

**MSCI Order Form**

<u>Licensee Group Entity</u> : Bank of Lithuania (“ <b>Licensee</b> ”) Gedimino pr. 6, Vilnius Lithuania LT-01103	<u>MSCI Group Entity</u> : <b>MSCI ESG Research (UK) Limited</b> Ninth Floor, Ten Bishops Square, London, United Kingdom E1 6EG
<b>Signature:</b>  <b>Name:</b> Giedrius Ruseckas  <b>Title:</b> Head of the Public Procurement Division of the Corporate Services Department	<b>Signature:</b>  <b>Name:</b>  <b>Title:</b> Vice President

This “**Order Form**” is entered into by the MSCI Group Entity(ies) listed above (“**MSCI**”) and Licensee Group Entity listed above (collectively with MSCI, the “**Parties**”), effective as of the Start Date, and is governed by this Order Form, and the below agreements (collectively, the “**Agreement**”), which each are incorporated by reference as if set forth herein and apply to the Parties hereto regardless of the original signatories. Terms defined in the Agreement shall have the same meanings when used herein. If a term or provision in this Order Form conflicts with a term or provision in the Agreement, the term or provision in this Order Form shall control with respect to this Order Form.

License Agreement Ref. #	Master-HDL_00187333.0
Addendum for Expanded Access to MSCI Services Ref. #	Standalone-TADD_00343827.0

**1. Term**

<b>Start Date:</b> 1 April, 2025	<b>Initial Term:</b> 1 April, 2025 to 31 December, 2026 <b>“Period 1”:</b> 1 April, 2025 to 31 December, 2025 <b>“Period 2”:</b> 1 January, 2026 to 31 December, 2026	<b>Renewal Period:</b> Annual
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**2. Services**

**2.1 Licensed Services**

Services	Vendor(s) / Delivery Method(s)	Additional Requirements
<b>CLIMATE PRODUCT GROUP</b>		
MSCI GeoSpatial	Datafeed	See Section 4 below
MSCI GeoSpatial Nature Exposure & Impact	Datafeed	See Section 4 below
MSCI Nature and Biodiversity Metrics	Datafeed, ESG Manager	See Section 4 below
<b>APPLICATIONS</b>		
ESG Manager • <b>Product Group:</b> ESG & Climate	MSCI	See Additional Terms below
<b>Total Annual Fees in EUR for Period 1</b>		<b>EUR 0.00</b>

<b>Total Annual Fees in EUR for Period 2</b>	<b>EUR 15,000.00</b>
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<b>Users: Licensee's license includes the following Users. See 'Additional Terms' below.</b>	
ESG Manager Application User(s):	Up to 10
ESG & Climate Data User(s): Up to 10	

### 3. Use of Services

<b>Licensee</b>	<b>Location(s)</b>
Bank of Lithuania	Gedimino pr. 6, Vilnius, Lithuania, LT-01103
<b>Client Segment(s)</b>	Asset Owners
<b>Business Unit(s)</b>	Central Bank/Govt Agency

### 4. Additional Terms

- 4.1 Use.** Notwithstanding anything to the contrary, Licensee may use the Services set forth herein for its internal use only; except as expressly set forth in any exhibits to applicable Order Form(s) or schedules or any annex to applicable addenda. All employees of Licensee and any Permitted Affiliate(s) that will receive, access, or use any Data need the appropriate Data User license(s). Reporting licenses from the applicable Product Group are required to distribute Data (including any report(s) and any information therein) from that Product Group externally to recipients who are not employees of Licensee or any Permitted Affiliate(s).
- 4.2 Restriction.** Except as otherwise provided in this Order Form, where User(s), Location(s), Permitted Affiliates, Client Segment(s) or Business Unit(s) are specified above, no other or additional users, locations or business groups are entitled to use any Services under this Order Form and require an additional license before access is granted.
- 4.3 User(s):**
- User(s):** means a single specified employee of Licensee and any Permitted Affiliate(s) in any specified Client Segment Type(s) in any specified Business Unit(s) at any specified Location(s). The term User includes all licensed user types.
  - Application User(s):** means a specified individual employee that accesses only the specified application, or only the application(s) for the specified Product Group(s), as indicated for each Application User listed above. Application Users also need the relevant Data User licenses. Licensee's use of the ESG Manager application and the Company Sustainability and Climate Insights application, as applicable, is subject to Licensee maintaining its licenses for Application Users and for the underlying data for these applications.
  - Data User(s):** means any specified individual employee that accesses, via MSCI or any vendor, any Data, where "Data" means any data from any licensed Services within the specified Product Group, and any data generated from such data. Data User(s) are specific to each Product Group (or to specific application(s) where indicated) and each Data User must be licensed as a Data User for each Product Group (or such specific application(s), as applicable) for all Data that is received or accessed by such Data User. Individual employees of Licensee and any Permitted Affiliate(s) shall not access or use the Data without the applicable Data User license.
  - Remote Access:** Users may remotely access and use the Service(s) via Licensee's intranet from Licensee's IT systems provided that all use of the Service(s) is on behalf of the Client Segment(s), Business Unit(s) and Location(s) listed above. Licensee and its use of the Services shall not violate or cause the violation of any applicable sanction, embargo, law, rule, or regulation.
  - Required License.** All employees of Licensee and any Permitted Affiliate(s) that will receive, access, or use any Data need the appropriate Data User license(s). Sharing of User licenses is not permitted.
- 4.4 Vendor(s)/Delivery Method(s).** Licensee acknowledges and agrees that MSCI and third party providers may deliver the Services in connection with the Agreement ("Delivery Method(s)"). Delivery Method(s) are subject to (i) Licensee maintaining then-current license agreements with any applicable relevant third party, (ii) then-current availability of the Services via the applicable Delivery

Method(s), and (iii) usage of the Services via such third party Delivery Method(s) by Licensee in accordance with the terms and conditions of the Agreement. MSCI may terminate Licensee's access to such third party Delivery Method(s). Licensee will not automatically be permitted with respect to any vendor(s) unless such vendor(s) are expressly listed in Section 2.1 above or added as a Confirmed Delivery Method as set forth herein. Licensee may request, from time to time, to add or change vendors or delivery methods for a Service (provided that each Service shall only be delivered by up to the number of vendors, if any, specified in the Fee table for the specified Service) by sending an email to its account representative ("Requested Delivery Methods"). If such request is accepted by MSCI, then MSCI will confirm via email ("Confirmed Delivery Methods") and all such Confirmed Delivery Methods will be subject to the terms of the Agreement. If the Requested Delivery Methods require any additional terms and/or any additional fees, then MSCI will require Licensee to agree to such additional terms and/or fees prior to providing the Requested Delivery Methods to Licensee.

#### 4.5 Fees:

- a. **Specified Fees. "Fees"** means the fees specified above, any applicable coverage fees, and any other amounts set forth herein. Annual Fees shall be paid annually in advance unless otherwise set forth herein; and any One Time Fees shall be invoiced by MSCI after execution of this Order Form and shall be paid by Licensee in accordance with the Agreement. All Fees quoted in this Order Form are quoted net of sales taxes, including but not limited to VAT, GST and other forms of national ad valorem taxes, and Licensee is responsible for payment of all such taxes. In the event specific payment application instruction is not provided to by Licensee to MSCI, MSCI may apply any cash payment received to the oldest outstanding invoice(s) first. In addition to its other rights and remedies, MSCI may suspend the relevant Services ten (10) days following written demand to Licensee until full payment is received for such Services. For the avoidance of doubt, all Fees are nonrefundable unless otherwise expressly stated in the Agreement.
- b. Licensee may elect to have invoices sent to a third party. If the third party declines to pay for Services, Licensee will be liable for the entire payment.
- c. If the Initial Term is shorter or longer than one (1) year, then Licensee will receive an invoice(s) based on the annual license fees set forth above (pro-rated as applicable).
- d. **Principal Licensee Corporate Details.** MSCI shall invoice Licensee and any Permitted Affiliates in accordance with the attached Invoicing and Delivery Details Schedule. MSCI may, in consultation with Licensee, update the information in the Invoicing and Delivery Details Schedule via email or other electronic communication to Licensee.

- 4.6 **Product Group. "Product Group(s)"** include but are not limited to: Equity Index, Fixed Income Index, Real Assets Market Data, Real Assets Portfolio Services, ESG, Climate, Carbon Markets, Private Capital Solutions, and Analytics.
- 4.7 **MSCI Group.** For the purposes of this Order Form, references to the MSCI Group entity in the Agreement and this Order Form shall mean MSCI ESG Research (UK) Limited. Notwithstanding anything to the contrary, it is acknowledged and agreed that MSCI ESG Research (UK) Limited is entering into this Order Form solely with respect to, and responsible for, any Services received by Licensee outside of the United States. For the avoidance of doubt, MSCI ESG Research (UK) Limited will invoice Licensee with respect to the Non-US License.
- 4.8 **MSCI GeoSpatial Nature Exposure & Impact.** The MSCI GeoSpatial Nature Exposure & Impact Service requires Licensee to separately license and maintain its subscription to the MSCI GeoSpatial Service, and if Licensee's subscription to the MSCI GeoSpatial Service terminates, then Licensee's subscription to MSCI GeoSpatial Nature Exposure & Impact Service shall automatically terminate.

**Invoicing and Delivery Details Schedule**

**1. Licensee Ship To / Sold To and Bill To / Payor Corporate Details**

Ship To / Sold To Information	Bill To / Payor Information (if different from Licensee Ship To / Sold To Information)	Amount of Fees
<b>Company Name:</b> Bank of Lithuania <b>Address:</b> Gedimino pr. 6 Vilnius Lithuania LT-01103 <b>Company VAT or GST No.:</b> LT886076811 <b>Shipping Contact Name:</b> R	<b>Company Name:</b> Bank of Lithuania <b>Address:</b> Gedimino pr. 6 Vilnius Lithuania LT-01103 <b>Billing Contact Name:</b> R <b>Contact Email Address:</b> @lb.lt <b>Contact Telephone Number:</b> +370	All Fees

Any requested changes to the “Bill to” invoicing information set forth above must be received, at the latest, by MSCI in writing within thirty (30) days from Licensee's receipt of the invoice(s) for this Order Form (“Request Period”). MSCI will not agree to any invoice modifications submitted after the Request Period.