

TECHNINĖ SPECIFIKACIJA

1. SAŲOKOS IR SUTRUMPINIMAI

- 1.1. **Client/Power plant** – UAB Kauno Kogeneracinė Jėgainė.
- 1.2. **Service Provider** – an economic entity - a natural person, a private legal entity, a public legal entity, other organizations and their subdivisions or a group of such persons with whom the Client signs the Contract.
- 1.3. **Contract** – a Contract concluded between the Client and the Service Provider regarding the Procurement Object.
- 1.4. **System** – Power plant fuel accounting and management information system ONCE.
- 1.5. **Services** – System Development and Support services.
- 1.6. **Support services** – Identification and solution of system work problems / failures, system consulting services.
- 1.7. **Development services** – System improvement services purchased on demand and paid for hours spent at an hourly rate.
- 1.8. **A critical system problem / failure** – the inability of a system or component to perform a required function to its specification.

2. PROCUREMENT OBJECT

- 2.1. Information system ONCE support and development services.

3. SCOPE OF THE PROCUREMENT OBJECT

- 3.1. The scope of System Development services is no more than 200 hours. The Client purchases the System Development Services as required and does not undertake to redeem all or any part of the specified maximum amount of the Services.
- 3.2. System Support Services are purchased for 1 (one) year.

4. PLACE OF PERFORMANCE OF OBLIGATIONS

- 4.1. Services are provided remotely. The Client undertakes to provide the Service Provider with the possibility of remote connection to the System (production environment).

5. REQUIREMENTS FOR THE OBJECT OF THE PROCUREMENT

5.1. Description of the current situation

5.1.1. The Client is currently using the fuel weighing, metering and unloading gate control system ONCE. During the system installation and maintenance, the software version 1.69 was adapted to the individual needs of the Client, creating unique Client products: power plant fuel weighing, accounting, barrier management and unloading gate control modules. The installed system is used in the daily activities of the Client - in the activities of the commercial department, fuel supply planning. In order to ensure reliable management and accounting of raw material supply in the Company, smooth provision of system Support services is required.

5.2. Description of the procurement object

- 5.2.1. System Support Services must meet the following requirements:
 - 5.2.1.1. When providing Support Services, the Service Provider must ensure the uninterrupted operation of the System.
 - 5.2.1.2. All actions of the Service Provider in providing the System Support Services must be performed in accordance with the procedure agreed with the Client after signing the Contract.
- 5.2.2. System Support services includes:
 - 5.2.2.1. identification and resolution of technical problems / failures of the System caused by errors in the System;
 - 5.2.2.2. data processing works required to eliminate the problem / fault after a detailed analysis of the problem or when the need for work was caused by errors of the System users.
 - 5.2.2.3. advice and assistance in troubleshooting faults caused by system malfunctions.
 - 5.2.2.4. advising on all issues related to the use, development and operation of the System.
 - 5.2.2.5. providing assistance in restoring the operation of the System in operation, for example, in the event of failures of the database or its individual components
- 5.2.3. System Support services does not include:
 - 5.2.3.1. Devices in the System, because they are owned by the Client.
 - 5.2.3.2. System failures which are caused by the devices that are owned by the Client.

- 5.2.3.3. Software failures which are caused by the client, the third parties (for example truck drivers, network provider) or network disruption.
- 5.2.4. Development services will be purchased according to the Client's need, i. e. according to the orders or notices or inquiries submitted to the Client's Service Provider in accordance with the procedure provided for in this document. In each individual case, before starting the works, the Service Provider will have to present (detail) and agree with the Client a description of the implementation of the planned additional improvement / development works, time costs, justification of time costs, and implementation deadline.
- 5.2.5. The Client submits orders or inquiries regarding the provision of Support and Development Services in accordance with the procedure and conditions set forth in this Technical specification.
- 5.2.6. The Client may submit orders, notifications or inquiries to the Service Provider for the entire term of the Contract. The number of orders, messages or inquiries is not limited.
- 5.2.7. Requirements for the warranty provided by the Software Development Services:
- 5.2.7.1. The Service Provider provides a guarantee of at least 12 (twelve) months for the provided System Development services specified in clause 5.2.4 of this Technical Specification. The warranty period is calculated from the date of signing the deed of transfer and acceptance of the provided Development services.

5.3. Procedures and time limits for the performance of contractual obligations

- 5.3.1. The period of provision of Support services is 12 (twelve) months.
- 5.3.2. Terms and Procedure for Providing System Support Services:
- 5.3.2.1. System Support services are provided on an ongoing basis. Specific tasks related to the System Support services are provided according to the Client's notifications about the System's working problems / failures.
- 5.3.3. The System Development services are provided in accordance with the Client's software improvement / development needs or in the event of changes in the legal acts of the Republic of Lithuania that affect the functionality implemented in the System. In this case, the development of the System is performed by adapting the System to the compliance with legal acts.
- 5.3.4. Notices on the need for Support or Development Services shall be submitted by the Client's authorized representatives to the Service Provider in writing (by e-mail, fax or other written form offered by the Service Provider).
- 5.3.5. Response time to System problems / failures:
- 5.3.5.1. For A critical system problem / failure - 4 (four) Client's working hours from the receipt of the notice from the Client.
- 5.3.5.2. For a non-critical system problem / failure - 8 (eight) Client's working hours from the receipt of the notice from the Client. Reaction time to System problems / failures is understood as the time period from the receipt of the message to the beginning of its solution.
- 5.3.5.3. A Critical system problem / failure must be completely eliminated within 12 (twelve) Client's working hours from the receipt of the notification from the Client.
- 5.3.5.4. A Non-Critical system problem / failure must be completely rectified within 24 (twenty four) Client Business Hours from the end of the response time.
- 5.3.5.5. The problem / fault of the System shall be considered eliminated when the Client confirms in writing (by e-mail, fax or other written form) that there is no problem / fault of the System.
- 5.3.6. The terms and scope of the System Development Services are agreed in advance in writing between the Client and the Service Provider and confirmed in the order. The order is signed by both Parties. Volumes (number of working hours) that have not been agreed (i.e. which were not specified in the order) are not paid by the Client.
- 5.3.6. The Service Provider shall perform the testing of the results of the provided Development Services, which shall be performed in the testing environment, submit a report in accordance with the form agreed with the Client, which shall specify:
- 5.3.6.1. object to be tested (according to requirements);
- 5.3.6.2. actions performed and test data provided;
- 5.3.6.3. expected result;
- 5.3.6.4. received result;
- 5.3.6.5. conclusions and recommendations.
- 5.3.7. Together with the Development Services Service Transfer-Acceptance Act, the Service Provider must submit:
- 5.3.7.1. installation / configuration instructions (can be provided in Lithuanian or English);
- 5.3.7.2. test results in a harmonized document form ((may be provided in Lithuanian or English);
- 5.3.7.3. a user manual corresponding to the functionality (can be provided in Lithuanian or English).
- 5.3.8. All changes / updates to the System in the production environment must be installed only after testing and with the written permission of the Client.
- 5.3.9. The newly uploaded functionality to the production environment of the System must not interfere with other work functions in the System. If the newly uploaded functionality disrupts the operation of the functions in the System, it is considered that the uploaded functionality has been performed poorly and the Client does

not pay for the development hours and acquires the right to demand direct service losses from the Service Provider. The monthly payment for the disruption of work functions may be reduced by no more than 20%.

5.3.10. The Service Provider's System Development services must be compatible with already implemented solutions and meet the System's functional, integrational and technical architectural requirements in order to preserve the System's integrity.

5.3.11. services are provided on working days from 8:00 to 16:00 (time zone UTC+2). Services are not provided on Finnish public holidays.

5.3.12. The System Development Services provided by the Service Provider in a timely manner and in accordance with the Client's orders during the calendar month shall be transferred to the Client by signing the deed of transfer-acceptance of the provided development services. The deed of transfer and acceptance of the provided System Development Services shall be issued once a month and submitted to the Client not later than by the last business day of the month during which the System Development Services were provided. The act of transfer-acceptance of system development services is issued by the Service Provider. The Client may refuse to accept the System Development Services Transfer-Acceptance Deed within 10 (ten) business days, indicating the reasons for such refusal in writing. If the Client does not submit comments to the System Development Services within 10 (ten) business days, the transfer-acceptance act shall be deemed accepted. In this case, the Service Provider shall issue and submit to the Client an invoice, which the Client shall pay no later than within 30 (thirty) calendar days from the date of its receipt. Together with the transfer-acceptance act, the Service Provider must submit a report on the Development services provided during the month.

5.3.13. The Service Provider undertakes to eliminate the Defects in the Services identified during the term of the System Development Services Guarantee within 2 (two) business days from the date of receiving the Client's notice of defects, except in cases when the Defects in the Services are due to the Client's fault.

5.3.14. System Support services are paid for once a month, no later than by the 20th day of the current month.

5.3.15. Payment for the System Development Services shall be made no later than within 30 (thirty) calendar days from the date of receipt of the invoice.