OpenAI

OPENAI ORDER FORM

Offer Valid Until: May 5, 2025

OpenAI Ireland Ltd
1st Floor, The Liffey Trust Centre
117-126 Sheriff Street Upper
Dublin 1, D01 YC43
Ireland

BILLING INFORMATION

Bill to: Bank of Lithuania

Billing contact: it-sutartys@lb.lt

Ship to: Totorių str. 4,, Vilnius, Vilnius, LT-01103, Lithuania
VAT No LT886076811
Primary contact: @lb.lt

CHATGPT SERVICES

Service	Quantity (users)	Net Unit Price (per user / month)	Start Date	End Date	Net Total
ChatGPT Enterprise	145	$40.00	May 5, 2025	May 4, 2026	$69,600.00
				Net Amount	$69,600.00

CHATGPT ADDITIONAL TERMS

- **Billing Schedule**. Customer will be invoiced annually upfront for the Net Amount on the Effective Date pursuant to the Payment Terms table below.
- **Additional End Users**. Customer may increase the number of End Users (the "**Additional End Users**") at any time during the Term through its designated Administrator(s). Customer will be billed on a quarterly basis in arrears for each Additional End User at the price described in this Order Form. At OpenAI's discretion, Customer may receive access to the Service prior to the Start Date, without payment of additional fees, subject to the terms and conditions of this Agreement.
- **Enterprise API**. Customer's use of the API, if any, is subject to the Agreement and the pricing set forth at https://openai.com/api/pricing, unless otherwise agreed in writing by both parties. API usage is invoiced on a monthly basis in arrears according to the Payment Information below.
- **Local Storage.** The ChatGPT Services will permanently store Customer Content at rest in the European Economic Area (EEA) or Switzerland (together, the "Region") in accordance with Exhibit: ChatGPT Storage Addendum attached hereto.

PAYMENT TERMS

Payment Term:	Net 30	**PO required?**	No
Currency:	USD	**PO Number:**	N/A
Payment Method:	ACH	**VAT/GST number:**	LT886076811

- **Customer Support SLA**. Customer will receive Enhanced Customer Support as described in the <u>Exhibit: Customer Support Service Level Agreement</u> attached hereto.
- **Publicity**. OpenAI may: (1) subject to brand guidelines Customer provides to OpenAI, use Customer's name, logo and marks to identify Customer in marketing materials and on OpenAI's website; and (2) with Customer's prior written consent, produce and publish a case study regarding Customer's use of the Services.
- **Auto-Renewal**. This Order Form will automatically renew at the end of the Term: (1) at the then-current license count, quantity, or minimum commitment; and (2) for the duration of the immediately preceding Term. Either Party may prevent this auto-renewal by providing written notice of termination at least thirty days prior to the expiration of the then-current Term.
- **Start Date**. If this Order Form is executed after the applicable Start Date for the Services set forth on this Order Form, OpenAI may adjust the Start Date, without increasing the Fees, based on the date OpenAI activates the services, provided that the total term length does not change.

If Customer and OpenAI already have a signed agreement for the Services, then that agreement applies to Customer's use of the Services. If Customer and OpenAI do not already have a signed agreement for the Services, then Customer's use of the Services is subject to the OpenAI Business Terms available at openai.com/policies/business-terms (as applicable, the "**Agreement**").

Accepted and Agreed:

OpenAI Ireland Ltd

Signature:

Name: F.

Title: Authorised Signer

Date: 4/16/2025

Bank of Lithuania ("Customer")

Signature:

Name: Marius Adomavičius

Title: Head of the Corporate Services Department

Date:

Exhibit: Customer Support Service Level Agreement

1. Customer Support.

    1.1. Provision. Technical support is available to all customers 24/7 for OpenAI services that are generally available including ChatGPT Enterprise and API models listed here. Customer will receive Enhanced Support as described below. Premium Support is available if purchased by Customer and listed on the Order Form. The Initial Response Time varies based on Customer's support plan and the Severity Rating of the issue giving rise to the support request. Currently, Initial Response Times apply to English language support only. "Initial Response Time" means the period from when Customer submits a support request to when OpenAI responds with a meaningful response.

Severity Rating	Severity Description	Initial Response Time
Severity 1	Critical Business Impact: The Services are non-operational in a production environment, the failure has a material adverse impact on Customer's business operations, and there is no workaround available	Enhanced Support: < 1 hour Premium Support: < 1 hour
Severity 2	High Business Impact: The Services fail to function properly in a production environment and the failure has a material adverse impact on Customer's business operations, although the Services remain substantially operational and/or there is a workaround available.	Enhanced Support: < 8 hours Premium Support: < 4 hours
Severity 3	Moderate Business Impact: The Services fail to function properly in a production environment and the failure does not have a material adverse impact on Customer's business operations.	Enhanced Support: < 24 hours Premium Support: < 8 hours
Severity 4	Minimum Business Impact: Customer has a general inquiry or request regarding the Services.	Enhanced Support: < 72 hours Premium Support: < 24 hours

    1.2. Severity Rating. Customer must indicate the appropriate Severity Rating according to descriptions above to the best of its knowledge. OpenAI may downgrade the Severity Rating if Customer does not adequately respond to OpenAI's resolution efforts. Customer will provide OpenAI up-to-date contact information regarding the request.

    1.3. Hours. All customers will receive 24/7 support via email and chat intake (asynchronous). Premium Support customers will also receive 24/7 pager support for Severity 1 tickets, as well as a Named Support Representative to oversee that support tickets are triaged and assigned to the appropriate personnel during the business hours in which such representative is located

EXHIBIT: CHATGPT STORAGE ADDENDUM

This ChatGPT Storage Addendum (this "**Addendum**") supplements the Order Form (the "**Order Form**") by and between the OpenAI entity ("**OpenAI**") and the customer ("**Customer**") listed in the Order Form and applies to the ChatGPT Enterprise or EDU Services subscribed to through the Order Form. Capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

1. Local Storage. OpenAI will permanently store Customer Content at rest in the Region when Customer is using the Included Functionality of the Services. The foregoing limitation does not apply with respect to: (a) any processing or transient storage of Customer Content outside of the Region necessary to provide the Services; (b) Third Party Offerings; or (c) any data other than Customer Content, such as System Data.

2. Limitations. Customer agrees that this Addendum only applies to newly created workspaces after the execution of the Order Form. If Customer has an existing workspace, the commitments in this Addendum may not apply. Customer acknowledges that Customer's access to newly released features of the Services may be delayed or limited in order to meet the requirements of this Addendum.

3. Changes. If OpenAI is no longer able to support permanent storage of Customer Content at rest for the Included Functionality, OpenAI will provide Customer with at least 60 days prior written notice of this change and identify the additional regions in which Customer Content may be stored. If Customer objects to any additional regions, it will notify OpenAI in writing and the parties will cooperate in good faith to determine if the Services may be modified to limit storage outside the Region to Customer's satisfaction. If OpenAI provides Customer a final notice that it is unable to limit storage outside the Region after these efforts, Customer may terminate the Agreement upon five (5) days written notice to OpenAI and OpenAI will refund any prepaid fees for the period after the effective date of termination.

4. Definitions.

    "**Agreement**" means the services agreement referenced on the Order Form.

    "**Included Functionality**" means the functionality of the ChatGPT Services that are listed in Annex 1 to this Exhibit, which may be updated as described therein.

    "**Region**" means the region specified in the Order Form.

    "**System Data**" means account data, metadata, and usage data, to the extent each does not contain Customer Content, that is collected by the Services and used to manage and operate the Services, including, without limitation, End User account information, End User profiles, analytics, usage statistics, billing information, support requests.

    "**Third Party Offering**" means products, services, or content offered by third parties on the Services or integrated with the Services.

Annex 1 to Exhibit: ChatGPT Storage Addendum

<u>Included Functionality</u>

Permanent storage at rest in the Region is supported only for the following functionality of the ChatGPT Enterprise or EDU Services:

Product	Functionality
ChatGPT Enterprise and EDU	Conversations (text, voice, image)
	Custom GPTs (excluding customer-defined actions)
	File Uploads
	Memory
	Code Interpreter & Data Analysis
	Dall-E
	Canvas

Customer acknowledges that there are components of the Services that do not support local storage, including:

- Apple Intelligence
- Web Search
- Third Party GPTs

OpenAI may add to the list of Included Functionality, including by adding support for additional modalities for the Services listed above by providing written notice to Customer. For clarity, if OpenAI releases any new features or modalities for the Services, they will not be part of the Included Functionality unless OpenAI provides this notice.