

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 concluded between the Service Provider and the Customer in relation to the Object of the Procurement.
- 1.4. **“Parties”** shall mean the Customer and the Service Provider.
- 1.5. **“Business Hours of the Customer”** shall mean the Business Hours calculated within the Customer’s business hours: 7:30-17:30 (GMT+2) on weekdays.
- 1.6. **“System”** shall mean the HRB Portal which includes the portal hrb.ignitis.lt and the mobile application (Android and iOS versions) “HRB Mobile”.
- 1.7. **“Services”** shall mean the system development, subscription, configuration, modification and related consulting services.
- 1.8. **“User”** shall mean a person entitled to use the System to perform its intended functions.
- 1.9. **“Administrator”** shall mean a person who has an extended right to use the System and organise the operation of the System: create various objects and processes of the System necessary for the organisation and execution of the activities of personnel management.
- 1.10. **“Subscription Services”** shall mean the services provided at the Service Provider’s sole resources and expense for the use of the System, detection and resolution of problems/malfunctions and preventive maintenance.
- 1.11. **“Consultancy Services”** shall mean consultation of the Customer’s representatives on all issues related to the use, development, configuration and operation of the System, as well as solution configuration services.
- 1.12. **“Development Services”** shall mean System enhancement and deployment services to be performed only after the Parties agree to a Change (preparation and delivery of the deployment package for the modified System Software and its modifications/upgrades within the scope of the Order for the Development Services, and deployment in the specified environments, if required)
- 1.13. **“Technical Specification”** or **“TS”** shall mean this document with annexes.
- 1.14. **“Support System”** shall mean a centralised incident and call management and tracking system or other equivalent tools offered by the Service Provider.
- 1.15. **“Critical Period”** shall mean the periods in each calendar month from the last day of the month to the 10th day of the following month.
- 1.16. **“Non-Critical Period”** shall mean the period from the 11th day to one day before last day of each calendar month.
- 1.17. **“Technical System Operation Problem”** shall mean all System malfunctions/errors that cause the System to fail to meet functional and non-functional requirements. Technical System Operation Problems shall be classified as:
- 1.17.1. **“Critical Priority Problem”** shall mean the situation where a fault and/or problem that prevents the System User from performing the intended necessary functions has been identified and no other acceptable performance of that function is known to the Customer. In addition, the malfunction shall restrict the use of the Service by all users of the System or by all users of the particular required functionality. A Critical Priority Problem shall also be considered as an interruption that causes a direct loss to the Customer (e.g. incorrect payments to employees due to erroneous schedule information).
- 1.17.2. **“High Priority Problem”** shall mean the situation in which the essential functions of the System are performed, but the ancillary functions of the System are interrupted. Furthermore, when the disruption hinders the work of the Customer’s System Users but does not completely interrupt it; it affects the Customer’s work (limits functionality) but basic operations may be performed. Besides, a High Priority Problem shall mean an interruption that results in damages to the reputation of the Group or its companies (e.g. misrepresentation in reports to shareholders or other stakeholders).
- 1.17.3. **“Medium Priority Problem”** shall mean the situation where a fault and/or problem has been identified which does not generally prevent the performance of necessary functions because there shall be an alternative way of using the faulty function, but which causes inconvenience to the use of the System (e.g. requires an additional action by the System user, displays warnings and errors in the System, etc.). An alternative way of performing the function that is acceptable to the Customer shall be known.

1.17.4. **“Low Priority Problem”** shall mean the situation where a fault and/or problem that does not prevent from performance of the functions but causes inconvenience to the use of the System (e.g. incorrect display of information, etc.) has been identified.

1.17.5. If a Low Priority Problem or a Medium Priority Problem or a High Priority Problem is not resolved within the time limits, the Customer shall have the right to change the priority of the problem to a higher priority level (e.g. from Low Priority Problem to Medium Priority Problem or from Medium Priority Problem to High Priority Problem or from High Priority Problem to Critical Priority Problem).

1.18. **“Information Security Incident”** shall mean a vulnerability in the System arising from software that compromises the security, integrity or availability of the Services. Information security incidents shall be classified according to the international CVSS classification scale (<https://nvd.nist.gov/vuln-metrics/cvss#>) as follows:

1.18.1. **“Critical Vulnerabilities”** shall mean the vulnerabilities with a score between 9 and 10 on the international CVSS grading scale.

1.18.2. **“Vulnerabilities of Significant Importance”** shall mean the vulnerabilities that score between 7 and 8.9 on the international CVSS grading scale.

1.18.3. **“Medium Vulnerabilities”** shall mean the vulnerabilities that score between 4 and 6.9 on the international CVSS grading scale.

1.18.4. **“Low Vulnerabilities”** shall mean the vulnerabilities that score between 0.1 and 3.9 on the international CVSS grading scale.

1.19. **“Order”** shall mean the Customer’s order which shall include: the Services to be ordered, the time limit for their provision and other necessary information. Orders shall be submitted, coordinated and confirmed in the Support System, by e-mail as specified in the Contract, or during meetings by confirmation by e-mail or in another form of communication acceptable to the Parties. The Service Provider shall be deemed to have received the Order on the date of sending the Order.

1.20. **“In writing”** shall mean sending of an original or copy of any notice, enquiry, Order, confirmation, claim or other document by e-mail, registered mail, through the Support System, by direct delivery to the interested party, or any other means of communication agreed by the Parties.

1.21. **“Certificate”** shall mean a document signed by the Parties at the time of the transfer of the Services and/or at the time of the transfer of a part of the Services, and certified by the signatures of the Parties.

1.22. **“Response Time”** shall mean the time within which the Service Provider, upon receipt of a notification, shall perform a preliminary analysis of the problem and assign a consultant to proceed with the error or need and inform the Customer by e-mail or by other means agreed between the Parties.

1.23. **“Resolution Time”** shall mean the time it takes for the Service Provider to resolve the error after registration of the message and analysing the problem.

2. PLACE OF PERFORMANCE OF THE CONTRACTUAL OBLIGATIONS

2.1. The Service Provider shall provide the Services using its own and the Customer’s IT infrastructure.

2.2. The results of the Services shall be sent to the Customer to the e-mail address specified in the Contract or by any other means of communication agreed between the Parties.

2.3. By mutual written agreement between the Parties, remote access to the System’s development and testing environment may be granted to employees assigned by the Service Provider to perform the Services. Logins to the production environment shall be granted by a separate agreement. 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.

3. REQUIREMENTS FOR THE OBJECT OF THE PROCUREMENT

3.1. Description of the current situation:

3.1.1. The subscription, development and consultancy services for the HRB Portal System held by the Service Provider shall be necessary for the continuity of the Customer’s operations. Currently, the HRB Portal System shall be used by more than 4,300 users in 27 companies in Lithuania. From 2024, it is planned to add Polish companies and later the rest of the companies of the Group.

3.2. The object of the procurement shall consist of the following:

3.2.1. Consultancy services, i.e. consultation of the Customer’s representatives on all issues related to the use, development, configuration and operation of the System, as well as solution configuration services.

3.2.2. System subscription. The estimated number of users of the System shall be in the range of 4000 to 5000.

3.2.3. Development and deployment services (preparation and delivery of the deployment package for the modified System Software and its modifications/upgrades within the scope of the

Order for the Development Services, and deployment in the specified environments, if required);

3.3. Scope of the object of the procurement

- 3.3.1. The Services shall be procured on the basis of the Customer's need, up to a maximum Contract price of **EUR 495,000.00 excluding VAT**. During the term of the Contract, the Customer shall not be obliged to purchase the Services for the total Price of the Contract.
- 3.3.2. The preliminary scope of the Services for the duration of the Contract (the indicative quantities shall be used only for the evaluation of Tenders):
- 3.3.3. **Subscription Services** – subscription services shall be purchased for a maximum of 36 (thirty-six) months. Subscription Services shall consist of bespoke modules to be selected from those listed in Table 1. The estimated number of users of the System shall be in the range of 4000 to 5000. Any additional changes to the system processes made in addition to the development services ordered shall be maintained as a service after the act of acceptance of the development services.
- 3.3.4. **Consultancy Services** – estimated at 1,314 hours, to be provided during the term of the Contract as required by the Customer, on an Order-by-Order basis. The Consulting Services shall be provided only upon written agreement with the Customer's representative on the content, scope and timing of the Consulting Services.
- 3.3.5. **Development Services** – During the contract period, the Customer may not exceed 1200 hours of development work, or 400 hours per year, on a per-order basis.
- 3.3.6. The preliminary scope of the Services for the duration of the Contract shall be set out in **Table 1**:

Table 1

Seq. No	Title and description of services	Unit of measure	Preliminary quantity except development services where maximum quantity is indicated
1	Basic licence, including the features: - HRB Company Organisational Management, Work and Remuneration Management - HRB Personnel Administration, Personal Data - HRB Health Risk and Screening Administration - HRB Pre-Employment Questionnaire - HRB Asset Management - HRB Time and Attendance - HRB Business Travel - HRB Mobile App	Users per month	4300
2	HRB Non-Compete Functionality for Personnel Administration and Payroll	Users per month	4300
3	HRB Shift Management	Users per month	4300
4	HRB Payroll (Including Proactive Legislation and HRB Withholding Management [Bailiffs, Alimony])	Users per month	4300

5	HRB Learning Administration (Learning Profiles, Onboarding, Periodic Learnings, etc.), Education & Certificates Accounting	Users per month	4300
6	HRB Expense Reports	Users per month	4300
7	HRB PL Module	Month	36
8	HRB LV Module	Month	36
9	HRB EE Module	Month	36
10	Consultancy services	Hour	1314
11	Development Services	Hour	1200

3.4. Provision for Provision of the Services

3.4.1. The System Subscription Services shall be provided on a continuous basis in accordance with the Customer's notifications of technical problems/malfunctions with the System.

3.4.2. Notifications of technical problems/malfunctions of the System shall be submitted by the Customer's authorised representatives to the Service Provider in writing, by e-mail or in any other written form proposed by the Service Provider or the Customer.

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

3.4.4. The period for the provision of Support Services shall not include the time spent waiting for additional or revised information from the Customer (as reasonably requested) without which the provision of high-quality Support Services shall not be reasonably possible.

3.4.5. Consultancy Services shall be available on request. Customer's authorized employees can ask for consultation by registering ticket in the Service Desk. The Service Provider shall provide the Consultancy Services any form proposed by the Service Provider, as applicable, still providing summary in Service Desk request;

3.4.6. The period for the provision of 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.

3.4.7. The need for Consultancy Services may arise from:

3.4.7.1. Any enquiry made by the Customer to the Service Provider that is resolved by the Service Provider without modification to the System artefacts (e.g. software code etc.) shall be deemed to be a consultation enquiry.

3.4.8. Procedure and time limits for provision of Consultancy Services:

3.4.8.1. Requirements for Consultancy Services:

3.4.8.1.1. Consultation with the System users and administrators shall be carried out at the Customer's place of work or by means of remote communication.

3.4.8.1.2. The logging of technical problems with the System shall be recorded and managed in the Support System or other equivalent tools offered by the Service Provider which would not require additional costs from the Customer to install and/or use the Support System or other proposed equivalent tool, which shall be available on working days from 8:00 to 17:00 (EEST). The Service Provider's Supervisory Service shall be accessible without disruption or delay via the email and telephone number provided by the Service Provider.

3.4.8.1.3. The Support System or other equivalent tool offered by the Service Provider shall store data on the recorded technical problems, the progress and the result of their resolution and shall be accessible to the Customer. The data shall be retained for the term of the Contract and shall be transmitted to the Customer in a format agreed by the Parties within 7 (seven) calendar days after the expiry of the Contract.

3.4.8.1.4. On the last day of each month, a report on the quality of provision of the Services shall be prepared, which shall contain information on the Technical System Problems and/or Information Security Incidents registered during the period, their resolution process and the result.

3.4.8.1.5. The Service Provider shall inform the Customer and provide the Customer with the opportunity to test the updates (in a test environment of the System) at least 2 (two) weeks prior to the start of the planned updates of the System (according to agreed release plan), in the event that the updates of the System have a material impact on the System or its configuration used by the Customer.

3.4.8.1.6. The Service Provider shall ensure that a document describing the change and affects the operational functionality of the System (release notes) was provided to the Customer with the System upgrade.

3.4.8.2. Any changes to the operating environments, including bug fixes, may only be implemented with the Customer's written permission

3.4.8.3. The Service Provider shall provide responses to the enquiries within a maximum of *sixteen (16)* Business Hours of the Customer from the time of the Customer's enquiry. If the complexity of the specified Consultancy Services does not reasonably allow for the provision of the Consultancy Services within the time limit set out in this paragraph herein above, the Service Provider shall respond to notifications to which no response has been provided within the time limit agreed between the Parties.

3.4.9. Procedure and time limits for provision of Development Services:

3.4.9.1. Development Services shall include:

3.4.9.1.1. Design and, programming work. System design changes required to resolve a complex request/ following a detailed request analysis;

3.4.9.1.2. Data management. Data processing services required to resolve a problem/, following a detailed analysis of the problem/, or where the need for the services has been caused by errors of System users.

3.4.9.2. The Development Services shall be provided only on the basis of individual Orders submitted by the Customer to the Service Provider during the term of the Contract. The Service Provider shall provide an 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) business days. The steps in the evaluation of the detailing (disaggregation) of the Services shall not exceed 16 (sixteen) working hours unless, in individual cases, a different duration of steps in hours is agreed with the Customer for the specific evaluation.

3.4.9.3. The Service Provider who has provided Development Services that do not meet the requirements set out in the Contract shall be obliged to rectify such discrepancies/deficiencies at its own expense within no later than 8 (eight) working hours from the date of the Customer's written notification of the non-compliance of the Development Services with the requirements of the Contract. The time limit for rectification of defects in the result of the Development Services may be extended by agreement between the Parties if, before the expiry of the specified time limit for rectification of the defects, the Service Provider submits to the Customer a reasoned request stating and justifying both conditions together: i) that a longer time limit is necessary to rectify the defects and/or failure due to a complex technical solution; ii) that such defects and/or failures are not due to the negligent performance of the Contract by the Service Provider. In the event of an extension of time, the Parties shall sign an agreement (the equivalent documents shall be deemed to be a request by the Service Provider and a written confirmation by an authorised representative of the Customer).

3.4.9.4. The Service Provider must provide a preliminary assessment of the change before signing the Order for Development Services.

3.4.9.5. The Service Provider must agree with the Client when signing the Development Services Order:

3.4.9.5.1. Time limits and scope of the analysis;

3.4.9.5.2. Scope and timelines for design, configuration and development;

3.4.9.5.3. Scope of and time limits for testing;

3.4.9.5.4. Deployment time limit.

3.4.9.6. The Development Services shall be provided in accordance with the Customer's needs, with the Customer submitting Orders to the Service Provider in writing (by email or other written form proposed by the Service Provider). The terms and scope of the provision of Development Services shall be agreed in advance and confirmed by the Service Provider and the Customer's authorised employee in the Order in writing. The Order shall be signed by both Parties. The Order shall specify the Services to be provided, the required business hours and the deadlines.

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

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

3.4.9.9. The Customer shall not pay for volumes (hours of work) that have not been agreed (i.e. not specified in the Order). The Service Provider shall, in the course of the execution of the Customer's Order, undertake to provide the architectural solutions of the ordered new Development Services and a description of the dependencies of the functionality on other functionalities, the interfaces of the ordered Development

Services with other systems of the Customer, together with the ownership of the ordered new Development Services, upon the completion of the assessment.

3.4.9.10. 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 Development Services: functional testing, integration testing, regression testing, testing, acceptance testing, performance testing, security testing of the System. Testing shall not be performed during all Development Services. **The tests to be carried out shall be agreed separately at the moment of placing each Order.** Implementations 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. Any errors encountered during testing shall be recorded and their correction shall be managed in a system agreed upon with the Customer at the Service Provider's expense.

3.4.9.11. 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.

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

3.4.9.12.1. provide sets of installation/uninstallation files;

3.4.9.12.2. describe the installation work (steps);

3.4.9.12.3. make recommendations on how System Users should work during implementation.

3.4.9.12.4. provide a plan for deployment in the production environment.

3.4.9.13. 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 and must be corrected within a maximum of 5 days. If the Service Provider fails to correct the functionality within 5 days, a fine of EUR 50 per day shall be paid.

3.4.9.14. The Development Services provided in accordance with each Order placed by the Customer in a timely and proper manner shall be transferred to the Customer by the Parties by signing a certificate of transfer and acceptance of for the provided Development Services. Upon signature of the certificate by the Parties, the Service Provider shall submit an invoice. In cases where the deadline for the provision of the Development Services specified in the Order is longer than 5 (five) months, the Customer shall specify in the Order that interim payments are possible under this Order and shall specify the quantity and frequency of such payments. The provided for interim payments shall only be possible after the Parties have signed the relevant certificate of transfer and acceptance of the provided Development Services.

3.4.9.15. The Customer shall sign the certificate of transfer and acceptance of the Development Services when:

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

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

3.4.9.14. If, at the time of transfer and acceptance of the provided Development Services the Customer is not able to fully verify the compliance of the provided Development Services with the requirements set out in the Contract and the Order, the signing of the certificate of transfer and acceptance shall in no way limit the Customer's right to complain to the Service Provider after the signing of the transfer and acceptance certificate concerning the non-compliance of the Development Services with the requirements/defects set out in the Contract and the Order.

3.4.9.15. The certificate of transfer and acceptance of the Development Services shall be drawn up in duplicate, one copy of equal legal force to each Party.

3.4.9.16. 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 the functionality uploaded to the testing environment for acceptance testing has been uploaded more than 2 times due to unresolved/unfixed errors by the Service Provider, the uploaded functionality shall be deemed to be of poor quality and shall be subject to a one-off fine of EUR 200 and the Service Provider shall be obliged to fix the non-functioning functionality free of charge.

3.4.9.17. Newly developed functionality loaded into the production environment of the System shall not interfere with the operation of other functions 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 be of poor quality.

3.4.9.18. The Service Provider provides a 12-month warranty for the provided Development Services. The warranty period shall start from the date of signing of the certificate of transfer and acceptance of the provided Services provided.

3.4.9.19. During the Warranty Period, the Service Provider who has provided Development Services that do not comply with the requirements set out in the Contract undertakes to rectify such discrepancies/deficiencies at its own expense within no later than 2 (two) business days (except in the case of a Critical Error due to the discrepancies/deficiencies) from the day on which the Customer sends a written notice (by e-mail, fax 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 the discrepancies/deficiencies. In the event that the Customer suffers a loss as a result of the critical error, the Service Provider shall be liable to compensate the Customer.

3.5. Documentation to be provided in the course of performance of the Contract

Documentation shall be provided during the provision of Development Services in accordance with the Order placed by the Customer:

3.5.1. The documentation provided during the provision of development services in accordance with the Customer's Order:

3.5.1.1. The Service Provider must provide an evaluation of the Development Services on a form provided by the Customer which must include:

3.5.1.1.1. Brief description of Development Services;

3.5.1.1.2. Risks of Development Services;

3.5.1.1.3. Cost of Development Services;

3.5.1.1.4. Time limits for provision of Development Services.

When ordering Development Services, the Customer will submit an Order with detailed requirements specification for Development Services which shall contain information about the evaluation of the Services and the time limit for provision of the Development Services agreed with the Service Provider.

3.5.2. The Service Provider must provide a Development Service Testing Report in a format agreed with the Customer which must include:

3.5.2.1. the item being tested (as required);

3.5.2.2. the actions taken and the data tested;

3.5.2.3. the expected result;

3.5.2.4. the result;

3.5.2.5. conclusions and recommendations.

3.5.2.6. The Service Provider must provide the complete documentation of the Services together with the certificate of transfer and acceptance of the Development Services:

3.5.2.6.1. agreed detailed analysis documents for the changes;

3.5.2.6.2. the specification for the amendments (including library of changes);

3.5.2.6.3. installation/configuration instructions;

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

3.5.3. The Service Provider must provide all documents referred to in the Specification to the Customer in English and send them to the Customer by e-mail or other electronic means.

3.5.4. All documents referred to in the Specification shall become the Customer's intellectual property, both economic and non-economic, from the date of their transfer to the Customer, i.e. the Service Provider shall not be entitled to claim any additional fees (for patents, etc.) or any other sums for the use of the said documentation after the expiration of the term of the Contract.

3.6. Requirements for Subscription Services:

3.6.1. Subscription Services for the production environment of the System shall be available everyday 24/7. Maintenance services shall be available on weekdays 8:00-17:00 (EEST). The Service Provider's maintenance service shall be available without interruption or delay to the e-mail address and to the telephone number specified by the Service Provider.

3.6.2. The recording of technical problems with the System shall be recorded and managed in the Support System or other equivalent tools offered by the Service Provider which would not require additional funds from the Customer to install and/or use the Support System or other proposed equivalent tool.

3.6.3. The Support System or other equivalent tool offered by the Service Provider shall store data on the logged technical problems, the progress and the result of their resolution and shall be accessible to the Customer. The afore-mentioned data shall be stored for the duration of the Contract and shall be transferred to the Customer in a format agreed by the Parties within 7 (seven) calendar days after the expiry of the Contract.

- 3.6.4. On the last day of each month, a report on the quality of provision of the Services shall be produced, which shall contain information on the Technical System Operation Problems and/or Information Security Incidents recorded during the period, their progress and outcome, as well as the actual System Availability Index.
- 3.6.5. The Service Provider shall inform the Customer and provide the Customer with the opportunity to test the updates (in a test environment of the System) at least 2 (two) weeks prior to the start of the planned updates of the System, in the event that the updates of the System have a material impact on the System or its configuration used by the Customer.
- 3.6.6. The Service Provider shall ensure that a document describing the change which affects the operational functionality of the System (release notes) is provided to the Customer along with the System upgrade.
- 3.6.7. Any changes to the working environments, including error fixes, may only be implemented with the Customer's written permission.

3.7. Response and resolution times for correcting systemic errors in the production environment

- 3.7.1. The response time, after notification* of a Technical System Operation Problem** within which the Service Provider must analyse the problem and provide the Customer with a description of the rectification:
- 3.7.1.1. Critical Priority Problem – no more than 0.5 working hours;
- 3.7.1.2. High Priority Problem – no more than 1 working hour;
- 3.7.1.3. Medium Priority Problem – no more than 4 working hours;
- 3.7.1.4. Low Priority Problem – no more than 8 working hours.
- 3.7.2. In unforeseen circumstances, the Service Provider may initiate a change in the time for error correction not later than after a half of the time scheduled for correction. In case of a Critical Error, such initiation shall only be possible if the Service Provider can justify that it is not in fact a Critical Error or if an interim solution is provided. The Customer shall respond whether it accepts the time change initiative within a maximum of 2 Business Hours of receipt of the notification. In the event of disagreement between the Parties, the timing of the reconciliation shall not affect the scheduled time for provision of the Service.
- 3.7.3. The resolution time for an identified Technical System performance issue which, after notification and analysis, the Service Provider shall be required to resolve and provide installation files on the basis of the response time:
- 3.7.3.1. Critical Priority Problem - no more than 7 hours of work;
- 3.7.3.2. High Priority Problem - no more than 10 working hours;
- 3.7.3.3. Medium Priority Problem - no more than 20 working hours;
- 3.7.3.4. Low Priority Problem - no more than 30 working hours.

*Hereinafter, a message shall be understood as a message submitted in the centralised support system or other tool agreed between the Service Provider and the recipient of the Services. The response and resolution time limit shall run during Maintenance services availability hours on weekdays 8:00-17:00 (EEST) from the moment of registration of the notification of a Technical System Operation Problem of critical or other priority in the centralised support system or other tool agreed between the Service Provider and the recipient of the Services.

**The decision as to which type of Technical System Performance Problem (Critical or other priority) is identified shall be made by the responsible persons designated by the Customer in coordination with the responsible persons designated by the Service Provider.