



EastNets Europe S.A.
13 Route d'Esch
L-1470 Luxembourg

Bank Central Lithuania

MÁSTER CONTRACT On-Premises

EN. COMPLIANCE, CONVENIENCE AND PAYMENT PRODUCTS

REF: ENEU Bank Central Lithuania MSA 1 APRIL 2025 FINAL

This Contract along with its Annexes is hereby acknowledged as the "Intellectual Property" of EastNets. It includes all patents, trademarks, copyrights, service marks, including all registrations, licenses, assignments, pending application, rights to files applications and registrations pertaining thereto, trade secrets, trade secret protection programs, confidentiality, information exchange, other similar Contracts, proprietary information, formulas, processes as well as all other proprietary information and intellectual property.

TRADEMARKS

EastNets, is a registered Trade Mark of EastNets Europe S.A. with registered office at 13 Route d'Esch, L-1470 Luxembourg T:+352 263095 1; F:+352 26 108066 .

All brand and product names are trademarks under registration or registered trademarks of its respective companies. Technical specifications and availability are subject to change without notice.

CONTACT REFERENCES

Any inquiries regarding the contents of this document should be directed to:

Legal Department:
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13 Route d'Esch, L-1470 Luxembourg T:+352 263095 1; F:+352 26 108066

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This Software License and Maintenance Contract ("Contract") is made and effective from 1st April 2025

BETWEEN: **EastNets® Europe S.A.** (the "Licensor/ Service Provider / EastNets"), a corporation organized and existing under the laws of the Luxembourg, bearing registration number B127657 with office located at EastNets Europe S.A., 13 Route d'Esch, L-1470 Luxembourg

AND: **Bank Central Lithuania** (the "Licensee / LB / Customer"), with its principle place of business located at Totorių str. 2/8, LT-01121 Vilnius, Lithuania.

(collectively the "Parties" and individually a "Party")

WHEREAS, Licensor has developed certain computer programs and related documentation more particularly described in SCHEDULE "A" hereto (the "Software") and desires to grant Licensee a license to use the Software; and

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Contract: and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor agrees as follows:

1. DEFINITIONS

The following definitions shall apply to this Contract. This Contract supersedes prior Contract between the Parties pertaining to license/s. In the event of conflict between any prior contract (whether written or verbal) and this Contract, the terms of this Contract shall prevail.

- 1.1. **"Software"** means the Software product or products listed in SCHEDULE "A" of this Contract and its related documentation.
- 1.2. **"Use"** means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for backup, DR, archival or emergency restart purpose
- 1.3. **"Order"** means the Order for the Software, installation, training, yearly maintenance and support, at the prices and charges listed on the proposal/order form (OF) or acknowledgment order (AO) Proposal/OF/AO/ SCHEDULE A attached to this Contract signed by an authorized signatory of the Licensee.
- 1.4. **"Annual Recurring Charges (ARC)"**, also referred to as **"ARC"**, means as defined in section 2.9 below and shall mean the value of the contracted recurring revenue components of the License term, term as shown in the "ORDER (OF)" areas of this document. ARC will include only committed and fixed subscription / rental / lease or recurring fees. ARC always excludes one-time fees and usually excludes any subscription consumption or variable fees and any major Software upgrades.
- 1.5. **"Delivery"** means the installation of the Software application on the Licensee machines at the designated location(s).
- 1.6. **"Licensed Products"** shall mean all computer software and related material described in the License Contract and all derivative works, maintenance products and Documentation which is licensed by EastNets to the Licensee based on the latter's volume of transactions/band; number of concurrent users , number of environments, number of engines, number of connectors, new AML modules, etc as agreed on between EastNets and the Licensee.
- 1.7. **"Derivative Works"** shall mean any software, which contains any part of the Licensed Products including modifications of the Licensed Products regardless of the author of the modification of the Licensed Products.
- 1.8. **"Update"** shall mean an enhancement of a license but it does not alter the license version in itself. Such enhancement are usually for patches, bugs containment or removal for the smooth running of a license that has been interrupted due to bugs, virus and other forms of malware.
- 1.9. **"Upgrade"** shall mean modification of a license in such manner that it may in some instances requires upgrade of user's system.
- 1.10. **"Go Live"** means the date on which the Licensed Products begin operating or to become available for live production use.
- 1.11. **"Normal Business Hours"** Unless otherwise agreed upon with Licensee support timings shall be based on Licensor business hours (Belgium).

- 1.12. **"Standard Releases"** are versions of the Licensed Products which have not been modified by any organization, or have been modified by Licensor only.
- 1.13. **"Current Standard Release"** is the latest version of the Licensed Products, which has not been modified by any organization, or has been modified by Licensor only.
- 1.14. **"Intellectual Property Rights"** shall mean patents, designs, models, drawings, copyrights, software rights, database rights, trade marks, services marks, know-how, web domain names, trade names (all whether registered or not, and including any applications thereto) and in general all rights of a same or similar nature, anywhere in the world including all extensions, reversions, revivals and renewals thereto.
- 1.15. **"End User"** shall mean either a person or entity that availed/used the license whether directly (via its premises) or indirectly (via EastNets system) and has benefited of the license for business purposes.
- 1.16. **"Anniversary date"** shall mean from the date of its implementation or live date to cover on yearly basis.

2. GRANT OF LICENSE

- 2.1. The Licensor's acceptance of the order and Licensee's conformity of the terms and conditions of the Proposal or License Contract as denoted by the signature of both Parties authorized signatories shall be a binding contract between them. Licensor may at its discretion accept, replace or refund for the cost of the Software for any defects provided that said Software license is returned within five (5) calendar days from receipt of the License by the Licensee. The same period and conditions applies to future orders/delivery.
- 2.2. Licensor hereby grants to Licensee a non-exclusive and non-transferable license for personal internal use of the Software, subject to terms and conditions hereinafter set forth. This license is granted for the duration of the Intellectual Property Rights residing in the Software.
- 2.3. The Licensee owns the magnetic or other physical media, on which the Software is originally or subsequently recorded or fixed, but Licensor retains title and ownership of the Software recorded on the original disk copy or copies, and all subsequent copies of the Software, regardless of the form or media in or on which the original or other copies may exist. This License is not a sale of the original software, source code or any copy or copies of it.
- 2.4. This Contract does not entitle the Licensee access to the source code of the software. However, the Licensor may, at its sole discretion, supply to the Licensee the source code of all or part of the Software through the due care of an escrow agent designated by the Licensor and appointed/ engaged by the Licensee. Any source code delivered is subject to the following specific restrictions, which will apply in addition to the general license terms herein (and will prevail over those general license terms in case of conflict), as well as any specific term agreed at the moment of source code delivery:
1. source code may only be used by Licensee, without any disclosure to any third Party; any transfer or assignment hereof is strictly prohibited, and subject to Licensor's prior written approval, which Licensor may withhold in its absolute discretion
 2. source code may only be used by the Licensee for the specific purpose of resolving problems or errors in the operation of the Software
 3. no other use of source code (including but not limited to developing other functionality or modifying the Software in any other way) is strictly prohibited, and subject to Licensor's prior written approval, which Licensor may withhold in its absolute discretion
 4. source code is delivered "as is", without any warranty.
- 2.5. This License is granted based on volume of transactions/band, Concurrent Users, Engines, Connectors, Environments, Modules, Servers, etc. Prices of orders not delivered shall remain valid for One (1) month from the date of Proposal. Should the License/software remain undelivered on or after the expiry of the One-month period based on this pricing condition without the fault, negligence or beyond the control of the Licensor, the latter reserves the right to adjust the prices to conform with the current cost of the Software and software support price list or as it may deemed fit to address the market trends. Licensee shall immediately pay all cost including the annual recurring charges (Annual Recurring Charges) Software as per the contract details in this Contract. Subsequent years for ARC for license maintenance which shall be paid in advance by the Customer within 30 days upon receipt of the respective invoice. The Licensee shall inform the Licensor of any License adjustments and the License will be adapted accordingly. Licensee further agrees that future orders and/or volume upgrades and increase not covered by the Proposal shall be invoiced based on the then current and existing valuation/cost. Refer to the pricing paragraph (as specified in Proposal)) for more details on this statement. Non-compliance of this license restrictions is strictly forbidden and shall be considered a material breach of this Contract and among all other remedies available to Licensor, including but not limited to immediate payment to Licensor for all license fees due and owing to Licensor, shall cause this Contract to immediately terminate in accordance with the termination provisions stated in this Contract.

- 2.6. This Software and the accompanying written materials are copyrighted. Unauthorized copying of the Software, including Software that has been modified, merged, or included with other software, or of the written materials, is expressly forbidden. Licensee may be held legally responsible for any copyright infringement that is caused or encouraged by failure to abide by the terms of this license. Subject to these restrictions, and if the Software is not copy-protected, the Licensee may make one (1) copy of the Software, solely for backup purposes. The Licensee must reproduce and include the copyright notice on the backup copy.
- 2.7. The Licensee may physically transfer the Software from one computer to another, provided that the Software is used on only one computer at a time. The Licensee may not electronically transfer the Software from one computer to another over an internal or external network of any kind. The Licensee may not distribute copies of the Software or accompanying written materials to others or modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the written materials accompanying the Software without the prior written consent of Licensor.
- 2.8. Licensee may not use the Software for the benefit of a third Party and timeshare. Licensee may not transfer, export, install or use the Software without the prior written permission of Licensor nor shall permit the Software to be copied, in whole or in part.
- 2.9. Licensor may create, from time to time, updated versions of the Software. At its option Licensor will make such updates available to Licensee only if Licensee is covered under annual maintenance Contract by paying the ARC, which is 21% of the most current price list. Maintenance is mandatory. Licensee agrees to pay this fee, within the terms stated on the invoice, unless Licensee notifies Licensor in writing of its intention not to renew at least ninety (90) days in advance of being invoiced. Should Licensee choose not to renew maintenance in any given year, Licensor may terminate this License Contract pursuant to the provisions stated in this document. Should Licensee choose not to renew maintenance in any given year, and Licensor elects not to terminate the License Contract, and Licensee wishes to upgrade to a future release of the licensed Software, Licensee shall be charged for the full list price for the Software, plus 20% of the most current list price of Software for maintenance. Should Licensee choose not to renew maintenance at any given year, and then wishes to renew at a later date, and Licensor has elected not to terminate the License Contract, Licensee shall be charged for all back maintenance, which was not renewed, plus the maintenance fee, which shall be 20% of the most current list price. In addition, 20% of the total sum of back maintenance and current maintenance fee shall be added as a surcharge for an interruption in maintenance. Refer to section 6 for further details on Annual Maintenance. EastNets reserves its right to vary the charges for the yearly maintenance services and may at its full discretion increase the charges of the yearly maintenance services to once per year to a minimum 5% per year on the most current price list of the Annual Recurrence Charges upon the Parties mutual agreement. License fees are due and payable on delivery notwithstanding the payment plan earlier signed. In the event of conflict between the provisions of this Agreement and the signed OF/AO/Proposal, the provisions of the OF shall prevail.
- 2.10. This Contract comprises provision for a replacement copy of the Software at the Licensee's request, at no charge other than current Software distribution and any shipping charges. The Licensor reserves the right to supply replacement Software of later version than that originally supplied. Where additional licensing fees are incurred by the Licensor from a third Party these will be chargeable to the Licensee. Licensor may provide the Software initially with a preliminary installation key, allowing initial installation on Licensee's systems, typically with a time limit. Subject to installation, successful pre agreed user acceptance test (UAT) and payment of all relevant fees, Licensor will provide the Licensee with an activation key or other enabling device or code, as deemed appropriate by EastNets from time to time ("Activation Key"). The Activation Key may contain certain user parameters specific to Licensee, such as allowed connectivity types or allowed data volume, as well as provisions or functionalities regarding automated control of compliance with the limitations of the license purchased. Software that has not been activated by a final Activation Key is subject to a trial license for the duration of the preliminary installation key, within the limitations as set out in this section.

2.11. INTELLECTUAL PROPERTY RIGHTS.

The Parties agree as follows:

- 2.11.1. The Licensor is the legal and registered proprietor of valuable property rights in its intellectual property (IP for brevity), The Licensor has used the IP in connection with its own products for years continuously, has devoted substantial financial resources in advertising and marketing the IP for its own high -quality products, and has established a reputation and goodwill in conjunction with the IP in the trade and public worldwide.
- 2.11.2. The License being granted is limited in venue and time.
- 2.11.3. The Licensee must vigilantly protect the Licensor's IP from infringement and other improper use in relation to any goods, services, or advertising in the Licensee country of business. The Licensee will promptly report to the Licensor all information relevant to the infringement or threatened infringement of the IP.
- 2.11.4. Violation of this entire paragraph may result in immediate termination of this Contract. Further, both Parties agree that violation of this paragraph will result in the dilution or destruction of the

Licensor's valuable rights in its reputation, goodwill, and IP, resulting in substantial damages. The Licensor reserves its right to have recourse to a competent court of law to assess any compensation and remedies against damages incurred as a result of infringement by the Licensee of any of the Licensor's IP whether listed in this Contract or elsewhere.

- 2.11.5. No form of acts whether express or implied shall give rise to the transfer of title, rights of ownership, copyright or other IP in the Software to the Licensee, nor shall copyright subsist in all operating software, the Licensor's proprietary software, or any software supplied by the Licensor under license and all Documentation relating therein (whether printed or stored magnetically). Licensee shall not make the license or the Software available to any other person, firm, company or organization other than its subsidiary, associated company, employees, agents and consultants for any reason and will not permit the License to be copied, in whole or in part. Lastly, Licensee shall not delete any proprietary marks on the License/Software.

3. TERM, TERMINATION AND RENEWAL

- 3.1. The initial term of this Contract is from 1 April 2025 and until the end dates shown in the two "ORDER (OF)" later in this document. The License software is for a rental term. This rental term may subsequently be extended in writing to Licensor 90 days prior.
- 3.2. From 2025 year onwards, this Contract may be terminated by either Party after written notification (notification remittance to Licensor shall be made only by an agency, or service which provides proof of delivery, i.e. country's mail certified-receipt, an express mail service), or this may be completed by e-mail from an authorised Licensee personal for signature and on a Company PDF letter headed letter, to the other Party, at least ninety (90) days prior to the Annual Anniversary (1st April). If written notice of termination is not received by Licensor from Licensee at least ninety (90) days prior to the Annual Anniversary date, Licensor shall automatically invoice Licensee for maintenance fees for the coming year, and Licensee shall be obligated to pay the maintenance fees within the stated terms on the invoice. The termination notice must be received by Licensor (in accordance with the remittance procedure specified in this section at least ninety (90) days prior to the annual Anniversary date.
- 3.3. Following termination of this Contract for any reason, the Licensee shall pay Licensor all amounts due to Licensor within 15 days. Any amounts due to Licensor which are not paid within this period shall accrue the highest applicable rates allowed by law, the Licensee shall be solely responsible to reimburse to Licensor all fees, including, but not limited to, collection agency, Licensor time and expense, and reasonable attorney fees and expenses incurred by Licensor in the collection of any amounts not paid to Licensor
- 3.4. All of Licensor's Proprietary Rights and the Licensee's obligations regarding these Rights as detailed in this Contract shall survive after its termination.
- 3.5. Upon termination, expiry of the rental or non-renewal of this Contract, Licensor shall not be responsible, nor obligated to provide support of the Licensed Products, or Derivative Works thereof.
- 3.6. Upon termination or expiry of the rental of this Contract, Licensee shall immediately discontinue all use of the Software and shall remove the Software and any derivative works and/or computer code from Licensee's computer systems and all use and access to these programs must be immediately discontinued. All copies of Software must be destroyed or returned to Licensor immediately at Licensee's sole expense and the Licensee must adduce evidence of destruction upon request of the Licensor in the form of a certificate signed by an authorized representative of the Licensee and affirmed by an authorized officer representing the Licensor. In the event Licensee continue to use the Software after the termination date / expiry of the rental of the License, such unlicensed usage will not be supported by EastNets and will be done at the Licensee' own risk and peril. Nevertheless, Licensor reserves its ultimate legal right to take any action to protect its intellectual property in the Software and to claim damages from any an illegal usage at its full discretion.
- 3.7. The amount of annual recurring charges (ARC) is shown in the two "ORDER (OF)" later in this document. On subsequent years, the Licensor will invoice the full amount of the ARC to the Licensee annually on the Annual Anniversary date.
- 3.8. Licensor may change the terms and conditions of this Contract after a ninety (90) days written notice (either thru mail or hard copy) to Licensee except changes in rates, which require a thirty (30) days' notice.
- 3.9. Without prejudice to any other rights, Licensor may terminate this License Contract if Licensee fails to comply with the terms and conditions of this License Contract within 15 days upon receiving written notification from the Licensor of such default or breach, or if such default of breach is in the opinion of the Licensor incapable of remedy. In such event, Licensee must destroy all copies of the Software and all of its component parts and to adduce evidence of destruction of the Software upon request of the Licensor

in the form of a certificate signed by an authorized representative of the Licensee and affirmed by an authorized officer representing the Licensor.

- 3.10** Notwithstanding anything to the contrary contained in this Contract or in any other document executed by both Parties, any change in law, regulations, decrees, resolutions, instructions, applicable taxes, financial disturbance including increase of the inflation rates and change in standards in effect in any territory within which Licensor operates or have legal presence or in the interpretation or the application thereof by the relevant authorities, occurring subsequent to the Effective Date of this Contract which adversely affects the economic balance that Licensor may reasonably have expected to obtain from the Contract, or the free access to the sums payable by the Licensee to Licensor under the terms of this Contract, shall give Licensor the right to renegotiate the products and services provided or the fees due hereunder. If no Contract is reached between the Parties within a period of Fifteen (15) days immediately following the date on which Licensor requested renegotiation in writing, Licensor may terminate this Contract by notifying the Licensee in writing at least ten (10) days in advance from the date of expiration of the period established for renegotiation.

V.A.T and any other applicable tax whether sales; withholding or the like are excluded from the fees charges invoiced to the Licensee. The same is to be borne by the Customer where and when applicable. If Customer nevertheless is required by law of any country to make any deduction, or withhold from any sum payable to EastNets by Customer hereunder, then the sum payable shall be increased to the extent necessary to ensure that, after such deduction or withholding, EastNets receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount EastNets would have received and retained in the absence of such required deduction or withholding.

4. LIMITED WARRANTY, LIMITATION OF LIABILITIES AND INDEMNITY.

4.1. Limited Warranty.

Licensor warrants that the Software, when used in accordance with the procedures specified in the appropriate documentation (the "Documentation"), shall perform as specified therein.

4.2. Limited Warranty Term.

This limited warranty as described in this paragraph, shall be valid for any period during which Licensee has purchased and is currently covered under maintenance services from Licensor for the Software pursuant to terms and restrictions stated in this Contract. This warranty shall apply only to the then-current release of the Software for use on computer systems then recommended by Licensor. The Licensor warrants that the Software shall function correctly for a period of ninety (90) days following actual delivery of the Software. To the extent that any error in the Software is reported to the Licensor during such ninety (90) day period, the Licensor hereby agrees to correct such error at no additional cost or expense to Licensee. Warranty period shall commence to run upon the actual delivery of the Software whether online or through any other media.

4.3. Modifications Not Warranted.

The limited warranty described in this paragraph shall be limited in such a way that Licensor shall not be liable for any malfunction or error resulting from a modification made by any person or organization other than Licensor with or without the prior written explicit approval of Licensor. Should Licensee employ and/or contract with any person and/or any business entity including but not limited to a third Party individual, corporation, LLC, partnership, joint venture, sole proprietorships, not-for-profit organizations and/or former or current employees of Licensor, to work on and/or perform any services on, or with the Licensed Software without the Licensor explicit consent and approval, Licensor can elect at its sole option to terminate this Contract.

4.4. Limited Warranty Remedy.

For a claim of breach of this limited warranty by the Licensee, Licensee's sole and exclusive remedy, and Licensor's sole and exclusive liability, will be for Licensor, at Licensor's option, to either: (i) provide services to correct any inconsistencies between the Software and the Documentation which cause the Software to fail to conform to the limited warranty set forth in this Paragraph, which shall include Licensor's right to add, modify, or delete portions of the Software and/or the Documentation; or (ii) terminate the license, including all rights granted hereunder.

4.5. Disclaimer of Warranty.

To the maximum extent permitted by applicable law, except as otherwise set forth in this Contract, the Software, Documentation and any services provided by Licensor are provided "as is." The foregoing limited warranty is in lieu of all other warranties, either oral or written, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for any particular purpose, title and non-infringement, even if Licensor or any of its parents, affiliates or subsidiaries have been made aware of such purpose, and the warranty against infringement of patents or other intellectual property rights.

4.6. Limitation of Liability.

To the maximum extent permitted by applicable law, in no event shall Licensor, its parents, affiliates and subsidiaries or their distributors be liable for any damages whatsoever, including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or consequential, special or incidental damages, arising out of the use of or inability to use the software, even if Licensor has been advised of the possibility of such damages. Notwithstanding any damages that Licensee may incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Licensor and its parents, affiliates and subsidiaries under any provision of this Contract and Licensee's exclusive remedy for all of the foregoing shall be limited to an amount which is

equal to 50% of license fees based on initial fees actually paid by Licensee at the time of the Contract for the Software. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

4.7. Force Majeure.

Neither Party shall be liable for failure to perform its contractual obligations if such failure results from force majeure, government act, fire, explosion, accident, industrial dispute, or any other cause beyond the Party's control.

4.8. Indemnifications:

4.8.1. The Licensor indemnifies the Licensee in respect of:

- 4.8.1.1. Direct physical damage to the Licensee's property, which can be established to be the result of gross negligence or willful misconduct of the Licensor or its servants or agents while on the Licensee's premises for the purposes of this Instrument.
- 4.8.1.2. Direct physical injury to, or death of, any of the Licensee's servants and agents resulting from the gross negligence or willful misconduct of the Licensor or its servants or agents.

4.8.2. The Licensee shall be liable and indemnify EastNets group personnel who are in charge of the implementation of this undertaking in the event any direct or indirect physical injury to, or death of, any loss of life or damage to property it may suffer in relation to said implementation or conduct of official duties through fault not attributable to said employee or of EastNets Group.

4.8.3. Any claim/demand or case under the above sections 4.8.1.1; 4.8.1.2 and 4.8.2 will not be heard unless decided through a verdict of a judicial authority issued, but in no case that said claims though proven shall exceed 250,000EUR.

4.8.4. The Licensee will indemnify the Licensor against all damages, costs, and expenses incurred by the Licensor if any material, design or a third Party application which are not provided by the Licensor but included in the Software by the Licensee without the explicit written consent of the Licensor, are the subject of a claim of infringement by a third Party

5. SCOPE OF MAINTENANCE & SUPPORT SERVICES

During the term of this Contract, and as long as this Contract remains in good standing, and all maintenance amounts are paid annually by the Licensee; Licensor shall provide the following services in support of the Licensed products, for the Current Standard Release.

5.1. Maintenance:

- 5.1.1. Licensor reserves the right to make improvements, substitutions or modifications in the specification of any part or parts of the Software, provided that such improvements, substitutions or modifications will not materially affect the performance of the Software to the Licensee's detriment.
- 5.1.2. Licensor shall make available to Licensee, at no additional cost, all minor revisions, bug fixes, improvements, enhancements and modifications to the Licensed Products as they become available. All releases shall be subject to the License Contract where additional Professional services work is required to implement the point release, this work will be chargeable as per the latest consultancy rates of the Licensor.
- 5.1.3. If Licensor incurs costs or performs services in assisting the Licensee with diagnosing or fixing a Software performance issue that (i.) proves not to be the result of a fault in the License, or (ii.) results from failure of the Licensee to install required patches and updates; Licensor reserves the right to charge for such work at the prevailing daily rates.
- 5.1.4. Licensee agrees to pay all cost for the offer and future orders for all media, manuals and associated charges such as freight and applicable taxes (where and when applicable).
- 5.1.5. The Licensee should always upgrade to the Current Standard Release as soon as a notification is received from Licensor. Licensor may stop all support services provided to Licensee should the Licensee fail to upgrade to the Current Standard Release within the allotted migration window. Upgrade to new version is mandatory and subject to corresponding fees as compliance to the industry, regulations and in conformity to the technology compatibility.
- 5.1.6. Maintenance prices are calculated on the basis of 21% of the license cost depending on the Volume Transactions, and or the stated figure as per Proposal/order form (OF) or acknowledgment order (AO) made available to the Licensee. The Licensee hereby agrees that the prices will be adjusted to any increase of the referred volume of transactions used for quotation. Licensee should contact Licensor for re-license subject to additional charges if applicable.
- 5.1.7. Certain new versions of the Software may require additional or different computer equipment. Provisions of such computer equipment are not covered by this Contract or any other Contract or arrangement which exists between the Licensor and the Licensee.

5.2. Technical Support

- 5.2.1. Licensor shall maintain a support staff available remotely by phone, fax or e-mail during Normal Business Hours of the Licensor. (Eastnets Support Team- Tel: +32 2 6560068 / Fax: +32 2 6560070; email: SUPPORT-ENSS@Eastnets.com)
- 5.2.2. Licensor shall answer questions and, in general, help the trained contact of the Licensee to better utilize the standard Licensed Products.
- 5.2.3. Licensor will provide fault diagnosis and where possible, correction, subject to the limitation imposed by contractual restrictions imposed by any third Party. Serious faults preventing computer processing will be given priority. Where possible, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software, including but not limited to work around, patch or a fix to each Software fault so that the Software operates as specified in the Documentation.
- 5.2.4. The Licensor recommends that the Licensee accepts remote access by the Licensor's support team. The quality of the support and response time is frequently improved when remote access is authorized
- 5.2.5. Technical Support outside of the hours specified herein may be provided subject to written Contract between the Licensor and the Licensee on the specific terms applicable and charges payable.

5.3. The Licensee shall notify the Licensor of primary representative(s) for purposes of support and lists updates and shall be named recipient of Software updates. The Licensee may change the nominated representative(s) at any time upon written notification to the Licensor. To the extent reasonably practicable, Licensee's communication with Licensor shall be through the primary representative(s). primary representative(s) must be suitably qualified technical person(s) that has taken a duly accredited training course on the use and maintenance of the Software.

5.4. Services, which may be available for a separate fee at the then current rate include:

- 5.4.1. Re-implementation of Licensed Product and program modifications to the Licensed Products.
- 5.4.2. Support of products other than the Standard Releases of Licensed Products.
- 5.4.3. Licensed Products Customization Programming.
- 5.4.4. Licensed Products Implementation Project Management.
- 5.4.5. Licensed Products Training.

5.5. If the Licensee becomes more than thirty (30) days past due on any invoice due to the Licensor, Licensor may stop services to the Licensee. The stopping of services does not stop the accrual of fees under this Contract.

5.6. Training will be provided by the Licensor's product specialist in accordance with the offer/proposal. Licensee agrees that future trainings needed and not covered with the package of the offer/proposal shall be paid at cost. Training as embodied on the offer/proposal may be conducted at Licensee's premises with all hand-outs/curricula documents as Acrobat PDF files and/or Microsoft PowerPoint PPT presentations will be provided by the Licensor. However, Licensor have the right or may opt to provide the training at its premises.

a.) Licensee agrees that the training which is part of the offer/proposal shall be availed within Ninety (90) days period from the date of the delivery of the License/software. After such period, Licensor cannot be compelled to provide the training.

b.) Licensee agrees not to hold Licensor responsible/liable for the non-usage of the License and/or its failure to set a SCHEDULE for the implementation on reasons/causes beyond the control or fault of the Licensor.

5.7. Licensee agrees to pay unconditionally all cost related to the training package whether availed or not after the lapse of the 90 days. This License is granted based on volume of transactions/band. Prices of orders not delivered shall remain valid for One (1) months from the date of Proposal. Licensor reserves its right to change its prices upon written notice to Licensee for the latter's change of its equipment, including any system configuration, band increase or any hardware or software upgrades and/or for Licensor's to cope with the prevailing currency valuation and fluctuations. Unless the applicable tax laws mandate otherwise, any payments to EastNets shall be made without any deduction for or on account of any taxes, levies, imports, duties, charges, fee and withholdings of any nature nor or hereafter imposed by any governmental, fiscal or other authority save as required by law. If the CUSTOMER to this Agreement is compelled to make any such deduction, it shall pay to the receiving Party such additional amounts as are necessary to ensure that EastNets receives the full amount which that Party would have received, but was deprived of it due to any applicable withholding or retention. All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party to this Agreement is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but was deprived because of the deduction. All fees, charges, of any sort or nature, paid by the customer including but not limited to : licensed software fees due upon delivery of the license activation

key to the customer, professional services rendered and invoiced to the customer, shall be fully earned when paid and shall be non-refundable in whole or in part under any circumstances, absent manifest error in the calculation of such fees.

The prices mentioned under the Quotation section are exclusive of expenses including but not limited to travel and accommodation costs which comprise: Airline Tickets, Hotel Accommodation (Bed & Breakfast), Local Transportation, Visa Issuance and Per-Diem [150 Euros]. This cost will be invoiced separately to the Customer. Travel and accommodation expenses (as detailed earlier in this document) will be charged for every journey from the offices of the Supplier required directly in the execution of any services at the rates current at the time of the journey. All other expenses incurred directly in the execution of the service will be invoiced at cost and shall be paid not exceeding (30) thirty days from receipt of invoice.

5.8 Licensor is entitled to have the price quoted to the Licensee expressed either in United States Dollars, Euros, GBP, or any other currency at the discretion of the Licensor. Furthermore, Licensor has the right to opt for the currency value at the date of contract, at the date of the commercial invoice, or at the date of payment. If a date is not provided for in the contract, and unless communicated otherwise by the Licensor to the Licensee, the date of commercial invoice shall prevail as the date of conversion. Whenever necessary, a notice will be sent to the Licensee to apprise the current exchange conversion rate based on which the payment is to be processed in favour of the Licensor.

6. NOTICES

All notices that may be given under this Contract must be delivered in writing to the other Party at the address specified in this Contract. A Party must notify the other Party of a change of address within 5 (five) days after it becomes effective. Notices are deemed to be delivered on the date of receipt.

7. NON -ASSIGNMENT

Neither Party may assign this Contract without the prior written consent of the other. Neither Party may withhold consent unreasonably. The Licensor may withhold consent on any of the following grounds: The Licensee is in default of an obligation of this Contract when consent is requested, the proposed assignee cannot financially perform the Licensee's obligations remaining under this Contract, the proposed assignee refuses to assume all of the Licensee's remaining obligations under this Contract, or the proposed assignee fails to meet the Licensor's standards for new Licensees in effect at the time consent is requested. However, under any circumstances, should the service/license be extended through a Partner or Distributor, the Customer shall recognize the primary rights of EastNets over that of the Partner/Distributor and shall commit to give full cooperation to EastNets requests including the provision of all documents, transfer of payments and signing of a supplemental Contract necessary in order for EastNets to carry out with immediate effect its services whenever required and as the need arises.

8. GENERAL TERMS OF CONTRACT

- The AML Services available to by the usage of the Software are offered to Licensee on "as is" basis (*The Licensee is using the Anti-Money Laundering (AML) Services at its own risk*). The Licensor will not be liable as to the quality and accuracy of the information provided. The Licensee will abide at all times to all international or local AML laws and regulations as dictated by all governmental or official financial institutions pertaining to Anti-Money Laundering/ Counter Terrorist Financing (AML/CTF) now in force or which may be issued in the future. At all times the Licensee will be responsible for the manner in which it makes use of the AML Services offered as part of the Licensor's AML product available.
- The export of computer Software (and their re-export from the country to which they were originally exported) is subject to the license regulations of inter - alia the governments of Luxembourg and the United States of America and also of the country of import. The Licensee agrees that it will not export or re-export any of the Licensed Products supplied per this Contract without first applying for, and receiving, all necessary licenses and permits either from the Licensor or from any governmental concerned authorities at its principal place of business.
- Where relevant as set forth in the Documentation of the Software, the Licensee shall provide the Licensor at the required frequency with all information necessary to establish the price due for the Software, whenever such price includes a variable part based on ongoing usage of the Software. Such information usually includes, but is not limited to, the number of messages processed by the Software during each month, to be reported promptly and no later than five (5) days after the end of the month. The Licensee must, on prior written request by the Licensor, promptly provide the Licensor with reasonable access to all relevant locations in order to enable the Licensor to check any written evidence pursuant to the foregoing, provided that the Licensor shall comply at all time with the Licensee's reasonable security policies.

- At all times, Licensor is entitled to have the price quoted to the Licensee expressed either in United States Dollars, Euros or any other currency at the discretion of the Licensor. Furthermore, Licensor has the right to opt for the currency value at the date of contract, at the date of the commercial invoice, or at the date of payment. If a date is not provided for in the contract, and unless communicated otherwise by the Licensor to the Licensee, the date of commercial invoice shall prevail as the date of conversion. Whenever necessary, a notice will be sent to the Licensee to apprise the current exchange conversion rate based on which the payment is to be processed in favour of the Licensee.
- **Personal Data Protection (For use only with End Users with European Union personal data)**
Definitions. In this section, the terms "personal data", "processing" and data controller" have the meanings ascribed to them in Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with regard to the Processing of Personal Data and on the free movement of such Data ("EU Directive"). "Data Protection laws "means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, as per the General Data Protection Regulation (guidelines).

Data Controller. End User / Licensee will be considered the data controller in respect of any processing of personal data conducted by the Licensor and its suppliers under the terms of this Contract.

Warranty and legal Compliance. End User/ Licensee hereby warrants that:

- i. It is duly registered as data controller for all purposes for which registration is required in respect of this Contract and
- ii. Any processing of personal data by the end User/Licensee, or a third Party on behalf of the End User/Licensee, by Licensor/Supplier or its suppliers for the purposes of this Contract, whether conducted within outside of the European Economic Area (EEA), will not breach the requirements of Data Protection Laws (as defined above). End User/Licensee shall comply with Data Protection Laws in respect of any personal data provided to Licensor under this Contract.

Indemnity. End User/ Licensee shall defend, indemnify and hold Licensor, its suppliers and third party office, directors, employees, shareholders, agents, and representatives harmless from any and all damages, claims, demands, liability, awards, judgments, settlements, fees and costs, including, without limitation, attorney's fees, incurred directly or indirectly out of or in connection with any breach of the warranties set out in this Clause.

9. CONTRACT

This License Contract is the entire Contract between Licensee and Licensor and supersedes any other communications, advertisements or understandings, whether oral or written, with respect to the Software. This License Contract is not assignable by Licensee in whole or in part without the prior written consent of Licensor; Licensor may assign this License Contract or any obligation thereof. This License Contract may be amended only in writing, signed by both Parties. All remedies available to either Party for breach of this License Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If any provision or portion thereof of this License Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the License Contract shall be construed in all respects as if the invalid or unenforceable provision or portion thereof had been omitted and all other terms and conditions are fully enforceable, and in such case this License Contract may be modified, amended, and limited, reflecting the intentions of the Parties, if and only if such changes are necessary to render the License Contract valid and enforceable. The headings or titles of the Paragraphs or Subparagraphs of this License Contract are for convenience only and shall not be used as an aid in construction of any provision hereof. If Licensee breaches this License Contract, Licensor shall be entitled, in addition to any other rights available at law or in equity, to seek immediate injunctive relief without any requirement to post a bond or other security. This Contract supersedes prior Contracts between the Parties pertaining to the products/licenses engagement. In the event of conflict between the prior Contracts, the terms of this Contract shall prevail.

10. JURISDICTION

This Contract shall be governed by and construed in accordance with Luxembourg Laws.

11. ARBITRATION

Any dispute, difference or question between the Parties with respect to any matter arising out of or relating to this Contract, its validity, interpretation or execution, which cannot be resolved by the two other Parties within

a reasonable period (but in any case not exceeding sixty (60) days) shall be exclusively referred to arbitration under CEPANI arbitration rules (www.cepani.be) by one arbitrator appointed in accordance with those rules. Unless otherwise agreed upon between both Licensor and Licensee, the venue of the arbitral proceedings shall be Luxembourg and the language of proceedings English. The arbitral award shall be considered final and conclusive.

Software Support Agreement

1. Definitions

Blocking

Issue in the Licensor product that causes downtime to the whole production environment, or to a major component of the production environment.

High

Significant product functionality is not working, or is highly diminished. Serious performance degradation due to an issue in Licensor product. Issue in a Licensor product that causes downtime to a test environment, preventing the user to go on with software validation.

Low

Issue that results in non-critical features being unusable or a non critical product functionality not working according to the product definitions.

Cosmetic

Issue that does not affect the usability of the Licensor's product.

Request for Information

A request for assistance in performing configuration of product

Products

The term product refers to **Bank Central Lithuania** (license) product as described in the documentation provided by Licensor, its components, its custom adapters developed by Licensor, and any custom development work developed by Licensor within the scope of the product.

A.) Software Support services

The Software Support service comprises, and is limited to the following services related to the Software only:

- a. Assistance via the telephone or Internet either from regional offices of the Licensor or directly from its European head office in Belgium, between 9am to 5pm Licensor's business hours (excluding Bank Holidays).
- b. Fault diagnosis and, where reasonable effort is involved, correction, subject to the limitation imposed by contractual restrictions imposed by any third party. Serious faults preventing computer processing will be given higher priority.
- c. Where possible, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software. (Note: Performance of any remedial work is excluded from this agreement. Any such work performed by the Licensor personnel will incur additional charges at the rates then in force).
- d. Provision of a copy of the latest minor version of the Software (including documentation or documentation amendment notices, if applicable) whenever the Licensor releases a new minor version of the Software.
- e. Provision of a replacement copy of the Software at the Licensee's request, at no charge other than current Software distribution and any shipping charges. The Licensor reserves the right to supply replacement Software of later version than that originally supplied. Where additional licensing fees are incurred by the Licensor in favor of a third party, these will be charged to the Licensee.
- f. Any new versions of the Software may require new versions of other related software marketed by Licensor in order to function. Such new versions of the related software will not be provided by the Licensor. Certain new versions of the Software may require additional or different third party software or hardware computer equipment. Provision of such new versions of the third party software or such computer equipment is not covered by this Contract.
- g. The language of support activities is English, other languages are provided as a courtesy from Licensor and only if available.
- h. Licensor shall maintain a support staff available remotely by phone, fax or e-mail during Normal Business Hours agreed by the parties.

- i. Licensor shall answer questions and, in general, help the trained contact of the Licensee to better utilize the standard Licensed Product.
- j. Licensor will provide fault diagnosis and where possible, correction, subject to the limitation imposed by contractual restrictions imposed by any third party. Serious faults preventing computer processing will be given priority. Where possible, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software, including but not limited to work around, patch or a fix to each Software fault so that the Software operates as specified in the documentation.
- k. The Licensor recommends that the Licensee accepts remote access by the Licensor's support team. The quality of the support and response time is frequently improved when remote access is authorized.
- l. Technical support outside of the hours specified herein may be provided subject to written agreement between the Licensor and the Licensee on the specific terms applicable and charges payable.
- m. Software Maintenance work will normally be performed at one of the Licensor's offices. In the event that it becomes necessary to render all or part of the service on the Licensee's own premises, the work will be chargeable at the prevailing daily rate, the minimum such charge being for half of one day. Any travel or accommodation expense will be charged to the Licensee at cost.

Support Exclusions:

- a. Support services will not cover any issues not related to the scope of the application, like network errors, hardware failures, third party applications, database administration tasks, changes in security policies and the like.
- b. Support services will not cover any faults caused by Central Bank environment outages (the Central bank of the country in which the Licensee's premises to use the services provided under this Agreement are located.)

B.) Software Maintenance services:

- a.) Licensor reserves the right to make improvements, substitutions or modifications in the specification of any part or parts of the Software, provided that such improvements, substitutions or modifications will not materially affect the performance of the Software to the Licensee's detriment.
- b.) Licensor shall make available to Licensee, at no additional cost, all minor revisions, bug fixes, improvements, enhancements and modifications to the Licensed Software as they become available. All releases shall be subject to the License Agreement where additional Professional services work is required to implement the point release, this work will be chargeable as per the latest consultancy rates of the Licensor.
- c.) If Licensor incurs costs or performs services in assisting the Licensee with diagnosing or fixing a Software performance issue that (i.) proves not to be the result of a fault in the Licensed product, or (ii.) results from failure of the Licensee to install required patches and upgrades; Licensor reserves the right to charge for such work at the prevailing daily rates.
- d.) Licensee agrees to pay all cost for the offer and future orders for all media, manuals and associated charges such as freight and applicable taxes. All cost related to the offer and future orders are exclusive of tax.
- e.) The license as mutually agreed by the parties may be upgraded to the current standard release as soon as a notification is received from the Licensor. Licensor may stop all support services provided to Licensee when delay of payment subsists for more than thirty (30) days from the date of the invoice. Should the Licensee fail to upgrade to the current standard release within the allotted migration window Licensor shall not be obliged to provide the necessary support including the release of patches applicable for the new or upgraded version.
- f.) Maintenance price which is 21% based on the License purchase
- g.) Certain New Versions of the Software may require additional or different computer equipment. Provisions of such computer equipments are the sole responsibility of the Licensee and are not covered by this Agreement or any other agreement or arrangement which exists between the Licensor and the Licensee.

Maintenance Exclusions:

- 5.6.1. Re-implementation of Licensed Product and program modifications to the Licensed Products.
- 5.6.2. Support of products other than the Standard Releases of Licensed Products.
- 5.6.3. Licensed Products Customization Programming.

- 5.6.4. Licensed Products Implementation Project Management.
- 5.6.5. Licensed Products Training
- 5.6.6. Upgrade to major releases and/or new generation of the product.

The Licensee shall notify the Licensor of primary representative(s) for purposes of support and shall be named recipient of Software updates. The Licensee may change the nominated representative(s) at any time upon written notification to the Licensor. To the extent reasonably practicable, Licensee's communication with Licensor shall be through the primary representative(s). primary representative(s) must be suitably qualified technical person(s) that has taken a duly accredited training course on the use and maintenance of the Software.

2. Invoicing

The Licensor will invoice the Software Support to the Licensee on each anniversary of the date of delivery of the Software to the Licensee, or of such other date that the parties shall agree.

3. Term and Termination of Support contract

- a. Post 31.12.2025, the Parties may terminate this Software Support Agreement by giving at least ninety (90) days written notice prior to the anniversary date of the term or any renewed term thereafter, or by Licensee only within one (1) month of the Licensor giving prior written notice of any change of the charges for the Software Maintenance and as further provided in the License Agreement bearing Ref: ENEU_HQL_F5_(Bank Central Lithuania)
- b. The Licensor reserves the right to refuse to provide the Software Support at any time without refunding any money paid by the Licensee, if any attempt is made, other than by the Licensor, to remove any defects or deal with any errors in the Software, or if any development, addition or variation to the Software is carried out other than by the Licensor, or if the Licensee has failed to pay the Licensor's invoice for Software Support or any other invoice due to the Licensor (under this Contract or any other contract or agreement), in accordance with the payment terms. .
- c. Any change of the system must be approved first by the Licensor through a request Form and will be taken on a case to case basis as a measure to protect Licensor's IP rights.
- d. Licensor entire liability and Licensee's exclusive remedy for damages resulting from Licensor performance or non-performance related in any way to any Services provided under this Agreement will be recovery of actual damages to the limits which will not exceed at any time the amounts paid against services rendered by Licensor to Licensee. This limitation will apply regardless of the form of action, whether based on contract or tort, including negligence.

4. Products Fault Prioritization

Upon the Licensor's receipt of a notice of a fully-completed Incident Report from-the Licensee, the Licensor shall assign a priority level to the error according to the following criteria and as re-assessed, agreed and in coordination with the Licensee, as stated on paragraph prior to Clause 5:

Priority 1 -BLOCKING -System Down -Severe Service Impact

The Issue is where the Product has failed in a production environment to operate as described in the Documentation to such an extent that it critically affects the primary business service, major application, or mission critical system. A priority 1 issue include: production system crashes; business service is not operational and no workaround is available. The Licensee shall make resources continually available to work with the Licensor through the Support Hours.

Priority 2 -HIGH -Part Application down -Significant Service Impact

The Issue is where the Product has failed in a production environment to operate as described in the Documentation to the extent that it seriously affects the business service or major application.

There is partial loss of functionality causing parts or specific functions of the Products to not perform as described in the Documentation. Components of the system or function continue to be used however there is no workaround available for the reported defect.

Priority 3 -LOW -Functionality Problem -Moderate Service Impact

The Issue is where the Product has failed in a production environment to operate as described

in the Documentation to the extent that it moderately affects the business service or major application.

There is partial loss of functionality causing parts or specific functions of the Products to not perform as described in the Documentation. Components of the system or function continue to be used however and a workaround is available for the reported defect to the extent that the business operation of the function can be achieved.

**Priority 4 -COSMETICS -General Cosmetic Problem -No Service Impact
Request for Information -a request for assistance in performing configuration of product**

The Issue is with the Products in a production environment and can be described as being of a cosmetic nature, or is perceived by Licensee as a minor annoyance where functionality is not impaired.

The Licensor shall respond to the Licensee (whether by automatic receipt or otherwise) confirming that it has received the Incident Report.

The Priority of the Products Fault shall be set by the Licensor according to the criteria above as re-assessed, agreed and in coordination with the Licensee. In the event of disagreement, reference can be had to the severity definition stated above in Clause 1. If the Licensee opens an Incident Report and assigns it a Priority level of 1 it is recommended to make a phone call to ensure that the said report was duly received by Licensor, then the issue will be assessed based on Clause 1. While an Incident Report remains at a Priority 1 level the Licensee must be continuously available during the technical support hours outlined herein. When the Licensor provide to the Licensee a workaround or resolution the priority level will be downgraded.

5. Timeliness of Products Fault Resolution

BLOCKING Products fault: The Licensor shall respond to Licensee within **two (2) business hours** of receiving an Incident Report and shall use' commercially reasonable efforts to work to correct the Priority 1 Products Fault or provide a work-around solution. Problem worked on at the highest priority level during the Support Hours until workaround or resolution reached with the aim of having the Priority 1 Products Fault resolved **within the next Business Day**.

(i) HIGH Products Fault: The Licensor shall respond to Licensee **within eight (8) business hours** of receiving an Incident Report and shall use commercially reasonable efforts to work to correct the Priority 2 products Fault or provide a work-around solution. Problem worked on at a high priority level during the Support Hours until resolution is reached with the aim of having the Priority 2 Products Fault resolved **within 5 Business Days**.

(ii) LOW Products Fault: The Licensor shall respond to Licensee **within twelve (12) business hours** of receiving an Incident Report and shall use commercially reasonable efforts to correct the Priority 3 Products Fault or provide a work-around solution in the next release of the Products. Problem worked on at a normal priority level during the Support Hours until resolution is reached in accordance with such timescale as may be agreed between the Licensor and the Licensee.

(iii) COSMETICS Products Fault/Request for Information: The Licensor shall respond to Licensee **within twenty-four (24) business hours** of receiving an Incident Report and shall use commercially reasonable efforts to correct the Priority 4 Products Fault or provide a work-around solution in accordance with such timescale as may be agreed between the Licensor and the Licensee.

The response times above only relate to Incident Reports received during the technical support services hours and resolution times as described in this Clause 5 only apply during technical support services hours. In addition, the targeted timescales set out above shall commence upon receipt by The Licensor of the completed Incident Report which contains evidence of the fault, steps to reproduce the problem and all the log files needed for the diagnosis. In the event that further information is required by the Licensor then the targeted timescales shall again be halted with effect from when the Licensor requests such further information by email and shall recommence when the Licensee returns by email the required confirmation/information.

Should the reported incident cannot be resolved remotely and an onsite intervention is needed, the target timescale will be adjusted to incl Luxembourg ude the logistics time of sending the resources on site.

- *Note: The time duration above refers to response time and does not address time to Resolution (TTR). TTR is subject to the issue itself and will be decided on a case by case basis and as per EN engineer evaluation and decision and his full discretion acting reasonably and efficiently, to the best of its/his ability, at all times.*

6. Investigation of Products Faults

If after following investigations the parties determine that there are no Product Faults or that the provisions of Clause 1, (A), subpar on Support exclusions, then the Licensor shall not be obliged to provide a resolution for the Product Fault. If the Licensor in agreement with the Licensee selects to provide a resolution for such reported Product Fault, the Licensee shall pay the Licensor at rates to be agreed by both parties.

Should the reported incident not be resolved within the targeted timescale and/or should the parties fail to agree on the Severity Level of the Products Fault then the Licensee may escalate the incident at their discretion in accordance with the following escalation path:

Service Contact	Phone Number	Name
Licensor's Service support	+32 2 656 00 60	Support-enss@eastnets.com

The Licensor shall be entitled to change the above contact details, phone numbers and offices at any time by providing the Licensee with written notice in advance.

Kindly sign and affix stamp below as a token of acceptance of this Contract, OFs, the Software Support Agreement and the Schedule A (approved with OFs paid).

For the Licensor: EastNets Europe SA

Name : Mr Christopher Taylor

Function: Sales Director

Date : 28 March 2025

Signature

For the Licensee: Bank Central Lithuania

Name : Marius Adomavičius

Function: Director of the Corporate Services Department

Date : 25 March 2025

Signature:

Schedule A

Description of Licensed Software

Below approved with both ; OF "ASP IS Rental SWSv5 Platform" & OF "WO Eastnets 1 April 2025", once paid by Licensee the below becomes effective and rental is given from 01.04.2025 until 30.09.2025 of EOS SWSv4.x And from 01.04.2025 until 31.03.2026 of SWSv5

Licensee then has the right to use ;

RENTAL
SafeWatch Screening (SWS)

1. Software License
 - a. Environments
 - i. 1 x Production instance
 - ii. 1 x Test instance
 - iii. 1 x DR instance
 - b. BICS x 10 :
 - <BIC>LIABLT2XXXX</BIC>
 - <BIC>EUCOBEBBXXX</BIC>
 - <BIC>EUCOBEBBFED</BIC>
 - <BIC>IBRDUS33XXX</BIC>
 - <BIC>IMFDUS3WXXX</BIC>
 - <BIC>FIMILT21XXX</BIC>
 - <BIC>EUCOBEBBSRB</BIC>
 - <BIC>MIGAUS33XXX</BIC>
 - <BIC>IDAWUS33XXX</BIC>
 - <BIC>NBUAUUAXXXX</BIC>
 - c. Filescanner volume : 3,333,333 per month (20 days per month, équivalent to 40,000,000 per year
 - d. 50 x User Licence
 - e. If required : ISO configuration manager.
 - f. Translation Manager CBPR+ (upon EastNets approval)
 - g. Secure (https) computer network Protocol

ORDER (OF)
SafeWatch Screening
"ASP IS Rental SWSv5 Platform"
from 1st April 2025 to 31st March 2026

CUSTOMER/Licensee /Eastnets /Licensor	
Name :	Bank Central Lithuania (BCL)
Address :	Totoriu str. 2/8, LT-01121 Vilnius
Country :	Lithuania
Contact :	
E-mail :	
Phone :	
SUPPLIER / Licensor	
Name :	EastNets Europe SA
Address :	13 Route d'Esch, L-1470
Country :	Luxembourg
Phone :	+44 203 283 4044
Date :	Jan 1 st 2025 Valid: < 28 March 2025
Product	Description - Bundled pricing Price (EURO / excl. VAT)
SafeWatch Screening (SWS)	<p>1. RENTAL ASP IP SWS Platform v5 New</p> <p>a. RENTAL : One time – ASP IP SWS Platform v5 New from 01.04.2025 to 31.03.2026. Book 2025 €113,040. Lowered to best €68,490.</p> <p>c. One time –Professional Services off site; Platform SWSv5 to Go live, Inc Training, PM 15%, and go live (Monday) dedicated ½ day Prof Services personnel. Book 2025. €2,065 p/d x 14 days PS effort, total €28,910.</p>
Best and Final Offer	<p style="text-align: center;">Saving €44,550 from book price, valid 28 March 2025</p> <p style="text-align: right;">€97,400 euro</p>

- The above Order Form "ASP IS Rental SWSv5 Platform" is limited in time and valid to **28 March 2025**. The Licensee agrees to 100% payment total €97,400 euro by latest 28 April 2025. Licensee must also have had paid the "WO Eastnets 1 April 2025" ref the ASP IP SWSv4 EOS of total €29,000 invoice by same time of 28 April 2025.
- (ASP IS) Support services are provided for the entire ASP IS lease period as shown above in the above Order details.
- (ASP IS) Support services are within the rental at no additional cost. The costs of the service provider necessary for the software service of platform SWSv4 EOS and Sanction list x3 access are included in the price of "WO Eastnets 1 April 2025" offer.
- Maintenance services is provided for SWSv4 and SWSv5 systems installed in ASP production and test environments and DR.
- Service services does include all provided software "standard releases" and its implemented functionality (including like for like current provided integrations with external systems) for SWS platform v4 and v5
- LB employees must be consulted on the use of ASP IS

- LB employees must be provided with assistance and consultations in the event of a critical failure in the recovery of APS IS application software.
- Severity One software errors and malfunctions (incidents) during the use of ASP IS must be registered and provided with a bug fix or a workaround by the service provider on SWSv4.
- ASP IS software errors must be corrected by providing updated application installation packages or by specifically identifying the cause of the ASP IS failure and how to resolve it or offered workaround.
- ASP IS software must be provided with security patches that Service Provider deems essential
- After which forms part of the Master contract, "REF ENEU Bank Central Lithuania MSA Jan 2025 Final".

For acceptance,

Bank Central Lithuania (BCL)

Licensee, person name and title:

Marius Adomavičius, Director of the Corporate Services Department

Date:

25 March 2025

Signature:

For acceptance,

EastNets Europe SA

Licensor, person name and title:

Mr Christopher Taylor, Sales Director

Date:

28 March 2025

Signature:

ORDER (OF)

"WO_Eastnets_1 April 2025" for
ASP IS Rental SWS Platform v4 EOS from 01.04.2025 extension to 30.09.2025

CUSTOMER / Licensee		
Name :	Bank Central Lithuania (BCL)	
Address :	Totoriq str. 2/8, LT-01121 Vilnius	
Country :	Lithuania	
Contact :		
E-mail :		
Phone :		
SUPPLIER / Licensor		
Name :	EastNets Europe SA	
Address :	13 Route d'Esch L-1470	
Country :	Luxembourg	
Phone :	+44 203 283 4044	
Date :	1 st Jan 2025	Valid: <28 March 2025
<hr/>		
Product	Description - Discounted pricing	Price (EURO / excl. VAT)
SafeWatch Screening (sws)	1. RENTAL ASP IP SWS Platform v4 EOS a) RENTAL : One time – ASP IP <u>SWS Platform v4 EOS</u> from 01.04.2025 to 30.09.2025. Discounted down to fixed min price of €29,000. This includes within this price the following sanction lists and until 31.3.2026; EU List €1,500, UN list €1,500, OFAC list €1,500.	€29,000 euro
Lowered Offer		€29,000 euro

1. Valid until 28 March 2025. The Licensee agrees to 100% payment total €29,000 euro by 28 April 2025. Forms part of the Master contract, "REF ENEU Bank Central Lithuania MSA 1 April 2025 Final". For SWSv4 Licensor reserve the right to issue mandatory minor updates should this arise. Licensor will provide minor patches up to the end of platform v4 and the 2025 Swift Syntax / ADK patch.

For acceptance,
Bank Central Lithuania (BCL)

Licensee, person name and title:

Marius Adomavičius, Director of the Corporate Services Department

Date:

25 March, 2025

Signature:

For acceptance,

EastNets Europe SA

Licensor, person name and title:

Mr Christopher Taylor, Sales
Director

Date:

28 March 2025

Signature:

Annex One

SECONDARY SANCTION SCREENING INFORMATION SYSTEM LEASE AND SUPPORT SERVICES TECHNICAL SPECIFICATION

I. Purpose and scope of the procurement

1. The Bank of Lithuania (hereinafter – LB) plans to lease Secondary Sanction Screening Information System intended for implementing the screening of payment messages within the time limits set in the sanction lists so as to ensure that the LB's infrastructure is not being used in breach of the requirements for the implementation of international financial sanctions (hereinafter – the Secondary Sanction Screening Information System or ASP IS). ASP IS must help to identify risky payments by participants of payment systems administered by the LB where possible matches with entities on the international financial sanctions lists have been identified.
2. The object of procurement – ASP IS lease and support services.
3. The scope of the object of procurement:
 - 3.1. lease of ASP IS;
 - 3.2. ASP IS support services;
4. ASP IS lease term; SWSv5 from 01 April 2025 to 31st March 2026 and SWSv4 EOS from 1 April 2025 until 30th Sept 2025".

II. Abbreviations and terms used in the Technical Specification

5. Abbreviations and terms used in the Technical Specification:
ASP IS – Secondary Sanction Screening Information System;
LB – Bank of Lithuania

III. ASP IS lease conditions and support services

6. The ASP IS lease services shall include the software license issued by the Supplier (see Schedule A), which shall enable retrospective verification of payment transactions sent and received by participants of the Bank of Lithuania's payment systems and by their customers against the international sanctions lists (see page 18 for Bank of Lithuania Sanctions lists chosen).
7. The ASP IS support services for critical incidents shall be provided throughout the term of lease of ASP IS.
8. ASP IS support services shall include:
 - 8.1. registration and elimination of critical Severity 1 software errors and failures (incidents) recorded during the use of ASP IS;
 - 8.2. installation of updates and security modifications for ASP IS software and other software necessary for the operation of ASP IS, advice on the issues of ASP IS software updates;
 - 8.3. updating of the technical documentation, user and installation manuals of ASP IS with regard to changes to ASP IS to be implemented, and submission of such documentation prior to implementation of the changes in the ASP IS production environment.
9. Support services must be provided for the operation of the ASP IS installed in production and test environments.
10. Support services must cover all the software provided and the functionality implemented by it (including any integrations with external systems provided).
11. Support services must be provided from CET 08:00 to 17:00 on weekdays and from 08:00 to 15:45 on Fridays and days before public holidays.

IV. Requirements for the leased ASP IS

12. Requirements for the software of the leased ASP IS are provided in Table 1.

Table 1. Requirements for ASP IS

No	Functional requirements for ASP IS
General principles of data submission and processing	
1.	ASP IS must be able to verify and process at least the following standard payment messages: ISO 20022, ISO 15022.
2.	ASP IS must be able to screen submitted array data and individual queries on demand using a manual process.
3.	ASP IS must be able to screen messages and data by using easily accessible sanction screening lists that are prepared and handled by external information providers.
4.	The ASP IS license shall provide for the possibility of screening 40,000,000 records or payment transactions per year (query volume), i.e. screening of 3,333,333 records or payment transactions per month.
Lists of sanctions and their handling	
5.	The lists of sanctions of the European Union, United Nations and United States and updates thereof shall be provided to the customer throughout the term of lease of ASP IS. The cost thereof shall be included in the price of lease and support service for ASP IS proposed by the Supplier.
6.	ASP IS must enable a user to generate own lists of screening (including accounts, persons, countries, currencies and other parameters) and carry out a check according to information stored therein.
Non-functional requirements for ASP IS	
Security and reliability requirements	
7.	ASP IS must ensure organisational and technical personal data protection requirements, as defined in Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
8.	The ASP IS user interface must be accessible only via a secure (https) computer network protocol.
Software requirements	
9.	The software licences provided must be suitable for use in Lithuania, in the LB organisation and in ASP IS virtual servers.
10.	The software licences provided must be valid throughout of the term of lease of ASP IS.
11.	The software provided must be covered by the security modification service ensured by the manufacturer.
Requirements for ASP IS support services	
12.	The ASP IS support services must be provided throughout the term of lease of ASP IS.
13.	The ASP IS support services must be provided without any extra charge. The service provider's costs necessary for support services must be included in the price of the lease offer for ASP IS and shall not be additionally paid for.

No	Functional requirements for ASP IS
14.	Support services must be provided for the systems installed in ASP production and test environments.
15.	Support services must cover all the software provided and the functionality implemented by it (including any integrations with external systems provided)
16.	Employees of LB must be consulted on the issues of use of ASP IS.
17.	In the event of a critical failure in the recovery of the APS IS application software, employees of LB shall be provided support and advice.
18.	Software errors and failures (incidents) recorded during the use of ASP IS must be registered and Severity 1 eliminated or offered a workaround on SWSv4.
19.	Software errors and failures recorded during the use of ASP IS and related to installation of security modifications to ASP IS or to additional application software used by ASP IS must be registered and Severity 1 eliminated or offered a workaround on SWSv4.
20.	ASP IS software Severity 1 errors must be corrected or offered workarounds on SWSv4 by providing updated software installation packages or by specifically naming the cause of the failure of ASP IS and specifying the way of elimination thereof.
21.	Supply of security modifications must be ensured for ASP IS software.
22.	LB must be granted authorisation to install and use newly released minor SWSv4 and SWS v5 versions of the ASP IS software without any extra cost. The packages, licences and documentation required for the installation must be made available directly on electronic devices or granted access to via an internet network. The decision on the use of a newer SWSv4 and SWSv5 version shall be adopted by LB.
Requirements for resolution of incidents	
23.	The Supplier must ensure the possibility to register queries and incidents online or email, by email under 24/7 regime, as well as monitor and/or get information about the status of the addressing of incidents using the incident register tool / email updates / or provided by the Supplier. The Supplier must immediately acknowledge the receipt of information about an incident to LB.
24.	Incidents related to technical equipment failures, computer network problems, disk space problems, etc. shall be registered and managed in accordance with the existing LB's Incident and Failure Management Procedure. The Supplier's incident register tool shall record queries and incidents related to the operation of the ASP IS software.
25.	The Supplier must, within up to 2-4 working hours of the moment of registration of a request and/or incident, notify LB of how long it will take to resolve the issue.
26.	An incident is an unexpected failure in the operation of ASP IS or a deterioration in the quality of operation, when one or more of the following factors are recorded when running ASP IS: <ul style="list-style-type: none"> • ASP IS or its separate module stops functioning; • it generates a wrong result; • the operation of ASP IS is not compliant with the functions defined in ASP IS documentation.
27.	Types of the influence of incidents on the operation of ASP IS: <ul style="list-style-type: none"> • Critical / Severity 1, on Production – when the entire ASP IS or its module are not functional and the user is unable to use ASP IS services. ASP IS subsystems interacting with other external IS are not functional. It is impossible to complete a work performed and there is no workaround if such an incident prevents ASP IS users from performing their functions.
28.	The Supplier of ASP IS must, during warranty service, follow the time for the addressing of incidents by type: <ul style="list-style-type: none"> • Critical / Severity 1– must address an incident within 8 working hours of the moment of registration of the incident;
29.	An incident is considered to be eliminated when the Supplier submits corrections to the

No	Functional requirements for ASP IS
	APS IS software to LB's responsible staff or indicates how to eliminate the cause of the incident and LB's responsible employees confirm that the actions suggested by the Supplier have restored the required functionality of APS IS system.
30.	Where addressing a Production incident within a designated time is impossible, the Supplier must notify LB thereof, specify and agree a new time limit for the elimination of the incident