

Seatrack Web HELCOM LICENSE AGREEMENT

SMHI Dnr 2024/2302/4.1.3

AGREEMENT, governing licensing to use the oil spill model Seatrack Web, between the Swedish Meteorological and Hydrological Institute ("SMHI") and:

Environmental Protection Agency

A. Juozapavicius g., 9

LT-09311 Vilnius

Lithuania

License

SMHI grants authorized access to the Licensee for using Seatrack Web HELCOM version.

SMHI provides support during office hours between 8 am. and 4 pm. CET (Central European Time Zone) Send an e-mail to seatrackweb@smhi.se

The license is valid for all government agencies in the country of the Licensee, except for the Universities. The license does not apply to commercial operators.

The license is valid for one year in line with the one-year maintenance cycle starting from 2025. During this period the system will be updated with a more robust technical system and new design.

Routine technical maintenance and improvements is included in the license fee. New functionality and other development are not included.

The system is monitored 24/7. Automatic or manual action will be taken if error occurs.

The contact person at the licensee notifies SMHI which ones shall have access to Seatrack Web. Send requests and updates to seatrackweb@smhi.se

1.1 Proprietary rights

The Licensee obtains only the rights to use Seatrack Web in accordance with the conditions agreed.

The Licensee may not distribute, rent, lease or otherwise disseminate the login and password under other conditions or for other purposes than stated in this agreement.

2 Limited liability

As computer programmes are inherently complex they may contain minor errors, the Licensee is advised to validate his work and results. When using, the Licensee, acknowledges that SMHI has taken every precaution to avoid errors. SMHI is not responsible for damages arising from use of Seatrack Web. It is the responsibility of the Licensee to make sure that it provides satisfactory solutions and results. In no event shall SMHI be liable for direct, indirect, special, incidental or consequential damages arising from the use of Seatrack Web.

3 Confidentiality

Neither the Licensee nor SMHI shall disclose or use any confidential, proprietary or trade secret information provided from one to the other, except as required by this agreement.

Both Parties shall be held liable for any misuse by themselves, their employees, their associates or any third party of information received.

4 Price

Yearly license fee is 7 860 EURO, excluding VAT

5 Terms of payment

Invoice will be sent yearly in June.

Payment is due within 30 days of the invoice date.

Interest on overdue payment is in accordance with Section 6 of the Interest Act (1975:635) with reference rate +8 %.

6 Contact information

The Licensee: Contact information for administration and licenses

Name [REDACTED]

Email [REDACTED]

The Licensor:

Support and licenses: seatrackweb@smhi.se

Contract [REDACTED]

7 Disputes

Any dispute, controversy or claim between the Parties hereto arising out of or in connection with this contract; or the breach, termination or invalidity thereof; may by either Party, within one year of the occurrence giving rise to the dispute, be submitted for settlement by arbitration according to the International Chamber of Commerce Arbitration Rules.

The arbitration proceedings shall, unless otherwise agreed by the Parties, be held at the Chamber of Commerce in Stockholm, Sweden, with English as the official language.

This contract shall be governed by the law of the Kingdom of Sweden.

8 Term and Termination

The license is valid from 1st of January 2025 until 31st of December 2025.

SMHI shall be entitled to suspend or terminate this license agreement with immediate effect if the Licensee commits a breach of contract and fails to remedy the breach within thirty days of notification.

Under the guidance of the Minister of the Environment of the Republic of Lithuania in 2011 June 28 order no. D1-508 "Regarding the approval of the description of the procedure for the application of environmental protection criteria in green procurement" (version of December

13, 2022 No. D1-401) (hereinafter - the Description of the Procedure) 4.4.4.1. paragraph, in the performance of the Agreement, comply with the following environmental requirements: reduce paper consumption, refuse unnecessary copying and printing of documents. Technical documentation, transfer-acceptance acts, invoices or other documentation are provided only in electronic format, signed with an electronic signature (except in cases where the supplier is a foreign representative), in this way less natural resources will be consumed to provide Services. In exceptional cases, paper documents related to the execution of the Agreement may also be submitted, if this is mandatory according to legislation and/or the Buyer indicates such necessity. If it is necessary to print documents, paper must be used that complies with the minimum environmental protection criteria set out in Chapter 1 "Paper and its products" of Appendix 2 of the Regulations.

1 Entire Agreement

This contract constitutes the one and only License agreement between the Parties relating to Seatrack Web and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral. By signing this Agreement, the Licensee and SMHI confirm that they have read and understood the Agreement and that they agree to abide by its terms and conditions.

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed by their duly authorised and empowered officers and representatives.

For SMHI

For Environmental Protection Agency

Date: 2025-03-24

Date:

2025-04-02

Location: Norrköping

Location: Vilnius

[Redacted signature area for SMHI]

Aplinkos apsaugos agentūra
[Redacted signature area for Environmental Protection Agency]

This Agreement has been drawn up in two identical originals of which each Party has one.

SMHI