaces of the ordered Development Services with other systems of the existing systems of the Customer.

6.2.6. The Service Provider shall test the results of the Development Services provided in the testing environment and report the results of the testing. The specific tests shall be identified in the Order for the Development Services: functional testing, integration testing, regression testing, the System testing, acceptance testing, performance testing, security testing. Testing shall not be carried out in the course of provision of all Development Services. **Testing to be carried out, to be separately agreed for each Order, shall be charged at the hourly rate of the Development Services.** The installations of the System shall be carried out in a test environment in order to verify the functionality of the deliverables of the Development Services and their compatibility with the existing System modules and their functionalities. The errors encountered during testing shall be logged and managed by the Service Provider in a system specified by the Customer.

6.2.7. The Service Provider shall provide detailed instructions on how to correctly install/deploy to/from the System in a test environment and/or configure the upgrade/change/development of the System in a production environment.

6.2.8. In the installation/deployment instructions, the Service Provider must:

6.2.8.1. provide sets of installation/uninstallation codes;

6.2.8.2. describe the installation work (steps);

6.2.8.3. describe the installation times for each step;

6.2.8.4. make recommendations on how the System Users should work during implementation;

6.2.8.5. provide a verification plan for deployment in a production environment.

6.2.9. The Service Provider shall provide an updated User Guide together with the installation instructions, which shall include:

6.2.9.1. a description of the change/automated function;

6.2.9.2. a diagram of the activity or function being automated;

6.2.9.3. information on the steps to be taken before the function may be performed;

6.2.9.4. information on how to start (e.g. specify a menu path) the automated function;

6.2.9.5. information on how to perform (e.g. which fields to fill in, the purpose and meaning of those fields) the automated function;

6.2.9.6. information on the next steps to be taken to complete the function/task process.

6.2.10. New functionality added to the production environment of the System shall not interfere with the operation of the other modules of the System and the functions contained therein. If the newly uploaded functionality disrupts the operation of the System modules and their functions, the uploaded functionality shall be deemed to be of poor quality.

6.2.11. The Development Services provided in accordance with each Order placed by the Customer in a timely and proper manner shall be handed over to the Customer by the Parties by signing a certificate of transfer and acceptance of the provided Development Services. Upon signature of the certificate by the Parties, the Service Provider shall issue an invoice. In cases where the deadline for the provision of the Development Services specified in the Order is longer than 3 (three) months, the Customer shall specify that interim payments are possible under this Order and shall specify the quantity and frequency of such payments in the Order. The interim payments provided for shall only be possible after the Parties have signed the relevant certificates of transfer and acceptance of the provided Development Services. For the sake of avoidance of doubt and subject to paragraph 6.2.17 of the TS, interim payments shall not affect the calculation of the warranty period, which shall commence from the signing of the certificate of transfer and acceptance for the final result of the Development Services under the Order.

6.2.12. The Customer shall sign the Certificate of Transfer and Acceptance of the Development Services when:

6.2.12.5. the production environment of the System is capable of executing operation processes within the scope of the functionality defined in the Order for the Development Services, there are no remaining bugs identified by the Customer that have not been corrected, and the newly uploaded functionality is functioning at a high level of quality. In cases where the deployment into the production environment does not take place due to inadequate quality of the Services provided by the Service Provider and takes more than 1 (one) month from the date of provision of the Development Services ordered by the Customer, the Service Provider shall have the right to require the Parties to sign a certificate of transfer and acceptance in respect of the afore-

mentioned Development Services. For the avoidance of doubt, in such cases, the warranty period as set out in paragraph 6.2.17 of the TS shall commence from the first day on which the Customer informs the Service Provider in writing of the date of installation of the ordered Development Services in the production environment. Any defects shall be remedied by the Service Provider at its own expense;

6.2.12.6. the Development Services have been subject to a trial run, the duration of which shall be specified in the Order.

6.2.13. If, at the time of handover-acceptance of the provided Development Services, the Client is not able to fully verify the compliance of the provided Development Services with the requirements set out in the Contract and the Order due to circumstances or reasons beyond the control of the Service Provider, the signing of the transfer and acceptance certificate shall in no way limit the Customer's right to complain to the Service Provider after the signing of the transfer and acceptance certificate about the non-compliance of the Development Services with the requirements/defects set out in the Contract and the Order.

6.2.14. The Certificate of Transfer and Acceptance of the Development Services shall be drawn up in two copies of equal legal force, one copy for each Party.

6.2.15. The Service Provider shall undertake to generate the *source code* generated for the Customer and upload it to the Customer's source code and documentation repository GITLAB. The Service Provider shall also undertake to keep the afore-mentioned *source codes* up-to-date after any improvements and modifications to the System, and transfer them to the Customer upon expiry of the Contract, without any restrictions on the use of the source codes (configuration, updating, upgrading, etc.).

6.2.16. It is expected that updates and/or fixes to new functionality may be uploaded to the Customer's testing environment for acceptance testing up to 2 times. If a functionality uploaded to the Testing Environment during Acceptance Testing has been uploaded more than 2 times due to unresolved/fixed errors by the Service Provider, the uploaded functionality shall be deemed to be of poor quality and the penalty specified in the Special Part of the Contract shall be payable. Newly developed functionality uploaded to the production environment of the System shall not interfere with the operation of other functionality in the System. If the newly developed functionality uploaded to the production environment interferes with the operation of other functions in the System, the uploaded functionality shall be deemed to have been performed in a defective manner.

6.2.17. The Service Provider shall provide the Development Services provided under this Technical Specification with the warranty period specified in the Tender of the Service Provider and in the Special Part (SP) of the Contract, which shall not be less than 12 (twelve) months. The warranty period shall be calculated from the date of signing of the certificate of transfer and acceptance of the provided Services.

6.2.18. During the Warranty Period, the Service Provider who has provided the Development Services that do not comply with the requirements set out in the Contract shall undertake to rectify such discrepancies/defects at its own expense within no later than 2 (two) working days (except if the discrepancies/defects have resulted in a Critical Error) from the day on which the Customer sends a written notice (by e-mail or other written form proposed by the Service Provider) of the non-compliance of Development Services with the requirements set out in the Contract, or provide a temporary solution to rectify such discrepancies/defects.

7. DOCUMENTATION PROVIDED DURING THE TERM OF PERFORMANCE OF THE CONTRACT

7.1. The documentation shall be provided during the provision of the Development Services in accordance with the Customer's Order:

7.1.1. The Service Provider must provide an evaluation of the Development Services according to the form provided by the Customer which shall include the following:

7.1.1.1. the brief description of the Development Services;

7.1.1.2. the risks of the Development Services;

7.1.1.3. the price of the Development Services;

7.1.1.4. the time limits for provision of the Development Services.

7.1.2. When ordering the Development Services, the Customer shall submit an Order of the Development Services Order, which shall include information on the evaluation of the Services in accordance with paragraph 6.2.1 of the TS and specify the time limits for the provision of the Development Services as agreed with the Service Provider.

7.1.3. The Service Provider must provide a report on testing of the Development Services in the format agreed with the Customer, which must include the following:

7.1.3.1. the object being tested (as required);

7.1.3.2. the actions taken and the data tested;

7.1.3.3. the expected result;

7.1.3.4. the obtained result;

7.1.3.5. the conclusions and recommendations.

7.1.4. The Service Provider shall submit full documentation concerning the Services referred to in paragraphs 5.2.1 to 5.2.4 of this Technical Specification together with the certificate of transfer and acceptance of the Development Services:

7.1.4.1. the agreed detailed analysis documents for the changes;

7.1.4.2. the technical specification for the amendments;

7.1.4.3. the source code of the programmed parts;

7.1.4.4. the executable codes for programmed parts;

7.1.4.5. installation/configuration instructions;

7.1.4.6. the results of the testing in an agreed document format;

7.1.4.7. an updated user guide;

7.1.4.8. an updated administration manual (if any amendments have been made).

7.1.5. The Service Provider shall provide all documents referred to in paragraph 7.1.4 of the Technical Specification to the Customer in Lithuanian or English and send them to the Customer by e-mail or other electronic means.

7.1.6. All documents referred to in paragraph 7.1.4 of the Technical Specification shall become the Customer's intellectual property and non-property upon their transfer to the Customer, i.e. the Service Provider shall not be entitled to claim any additional fees (for patent, etc.) or other amounts for the use of the said documentation after the expiry of the Contract.

7.1.7. The Service Provider shall upload the source codes (including their working versions) and documentation created for the Customer to the Customer's source code and documentation repository GITLAB.