

AGREEMENT NO. 3
FOR THE AMENDMENT TO THE CONTRACT OF 'DEVELOPMENT AND INSTALLATION OF THE
INFORMATION SYSTEM FOR MANAGEMENT OF ENERGY BALANCE AND ADDITIONAL SERVICES'
NO. 22VP-SUT-166 OF 29TH JUNE, 2022

_____ of December, 2024, Vilnius, No.

LITGRID AB (hereinafter – **Buyer**), the company incorporated and operating in accordance with the laws of the Republic of Lithuania, legal entity code 302564383, registered office address Karlo Gustavo Emilio Manerheimo Str. 8, LT-05131 Vilnius, data about the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by _____ acting in accordance with the power of attorney | _____ of _____, on the one part, and

UNICORN SYSTEMS A. S. (hereinafter – **Seller**), legal entity code 25110853, registered office address V Kapslovne 2767/2, Praha 3, 13000, Czech Republic, data about the company is collected and stored in the Commercial Register maintained by the Municipal Court in Prague, section B, insert 4579, represented by _____ acting in accordance with company's Articles of Association, on the other part,

hereinafter the Buyer and the Seller both together are referred to as the Parties, and each separately – as the Party,

WHEREAS:

- a) on the 29th of June 2022, Parties have entered into the “Development and installation of the information system for management of energy balance and additional services” Contract No. 22VP-SUT-166 (hereinafter – **Contract**);
- b) Clause 2.1.2 of the General Conditions of the Contract provides that the Contract's price may be amended only in cases specified in the Contract;
- c) Clause 4.2.1 of the General Conditions of the Contract provides that the Contract may be amended by written agreement of the Parties if this does not contradict to the procedure described in the Law on Public Procurement /Law on Procurement;
- d) in accordance with Point 3 of Article 97(1) of the Law on Procurement, performed by the entities, operating in the field of Water, Energy, Transport or Postal Services of the Republic of Lithuania (hereinafter – **Procurement Law**), the procurement contract or a preliminary agreement may be amended in accordance with this Procurement Law during its period of validity without the need for a new procurement procedure, the necessity for the modification is due to circumstances which could not have been foreseen by a reasonable and prudent contracting entity, and when all of the following conditions are present: (i) the amendment does not substantially alter the nature of the procurement contract or framework agreement; (ii) the value of an individual modification does not exceed 50 per cent of the value of the original contract or preliminary contract. Such modifications shall not be intended to avoid applying the procedures laid down in this Law for Procurement;
- e) After signing the Contract, the Buyer, as a reasonable and prudent contracting entity, encountered an unforeseeable situation in which European Network of Transmission System Operators for Electricity (hereinafter – **ENTSO-E**)¹ updated regulations (policies) that were previously laid down in the Agreement on the conditions of the future synchronous interconnection of power system of Baltic states and power system of continental Europe which was the essential source of obligations that ruled how the new Information System for Energy Balance and Ancillary Services Management (hereinafter – **System**) must be developed. The updated regulations (policies) consequently obligate the Buyer to implement new software-related updates during the development of the System as a project under the Contract to timely achieve successful implementation of the Lithuanian synchronisation with the Continental Europe Synchronous Area (hereinafter – **CESA**). The newly introduced software-related updates for the System development have not been included in the current Technical Specification of the Contract, therefore

¹ Coordinates the operation and maintenance amongst the TSOs of Continental Europe.

raising the unforeseeable necessity to amend the Contract by purchasing additional development services from the Seller.

- f) Considering the above, on the 13th of December 2024, the Buyer submitted a request to the Seller to purchase an additional quantity of hours for the further additional development services (hereinafter – **Request**) to implement updated regulations (policies) by the ENTSO-E. On the 17th of December 2024, the Seller responded by confirming such a request from the Buyer and confirmed that the Seller is willing to enter into a modification to the existing Contract (hereinafter – **Reply**). Together with the Reply, the Seller provided a calculation of the needed amount of additional hours which are necessary to implement updated regulations (policies);
- g) The modification of the Contract in the present case following the abovementioned provision fulfils all the conditions laid down in Point 3 of Article 97(1) of the Procurement Law as justified, further including the unforeseeable circumstances which are described in Clause (e) of this amendment together with its Annexes No. 1 and 2;
- h) This amendment to the Contract does not alter the nature of the Contract because necessary software-related updates are the additional functionalities for the currently developed System under the Technical Specification of the Contract. The nature of the Contract stands as intended. The scope of additional functionalities is detailed in Annexes No. 1 and 2 to this amendment.
- i) The total value of the necessary modification does not exceed 50 per cent of the value of the Contract because it is equal to 25,19 percent of the original Contract's value, and according to the Seller's calculation, the cost of the modification consists of 415 520 EUR. A detailed calculation of the modification cost is attached as an Annex No. 2 to this amendment;

Based on the above, the Parties have entered into this agreement on the amendment to the Contract (hereinafter – the Agreement), whereby they have agreed:

1. To extend the part of the object of procurement “*Additional development services of the energy balance and ancillary services management information system for 60 month*” by **5 936** hours up to the following total:

<i>Object of procurement</i>	<i>Units of measurement</i>	<i>Unit rate in Eur excl. VAT</i>	<i>The price of the indicated quantity in Eur excl. VAT</i>
<i>Additional development services of the energy balance and ancillary services management information system for 60 month</i>	<i>7 936 hours</i>	<i>70</i>	<i>555 520</i>

2. To amend the Clause 2.2 of the Special Conditions of the Contract and lay it as follows:

<i>2. Contract price and payment procedure</i>	<i>2.2. The contract price, including all extensions, is the price provided in the Seller's tender:</i>	<i>2 064 900,00 Eur excl. VAT VAT not applicable</i>
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3. Respective totals and subtotals of prices shall be changed accordingly to amendments introduced in the previous two paragraphs.
4. The Agreement shall enter into force from the moment of entry therein and shall become an integral part of the Contract.
5. Other terms of the Contract are not changed, and they shall remain valid in their entirety.
6. The Agreement has been signed with the qualified electronic signatures of the Parties. It shall be deemed executed upon the last signature being affixed. The Party that affixes the last signature shall share the finalized Agreement file with the other Party.

7. Annexes to the Agreement are an integral part of this Agreement. The following documents are enclosed to the Agreement:
 - 7.1. Annex No. 1. 13th of December 2024 request from the Buyer.
 - 7.2. Annex No. 2. 17th of December 2024 reply from the Seller, with a detailed calculation of the modification cost.

BUYER:

SELLER:

REGARDING THE REQUEST FOR APPROVAL TO PURCHASE ADDITIONAL DEVELOPMENT HOURS UNDER CONTRACT No 22VP-SUT-166

LITGRID AB (hereinafter — **Buyer**) and Unicorn Systems a. s. (hereinafter – **Seller**) on the 2022-06-29, have entered into the “Development and installation of the information system for management of energy balance and additional services” Contract No. 22VP-SUT-166 (hereinafter – **Contract**).

On 2019-05-27 Buyer, Elering AS, AS “Augstsprieguma tīkls”, (hereinafter - **Baltic TSOs**) and Polskie Sieci Elektroenergetyczne S.A., The Transmission system operators (hereinafter – **TSOs**) operating within Continental Europe Synchronous Area (hereinafter - **CESA**), hereinafter collectively referred to as the “**Parties**”, signed the agreement on the conditions of the future synchronous interconnection of power system of Baltic States and power system of Continental Europe (hereinafter – **Agreement**).

The Agreement establishes the rights and obligations of the Parties regarding the steps and measures necessary for the synchronous interconnection of the Baltic Power System with the CESA.

In accordance with the Agreement, the Baltic TSOs are required to implement relevant technical requirements listed in the Catalogue of Measures (hereinafter – **CoM**) as described in the Agreement. Furthermore, the Baltic TSOs recognize that:

- these technical requirements are defined based on the former Operational Handbook (hereinafter – OH) requirements and are subject to verification in the light of the Synchronous area framework agreement (hereinafter - **SAFA**) requirements;
- all requirements of the CoM are of equal importance;
- additional measures not explicitly listed in the CoM but vital for secure and reliable synchronization, synchronous operation, and island operation must be taken into account from a technical perspective.

To meet these requirements, a procurement process was initiated, and “Development and installation of the information system for management of energy balance and additional services” Contract was signed, with its technical specification reflecting the requirements in force as of 2019-05-27.

Since the Agreement was signed, the requirements have evolved, as stipulated by the following conditions:

1. **the necessity to maintain the frequency and dynamic stability** of the Baltic Power System and CESA;
2. **new developments in EU legislation** or amendments to the Agreement;
3. **inconsistencies resulting from** the replacement of the OH and multilateral agreement (hereinafter - **MLA**) by SAFA.

These enhancements and adaptations were agreed upon in close cooperation between the Parties to address evolving technical conditions, facilitate synchronous operation, and ensure continued stability of the Baltic Power System.

As result of this cooperation, the following and agreements have been updated and signed to reflect the changes:

- LITGRID and PSE System Operation Agreement (SOA) – signed on 2024-11-20;
- LITGRID and AST System Operation Agreement (SOA) – signed on 2024-09-30;
- LITGRID and Elering Agreement on the Balancing Cooperation – signed on 2024-10-07;
- An additional System Operation Agreement (SOA) with Sweden is expected to be signed shortly.

In addition, agreements were negotiated and concluded with the European platforms:

- Manual Frequency Restoration Reserves (MARI) Market Supervision Module. Service Level Agreement (SLA) – signed on 2022-12-13;
- The Platform for the International Coordination of Automated Frequency Restoration and Stable System Operation (PICASSO) platform cooperation agreement – signed on 2023-12-27;
- Baltic Balancing Capacity Mark (BBCM) cooperation agreement – signed on 2024-07-16.

These agreements introduced new requirements for data exchange and system operations, which were unforeseen at the time of the original procurement and Contract signing.

The above-mentioned changes to the requirements directly impact the scope of work under the Contract. Conducting a new procurement procedure at this stage would:

- delay the synchronization process with CESA;
- risk non-compliance with mandatory regulatory deadlines.

Considering the above, the Buyer hereby submits a request for approval to purchase an additional quantity of development hours and request the Seller to provide an estimation of the required working hours based on the amendments to the requirements compared to the original technical specification.

Prague, 2024-12-16

Subject: Confirmation for Additional Development Hours under Contract No. 22VP-SUT-166

We refer to your request dated 2024-12-13 for the approval to purchase additional development hours under Contract No. 22VP-SUT-166 (the "Contract") between LITGRID AB (the "Buyer") and Unicorn Systems a.s. (the "Seller"), dated 2022-06-29. We have carefully reviewed the justification provided, including the evolving technical requirements outlined in your letter and their impact on the scope of work under the Contract.

Unicorn Systems hereby confirms the request to purchase additional development hours under the Contract. We commit to:

- Preparing an estimation of the required additional development hours based on the amendments to the technical requirements compared to the original technical specification.
- Ensuring the highest level of collaboration and technical expertise to meet the updated requirements in a timely manner.

We remain fully committed to supporting LITGRID AB and the Baltic TSOs in achieving the successful synchronous interconnection of the Baltic States' power system with the CESA, ensuring compliance with all regulatory and operational requirements.

The estimation of the additional development is attached to this letter.

Should you have any further questions or require additional clarifications, please do not hesitate to contact us.

Module	Component	Hours	Root cause of the change	Details
Balancing Services	Energy (mFRR)	333,0	- adapting to a new MARI platform - SOAs - Balancing Cooperation agreement	To highlight current period rows mFRR dashboard improvements Add to market totals mFRR clearing market price Workflow activation start time Minor changes in dataflows Add confirmation of demand higher than configured value Improvement of views for Operators based on feedback with MARI work
	Energy (aFRR)	282,0	- adapting to a new PICASSO platform - adapting to new LFC platform - SOAs - Balancing Cooperation agreement	Changes in dataflows Improvement of views for Operators based on feedback with PICASSO work Processing of aFRR results in 4 seconds resolution
	Capacity	723,0	- adapting to a new BBCM platform - Balancing Cooperation agreement - SOAs	BCM (balance capacity market) algorithm log BCM - Roll back process Change of the optimization algorithm New BBCM platform: Introduction of demand reduction and back-up capacity bids to BCM BBCM EIC (Energy identification code) code and domain code BBCM: indicator for demand reduction bid BBCM: new input parameters to bids BBCM : changes in dataflows BBCM: Capacity optimisation algorithm changes BBCM: changes in workflows BBCM new screens + reports BBCM connection to settlement
Configuration Tools for the System Processes		693,0	- SAFA updates - all signed agreements	Baltic transparency platform reporting (afrr,mfrr,bcm,DA,ID,IH) Prepare integration with Litgrid website Implementation of Problem document from ETP (ENTSO-E transparency platform) Changes to dataflows register Support of sorting for all views Dataflow monitoring improvement Improve filters for views
Non-functional Requirements	-	484,0	- SAFA updates -SOAs	Minimalization of deployment outage Vulnerability Implement automated code quality and security checks Custom export to DWH (Data Warehouse) Anonymization and copy production environment to test environment
Balance Planning	Intraday (ID)	214,0	- SAFA updates - Balancing Cooperation agreement -SOAs	Generators assignment to BRP (Balance responsible party) Operation changes in algorithms and dataflows Update ID BRP generation to work with not all data
	Day ahead (DA)	332,0		Minor changes in dataflows and its ACK (answer messages) Operation changes in algorithms and dataflows TSO (transmission operator) schedules update for PSE, AST and SVK (Polish, Latvian and Swedish transmission operators) Total TSO generation in the Final balance changes Introduce new Matching periods
Settlement	Transmission	113,0	- SAFA updates -SOAs	Extension of the dataflow No DF050 - own needs metered values and connected modifications Monthly invoicing report EET time zone update
	TSO Actual Data	141,0	- SAFA updates -SOAs	Minor changes in dataflows and data types Changes in workflow
	BSP Balancing	172,0	- SAFA updates -SOAs	Minor changes in BSP (Balance service provider) balancing settlement calculation Update BSP balancing settlement workflow New BSP Balancing Settlement Reports Improving of balancing settlement deed templates
	BRP Imbalance	633,0	- SAFA updates -SOAs	Changes due to Neutrality component Redesign of access right BRP imbalance Minor changes in BRP imbalancing settlement calculation BRP Imbalance settlement - new inputs for imbalance price BRP imbalance calculations and module automation Adding hourly workflows + calculation New views for Losses and Overloads New report for BRP Imbalance settlement module BRP imbalance deed correction Changes for receiving metered data from DSO (Distribution system operator) Extension of Financier user role Change calculation of the imbalance settlement inputs - metered data per NU (Network User)
	TSO-TSO settlement	1 816,0	- SAFA updates -SOAs - adapting to a new PICASSO platform - adapting to a new MARI platform	workflow adjustments based on BBCM FSKAR (Accounting and financial settlement of KF, ACE and Ramping period - new process); SOMA (System Operator Measurement Alignment) 12 new dataflow, 6 updated dataflows DAMP (Day-Ahead Market Prices) 1 new dataflow SOAM (System Operator Accounting data Matching) 9 new dataflows SOVA (System Operator Validated Accounting) 6 dataflows workflow and calculation Views and Reports
TOTAL		5 936,0		