

SAAS SERVICES ORDER FORM

Company: Proven Inc.

Customer: GO Vilnius

Services: SaaS platform that manages third party professional services providers (the “Service(s)”),

Services Fees:

Pricing Plan for the following period – from October 11th, 2024, until December 31st, 2025:

15,000.00 € for up to 100 Service providers (paid annually).

Service Term: October 11th, 2024, until December 31st, 2025

Agreement shall not be automatically renewed.

By signing you agreed to the Master Subscription Agreement below:

Proven Inc.:

GO Vilnius:

Signature:

Signature:

Name: Dovilė Aleksandravičienė Registration number

Registration number: 123641468

Title: CEO

Date:



PROVEN INC. (PROVEN) MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the “Agreement”) is effective as of the last signature date below (the “Effective Date”), by and between the undersigned company (“Customer”) and Proven Inc., a Delaware corporation, with its principal place of business at 120 Hebard St., Santa Cruz, CA 95060, United States and its Affiliates, (“Proven”) (each a “Party” and collectively the “Parties”). In consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

- SUBSCRIPTIONS TO THE SERVICE.** During the subscription term Proven will make the Service available to Customer solely for Customer’s internal use and subject to the limits agreed in the Order Form. Proven will use appropriate safeguards to protect the security, confidentiality and integrity of Customer Data. Customer shall promptly execute an order for applicable additional entitlements if Customer exceeds its subscription limits.
- CUSTOMER LIMITATIONS/RESPONSIBILITIES.** Customer shall not: (a) sublicense or otherwise make the Service available to any party not authorized to use the Service under the Agreement or an applicable Order; (b) modify, adapt, alter, translate, copy, or create derivative works based on the Service; (c) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (unless such right is granted by applicable law and then only to the minimum extent required by law); (d) access the Services in order to: (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service; (e) merge or use the Service with any software or hardware for which they were not intended (as described in the Documentation); (f) allow Users to share access credentials; (g) use the Service for unlawful purposes or to store unlawful material; (h) disrupt the integrity or performance of the Service; (i) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Proven or its suppliers contained on or within any copies of the Service, (j) bypass any security measure or access control measure of the Service, (k) use the Service other than as described in the Documentation, or (l) perform or disclose any benchmarking or testing of the Service itself or of the security environment or associated infrastructure without Proven’s prior written consent. Customer will: (a) use commercially reasonable efforts to prevent, and remain responsible for Users’ compliance with the Agreement and will promptly notify Proven of any unauthorized access to the Service arising from a compromise or misuse of Customer’s or its User’s access credentials, (b) use the Services only in accordance with the Documentation, applicable laws, this Agreement, and government regulations, (c) comply with terms of service of any Non-Proven Applications Customer uses in conjunction with the Service, and (d) remain responsible for any action in violation of the Agreement by Customer’s Affiliates or Users.
- REMEDIES FOR VIOLATION OF CUSTOMER LIMITATIONS.** Proven may, without limiting its other rights and remedies, suspend Customer’s and/or applicable Users’ access to the Service at any time if: (i) required by applicable law, (ii) Customer or any User is in violation of the terms of this Agreement, or (iii) Customer’s, or a User’s use disrupts the integrity or operation of the Service or interferes with use of the Service by others.
- DATA RESPONSIBILITIES.** The processing of personal data under the agreement is governed by the Proven Data Protection Agreement found here: (<http://www.getproven.com/data-protection>) which is incorporated herein and made part of the Agreement. Customer is exclusively responsible for the accuracy, quality and legality of Customer Data, and complying in all respects with applicable data privacy regulations. Customer shall not provide Proven with any Customer Data that is subject to heightened security requirements by law, regulation or contract (“Excluded Data”). Proven shall have no responsibility or liability for Excluded Data.
- INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.** Access to the Service is sold on a subscription basis. Except for the limited rights expressly granted to Customer hereunder, Proven reserves all rights, title, and interest in and to the Service, the underlying software, the Proven Materials and any and all improvements (including any arising from Customer’s feedback), modifications and updates thereto, including without limitation all related intellectual property rights inherent therein. Where Customer Purchases Professional Services hereunder the parties will execute a statement of work acceptable to both parties governing the provision of Professional Services. With respect to any deliverables or work product (“Deliverables”) resulting from any of the Professional Services, Proven owns all right title and interest in and to the intellectual property rights pertaining to such Deliverables and grants to Customer a non-exclusive, worldwide right and license to use such Deliverable in connection with Customer’s permitted use of the Service.
- OWNERSHIP AND PROCESSING OF CUSTOMER DATA.** Customer and/or its licensors shall retain all right, title and interest in all Customer Data stored in the Service, including any revisions, updates or other changes made to that Customer Data. Customer grants Proven a nonexclusive, worldwide, royalty-free right to reproduce, display, adapt, modify, transmit, distribute and otherwise use the Customer Data solely for the purpose of providing the Service and Professional Services.

7. USE OF AGGREGATE INFORMATION. Proven may collect, anonymize, aggregate, and use data derived from the operation of the Service (“Aggregated Data”), and Proven may use such Aggregated Data for purposes of operating Proven’s business. Aggregated Data will not be capable of re-identification. Aggregated Data belongs to Proven.
8. FEEDBACK. Customer grants to Proven a non-exclusive, royalty-free, fully paid up, worldwide, transferable, sub licensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service or the Professional Services (“Feedback”). Feedback does not include Customer Data. Notwithstanding any other term herein, Feedback shall not create any confidentiality obligation for Proven.
9. PAYMENT; TAXES. All fees are exclusive of taxes, levies, or duties (“Taxes”), and Customer will be responsible for payment of all such taxes. All fees are due in advance, and Customer will pay Proven’s invoice net30, in the currency listed in the Order, for all items identified on an Order regardless of Customer’s actual use of any product. Fees are non-cancelable and non-refundable (except as provided herein). Customer may not decrease the number of Subscriptions during a Subscription Term. Proven reserves the right to suspend the Service in the event Customer is more than thirty (30) days past due on any undisputed invoice or otherwise in breach of the agreement, and fails to cure the breach within ten (10) days of receiving written notice from Proven.

10. CONFIDENTIAL INFORMATION

- 10.1. Confidentiality. “Confidential Information” means information and/or materials provided by one party (“**Discloser**”) to the other party (“**Recipient**”), which are identified as confidential at the time of disclosure or, under the circumstances of disclosure, a reasonable person would understand to be confidential.
- 10.2. Exclusions. “Confidential Information” does not include information that: (a) is independently developed by or for the Recipient without access or reference to, or use of, Confidential Information; (b) is lawfully received free of restriction from another source having the right to furnish such information; (c) is or becomes lawfully in the public domain other than through a breach of this Agreement; (d) was known by the Recipient prior to disclosure; (e) Discloser agrees in writing is free of such restrictions; or (f) is generally disclosed by the Discloser to third parties without a duty of confidentiality.
- 10.3. Duties Regarding Confidential Information. Recipient may disclose Discloser’s Confidential Information only to Recipient’s Affiliates, employees, officers, directors, advisors or contractors who need to know such Confidential Information and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. At all times during and after the term of this Agreement, Recipient shall (a) keep Discloser’s Confidential Information confidential and not disclose Discloser’s Confidential Information to a third party without the Discloser’s written consent or as expressly permitted in this Agreement, and (b) not use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, such disclosure shall not constitute a breach of this Agreement provided Recipient gives Discloser reasonable advance notice (if legally permissible) to enable Discloser to seek appropriate protection of the Confidential Information and discloses only that portion of the Confidential Information that the Recipient is legally compelled or is otherwise legally required to disclose. Any prior non-disclosure agreement executed among the parties is terminated in favor of these confidentiality terms.
- 10.4. Unauthorized Disclosures. The parties agree that Recipient’s threatened or actual unauthorized disclosures of Confidential Information may result in irreparable injury for which a remedy in money damages may be inadequate. The parties therefore agree the Discloser may be entitled to seek an injunction to prevent a breach or threatened breach of this Section without posting a bond. Any such injunction shall be additional to other remedies available to Discloser at law or in equity.

11. WARRANTIES AND DISCLAIMER

- 11.1. General Representations and Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. Proven represents and warrants that: (a) if it Professional Services it will use reasonable skill and care, (b) the Service will perform materially in accordance with the Documentation under normal use and circumstances, and (c) it has taken commercially reasonable measures to ensure the Service is free from, and will not transmit, any malicious or hidden mechanisms or code designed to damage or corrupt Customer’s Data or network systems. Customer represents and warrants that: (a) it has the right to provide Proven with access to all Customer Data. Except for the Customer’s right to terminate in accordance with Section 14.3, Proven’s sole

responsibility and Customer's exclusive remedy in the event of any material failure to the warranties expressly stated in Section 9, shall be that Proven shall make commercially reasonable efforts to remedy any resulting deficiencies. Customer may invite certain Vendors to offer products and services Users via the Services.

11.2. Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICE, PROFESSIONAL SERVICES, AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT OTHER WARRANTY OF ANY KIND.

12. INDEMNIFICATION

12.1. Indemnification by Proven. If a third party initiates or threatens a legal action alleging that Customer's use of the Service directly infringes the third party's patent, copyright, or trademark or misappropriates the third party's trade secret rights (such action, a "Claim"), then Proven will (a) promptly assume the defense of the Claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by Proven that are attributable to Customer's use of the Service; provided that Customer: (i) is current in the payment of all applicable fees, or becomes current, prior to requesting indemnification, (ii) notifies Proven in writing of the Claim promptly after receipt of the Claim (but in no case later than fifteen (15) days), (iii) allows Proven to sole control the defense of the Claim with counsel of Proven's choice, and to settle such Claim at Proven's sole discretion (wherein Customer will have the right to approve the portion of any settlement which requires payment by Customer or requires Customer to admit liability), and (iv) reasonably cooperates with Proven in defending the Claim. This remedy represents Customer's sole and exclusive remedy under this Section 10.

12.2. Other Resolution. If the Service becomes the subject of any actual or anticipated third party infringement claim, Proven may, at its sole option and expense, either: (i) procure for Customer the right to continue using the affected Service consistent with this Agreement, (ii) replace or modify the affected Service with a functionally equivalent service that does not infringe, or, (iii) if neither (i) nor (ii) is available on a commercially-feasible basis, terminate the Agreement and applicable Order and refund any prepaid fees for all unused portions of the then-current Subscription Term as of the date of termination.

12.3. Exclusions. Proven will have no liability for any Claim based upon: (a) any third-party components or services (including Connected Applications), (b) any unauthorized use of the Service in violation of this Agreement or applicable Order, (c) Proven's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement, or (d) use by Customer after notice by Proven to discontinue using all or part of the Service. This section constitutes the entire liability of Proven, and Customer's sole and exclusive remedy, with respect to any third-party claims of infringement or misappropriation of intellectual property rights.

12.4. Indemnification By Customer. If a third party initiates or threatens legal action against Proven for processing Customer Data uploaded into the Service by Customer or Users, or for a claim relating to Customer's, or a User's breach of its obligations under Section 5, where such claim arises solely from Proven operating the Service, then Customer will: (a) promptly assume the defense of the claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against Proven (without right of appeal) or in a settlement approved by Customer that are attributable to Proven processing of such Customer Data to provide the Service; provided that Proven (i) notifies Customer in writing of the claim promptly after receiving it, (ii) allows Customer to control the defense of the claim with counsel of its choice, and to settle such claim at Customer's sole discretion (unless the settlement requires payment by Proven or requires Proven to admit liability, in which case Proven will have the right to approve such payment or admission, and (iii) reasonably cooperates with Customer in defending the claim at Customer's expense. Proven shall have no responsibility or liability regarding any claim brought by Customer or any third-party arising from a Vendor's provision of products or services. Customer shall indemnify and hold Consensus harmless from any claim arising a Vendor's actions pursuant to the procedure described in this Section 12.4.

13. LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES.

13.1. DISCLAIMER OF INDIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS,

REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT (INCLUDING ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE SOLUTION), WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. LIMITATION OF LIABILITY. NEITHER PARTY'S (OR ITS AFFILIATES') AGGREGATE AND CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL EXCEED THE AMOUNTS PAID OR OWED TO PROVEN BY CUSTOMER IN THE AGGREGATE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE, OR FOR FRAUD. NOTHING IN THIS SECTION WILL LIMIT THE FEES OWED BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE OR PROFESSIONAL SERVICES, OR FOR VIOLATING CUSTOMER'S OBLIGATIONS IN SECTION 2. THE PARTIES ACKNOWLEDGE THAT THE FEES PAID PURSUANT TO THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT PROVEN WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

14. TERM AND TERMINATION

14.1. Subscription Term. The Subscription Term begins on the Subscription Start Date and remains in effect for the Subscription Term as specified on the applicable Order. At the end of the Subscription Term, the Subscription will not renew.

14.2. Effective Date and Term. This Agreement commences on the Effective Date and shall remain in effect until terminated by either Party in accordance with the terms of the Agreement (the "Term").

14.3. Termination. If either party materially breaches the terms of this Agreement and the breach is not cured (or curable) within thirty (30) days after written notice of the breach, then the other party may terminate this Agreement and/or the applicable Order(s) upon written notice to the breaching party. Either party also may terminate this Agreement upon written notice if the other party: (i) terminates or suspends its business, (ii) becomes subject to any insolvency proceeding under federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, (iv) has wound up or liquidated, voluntarily or otherwise, or (v) by ten (10) days' prior written notice if no Order is in effect between the Parties.

14.4. Effect of Termination. If this Agreement is terminated by Customer for Proven's uncured breach in accordance with Section 14.3 (Termination), Proven will refund Customer any prepaid but unused fees covering the remainder of any terminated Orders as of the effective date of termination. If this Agreement is terminated by Proven for Customer's uncured breach in accordance with Section 14.3 (Termination), Customer will pay within thirty (30) day any fees which are payable to Proven prior to, or after the effective date of termination. Upon termination of this Agreement: (a) Proven's obligation to provide the Service will terminate, (b) all of Customer's, if Affiliate's, and its Users' rights to use the Service will terminate, and (c) each party will promptly destroy any data or Confidential Information from the other party in its possession.

14.5. Suspension In Lieu of Termination. If any amount owing by Customer is thirty (30) or more days overdue, Proven may, without limiting its other rights and remedies, and after providing Customer at least 10 days' prior notice by email, accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Proven's services to Customer until such amounts are paid in full.

15. SURVIVAL. The provisions of Sections: 10 ("Confidential Information"),¹² ("Indemnification"),¹³ ("Limitation of Liability and Disclaimer of Damages"), and 16 ("Miscellaneous"), and any other terms and conditions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination of this Agreement.

16. MISCELLANEOUS

- 16.1. Assignment. Either party may assign this Agreement without the consent of the other party to an Affiliate, or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets (a "Sale"). Assignment will not relieve the assigning party of its obligations under the assigned Agreement and such assignment will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. If Customer enters into a Sale with a direct competitor of Proven or assigns the Agreement to a direct competitor of Proven, Proven may, in its sole discretion terminate the Agreement.
- 16.2. Compliance with Applicable Laws. Each party will comply with all applicable laws, including without limitation, applicable export-control restrictions, data privacy laws, and anti-corruption laws.
- 16.3. Future Features and Functions. Customer agrees that Proven may, from time to time, at its sole discretion, modify and update the Service. Customer understands and agrees that any features or functions related to Proven products referenced on any Proven website, or in any presentations, verbal or electronic communications, press releases or public statements, which are not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for our products and services remains at Proven's sole discretion. Accordingly, Customer agrees that it is purchasing products and services based solely upon features and functions that are currently available as of the time an Order is executed, and not in expectation of any future feature or function.
- 16.4. Notices. Notices may be sent by first-class, registered mail (return receipt requested) or private courier to the address of the receiving party identified on the first page of this Agreement. Notice will be deemed given five (5) days after mailing U.S. first class, registered mail, or upon confirmed delivery by private courier, whichever is sooner. Customer will address notices to Proven's Legal Department, with a copy to legal@getproven.com. Either party may from time to time change its address for notices under this section upon written notice to the other party.
- 16.5. Non-waiver. Any failure of either party to enforce performance by the other party of any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, will not be construed as a waiver of such party's right to assert or rely upon such provision, right or remedy in that or any other instance. Neither party waives any rights or limits its remedies for actions taken outside the scope of this Agreement.
- 16.6. Dispute Resolution. This Agreement will be governed by the laws of the State of California, U.S.A., without giving effect to any conflicts of laws provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the state or federal courts of San Francisco County, California, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the earlier of the following: a) the expiration or termination of all Subscriptions, b) the termination of this Agreement, or c) the time a party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
- 16.7. Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties, and the remaining provisions of the Agreement will remain in full force and effect.
- 16.8. Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect. Each party may identify the other as a customer or supplier, as applicable.
- 16.9. Force Majeure. Force majeure events shall excuse the affected party (the "**Non-Performing Party**") from its obligations under this Agreement so long as the event and its effects continue. Force majeure events include acts which are beyond the reasonable control of a party, including without limitation, Acts of God, natural disasters, pandemic, epidemic, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government (each, a "**Force Majeure Event**"). As soon as feasible, the Non-Performing Party shall notify the other party of: (a) its best reasonable assessment of the nature and duration of the Force Majeure Event, and (b) the steps it is taking to mitigate its effects. If the Force Majeure Event prevents performance for more than sixty (60) days, and the parties have not agreed upon a revised

basis for performance, then either party may immediately terminate the Agreement upon written notice. Proven's suspension of the Services in order to comply with laws is a Force Majeure Event.

16.10. Entire Agreement; Execution. This Agreement, together with the Appendices and applicable Order(s) constitute the entire agreement between parties, and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties regarding its subject matter. Revisions to this Agreement must be made by a separate amendment, signed by each party, and must be expressly drafted for that purpose and identify the specific sections that are being revised. However, if Customer agreed to these terms by reference in another binding instrument (e.g., on an Order which refers to these terms by URL), Proven may change these terms by posting an updated version at the applicable URL and notifying Customer of the change. By continuing to access or use the Service after such notice Customer agrees to be bound by the updated terms. Customer click-through terms, preprinted terms in Customer purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by Proven and/or purport to take precedence over this Agreement. The order of precedence among all documents executed among the parties shall be: (1) the applicable Order, (2) this Agreement, (3) fully executed SOWs, (4) the Documentation. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties may use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures shall be legally binding with the same effect as manual signatures.

Proven Inc.

Name:



Title: CEO

Date:

Go Vilnius

Name: Dovilė Aleksandravičienė

Title: CEO

Date:

APPENDIX 1

PROVEN SERVICE LEVEL TERMS

1. Service Level Agreement. Proven shall make commercially reasonable efforts to maintain availability of the Service 99.9% of each calendar month of a Subscription (the “Uptime Goal”). If an instance of Unavailability exceeds .1% of the monthly Uptime Goal, at the written request of Customer, Proven will extend Customer’s Subscription Term by 10 times (10X) the period of Unavailability with a minimum extension of one business day. For illustration purposes only, the month of March has a total of 43,200 minutes. One tenth of one percent (i.e., .1%) is equal to 43.2 minutes.
2. Unavailability. “Unavailability” means the period, measured in minutes, from when Proven’s monitoring tools confirm Customer’s reported inability to access the Service, to the time the Service is available to transmit and receive data. Unavailability shall not include or occur due to: a) maintenance activities during a scheduled maintenance period; b) beta periods or functionality; c) Force Majeure events; d) any failures of Customer to access the Service caused by Customer, its employees, agents, subcontractors or End Users; e) an outage in the underlying infrastructure required to provide the Services that is not controlled by Proven, this includes, but is not limited to cloud provider Amazon Web Services (AWS) outages (<http://aws.amazon.com> and any successor or related site designated by Proven) or internet network or backbone outages, g) internet DNS outages, or h) Proven’s suspension or termination of Customer’s right to use the Services in accordance with the Agreement.
3. Connection to the Service. Customer is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Internet and to Proven’s cloud provider where the Service is hosted. Customer is responsible for all problems, delays, failures, and all other loss or damage arising from or relating to Customer’s network or telecommunications connection to the Internet.

Appendix 2 (Definitions)

“**Affiliate**” means, with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such party through the possession of more than fifty percent (50%) of the voting stock of the controlled entity.

“**Authorized User**” or “**User**” means: (a) in the case of an individual accepting this Agreement on such individual’s own behalf, such individual; or (b) an employee or authorized third-party of Customer, who has been authorized by Customer to use the Service in accordance with the terms and conditions of this Agreement and has been allocated user credentials.

“**Customer Data**” means any electronic data or materials provided or submitted by or for Customer to or through the.

“**Documentation**” means Proven’s published user manual that describes the functionality of the Service, as updated by Proven from time to time.

“**Order**” means the purchasing document (however so named), signed by a duly authorized representative of each party, that details the Subscription, pricing, payment terms, applicable licensing metrics, other applicable commercial terms and condition, and includes its attachments, schedules, exhibits, addenda, and any terms and conditions and other products and services purchased by Customer from Proven pursuant to this Agreement.

“**Party**” means either Customer or Proven and together the “Parties”.

“**Professional Services**” means Training Services, Implementation Services, or other services Customer agrees to purchase as described in a fully executed statement of work.

“**Service**” means Proven software-as-service platform located at www.getproven.com.

“**Subscription**” means access to the Service during the Subscription Term. Each Subscription is specific to a unique Authorized User and under no circumstance may an Authorized User Subscription be transferred to, shared among or used by different Authorized Users.

“**Subscription Term(s)**” means the subscription period(s) during which Customer is authorized to use the Service, as specified in an applicable Order.

“Vendor” means a person or legal entity Customer invites to offer or market the Vendor’s products and/or services via the Services.

Appendix 3
(Technical specification)
TECHNINĖ SPECIFIKACIJA

This agreement is signed under the terms and conditions outlined in the technical specification, which is appended to this document and outlines the specific requirements of the client, Go Vilnius, for the service provider. The attached technical specification is drafted in the Lithuanian language.

1. SAŲOKOS IR SUTRUMPINIMAI

1.1. **Pirkėjas, Užsakovas** – VšĮ Go Vilnius

1.2. **Tiekėjas** – ūkio subjektas – fizinis asmuo, privatusis juridinis asmuo, viešasis juridinis asmuo, kitos organizacijos ir jų padaliniai ar tokių asmenų grupė, su kuriuo Pirkėjas, Užsakovas sudaro Sutartį.

1.3. **Sutartis** – Sutartis, sudaroma tarp **Tiekėjo ir Pirkėjo, Užsakovo** dėl Pirkimo objekto.

1.4. **Pirkimo objektas** – „Go Vilnius“ priskirtino „Vilniaus tiekėjų portalo“ platformos sukūrimas (toliau – Paslaugos).

1.5. **Platforma** – Tiekėjo sukurta „Vilniaus tiekėjų portalo“ skaitmeninė platforma.

1.6. **Vartotojas** – ūkio subjektas – fizinis asmuo, privatusis juridinis asmuo, viešasis juridinis asmuo, kitos organizacijos ir jų padaliniai ar tokių asmenų grupė, besinaudojantys Platforma įkeldami informaciją apie siūlomas paslaugas ir tie, kurie šiomis paslaugomis naudojasi.

2. PIRKIMO OBJEKTAS IR KIEKIAI

2.1. Perkamos šios Paslaugos:

Eil. Nr.	Paslaugos pavadinimas	Maksimalus paslaugų kiekis	Mato vienetas
1.	„Vilniaus tiekėjų portalo“ platformos sukūrimas	1*	Vnt.

* Sutarties vertė bus lygi Tiekėjo pasiūlymo sumai.

3. PIRKIMO OBJEKTO APRAŠYMAS

3.1. Tiekėjas atlieka šias užduotis:

3.1.1. Internetinės Platformos puslapio su visomis reikalingomis funkcijomis, išvardintomis techninėje specifikacijoje įgyvendinimas, tiekimas ir palaikymas sutarties metu.

3.1.2. Užsakovo darbuotojams suteikia funkcinį ir techninį apmokymą.

3.1.3. Užtikrinti Platformos ir jos teikiamų paslaugų veikimo garantiją be trikdžių visam šios sutarties laikotarpiui.

3.1.4. Svetainių patalpinimas ir palaikymas (angl. *hosting*) pagalba Užsakovui naudojantis Platforma ir jos funkcionalumais.

3.1.5. Suteikia Platformos priežiūrą į kurią įeina iškilusių problemų, susijusių su Platformos ir puslapio funkcionalumu ir veikimu taisymas, jei yra pastebima, kad ateityje gali kilti Platformos funkcionalumui kenkianti problema, Tiekėjas įgyvendina jos prevenciją ir Platformos atnaujinimas pagal Platformos naudojimo metu atsiradusias problemas ar galimus optimizavimo sprendimus, patogesniai Platformos naudojimui. Papildomų funkcionalumų pridėjimas neturi mažinti Platformos krovimo greičio.

3.1.6. Platformos testavimo versijos sukūrimas ir jos naudojimosi, funkcionalumų apmokymas Užsakovui.

3.1.7. Užsakovui suteikia prieigą prie Platformos prisijungusių Platformos Vartotojų katalogo, suteikia galimybę redaguoti, trinti, tvarkyti Vartotojų sąrašą ir naudotis visomis Platformos teikiamomis funkcijomis, neribojant prieigos prie Platformos funkcionalumų.

3.2. **Sukurti pagrindinį puslapį, kuriame bus:**

3.2.1. Vartotojų profiliai su aprašymais, galimybė paspaudus ant profilio susipažinti su Vartotojo veikla plačiau, jos įvairiapusiškesniu aprašymu, detalizuotu veiklos apibūdinimu.

3.2.1.1. Trumpesnė Vartotojo profilio versija, pateikta pagrindiniame paslaugų sąrašo puslapyje, kurioje yra trumpi aprašai, Vartotojų logotipai, Vartotojų pavadinimai, Vartotojų lokacijos, priskirtinos Vartotojų kategorijos, pasirinktinus Vartotojų kontaktiniai asmenys, informaciją kokiomis kalbomis aptarnaujami

klientai, metus, kada įkurtos Vartotojų įmonės, klientų tipai (B2B, B2C ar kiti), kilmės šalis ir darbuotojų skaičių.

3.2.2. Sukurtas paieškos modulis, kuriame Vartotojus galima filtruoti pagal jų siūlomą paslaugos kategoriją.

3.2.3. Prie kiekvieno Vartotojo turi būti funkcija, leidžianti parašyti žinutę ar kreiptis į Vartotoją su užklausa.

3.2.4. Pagrindinė informacija, parodanti Platformos Vartotojų, sudarytų kontaktų skaičių.

3.3. Platforma turi leisti Vartotojui pateikti užklausa su 3.2.1.1 punkte išvardinta informacija, norint prisijungti prie Platformos Vartotojų sąrašo, o Užsakovas turi teisę patvirtinti ar atmesti Vartotojo užklausa.

3.4. Tiekėjas sukuria Platformą, kuri leidžia Vartotojui peržiūrėti visą informaciją apie Vartotojų teikiamas paslaugas ir parašyti jiems žinutę ar užklausa per Platformą.

3.5. Į Paslaugos kainą įeina darbai ir konsultacijos dėl Platformos atnaujinimo, Platformos naudojimosi instruktažo, Platformos problemų tvarkymo, papildomų funkcionalumų Platformoje integravimo. Tiekėjo konsultacijos su Užsakovu galimos iki sutarties termino pabaigos. Konsultacijos gali būti vykdomos pokalbiu telefonu, internetu, žinutėmis ar elektroniniu paštu.

3.6. Platforma turi derėti su ir atitikti „Go Vilnius“ svetainės architektūrą. Dizainu ir stiliumi atitikti „Go Vilnius“ prekės ženklo stiliaus knyga. Vartotojo patirties (angl. „User Experience“) požiūriu pagrindinis Platformos puslapis turi būti suvokiamas kaip „Go Vilnius“ svetainės puslapis („Go Vilnius“ stiliaus knyga - <https://www.govilnius.lt/marketingmaterialbank>).

3.7. Nuoroda į puslapį turi būti suderinta su Užsakovu.

3.8. Platforma turi būti sukurta anglų kalba, su galimybe integruoti ir kitas kalbas.

3.9. Platforma turi būti suderinama su nemokamomis ir viešai prieinamomis, Užsakovo naudojamomis naršyklėmis: „Chrome“, „Firefox“, „Edge“, „Safari“.

3.10. Platforma turi būti sukurta pagal prisitaikantį žiniatinklio dizainą (angl. „Responsive Web Design“ (RWD)), kad ji veiktų ir mobiliuosiuose įrenginiuose. Svarbu užtikrinti, kad navigacija, ergonomika ir naudotojo patirtis būtų identiška tiek kompiuterio, tiek mobiliojo, tiek planšetinio kompiuterio ar kituose įrenginiuose.

3.11. Platformos tikslas – pritraukti užsienio kapitalą į Vilnių. Platforma turi padidinti prieinamumą prie verslui aktualių ir Vilniuje teikiamų paslaugų: suteikti paslaugų sąrašą, kontaktinę informaciją ir galimybę susisiekti su paslaugos tiekėju.

4. PASLAUGŲ VYKDYMO VIETA

4.1. Nuotoliniu būdu.

5. VYKDYMO TVARKA IR TERMINAI

5.1. Platformos viešo paleidimo ir prieinamumo visuomenei terminas – 40 d. d.

5.1.1. Paslaugų įvykdymo terminas gali būti pratęstas abipusiu abiejų šalių susitarimu.

5.2. Platformos testavimo versijos parengimo terminas – 10 d. d.

5.3. Naudojimosi Platformos techniniais funkcionalumais apmokymas Užsakovui terminas – 35 d. d.

5.4. Užsakymų pateikimo būdas – el. paštu.

6. AVANSO MOKĖJIMAS

6.1. Avansas nebus mokamas.

7. Aplinkosaugos reikalavimai

7.1. Paslaugos teikiamos taikant Aplinkos apsaugos kriterijų, kuriuos perkančiosios organizacijos ir perkantieji subjektai turi taikyti pirkdamos prekes, paslaugas ar darbus, taikymo tvarkos aprašo¹ 4.4.4.3. papunktyje nustatytą aplinkosauginį principą „prekei pagaminti, paslaugai teikti ar darbams atlikti naudojama mažiau ar visai nenaudojama pavojingųjų cheminių medžiagų, neteršiama aplinka ir nekeliamas pavojus sveikatai“, Paslaugos užsakomos elektroniniu būdu, o Sąskaitos faktūros privalo būti teikiamos naudojantis sąskaitų administravimo bendrąją informacinę sistemą (SABIS). Esant SABIS sistemos techniniams sutrikimams ir nesant galimybės sąskaitų pateikti SABIS priemonėmis, sąskaitos yra pateikiamos el. paštu info@govilnius.lt.

1. TERMS AND ABBREVIATIONS

1.1. **Buyer, Customer** - Go Vilnius Public Institution

1.2. **Supplier** - an economic entity - a natural person, private legal person, public legal person, other organizations and their subdivisions or a group of such persons, with which the Purchaser, the Customer concludes a Contract.

1.3. **Contract** - A contract concluded between the **Supplier** and the **Purchaser, the Customer**, in respect of the subject matter of the Purchase.

1.4. **The subject of the procurement** is the development of the Vilnius Supplier Portal platform to be assigned to Go Vilnius (hereinafter referred to as "Services").

1.5. **Platform** - **The** digital platform of the Vilnius Supplier Portal created by the Supplier.

1.6. **User** - **an** entity - a natural person, a private legal person, a public legal person, other organizations and their subdivisions, or a group of such persons, who use the Platform to upload information about the services offered and those who use these services.

2. THE OBJECT OF THE PURCHASE AND THE QUANTITIES

2.1. The following Services are purchased:

Eil. No.	Name of service	Maximum number of services	Unit of measurement
1.	"Creation of the Vilnius Supplier Portal platform	1*	Units.

* The value of the contract will be equal to the amount of the Supplier's tender.

3. DESCRIPTION OF THE SUBJECT OF PURCHASE

3.1. The Supplier performs the following tasks:

3.1.1. Implementation, supply and maintenance of the Web Platform website with all the necessary features listed in the technical specification during the contract.

3.1.2. Provides functional and technical training to the customer's employees.

3.1.3. Provide a guarantee of trouble-free operation of the Platform and its services for the entire term of this Agreement.

3.1.4. Hosting and support of websites to assist the Customer in using the Platform and its functionalities.

3.1.5. Provides maintenance of the Platform, which includes correcting any problems that may arise with the functionality and performance of the Platform and the Website, if it is observed that a problem affecting the functionality of the Platform may arise in the future, the Supplier shall implement its prevention and update the Platform according to the problems that may arise during the use of the Platform or possible optimization solutions for a more user-friendly use of the Platform. The addition of additional functionalities shall not reduce the loading speed of the Platform.

3.1.6. Creation of a test version of the platform and training of its use and functionalities for the Customer.

3.1.7. The Customer shall have access to the directory of the Platform Users logged in to the Platform, the ability to edit, delete, manage the list of Users and to use all the functions provided by the Platform without limiting access to the functionalities of the Platform.

3.2. **Create a home page that includes:**

3.2.1. User profiles with descriptions, the ability to click on the profile to see a broader view of the User's activities, a more detailed description of their activities, and a more detailed description of their activities.

3.2.1.1. A shorter version of the User Profile, available on the main page of the list of services, containing short descriptions, User logos, User names, User locations, User categories to be assigned, optional User contacts, information on the languages of the customers served, the year in which the User companies were established, the types of customers (B2B, B2C or other), the country of origin and the number of employees.

3.2.2. A search module has been developed to filter Users by the category of service they offer.

3.2.3. Each User must have a function to send a message or make a request to the User.

3.2.4. Basic information showing the number of contacts made by Platform Users.

3.3. The Platform shall allow the User to submit a request with the information listed in clause 3.2.1.1.1 to access the Platform's User List and the Customer shall have the right to approve or reject the User's request.

3.4. The Supplier shall create a Platform that allows the User to view all information about the services provided by the Users and to send them a message or a request via the Platform.

3.5. The price of the Service includes work and consultations on the upgrade of the Platform, instruction on the use of the Platform, the management of problems with the Platform, and the integration of additional functionalities into the Platform. The Supplier's consultations with the Customer are possible until the end of the Contract term. Consultations may be carried out by telephone, internet, text messages or e-mail.

3.6. The platform must be consistent with and conform to the architecture of the Go Vilnius website. The design and style of the platform shall be consistent with the Go Vilnius brand style book. From a User

Experience point of view, the homepage of the Platform must be perceived as the homepage of the Go Vilnius website (Go Vilnius stylebook - <https://www.govilnius.lt/marketingmaterialbank>).

3.7. The link to the page must be agreed with the Customer.

3.8. The platform must be designed in English, with the possibility of integrating other languages.

3.9. The Platform shall be compatible with the free and publicly available browsers used by the Customer: Chrome, Firefox, Edge, Safari.

3.10. The platform must be designed with Responsive Web Design (RWD) to work on mobile devices. It is important to ensure that the navigation, ergonomics and user experience are identical on desktop, mobile, tablet or other devices.

3.11. The aim of the platform is to attract foreign capital to Vilnius. The platform should increase the accessibility of business-relevant services available in Vilnius by providing a list of services, contact information and the possibility to get in touch with the service provider.

4. PLACE OF PERFORMANCE OF SERVICES

4.1. Remotely.

5. PROCEDURE AND DEADLINES FOR EXECUTION

5.1. The deadline for the public launch and public availability of the platform is 40 days.

5.1.1. The time limit for the performance of the services may be extended by mutual agreement of both parties.

5.2. The deadline for the test version of the platform is 10 days.

5.3. The deadline for the Customer to receive training on the technical functionalities of the Platform is 35 days.

5.4. Ordering method - email.

6. ADVANCE PAYMENT

6.1. No advance payment will be made.

7. Environmental requirements

7.1. Services are provided subject to the application of the Procedures for the Application of Environmental Criteria to be applied by Contracting Authorities and Contracting Entities when procuring goods, services or works² 4.4.4.3. The Services shall be ordered electronically, and invoices must be submitted using the Single Account Management Information System (SABIS). In the event of technical failures of the SABIS system and in the event of the impossibility of submitting invoices via SABIS, invoices shall be submitted by email to info@govilnius.lt