PROGRAMINĖS ĮRANGOS NUOMOS (PROCESŲ VALDYMO SISTEMOS) VIEŠOJO PIRKIMO–PARDAVIMO SUTARTIS	PUBLIC PROCUREMENT – SALE CONTRACT FOR THE SUBSCRIPTION LICENSE OF SOFTWARE (PROCESS MANAGEMENT SYSTEM)
Vilnius Nr.	Vilnius No.
Valstybės įmonė Registrų centras, juridinio asmens kodas 124110246 (toliau – **Pirkėjas**), atstovaujama generalinio direktoriaus veikiančio pagal įmonės įstatus, ir Nintex UK Limited, juridinio asmens kodas 8057414 (toliau – **Tiekėjas**), atstovaujama toliau kiekviena atskirai vadinama **šalimi**, o abi kartu – **šalimis**, toliau kiekviena atskirai vadinama **šalimi**, o abi kartu – **šalimis**, vadovaudamiesi 2024-03-28 valstybės įmonės Registrų centro pirkimų organizatoriaus sprendimu Nr. PRO-119/2024, kuriuo Tiekėjo pasiūlymas (toliau – **Pasiūlymas**) pateiktas dinaminės pirkimo sistemos Nr. 712512 pagrindu vykdytam ribotam konkursui „Programinės įrangos nuoma (procesų valdymo sistema)" (toliau - Pirkimas) buvo pripažintas laimėjusiu, sudarė šią Licencijų nuomos viešojo pirkimo-pardavimo sutartį (toliau – **Sutartis**).	The State Enterprise Centre of Registers, legal entity code 124110246 (hereinafter referred to as the **Buver**). represented by General Manager acting under accordance to Company regulations, and Nintex UK Limited, legal entity code 8057414 (hereinafter referred to as the **Supplier**) represented by acting in accordance with the Power of Attorney, hereinafter each individually is referred to as a **Party** and collectively as the **Parties**, pursuant to 2024-03-28 the decision of the procurement organiser of the State Enterprise Centre of Registers No PRO-119/2024, which recognised the Supplier's Tender Bid (hereinafter referred to as the **Tender Bid**) submitted for a restricted tendering procedure conducted under a dynamic purchasing system No 712512 'Subscription license for access and use of software (process management system)' (hereinafter referred to as the Procurement), as the winning Tender Bid, have entered into the Public Procurement - Sale Contract for the subscription license for access and use of software (hereinafter referred to as the **Contract**).
1. SUTARTIES DALYKAS 1.1. Sutarties dalykas – Programinės įrangos nuoma (procesų valdymo sistema) (toliau – **Licencijos**). Licencijų aprašymas ir kiti reikalavimai Licencijoms nustatyti Sutartyje, įskaitant, bet neapsiribojant Sutarties 1 priedą „Techninė specifikacija" (toliau – **Techninė specifikacija**) ir Pasiūlymą. 1.2. Sutartimi Tiekėjas įsipareigoja Sutartyje nustatytomis sąlygomis ir tvarka perduoti Pirkėjui Licencijas, atitinkančias Techninės specifikacijos nustatytus reikalavimus, o Pirkėjas įsipareigoja priimti tinkamai ir laiku pristatytas Prekes bei sumokėti Tiekėjui Sutartyje nustatytą kainą Sutartyje nustatytomis sąlygomis ir tvarka.	**1. SUBJECT MATTER OF THE CONTRACT** 1.1. The subject matter of the Contract shall be subscription for the temporary use of software (process management system) (hereinafter referred to as the **License**) under the terms and conditions and in accordance with the procedure specified in the Contract. Description of the License and other requirements shall be specified in the Contract, including but not limited to Annex 1 "Technical Specification" (hereinafter referred to as the **Technical Specification**) to the Contract and the Tender Bid. 1.2. The Supplier undertakes to provide access to the License complying with the requirements set forth in the Technical Specification in accordance with the conditions and procedure set forth in the Contract, and the Buyer undertakes

	to accept the duly and timely delivered subscription License and pay to the Supplier the price specified in the Contract following the conditions and procedure established in the Contract.
2. LICENCIJŲ PRISTATYMO TERMINAI 2.1. Licencijos pagal Sutartį turi būti aktyvuotos per 30 darbo dienų, nuo užsakymo pateikimo.	**2. LICENCE DELIVERY TERMS** 2.1. The Licences under the Contract must be delivered within 30 business days after placing the order.
3. ŠALIŲ TEISĖS IR PAREIGOS 3.1. **Pirkėjas įsipareigoja:** 3.1.1. priimti Sutartyje nustatytais terminais ir tvarka Tiekėjo pristatytas Prekes, atitinkančias Techninės specifikacijos nustatytus reikalavimus; 3.1.2. sudaryti visas nuo Pirkėjo priklausančias būtinas sąlygas Tiekėjui tiekti Sutartyje numatytas Licencijas; 3.1.3. sumokėti Tiekėjui už priimtas Licencijas Sutartyje nustatytą kainą Sutartyje nustatytomis sąlygomis ir tvarka; 3.1.4. pranešti Tiekėjui apie Sutarties sąlygų, nustatančių Licencijų kokybę, atitikimą Techninei specifikacijai, kiekį, asortimentą, komplektiškumą, pažeidimą per 5 (penkias) kalendorines dienas po to, kai buvo ar, atsižvelgiant į daiktų pobūdį ir paskirtį, turėjo būti nustatytas atitinkamos sąlygos pažeidimas; 3.1.5. bendradarbiauti su Tiekėju: suteikti Tiekėjui jo pagrįstai prašomą, Pirkėjo turimą informaciją ir (ar) dokumentus, būtinus Sutarčiai tinkamai ir laiku įvykdyti.	**3. RIGHTS AND DUTIES OF THE PARTIES** 3.1. **The Buyer undertakes to**: 3.1.1. accept the Licences delivered by the Supplier within the terms and in accordance with the procedure established in the Contract, which conform to the requirements set forth in the Technical Specification; 3.1.2. Create all necessary conditions, depending on the Buyer, for the Supplier to deliver the Licences provided for in the Contract; 3.1.3. Pay the Supplier for the accepted Licences the price specified in the Contract under the conditions and in accordance with the procedure established in the Contract; 3.1.4. Notify the Supplier about the compliance of the terms and conditions of the Contract, determining the quality of the Licences, with the Technical Specification, quantity, range, completeness, within 5 (five) calendar days after the breach of appropriate condition was or should have been established taking into account the nature and purpose of the items; 3.1.5. Cooperate with the Supplier: namely, to provide the Supplier with the information and/or documents possessed by the Buyer upon a reasonable request of the Supplier, which are necessary for the proper and timely performance of the Contract.
3.2. Pirkėjas įsipareigoja tinkamai vykdyti kitus įsipareigojimus, numatytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose.	3.2. The Buyer undertakes to perform properly other obligations provided for in the Contract and legal acts in force in the Republic of Lithuania.
3.3. **Pirkėjas turi teisę:** 3.3.1. reikalauti, kad Tiekėjas tinkamai ir laiku vykdytų įsipareigojimus, nurodytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose; 3.3.2. neapmokėti Europos elektroninių sąskaitų faktūrų standarto neatitinkančių sąskaitų faktūrų, jeigu Tiekėjas jas pateikia ne	3.3. **The Buyer shall have the right**: 3.3.1. To demand the Supplier to duly and timely fulfil the obligations specified in the Contract hereunder and legal acts in force in the Republic of Lithuania; 3.3.2. Not to pay the invoices that do not comply with the European electronic invoicing standard

Sutarties 4.7 punkte numatytomis priemonėmis; 3.3.3. sustabdyti mokėjimus Tiekėjui, jeigu Tiekėjas nevykdo arba netinkamai vykdo bet kokius Sutartimi prisiimtus ar teisės aktuose numatytus įsipareigojimus, iki kol šie įsipareigojimai nebus tinkamai įvykdyti; 3.3.4. prašyti Tiekėjo pateikti visus Licencijų atitikimą Techninei specifikacijai pagrindžiančius dokumentus; 3.3.5. Sutartyje nustatyta tvarka reikalauti Tiekėjo pakeisti Tiekėjo darbuotoją ir (ar) subtiekėją ar jo darbuotoją, ir (ar) ūkio subjektą ar jo darbuotoją, kurio pajėgumais tiekėjas remiasi, tiesiogiai vykdantį Sutartyje nurodytus įsipareigojimus, jeigu Sutarties vykdymui paskirtas asmuo netinkamai vykdo ar pažeidžia Sutartyje nurodytas pareigas. 3.3.6. bet kuriuo pirkimo sutarties galiojimo metu pareikalauti Tiekėjo pateikti pagrindžiančius dokumentus dėl Tiekėjo tiekiamų Licencijų ar su Licencijomis susijusių paslaugų atitikties VPĮ 45 straipsnio 2^1 dalies nuostatoms. Tiekėjui per perkančiosios organizacijos nustatytą atsižvelgiant į aplinkybes protingą terminą nepateiktus tokios informacijos, perkančioji organizacija turi teisę nesikreipdama į teismą, vienašališkai nutraukti pirkimo sutartį, raštu įspėjusi tiekėją prieš 10 kalendorinių dienų.	if the Supplier submits them using other means than specified in Point 4.7. of the Contract; 3.3.3. To suspend payments to the Supplier if the Supplier fails to perform or improperly performs any obligations assumed under the Contract, or provided for in legal acts until these obligations are properly discharged; 3.3.4. To request the Supplier to submit all documents substantiating the compliance of the Licences with the Technical Specification; 3.3.5. In accordance with the procedure established in the Contract, to require the Supplier to replace the Supplier's employee, and/or a sub-supplier or its employee, and/or the economic operator or its employee whose capacity the Supplier relies on, who directly performs the obligations specified in the Contract if such a person appointed to perform the Contract improperly performs or violates the obligations specified in the Contract; 3.3.6. At any time during the Procurement Contract period, request the Supplier to provide supporting documents regarding the compliance of the Licences or services related to the Licences supplied by the Supplier with the provisions of Article 45 (2^1) of the Law on Public Procurement. If the Supplier does not provide such information within the time limit set by the Contracting Authority, which time limit must be reasonable under the circumstances, the Contracting Authority shall have the right to terminate unilaterally the Procurement Contract without recourse to the court by notifying the Supplier in writing 10 calendar days in advance.
3.4. Pirkėjas turi kitas teises, numatytas Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose.	3.4. The Buyer shall have other rights provided for in the Contract and legal acts in force in the Republic of Lithuania.
3.5. **Tiekėjas įsipareigoja:** 3.5.1. Sutartyje nustatytais terminais ir tvarka pristatyti ir perduoti Licencijas, atitinkančias Sutartyje ir Techninėje specifikacijoje nustatytus reikalavimus; 3.5.2. kartu su Licencijomis perduoti Pirkėjui visą būtiną dokumentaciją, numatytą Sutartyje; 3.5.3. iki Sutartyje nustatyta tvarka Licencijų pristatymo Pirkėjui momento prisiimti atsitiktinio Licencijų žuvimo ar sugedimo riziką;	3.5. **The Supplier undertakes:** 3.5.1. To deliver the Licences that meet the requirements set forth in the Contract and in the Technical Specification as well as to transfer them to the Buyer within the terms and in accordance with the procedure established in the Contract; 3.5.2. To transfer to the Buyer all the necessary documentation provided for in the Contract together with the Licences; 3.5.3. To assume the risk of accidental loss or damage of the Licences until the moment of delivery of the Licences to the Buyer in accordance with the procedure established in the Contract;

3.5.4. užtikrinti, kad Pirkėjo nurodytų asmenų instruktavimą ir (arba) apmokymus vykdytų tik tam reikiamą kvalifikaciją ir teisę turinys asmenys (jeigu taikoma);	3.5.4. To ensure that the instruction and/or training of the persons appointed by the Buyer is carried out only by the persons with the necessary qualifications and rights (if applicable);
3.5.5. tinkamai vykdyti įsipareigojimus, numatytus Sutartyje ir Techninėje specifikacijoje, įskaitant ir Licencijų trūkumų šalinimą. Tiekėjas pasirūpina visa būtina įranga, darbų sauga ir darbo jėga, reikalinga Sutarties vykdymui;	3.5.5. To fulfil properly the obligations provided for in the Contract and the Technical Specification, including the elimination of defects in the Licences. The Supplier shall take care of all necessary equipment, work safety and workforce required for the performance of the Contract;
3.5.6. bendradarbiauti su Pirkėju ir neatlygintinai konsultuoti jį visais su Sutarties vykdymu susijusiais klausimais;	3.5.6. To co-operate with the Buyer and consult it free of charge on all issues related to the performance of the Contract;
3.5.7. nedelsiant bet ne vėliau nei per 3 darbo dienas, raštu informuoti Pirkėją apie bet kurias aplinkybes, kurios trukdo ir (ar) gali sutrukdyti Tiekėjui įvykdyti sutartinius įsipareigojimus Sutartyje nustatytais terminais bei tvarka. Toks pranešimas nepanaikina Pirkėjo teisės skaičiuoti netesybas pagal Sutartį ar reikalauti atlyginti kitus nuostolius, jeigu Prekės nebūtų pristatytos laiku;	3.5.7. Immediately but not later than within 3 business days, to inform the Buyer in writing about any circumstances that hinder and/or may interfere with the fulfilment of the Supplier's contractual obligations within the terms and in accordance with the procedure established in the Contract. Such notification shall not deprive the Buyer of the right to calculate penalties under the Contract or to demand compensation for other losses if the Licences were not delivered on time;
3.5.8. tiekiant Licencijas laikytis Lietuvos Respublikoje galiojančių įstatymų ir kitų teisės aktų reikalavimų, ir užtikrinti, kad Tiekėjo ar jo pasitelkto subtiekėjo (-ų) (jeigu pasitelkiamas) ir (ar) ūkio subjekto, kurio pajėgumais tiekėjas remiasi darbuotojai jų laikytųsi. T	3.5.8. When supplying the Licences, to comply with the requirements of laws and other legal acts in force in the Republic of Lithuania, and to ensure that the staff of the Supplier or the sub-supplier(s) invited (if used) and/or the economic operator whose capacity the Supplier relies on comply with them.
3.5.9. nekeisti Sutartyje nurodyto Sutarties vykdymui pasitelkto specialisto (darbuotojo) ir ūkio subjekto (ar jo darbuotojo), kurio pajėgumais tiekėjas remiasi ir kuriam Pirkimo dokumentuose buvo keliami kvalifikacijos reikalavimai, be išankstinio raštiško Pirkėjo sutikimo;	3.5.9. Not to change the specialist (employee) invited for the performance of the Contract and the economic operator (or its employee) whose capacity the Supplier relies on, which are indicated in the Contract, and for which qualification requirements were set in the Procurement documents, without the prior written consent of the Buyer;
3.5.10. užtikrinti, kad Sutarties sudarymo metu ir visą jos galiojimo laikotarpį Sutartį vykdytų Tiekėjo ir (ar) ūkio subjekto, kurio pajėgumais tiekėjas remiasi, darbuotojai, turintys Sutarties vykdymui reikalingą kvalifikaciją ir patirtį, atitinkančią Pirkimo dokumentuose bei galiojančiuose teisės aktuose nustatytus reikalavimus (jeigu Pirkimo dokumentuose buvo keliami reikalavimai kvalifikacijai). Taip pat užtikrinti, kad visą Sutarties galiojimo laikotarpį Tiekėjo ir ūkio subjekto, kurio pajėgumais tiekėjas remiasi, kvalifikacija atitiks Pirkimo dokumentų nustatytus reikalavimus;	3.5.10. To ensure that at the time of concluding the Contract and throughout its validity period the Contract is performed by the employees of the Supplier and/or economic operator whose capacity the Supplier relies on, who have the qualifications and experience required for performance of the Contract, which meet the requirements established in the Procurement documents and legal acts in force (if the qualification requirements were established in the Procurement documents); also to ensure that the qualification of the Supplier and the economic

3.5.11. užtikrinti, kad Sutartį vykdys tik teisę verstis atitinkama veikla turintys asmenys, įskaitant ir pasitelkiamą (-us) subtiekėją (-us) (jeigu pasitelkiamas) bei ūkio subjektą (-us), kurio (-ių) pajėgumais tiekėjas remiasi, neatsižvelgiant į tai, ar Tiekėjo kvalifikacija dėl teisės verstis atitinkama veikla buvo tikrinama arba tikrinama ne visa apimtimi; 3.5.12. savo sąskaita apsaugoti Pirkėją nuo bet kokių trečiųjų šalių pretenzijų, pareikštų Pirkėjui dėl to, kad Licencijos pažeidžia trečiosios šalies intelektinę nuosavybę; 3.5.13. nenaudoti Pirkėjo prekės ženklo ar pavadinimo jokioje reklamoje, leidiniuose ar kt. be išankstinio raštiško Pirkėjo sutikimo; 3.5.14. užtikrinti iš Pirkėjo Sutarties vykdymo metu gautos ir su Sutarties vykdymu susijusios informacijos konfidencialumą ir apsaugą; 3.5.15. Tiekėjo darbuotojai, kurie dėl jiems priskirtų funkcijų ar pavesto darbo būtų suteikta teisė be palydos patekti prie Pirkėjo valdomų nacionaliniam saugumui užtikrinti svarbių įrenginių ir turto ar priimti sprendimus dėl šių įrenginių ir turto funkcionavimo, turi atitikti Lietuvos Respublikos nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo 17 str. 2 d. nustatytus kriterijus. 3.5.16. Pirkimo sutarties vykdymo metu užtikrinti tiekiamų Licencijų ar su Licencijomis susijusių paslaugų atitiktį VPĮ 45 straipsnio 2^1 dalyje nustatytiems reikalavimams.	operator whose capacity the Supplier relies on meets the requirements established in the Procurement documents throughout the validity period of the Contract; 3.5.11. To ensure that the Contract is performed only by the persons authorised to engage in the activity in question, including the sub-supplier(s) involved (if any) and the economic operator(s) whose capacity the Supplier relies on regardless of whether the Supplier's qualification for the right to engage in the activity in question has been verified, or has been not fully verified; 3.5.12. To protect Buyer at its own expense from any third party claims made or brought against Buyer alleging use of the subscription License infringes any registered intellectual property of a third party; 3.5.13. Not to use the Buyer's trademark or name in any advertising, publications, etc. without the prior written consent of the Buyer; 3.5.14. To ensure the confidentiality and protection of the information received from the Buyer during the performance of the Contract, which is related to the performance of the Contract; 3.5.15. Employees of the Supplier who, due to the functions or the work assigned to them, would be granted unaccompanied access to the facilities and property important for the national security that are managed by the Buyer, or would be entitled to make decisions regarding the operation of these facilities and property, must comply with the criteria established in Article 17 (2) of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania; 3.5.16. To ensure compliance of the Licences or services related to the Licences supplied during the performance of the Procurement Contract with the requirements of Article 45 (21) of the Law on Public Procurement.
3.6. Tiekėjas įsipareigoja tinkamai vykdyti kitus įsipareigojimus, numatytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose.	3.6. The Supplier undertakes to perform properly other obligations provided for in the Contract and legal acts in force in the Republic of Lithuania.
3.7. Tiekėjas turi teisę: 3.7.1. reikalauti, kad Pirkėjas priimtų kokybiškas ir Techninės specifikacijos nustatytus reikalavimus atitinkančias Licencijas bei sumokėtų už jas Sutartyje	**3.7. The Supplier shall have the right to:** 3.7.1. Insist that the Buyer accepted the Licences, which are of high quality and comply with the requirements set forth in the Technical Specification, and paid for them the price

nustatytą kainą Sutartyje nustatytomis sąlygomis ir tvarka; 3.7.2. reikalauti, kad Pirkėjas tinkamai ir laiku vykdytų kitus įsipareigojimus, nurodytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose; 3.7.3. prašyti, kad Pirkėjas pateiktų Pirkėjo turimus dokumentus ir (ar) kitą informaciją, kurie yra būtini Tiekėjo tinkamam Sutartimi prisiimtų įsipareigojimu įvykdymui.	specified in the Contract under the terms and conditions as well as in accordance with the procedure established in the Contract; 3.7.2. Demand that the Buyer properly and timely performed other obligations specified in the Contract and legal acts that are in force in the Republic of Lithuania; 3.7.3. Request that the Buyer submitted the documents and/or other information in the possession of the Buyer, which are necessary for the proper fulfilment of the obligations assumed by the Supplier under the Contract.
3.8. Tiekėjas turi kitas teises, numatytas Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose.	3.8. The Supplier shall have other rights provided for in the Contract and legal acts that are in force in the Republic of Lithuania.
4. SUTARTIES KAINA IR MOKĖJIMO TVARKA 4.1. Sutarčiai taikoma fiksuotos kainos kainodara (vadovaujantis Kainodaros taisyklių nustatymo metodika, patvirtinta Viešųjų pirkimų tarnybos direktoriaus 2017 m. birželio 28 d. įsakymu Nr. 1S-95 „Dėl kainodaros taisyklių nustatymo metodikos patvirtinimo").	**4. CONTRACT PRICE AND PAYMENT PROCEDURE** 4.1. A fixed price scheme shall apply to the Contract (pursuant to the Methodology for Setting Pricing Rules approved by Order No 1S-95 of the Director of the Public Procurement Office as of 28 June 2017 On Approval of the Methodology for Setting Pricing Rules).
4.2. Pradinės Sutarties vertė: - **be pridėtinės vertės mokesčio** – 173 387,50 Eur. Šioje Sutartyje Pradinės Sutarties vertė yra lygi Pasiūlymo kainai be PVM, nurodytai už visą Sutartyje nurodytą perkamų Licencijų kiekį ir (ar) apimtį.	4.2. The Initial Contract Value shall be: - **excluding Value Added Tax** – 173 387,50 Eur. In this Contract, the Initial Contract Value shall amount to the Tender Bid price, excluding VAT, quoted for the full quantity and/or scope of the procured Licences specified in the Contract.
4.3. Į Licencijų kainą yra įskaičiuoti visi mokesčiai ir visos Tiekėjo išlaidos, apimančios viską, ko reikia visiškam ir tinkamam Sutarties įvykdymui (įskaitant sąskaitų faktūrų pateikimo Sutarties 4.7 punkte numatytomis priemonėmis išlaidas).	4.3. The price of the Licences shall include all taxes, charges and all costs of the Supplier, covering everything necessary for the full and proper performance of the Contract (including the costs of invoicing by the means provided for in Point 4.7 of the Contract).
4.4. Jeigu Sutarties vykdymo metu pasikeičia PVM mokėjimą reglamentuojantys teisės aktai, darantys tiesioginę įtaką Tiekėjo tiekiamų Licencijų Sutartyje nurodytai kainai/įkainiams, Sutartyje nurodyta Licencijų kaina/įkainiai perskaičiuojami ją/juos didinant arba mažinant. Perskaičiavimas įforminamas Sutarties pakeitimu, kuris tampa neatskiriama Sutarties dalimi. Perskaičiuota kaina/įkainiai taikomi už tą Licencijų dalį, už kurią sąskaita faktūra išrašoma galiojant naujam PVM. Jeigu Licencijų kainos/įkainių perskaičiavimą dėl pasikeitusio (padidėjusio ar sumažėjusio) PVM inicijuoja Tiekėjas, jis turi raštu kreiptis į	4.4. If the legal acts regulating the payment of VAT change during the performance of the Contract, which directly affect the price/rates of the Licences delivered by the Supplier, the price/rates of the Licences specified in the Contract shall be recalculated by increasing or decreasing it/them. The recalculation shall be formalised by an amendment to the Contract, which becomes an integral part of the Contract. The recalculated price/rates shall apply for the part of the Licences, for which the invoice is issued with the new VAT. If the recalculation of the price/rates of the Licences due to the changed (increased or decreased) VAT is initiated by the Supplier, it

Pirkėją ir pateikti konkrečius skaičiavimus dėl pasikeitusio PVM įtakos Licencijų kainai/įkainiams. Pirkėjas taip pat turi teisę inicijuoti kainos/įkainių perskaičiavimą dėl pasikeitusio PVM.	must contact the Buyer in writing and provide specific calculations regarding the impact of the changed VAT on the price/rates of the Licences. The Buyer shall also have the right to initiate a price/rate recalculation due to the changed VAT.
4.5. Licencijų kaina / įkainiai Sutarties galiojimo laikotarpiu galės būti perskaičiuojami ir keičiami, jeigu Valstybės duomenų agentūros (anksčiau-Lietuvos statistikos departamentas)(www.stat.gov.lt) kas mėnesį skelbiamo bendro vartotojų kainų indekso pokytis yra didesnis kaip 5 proc., Sutartyje nurodytus įkainius perskaičiuojant vieną kartą ne anksčiau nei praėjus 6 mėnesiams po pasiūlymų pateikimo termino dienos. Įkainio/kainos perskaičiavimą inicijuojanti Šalis turi informuoti kitą Šalį raštu apie pageidavimą perskaičiuoti įkainį. Atlikdamos perskaičiavimą, šalys vadovaujasi Valstybės duomenų agentūros viešai paskelbtais rodiklių duomenų bazės duomenimis, iš kitos šalies nereikalaudamos pateikti oficialaus Valstybės duomenų agentūros ar kitos institucijos išduoto dokumento ar patvirtinimo. Šalis, inicijuodama kainos / įkainių perskaičiavimą, privalo raštu pateikti pasiūlymą dėl kainos / įkainių peržiūros, kartu su atliktais skaičiavimais ir įrodančiais dokumentais dėl tiesioginės įtakos Sutarties vykdymui ir Licencijų kainos didėjimui ar mažėjimui. Licencijų kaina / įkainiai bus perskaičiuojama ne didesniu procentu nei bendro vartotojų kainų indekso pokytis pagal Valstybės duomenų agentūros duomenis (Duomenų šaltinis - http://www.stat.gov.lt). Perskaičiuotieji įkainiai / kaina taikomi užsakymams, pateiktiems po to, kai Šalys sudaro susitarimą dėl įkainių / kainos perskaičiavimo. Pirmojo perskaičiavimo atveju laikotarpio pradžia (mėnuo) yra Paskutinės pirkimo, kurio pagrindu sudaryta ši Pirkimo sutartis, pasiūlymų pateikimo termino dienos mėnuo. Antrojo ir vėlesnių perskaičiavimų atveju laikotarpio pradžia (mėnuo) yra paskutinio perskaičiavimo metu naudotos paskelbto atitinkamo indekso reikšmės mėnuo. Vėlesnis kainų/įkainių perskaičiavimas negali apimti laikotarpio, už kurį jau buvo atliktas perskaičiavimas.	4.5. The price/rates of the Licences during the Contract period may be recalculated and changed if the change in the general consumer price index published monthly by the State Data Agency (formerly the Department of Statistics of the Republic of Lithuania) (www.stat.gov.lt) exceeds 5%, the rates specified in the Contract may be recalculated once but not earlier than 6 months after the Contract enters into force. The Party initiating the recalculation of the rate must inform the other Party in writing about the wish to recalculate the rate. For the purpose of the recalculation, the Parties shall refer to the data in the database of indicators published by the State Data Agency, without requiring the other Party to submit an official document or certification issued by the State Data Agency or any other authority. The Party initiating the revision of the price/fees must submit in writing a proposal for the revision of the price/fees, together with the calculations made and documentary evidence as to the direct impact on the performance of the Contract and the increase or decrease of the price of the Licences. Licences price/rates will be recalculated by a maximum percentage change compared to the change in the general consumer price index according to the data of the State Data Agency (Data source: http://www.stat.gov.lt).). The recalculated rates/price shall apply to the orders placed after the Parties enter into an agreement on the recalculation of rates/price. In case of the first recalculation, the beginning of the period (month) shall be the month of the last day of the deadline for submission of tender bids, which serve as a ground for conclusion of the Procurement Contract. In case of the second and subsequent recalculations, the beginning of the period (month) shall be the month of the published relevant index value used in the last recalculation. A subsequent price/rate recalculation cannot include the period, for which a recalculation has already been done.

4.6. Jei Sutarties kaina buvo peržiūrėta pagal Sutartyje nurodytas kainų peržiūros sąlygas, atitinkamai patikslinama (didėja arba mažėja) Pradinės sutarties vertė.	4.6. If the price of the Contract has been revised in accordance with the price revision conditions specified in the Contract, the Initial Contract Value shall be adjusted (increased or decreased) accordingly.
4.7. Vykdant Sutartį, sąskaitos faktūros teikiamos tik elektroniniu būdu, per Sutarties 4.8 punkte nurodytą terminą. Elektroninės sąskaitos faktūros, atitinkančios Europos elektroninių sąskaitų faktūrų standartą, kurio nuoroda paskelbta 2017 m. spalio 16 d. Komisijos įgyvendinimo sprendime (ES) 2017/1870 dėl nuorodos į Europos elektroninių sąskaitų faktūrų standartą ir sintaksių sąrašo paskelbimo pagal Europos Parlamento ir Tarybos direktyvą 2014/55/ES (OL 2017 L 266, p. 19) (toliau – **Europos elektroninių sąskaitų faktūrų standartas**), teikiamos Tiekėjo pasirinktomis priemonėmis. Europos elektroninių sąskaitų faktūrų standarto neatitinkančios elektroninės sąskaitos faktūros gali būti teikiamos tik naudojantis informacinės sistemos „E. sąskaita" priemonėmis. Išankstinio mokėjimo sąskaitas (jeigu Sutarties 4 skyriuje „Sutarties kaina ir mokėjimo tvarka" yra numatytas avanso mokėjimas) Tiekėjas privalo pateikti šiame Sutarties punkte nustatyta tvarka.	4.7. During the performance of the Contract, invoices shall be submitted only electronically within the term specified in Point 4.8 of the Contract. Electronic invoices complying with the European standard for electronic invoicing, the reference of which was published in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter referred to as **the European Electronic Invoicing Standard**) shall be submitted using the means chosen by the Supplier. Electronic invoices that do not comply with the European Electronic Invoicing Standard can only be submitted using the Information System e-Invoice. Invoices for advance payment (if Chapter 4 "Contract Price and Payment Procedure" in the Contract provides for advance payment) must be submitted by the Supplier in accordance with the procedure set forth in this Point of the Contract.
4.8. Pristačius Licencijas, Tiekėjas įsipareigoja Sutarties 4.7. punkte numatytomis priemonėmis ne vėliau kaip per 5 (penkias) kalendorines dienas pateikti sąskaitą faktūrą. Pirkėjas sumoka Tiekėjui už tinkamai ir kokybiškai patiektas Licencijas mokėjimo pavedimu, lėšas pervesdamas į Tiekėjo Sutartyje nurodytą banko sąskaitą, ne vėliau kaip per **30 (trisdešimt)** kalendorinių dienų nuo sąskaitos faktūros priėmimo dienos. Su Tiekėju atsiskaitoma 1 kartą per kalendorinius metus, ne daugiau kaip 3 kartus per Sutarties galiojimo laikotarpį.	4.8. Upon the delivery of Licences, the Supplier undertakes to submit an invoice by the means provided for in Point 4.7 of the Contract no later than within 5 (five) calendar days. The Buyer shall pay the Supplier for the Licences dully and qualitatively delivered by the payment order, transferring the funds to the Supplier's bank account specified in the Contract not later than within **30 (thirty)** calendar days from the date of acceptance of the invoice. The Supplier shall be paid once per calendar year, and not more than 3 times during the Contract validity period.
4.9. Sumokėjimo diena – tai diena, kai lėšos išskaitomos iš Pirkėjo sąskaitos. Jeigu mokėjimo termino diena sutampa su poilsio diena, tai mokėjimų pagal Sutartį mokėjimo diena laikoma po jos einanti darbo diena.	4.9. The day of payment shall be the day when the funds are deducted from the Buyer's account. If the day of payment term coincides with the day of rest, the day of payment under the Contract shall be considered the following business day.
4.10. Už pagal Sutartį tiekiamas Licencijas avansas Tiekėjui nebus mokamas.	4.10. The advance payment shall not be made to the Supplier for the delivery of Licences under the Contract.

5. SUTARTIES ĮVYKDYMO UŽTIKRINIMAS	**5. PERFORMANCE GUARANTEE OF THE CONTRACT**
5.1. Pirkėjas nereikalauja, kad Sutarties įvykdymas būtų užtikrinamas Lietuvos Respublikoje ar užsienio valstybėje registruoto banko ar kitos kredito įstaigos išduota Sutarties sąlygų įvykdymo užtikrinimo garantija, draudimo bendrovės išduotu laidavimo draudimo raštu, arba Tiekėjo išduota garantija deponuojant lėšas Pirkėjo banko sąskaitoje.	5.1. The Buyer shall not require the performance of the Contract to be secured by a performance guarantee issued by a bank or other credit institution registered in the Republic of Lithuania or a foreign country, a letter of payment guarantee issued by the insurance company, or a guarantee issued by the Supplier by depositing funds in the Buyer's bank account.
6. LICENCIJŲ PERDAVIMO IR PRIĖMIMO TVARKA	**6. PROCEDURE FOR TRANSFER AND ACCEPTANCE OF THE LICENCES**
6.1. Licencijų aktyvavimo vieta – VĮ Registrų centras, Lvivo g. 21-101, Vilnius, Lietuva arba aktyvuojama per nuotolį.	6.1. Place of delivery of subscriptions and Support - State Enterprise Centre of Registers, Lvivo str. 21-101, Vilnius, Lithuania or remotly activated.
6.2. Licencijų atsitiktinio žuvimo ar sugedimo rizika pereina Pirkėjui tuo metu, kai Tiekėjas jas perduoda Pirkėjui. Jeigu Tiekėjas pristatė Prekes laikantis Sutarties nuostatų ir apie tai raštu informavo Pirkėją, tačiau Pirkėjas dėl savo kaltės jų nepriėmė, Licencijų atsitiktinio žuvimo ar sugedimo rizika pereina Pirkėjui nuo raštu gautos informacijos apie Licencijų pristatymą momento.	6.2. The risk of accidental loss or damage to the Licences shall pass to the Buyer at the time the Supplier transfers them to the Buyer. If the Supplier delivered the Licences in accordance with the provisions of the Contract and informed the Buyer in writing thereof but the Buyer did not accept them due to its fault, the risk of accidental loss or damage to the Licences shall pass to the Buyer from the moment of receipt of the written information about delivery of the Licences.
6.3. Su Licencijomis turi būti pateikti visi tinkamam jų naudojimui būtini dokumentai: Licencijų naudojimo ir priežiūros instrukcijos ir pan. Jeigu Techninėje specifikacijoje nėra nurodoma kitaip, Licencijų tinkamam naudojimui būtini dokumentai turi būti pateikiami lietuvių arba anglų kalba.	6.3. The Licences must be accompanied by all documents necessary for their proper use: Instructions for use and maintenance of the Licences, etc. Unless otherwise specified in the Technical Specification, the documents needed for the proper use of the Licences must be in Lithuanian or English.
6.4. Tiekėjas pasirūpina, kad Licencijų būtų aktyvuotos, iš anksto suderinus su Pirkėju. Pirkėjas įsipareigoja priimti tinkamai ir laiku aktyvuotas Licencijas, atitinkančias Sutartyje, Techninėje specifikacijoje ir Lietuvos Respublikoje galiojančiuose teisės aktuose nustatytus reikalavimus.	6.4. The Supplier shall arrange for the Licences to be activated by prior agreement with the Buyer. The Buyer undertakes to accept the properly and timely activated Licences that meet the requirements set forth in the Contract, Technical Specification and legal acts in force in the Republic of Lithuania.
6.5. Tiekėjas garantuoja, kad perduotos Licencijos atitinka Sutartyje, Techninėje specifikacijoje ir Lietuvos Respublikoje galiojančiuose teisės aktuose nustatytus reikalavimus. Jeigu Licencijų perdavimo ir priėmimo metu nustatoma, kad Licencijos neatitinka Sutartyje, Techninėje specifikacijoje ir (ar) Lietuvos Respublikoje galiojančiuose teisės aktuose nustatytų reikalavimų, Pirkėjas	6.5. The Supplier shall guarantee that the Licences transferred comply with the requirements established in the Contract, the Technical Specification and the legal acts in force in the Republic of Lithuania. If during the transfer and acceptance of the Licences it is found out that the Licences do not comply with the requirements set forth in the Contract, Technical Specification and/or legal acts in force in the

turi teisę neapmokėti sąskaitos-faktūros, raštu Tiekėjui nurodydamas pristatytų Licencijų trūkumus. Tiekėjas, gavęs šiame Sutarties punkte nurodytą Pirkėjo pranešimą, privalo pristatyti Pirkėjui Sutarties, Techninės specifikacijos ir (ar) Lietuvos Respublikoje galiojančių teisės aktų nustatytus reikalavimus atitinkančias Licencijas arba visus Pirkėjo nurodytus Licencijų trūkumus pašalinti taip, kad Pirkėjui perduodamos Licencijos visiškai atitiktų Sutarties, Techninės specifikacijos ir (ar) Lietuvos Respublikoje galiojančių teisės aktų nustatytus reikalavimus.	Republic of Lithuania, the Buyer shall have the right not pay the invoice and notify the Supplier in writing about the defects in the delivered Licences. Upon receipt of the Buyer's notification specified in this Point of the Contract, the Supplier must deliver the Licences that meet the requirements of the Contract, Technical Specification and/or legal acts in force in the Republic of Lithuania to the Buyer, or eliminate all defects of the Licences indicated by the Buyer so that the Licences fully complied with the requirements of the Contract, Technical Specification and/or the legal acts in force in the Republic of Lithuania.
6.6. Jeigu Tiekėjas per Pirkėjo nurodytą protingą terminą Pirkėjo nurodytų Licencijų trūkumų nepašalina ir nepristato Sutarties, Techninės specifikacijos ir (ar) Lietuvos Respublikoje galiojančių teisės aktų nustatytų reikalavimų atitinkančių Licencijų, Pirkėjas įgyja teisę imtis visų reikiamų savo teisių gynybos priemonių, įskaitant bet neapsiribojant, Sutartyje numatytų netesybų taikymą, Sutarties nutraukimą ir (arba) Sutarties įvykdymo užtikrinimo priemonių taikymą bei nuostolių išieškojimą.	6.6. If the Supplier does not eliminate the defects of the Licences indicated by the Buyer within a reasonable term set by the Buyer and does not deliver the Licences that meet the requirements of the Contract, Technical Specification and/or legal acts in force in the Republic of Lithuania, the Buyer shall acquire the right to make use of all means available to it to assert its rights, including but not limited to the use of penalties provided for in the Contract, termination of the Contract and/or the use of means of securing the discharge of Contractual obligations and recovery of losses.
7. GARANTINIAI ĮSIPAREIGOJIMAI 7.1. Tiekėjas garantuoja, kad Licencijos yra naujos, nenaudotos, kokybiškos, neturi paslėptų trūkumų ir defektų, tinkamos naudoti pagal jų paskirtį, atitinka Sutartyje ir Techninėje specifikacijoje nustatytus reikalavimus, taip pat perkamų Licencijų pavyzdžius (jei reikalauta), modelius ar aprašymus bei Licencijų kokybę nustatančių dokumentų reikalavimus.	**7. GUARANTEE OBLIGATIONS** 7.1. The Supplier shall guarantee that the Licences are new, unused, of good quality, free of hidden imperfections and defects, suitable for their intended use, comply with the requirements set forth in the Contract and Technical Specification, as well as correspond to the samples (if required), models or descriptions of the procured Licences and meet the requirements of the documents specifying the quality of Licences.
8. ŠALIŲ ATSAKOMYBĖ 8.1. Šalys atsako už tai, kad Sutarties sąlygos būtų tinkamai vykdomos. Šalių atsakomybė yra nustatoma pagal galiojančius Lietuvos Respublikos teisės aktus ir Sutartį.	**8. RESPONSIBILITY OF THE PARTIES** 8.1. The Parties shall be responsible for proper performance of the obligations set forth in the Contract. The responsibility of the Parties shall be established pursuant to legal acts of the Republic of Lithuania, which are in force, and the Contract.
8.2. Pirkėjui laiku nesumokėjus Tiekėjui dėl Pirkėjo kaltės, Tiekėjas turi teisę reikalauti 0,05 (penkių šimtųjų) proc. dydžio delspinigių už kiekvieną uždelstą kalendorinę dieną nuo vėluojamos sumokėti sumos.	8.2. If the Buyer fails to pay the Supplier in due time, and such delay is caused by the Buyer, the Supplier shall have the right to claim a default interest of 0.05% (five hundredths) on the outstanding amount for each calendar day of delay.

8.3. Delspinigių sumokėjimas neatleidžia Sutarties šalių nuo pareigos vykdyti Sutartyje prisiimtus įsipareigojimus.	8.3. Payment of default interest shall not exempt the Parties from the duty to perform the obligations assumed in the Contract.
8.4. Nutraukus Sutartį dėl Tiekėjo padaryto esminio Sutarties pažeidimo, Tiekėjas privalo sumokėti 3 proc. pradinės Sutarties vertės dydžio baudą, kuri laikytina minimaliais Pirkėjo nuostoliais. Baudos sumokėjimas nesiejamas su visišku Pirkėjo patirtų nuostolių atlyginimu ir neatleidžia Tiekėjo nuo pareigos juos visiškai atlyginti. Pirkėjas turi teisę išskaičiuoti baudą iš Tiekėjui mokėtinų sumų, o jei mokėtinų sumų nėra, Tiekėjas privalo sumokėti baudą per 30 darbo dienas nuo Pirkėjo rašytinio pareikalavimo gavimo dienos.	8.4. If the Contract is terminated due to its material breach, which was caused by the Supplier, the Supplier shall pay a penalty amounting to 3% of the Initial Contract Value, which is considered the minimum loss of the Buyer. Payment of the penalty shall not be related to full compensation for the loss incurred by the Buyer and shall not exempt the Supplier from the duty to compensate the loss in full. The Buyer shall have the right to deduct the penalty amount from the amounts payable to the Supplier, and if there are no amounts payable, the Supplier must pay the penalty amount within 30 business days from the date of receipt of the Buyer's written claim.
8.5. Nutraukus Sutartį dėl Tiekėjo padaryto esminio Sutarties pažeidimo, Tiekėjas grąžina Tiekėjui visas iš anksto sumokėtas, bet nepanaudotas sumas. Nutraukus Sutartį dėl Pirkėjo padaryto esminio Sutarties pažeidimo, visos būsimos mokėtinos sumos turi būti sumokėtos per 5 darbo dienas.	8.5. If the Contract is terminated due to its material breach, which was caused by the Supplier, the Supplier shall refund all pre-paid but unused fees to Supplier. If the Contract is terminated due to Buyer's material breach, all future amounts due will be come due and payable within 5 business days.
8.6. Jei Tiekėjas ar su juo susiję asmenys (pvz., subtiekėjas, ūkio subjektas, tretieji asmenys, darbuotojai ir kt.), nevykdo arba netinkamai vykdo šioje Sutartyje numatytus įsipareigojimus, ir dėl to bet kuris trečiasis asmuo (kompetentingos įgaliotos valstybinės institucijos ar organizacijos ir pan.) pritaiko baudas ar kitas sankcijas Pirkėjui, ir (ar) Pirkėjas patiria kitų nuostolių dėl netinkamo sutarties vykdymo arba nevykdymo, Tiekėjas įsipareigoja atlyginti Pirkėjui visus jo dėl to patirtus tiesioginius nuostolius (žalą) bei papildomas išlaidas. Kompensuojamos sumos apribojimas netaikomas, jei žala atsirado dėl tyčios ar didelio neatsargumo, konfidencialumo įsipareigojimų ar intelektinės nuosavybės teisių pažeidimų.	8.6. If the Supplier or related people (e.g. subcontractor, economic operator, third parties, employees, etc.) fails to perform or improperly performs the obligations provided in this Contract, and as a result any third party (competent authorised state institutions or organizations, etc.) imposes fines or other sanctions on the Buyer, and/or the Buyer suffers a loss, the Supplier undertakes to reimburse the Buyer for all direct losses or damages and additional costs incurred by it as a result. The limitation to the compensated amount does not apply if the damage was caused by intentional or gross negligence, breach of confidentiality obligations or infringements of intellectual property rights.
8.7. Tiekėjo atsakomybė už bet kokias iš Sutarties kylančias ar su ja susijusias pretenzijas jokiu būdu neviršija visos sumos, kurią Pirkėjas sumokėjo Tiekėjui per dvylika (12) mėnesių iki pretenzijos pateikimo dienos.	8.7. In no event shall Supplier's liability for any claim arising out of or relating to the Contract exceed the total amount paid by Buyer to Supplier to during the twelve (12) months prior to the date of the claim.
9. NENUGALIMOS JĖGOS (FORCE MAJEURE) APLINKYBĖS 9.1. Šalis atleidžiama nuo atsakomybės už Sutarties neįvykdymą, jeigu ji įrodo, kad Sutartis neįvykdyta dėl aplinkybių, kurių ji	**9. FORCE MAJEURE** 9.1. A Party shall be exempted from liability for non-performance of the Contract if it proves that the Contract was not performed due to circumstances beyond its control and such

negalėjo kontroliuoti bei protingai numatyti Sutarties sudarymo metu, ir kad negalėjo užkirsti kelio šių aplinkybių ar jų pasekmių atsiradimui (force majeure).	circumstances could not be reasonably foreseen at the time of concluding the Contract, and that it could not prevent these circumstances or their consequences (force majeure).
9.2. Nenugalimos jėgos aplinkybėmis laikomos aplinkybės, nurodytos Lietuvos Respublikos civilinio kodekso (toliau – **Civilinis kodeksas**) 6.212 straipsnyje ir Atleidimo nuo atsakomybės esant nenugalimos jėgos (force majeure) aplinkybėms taisyklėse, patvirtintose Lietuvos Respublikos Vyriausybės 1996 m. liepos 15 d. nutarimu Nr. 840 „Dėl atleidimo nuo atsakomybės esant nenugalimos jėgos (force majeure) aplinkybėms taisyklių patvirtinimo".	9.2. Force majeure shall be considered to be the circumstances defined in Article 6.212 of the Civil Code of the Republic of Lithuania (hereinafter referred to as **the Civil Code**) and the Rules Governing the Release from Liability in the Event of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania as of 15 July 1996 On Approval of the Rules Governing the Release from Liability in the Event of Force Majeure.
9.3. Šalis negalinti vykdyti pagal Sutartį savo įsipareigojimų dėl nenugalimos jėgos aplinkybių veikimo privalo raštu apie tai pranešti kitai šaliai per 10 (dešimt) dienų nuo tokių aplinkybių atsiradimo pradžios.	9.3. A Party unable to perform its contractual obligations due to force majeure shall notify the other Party in writing within 10 (ten) days of the occurrence of such circumstances.
9.4. Nenugalimos jėgos aplinkybėms pasibaigus, toliau vykdomi Sutartyje numatyti šalių įsipareigojimai, jei šalys nesusitarta kitaip.	9.4. When force majeure ends, the Parties shall continue to fulfil their contractual obligations unless they have agreed otherwise.
9.5. Jeigu nenugalimos jėgos aplinkybės ir jų padariniai tęsiasi ilgiau negu 3 (tris) mėnesius, kiekviena šalis turi teisę atsisakyti vykdyti savo įsipareigojimus ir nutraukti Sutartį.	9.5. If force majeure and its consequences continue for more than 3 (three) months, each Party shall have the right to refuse to perform its obligations and terminate the Contract.
10. SUTARTIES VYKDYMO SUSTABDYMAS 10.1. Esant svarbioms aplinkybėms, nepriklausančiomis nei nuo Tiekėjo, nei nuo Pirkėjo valios, dėl kurių Tiekėjas negali vykdyti savo sutartinių įsipareigojimų ir (arba) esant kitoms nenumatytoms aplinkybėms (pavyzdžiui, pasikeitus galiojančiam teisės aktui ar įsigaliojus naujam teisės aktui, kuris turi įtakos šios Sutarties vykdymui; Pirkėjui būtinas papildomas laikas atlikti papildomą pirkimą; kitos aplinkybės, kurios nebuvo žinomos Pirkimo vykdymo metu ir su kuriomis susidurtų bet kuris kitas Pirkėjas), Pirkėjas turi teisę sustabdyti sutartinių įsipareigojimų (ar jų dalies), vykdymą.	**10. SUSPENSION OF THE CONTRACT** 10.1. In the event of significant circumstances beyond the control of the Supplier or the Buyer, due to which the Supplier is unable to perform its contractual obligations and/or of other unforeseen circumstances (e.g., change of existing legislation or entry into force of new legislation affecting performance of this Contract; the Buyer needs additional time to perform an additional procurement; other circumstances that were not known during the execution of the Procurement procedure and would have been encountered by any other Buyer), the Buyer shall have the right to suspend the performance of contractual obligations (or part thereof).
10.2. Atsiradus aplinkybėms, dėl kurių Tiekėjas negali vykdyti sutartinių įsipareigojimų, Tiekėjas apie tai nedelsdamas privalo informuoti Pirkėją, pateikdamas informaciją ir dokumentus, įrodančius	10.2. In the event of circumstances due to which the Supplier is unable to perform the contractual obligations, the Supplier must immediately inform the Buyer thereof, and provide information and documents proving the impossibility of

sutartinių įsipareigojimų vykdymo negalimumą dėl aplinkybių, nepriklausančių nuo Tiekėjo. Išnykus aplinkybėms, trukdžiusioms Tiekėjui vykdyti sutartinius įsipareigojimus, sustabdytų įsipareigojimų vykdymas atnaujinamas.	performance of the contractual obligations due to the circumstances beyond the Supplier's control. As soon as the circumstances that prevented the Supplier from fulfilling its contractual obligations have disappeared, the performance of the suspended obligations shall be resumed.
10.3. Jei sutartinių įsipareigojimų vykdymas dėl priežasčių, nepriklausančių nuo Tiekėjo buvo sustabdytas laikotarpiui, ne trumpesniam nei 60 (šešiasdešimt) dienų, praėjus 60 dienų Tiekėjas gali rašytiniu pranešimu Pirkėjo pareikalauti atnaujinti sutartinių įsipareigojimų vykdymą per 14 (keturiolika) dienų, o tokio leidimo negavęs Sutartį nutraukti apie tai raštu pranešdamas Pirkėjui.	10.3. If the performance of contractual obligations has been suspended for the reasons beyond the Supplier's control for the period longer than 60 (sixty) days, after 60 days the Supplier may request the Buyer by a written notice to resume the performance of contractual obligations within 14 (fourteen) days, and in the event of not receiving such permission, it may terminate the Contract by notifying the Buyer thereof in writing.
10.4. Tais atvejais, kai Sutarties vykdymo sustabdymas truko ilgiau nei Sutarties sustabdymo metu buvo likęs terminas iki Tiekėjo sutartinių įsipareigojimų įvykdymo pabaigos, po sustabdymo pratęsiant vykdymo terminą, pratęsimas turi būti tam terminui, kuris sustabdymo metu buvo likęs iki Tiekėjo sutartinių įsipareigojimų įvykdymo pabaigos.	10.4. In cases where the suspension of the Contract lasted longer than the term remaining until the end of the Supplier's contractual obligations, the performance of the Contract shall be extended to the period equal to the term remaining until the end of the Supplier's contractual obligations at the time of the suspension of the Contract.
10.5. Tais atvejais, kai Sutarties vykdymo sustabdymas truko trumpiau nei Sutarties sustabdymo metu buvo likęs terminas iki Tiekėjo sutartinių įsipareigojimų įvykdymo pabaigos, Tiekėjo sutartinių įsipareigojimų vykdymo terminas pratęsiamas tokiam laikotarpiui, kuriam jis buvo sustabdytas.	10.5. In cases where the suspension of the Contract lasted for a shorter period than the term remaining until the end of the Supplier's contractual obligations, the performance of the Supplier's contractual obligations shall be extended for the period equal to the term of suspension of the Contract.
10.6. Pirkėjas taip pat turi teisę sustabdyti sutartinių įsipareigojimų (ar jų dalies) vykdymą, jeigu jam pagrįstai kyla įtarimų dėl tiekiamų Licencijų kokybės ir reikia laiko patikrinti bei įsitikinti tiekiamų Licencijų kokybe. Tokiu atveju sutartinių įsipareigojimų (ar jų dalies) vykdymo stabdymas galimas iki 5 darbo dienų. Sustabdytų sutartinių įsipareigojimų (ar jų dalies) vykdymas atnaujinamas šios Sutarties 10.4 ir 10.5 papunkčiuose nustatyta tvarka. Pirkėjo galimybė pasinaudoti šia teise negali priklausyti nuo Tiekėjo valios ar būti jo įtakojama.	10.6. The Buyer also shall have the right to suspend the performance of contractual obligations (or part thereof) if it has reasonable suspicions about the quality of the delivered Licences and it needs time to check and ascertain the quality of the delivered Licences. In this case, the suspension of contractual obligations (or part thereof) is possible for up to 5 business days. The performance of the suspended contractual obligations (or their part) shall be resumed in accordance with the procedure established in Points 10.4 and 10.5 of the Contract. The Buyer's ability to exercise this right may not depend on or be influenced by the Supplier's will.
10.7. Sutartinių įsipareigojimų vykdymo sustabdymas visais Sutartyje numatytais atvejais turi būti raštiškas, nurodant motyvuotas priežastis ir sustabdymo terminą,	10.7. The suspension of performance of the contractual obligations in all cases provided for in the Contract must be in writing, stating the grounded reasons and the term of suspension,

bei pridedant dokumentus, patvirtinančius sustabdymo pagrindą (jeigu tokie yra).	and accompanied by the documents confirming the grounds for suspension (if any).
11. SUTARTIES GALIOJIMAS, NUTRAUKIMAS IR KEITIMAS 11.1. Sutartis įsigalioja ją pasirašius abiem šalims ir Tiekėjui pateikus reikalaujamą Sutarties įvykdymo užtikrinimą (jeigu Sutarties 5 skyriuje „Sutarties įvykdymo užtikrinimas" nustatyta, kad reikalaujama, jog Sutarties įvykdymas būtų užtikrinamas Lietuvos Respublikoje ar užsienyje registruoto banko ar kitos kredito įstaigos garantija ar draudimo bendrovės laidavimu arba Tiekėjo išduota garantija deponuojant lėšas Pirkėjo banko sąskaitoje) bei galioja iki visiško Sutarties šalių sutartinių įsipareigojimų įvykdymo arba Sutarties nutraukimo Sutartyje ar įstatymuose nustatytais atvejais.	**11. VALIDITY, TERMINATION AND AMENDMENT OF THE CONTRACT** 11.1. The Contract shall enter into force from the date of signing it by both Parties and provision of the required performance guarantee of the Contract by the Supplier (if Chapter 5 of the Contract "Performance Guarantee of the Contract" stipulates that performance of the Contract is to be secured by a performance guarantee issued by a bank or other credit institution registered in the Republic of Lithuania or a foreign country, or a guarantee issued by the Supplier by depositing funds in the Buyer's bank account) and shall be valid until the complete fulfilment of contractual obligations of the Parties to the Contract, or termination of the Contract in cases specified therein or in the laws.
11.2. Jei kuri nors Sutarties nuostata tampa ar pripažįstama visiškai ar iš dalies negaliojančia, tai neturi įtakos kitų Sutarties nuostatų galiojimui.	11.2. If any provision of the Contract becomes or is declared invalid in whole or in part, this shall not affect the validity of other provisions of the Contract.
11.3. Sutartis gali būti nutraukta: 11.3.1. rašytiniu abipusiu šalių susitarimu; 11.3.2. Sutartyje nustatytais atvejais ir tvarka; 11.3.3. kitais Civilinio kodekso nustatytais atvejais.	11.3. The Contract may be terminated: 11.3.1. By written agreement of both Parties; 11.3.2. In cases and subject to the procedure established in the Contract; 11.3.3. In other cases provided for in the Civil Code.
11.4. Pirkėjas, nesikreipdamas į teismą, gali vienašališkai nutraukti Sutartį, raštu įspėjęs Tiekėją prieš 10 (dešimt) kalendorinių dienų, jeigu: 11.4.1. Tiekėjui iškeliama restruktūrizavimo arba bankroto byla, Tiekėjas likviduojamas, sustabdo savo ūkinę veiklą arba kai įstatymuose ar kituose teisės aktuose nustatyta tvarka susidaro analogiška situacija, ir šios aplinkybės trukdo tinkamai laiku vykdyti Sutartimi prisiimtus įsipareigojimus; 11.4.2. esant esminiam Sutarties pažeidimui, kaip tai numatyta Sutartyje ir (ar) Civiliniame kodekse ir Tiekėjas negali ištaisyti pažeidimo; 11.4.3. Sutartis buvo pakeista pažeidžiant Lietuvos Respublikos viešųjų pirkimų įstatymo (toliau – **Viešųjų pirkimų įstatymas**) 89 straipsnį; 11.4.4. paaiškėjo VPĮ 45 straipsnio 2^1 dalyje nurodytos aplinkybės;	11.4. The Buyer may unilaterally terminate the Contract without recourse to the court by notifying the Supplier in writing before 10 (ten) calendar days if: 11.4.1. Restructuring or bankruptcy proceedings are instituted against the Supplier; the Supplier is liquidated, suspends its economic activity, or when a similar situation arises in accordance with the procedure established by laws or other legal acts, and these circumstances hinder timely performance of obligations under the Contract; 11.4.2. There is a material breach of the Contract, as provided for in the Contract and/or the Civil Code, and Supplier is unable to remedy the breach; 11.4.3. The Contract is amended in infringement of Article 89 of the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the **Law on Public Procurement**);

11.4.5. paaiškėjo, kad Tiekėjas, su kuriuo sudaryta Sutartis, turėjo būti pašalintas iš Pirkimo procedūros pagal Viešųjų pirkimų įstatymo 46 straipsnio 1 dalį; 11.4.6. paaiškėjo, kad su Tiekėju neturėjo būti sudaryta Sutartis dėl to, kad Europos Sąjungos Teisingumo Teismas procese pagal Sutarties dėl Europos Sąjungos veikimo 258 straipsnį pripažino, kad nebuvo įvykdyti įsipareigojimai pagal Europos Sąjungos steigiamąsias sutartis ir Direktyvą 2014/24/ES; 11.4.7. Lietuvos Respublikos Vyriausybė Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo nustatyta tvarka priima sprendimą, patvirtinantį, kad Sutartis (jo pakeitimas) laikomas keliančiu riziką ar neatitinka nacionalinio saugumo interesų; 11.4.8. Tiekėjas nepateikia naujo arba pratęsto Sutarties įvykdymo užtikrinimo Sutarties 5 skyriuje nurodyta tvarka, išskyrus pirminį sutarties užtikrinimą (jei reikalaujama Sutarties įvykdymo užtikrinimo); 11.4.9. Tiekėjas pažeidžia Sutartyje nustatytus įsipareigojimus dėl konfidencialumo; 11.4.10. Tiekėjas nepradeda laiku vykdyti Sutarties; 11.4.11. Sutarties vykdymo sustabdymas trunka ilgiau nei 90 dienų.	11.4.4. The circumstances provided for in Article 45 (2^1) of the Law on Public Procurement came to light; 11.4.5. It appears that the Supplier with whom the Contract was concluded had to be excluded from the Procurement procedure in accordance with Article 46 (1) of the Law on Public Procurement; 11.4.6. It turns out that the Contract should not have been concluded with the Supplier because the Court of Justice of the European Union in proceedings under Article 258 of the Treaty on the Functioning of the European Union recognised that obligations under the Treaties establishing the European Union and Directive 2014/24 / EU had not been fulfilled; 11.4.7. The Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Important for Ensuring National Security, adopts a decision confirming that the Contract (its amendment) is considered to pose a risk or does not comply with national security interest; 11.4.8. The Supplier does not provide a new or extended performance guarantee of the Contract in accordance with the procedure specified in Chapter 5 of the Contract, except for the initial performance guarantee (if the performance guarantee of the Contract is required); 11.4.9. The Supplier violates the confidentiality obligations set forth in the Contract; 11.4.10. The Supplier does not commence the performance of the Contract in time; 11.4.11. The suspension of the Contract lasts for more than 90 days.
11.5. Pirkėjas, be išankstinio įspėjimo gali nutraukti Sutartį vienašališkai dėl esminio sutarties pažeidimo ir reikalauti atlyginti nuostolius, jeigu: 11.5.1. Tiekėjas vėluoja pristatyti Licencijas daugiau kaip 10 darbo dienų ir apie tai buvo informuota pagal 11.4.10. punktą; 11.5.2. Tiekėjas, siekdamas sudaryti Sutartį su Pirkėju, buvo sudaręs susitarimą, neleistinai ribojantį konkurenciją; 11.5.3. Tiekėjas iki Sutarties pasirašymo yra įtraukiamas į nepatikimų tiekėjų sąrašą ir šią informaciją nuslepia nuo Pirkėjo; 11.5.4. Tiekėjas be išankstinio raštiško Pirkėjo sutikimo pakeitė jungtinės veiklos partnerį.	11.5. The Buyer may, without prior notice, terminate the Contract unilaterally due to a material breach of the Contract and claim damages if: 11.5.1. The Supplier delays in delivery of the Licences for more than 10 business days and notice was given in accordance with Section 11.4.10; 11.5.2. In order to conclude the Contract with the Buyer, the Supplier has entered into an agreement that unlawfully restricted the competition; 11.5.3. Before signing of the Contract, the Supplier is included in the list of unreliable

	suppliers and conceals this information from the Buyer;
	11.5.4. The Supplier has changed the joint venture partner without a prior written consent of the Buyer.
11.6. Tiekėjas, nesikreipdamas į teismą, gali vienašališkai nutraukti Sutartį, raštu įspėjęs Pirkėją apie Sutarties nutraukimą ne vėliau kaip prieš 20 (dvidešimt) kalendorinių dienų, jeigu Pirkėjas ne dėl Tiekėjo kaltės arba nenugalimos jėgos aplinkybių vėluoja atlikti mokėjimą daugiau kaip 30 (trisdešimt) kalendorinių dienų ar padaro kitą esminį Sutarties pažeidimą, kaip tai numatyta Civiliniame kodekse.	11.6. The Supplier may unilaterally terminate the Contract without recourse to the court by notifying the Buyer in writing of the termination of the Contract not later than 20 (twenty) calendar days prior to such termination if the Buyer delays payment for more than 30 (thirty) calendar days and this is not caused by the fault of the Supplier or force majeure, or commits another material breach of the Contract as provided for in the Civil Code.
11.7. Sutarties vykdymo sustabdymas trunka ilgiau nei 90 (devyniasdešimt) dienų.	11.7. The suspension of the performance of the Contract shall last for more than 90 (ninety) days.
11.8. Pirkėjas nesant Tiekėjo kaltės, turi teisę vienašališkai nutraukti Sutartį įspėjęs apie tai Tiekėją ne vėliau kaip prieš 30 (trisdešimt) kalendorinių dienų, nepaisydamas to, kad Tiekėjas jau pradėjo ją vykdyti. Šiuo atveju Pirkėjas privalo sumokėti Tiekėjui už iki Sutarties nutraukimo pristatytas Prekes ir Pirkėjas neturi teisės susigrąžinti iš anksto sumokėtų sumų.	11.8. The Buyer shall have the right to terminate unilaterally the Contract when there is no fault of the Supplier, by notifying the Supplier thereof, not later than 30 (thirty) calendar days before such termination, notwithstanding that the Supplier has already commenced performance of the Contract. In this case, the Buyer shall pay the Supplier for the Licences delivered before the termination of the Contract and Buyer shall not be entitled to a refund of prepaid fees.
11.9. Sutarties nutraukimas nepanaikina teisės reikalauti sumokėti netesybas, numatytas Sutartyje už sutartinių įsipareigojimų nevykdymą ar netinkamą vykdymą iki Sutarties nutraukimo, ir atlyginti nuostolius, patirtus dėl įsipareigojimų nevykdymo ar netinkamo vykdymo pagal šią Sutartį, kaip numatyta Sutarties nuostatose.	11.9. Termination of the Contract shall not exclude the right to seeks payment of the penalties provided for in the Contract for non-performance or improper performance of the contractual obligations prior to the termination of the Contract, and to indemnify for losses incurred due to non-performance or improper performance of the contractual obligations as provided for in the Contract.
11.10. Pirkėjas Sutarties galiojimo laikotarpiu ir abipusiu susitarimu, kaip nurodyta 11.11. punkte, neatlikdamas naujos pirkimo procedūros gali inicijuoti sutarties pakeitimus, kurių vertė neviršija 10 procentų pradinės sutarties vertės nurodytos Sutarties 4.2. p. ir pakeitimu iš esmės nepakeičiamas Sutarties pobūdis.	11.10. During the term of the Contract and subject to mutual agreement as set forth in Section 11.11, the Buyer may initiate amendments to the Contract without organising a new procurement procedure, the value of which does not exceed 10% of the Initial Contract Value specified in Point 4.2 of the Contract, and such amendments do not substantially change the nature of the Contract.
11.11. Kitos Sutarties sąlygos Sutarties galiojimo laikotarpiu gali būti keičiamos Sutartyje ir Viešųjų pirkimų įstatyme nustatyta tvarka ir atvejais. Sutarties keitimas galioja tik tuo atveju, jeigu jis yra sudaromas rašytiniu	11.11. Other terms and conditions of the Contract may be changed during the term of the Contract in accordance with the procedure and cases established in the Contract and the Law on Public Procurement. An amendment to the Contract

Sutarties šalių susitarimu. Šalių susitarimai dėl Sutarties keitimo tampa neatskiriama Sutarties dalimi.	shall be valid only if it is concluded by a written agreement of the Parties thereto. The agreements of the Parties on the amendment of the Contract shall be an integral part of the Contract.
12. SUBTIEKĖJAI IR JŲ KEITIMO TVARKA	**12. SUB-PROVIDERS AND PROCEDURE FOR THEIR CHANGE**
12.1. Sudarius Sutartį, tačiau ne vėliau negu Sutartis pradedama vykdyti, Tiekėjas įsipareigoja Pirkėjui pranešti tuo metu žinomų subtiekėjų pavadinimus, kontaktinius duomenis ir jų atstovus. Pardavėjas taip pat privalo informuoti apie minėtos informacijos pasikeitimus visu Sutarties vykdymo metu, taip pat apie naujus subtiekėjus, kuriuos jis ketina pasitelkti vėliau.	12.1. Upon conclusion of the Contract but not later than the date on which the Contract commences, the Supplier undertakes to notify the Buyer of the names, contact details of sub-suppliers and their representatives known at that time. The Supplier must also inform about any changes in this information during the entire period of performance of the Contract, as well as of any new sub-suppliers that it intends to involve later.
13. SUSIRAŠINĖJIMAS	**13. CORRESPONDENCE**
13.1. Visi pranešimai, sutikimai ir kitas susižinojimas, kuriuos šalis gali pateikti pagal šią Sutartį, teikiami lietuvių kalba arba anglų kalba. Visa informacija, įspėjimai ar pranešimai, susiję su šia Sutartimi, privalo būti raštiški ir turi būti siunčiami elektroniniu paštu, registruotu laišku ar kurjeriniu paštu (su patvirtinimu apie įteikimą) arba įteikiami pasirašytinai Sutarties rekvizituose nurodytais adresais kitai Sutarties šaliai. Pranešimai kitai Sutarties šaliai, išsiųsti elektroniniu paštu, yra laikomi gautais jų išsiuntimo dieną arba kitą darbo dieną, jeigu išsiuntimo diena buvo ne darbo diena. Pranešimai, siųsti registruotu laišku, laikomi įteiktais ne vėliau kaip per 3 (tris) darbo dienas nuo jų išsiuntimo dienos.	13.1. All notifications, consents and other communications that a Party may send under this Contract shall be provided in Lithuanian or in English. All information, warnings or notices related to this Contract must be in writing and must be sent by e-mail, registered letter or a courier (with confirmation of personal delivery), or delivered in person upon signed acknowledgement of the other Party to the Contract to the addresses indicated in the details of the Contract. Notifications to the other Party of the Contract sent by e-mail shall be deemed to have been received on the day of their sending or on the next business day if the day of sending was non-business day. Correspondence sent by registered mail shall be deemed delivered not later than within 3 (three) business days from the day of their sending.
13.2. Jei pasikeičia šalies adresas ir (ar) kiti Sutartyje nurodyti duomenys, tokia šalis turi informuoti kitą šalį pranešdama ne vėliau, kaip per 3 (tris) kalendorines dienas nuo jų pasikeitimo momento. Jei šaliai nepavyksta laikytis šių reikalavimų, ji neturi teisės į pretenziją ar atsiliepimą, jei kitos šalies veiksmai, atlikti remiantis paskutiniais žinomais jai duomenimis, prieštarauja Sutarties sąlygoms arba ji negavo jokio pranešimo, išsiųsto pagal tuos duomenis.	13.2. If the address of the Party and/or other data specified in the Contract change, such Party shall inform the other Party not later than within 3 (three) calendar days from the moment of their change. If the Party fails to comply with these requirements, it shall not be entitled to a claim or response if the other Party's actions based on the latest information available to it contravene the terms of the Contract, or it has not received any notification sent with reference to the available data.
14. ASMENS DUOMENŲ TVARKYMAS	**14. PROCESSING OF PERSONAL DATA**
14.1. Vykdydamos Sutartį šalys įsipareigoja asmens duomenų tvarkymą vykdyti teisėtai –	14.1. When executing the Contract, the Parties undertake to process personal data lawfully in

laikantis Bendrojo duomenų apsaugos reglamento 2016/679 (BDAR), Lietuvos Respublikos asmens duomenų teisinės apsaugos įstatymo ir kitų teisės aktų, reglamentuojančių asmens duomenų tvarkymą.	accordance with the General Data Protection Regulation 2016/679 (GDPR), the Law on Legal Protection of Personal Data of the Republic of Lithuania and other legal acts governing the processing of personal data.
14.2. Šalių atstovų, darbuotojų ar kitų fizinių asmenų, pasitelktų Sutarčiai vykdyti duomenų tvarkymo teisėtumas grindžiamas teisėtu interesu Sutarties įvykdymo tikslu arba būtinybe pasinaudoti iš Sutarties kylančiomis teisėmis.	14.2. The lawfulness of the processing of data of the representatives, employees of the Parties or other natural persons involved in the performance of the Contract shall be based on a legitimate interest, i.e. for the purpose of performance of the Contract, or the need to exercise the rights arising from the Contract.
14.3. Šalys asmens duomenis saugo ne ilgiau nei to reikalauja duomenų tvarkymo tikslai ar numato teisės aktai, jeigu juose yra nustatytas ilgesnis duomenų saugojimas. Asmens duomenys turi būti saugomi tol, kol iš sutartinių santykių gali kilti pagrįstų reikalavimų arba kiek tai reikalinga šalių teisėtiems interesams įgyvendinti ir apsaugoti.	14.3. The Parties shall retain personal data for the term, which does not exceed the term required by the purposes of data processing, or as required by legal acts if they provide for a longer retention period. Personal data shall be stored for as long as the contractual relationship may give rise to reasonable claims, or to the extent necessary to safeguard and protect the legitimate interests of the Parties.
14.4. Gali būti tvarkomi šie šalių vadovų, valdybos narių, darbuotojų, atsakingų asmenų ar atstovų, atstovaujančių šalims, duomenys: (I) vardas, pavardė; (II) kontaktiniai duomenys (darbo telefono numeris, darbo elektroninis paštas, darbovietės adresas; (III) užimamos pareigos; (IV) įgaliojimų (atstovavimo) duomenys, įskaitant atstovų asmens kodus, adresus; (V) šalių vardu ir interesais vykdomas susirašinėjimas, ar kiti duomenys suformuojami Sutarties vykdymo metu.	14.4. The following data of the heads of the Parties, members of the board, employees, responsible persons or representatives of the Parties may be processed: (I) name, surname; (II) contact details (business phone number, business e-mail, workplace address; (III) position; (IV) data of the power of attorney (representation) including personal identification numbers and addresses of representatives; (V) correspondence on behalf of and in the interests of the Parties, or other data collected during the performance of the Contract.
14.5. Tvarkomus duomenis gali gauti: (I) šalių darbuotojai, atsakingi už šalių tarpusavio bendradarbiavimą ir ryšių palaikymą, taip pat vykdantys buhalterinės apskaitos, informacinių sistemų priežiūros, verslo rodiklių analitikos ir verslo planavimo funkcijas; (II) informacinių sistemų, kurias šalys naudoja tarpusavio santykių valdymui, teikėjai ir prižiūrėtojai; (III) mokesčių inspekcija; (IV) bankai; (V) šalių pasitelkiami kiti asmenys, susiję su Sutarties vykdymu.	14.5. The data processed may be obtained by: (I) employees of the Parties who are responsible for cooperation and communication between the Parties, as well as performing the functions of accounting, maintenance of information systems, analysis of business indicators and business planning; (II) providers and administrators of the information systems used by the Parties to manage their relationships; (III) the Tax Inspectorate; (IV) banks; (V) other persons involved by the Parties in connection with the performance of the Contract.
14.6. Pirkėjas turi teisinę prievolę Centrinėje viešųjų pirkimų informacinėje sistemoje paskelbti Tiekėjo Pasiūlymą, sudarytą Sutartį ir jos pakeitimus. Paskelbdamas šiuos	14.6. The Buyer shall have a legal obligation to publish the Supplier's Tender Bid, the concluded Contract and its amendments in the Central Public Procurement Information System. When

dokumentus, Pirkėjas paskelbs ir Tiekėjo atstovo, kuris pasirašė Sutartį (jei Sutartis sudaryta su juridiniu asmeniu) / fizinio asmens, su kuriuo sudaryta Sutartis (jei Sutartis sudaryta su fiziniu asmeniu), vardą bei pavardę.	publishing these documents, the Buyer shall also publish name and surname of the Supplier's representative who signed the Contract (if the Contract is concluded with legal entity)/natural person with whom the Contract is concluded (if the Contract is concluded with a natural person).
14.7. Jei šalys ketina pasinaudoti kitų tolesnių duomenų tvarkytojų paslaugomis, šalys perduos kitai šaliai informaciją apie tolesnį duomenų tvarkytoją. Tokiu atveju šalys privalo užtikrinti, kad tolesnis duomenų tvarkytojas vykdys bent tuos pačius įsipareigojimus ir įgaliojimus, kuriuos ši Sutartis nustato. Taip pat šalys supranta, kad jos pačios atsakys už tolesnių duomenų tvarkytojų veiksmus ir neveikimą.	14.7. If the Parties intend to use the services of other data sub-processors, the Parties shall transfer information about such data sub-processor to the other Party. In such a case, the Parties must ensure that such data sub-processor fulfils and exercises at least the same obligations and powers as set out in this Contract. The Parties also understand that they shall be responsible for the actions and omissions of other data sub-processors.
14.8. Šalys įsipareigoja tinkamai informuoti visus fizinius asmenis (darbuotojus, įgaliotinius, valdymo organų narius, savo subtiekėjų darbuotojus ir kitus atstovus), kurie bus pasitelkti Sutarčiai vykdyti, apie tai, kad jų asmens duomenys bus arba gali būti perduoti šalims ir bus arba gali būti šalių tvarkomi Sutarties vykdymo tikslais, kur ir kiek laiko asmens duomenys bus saugomi, ir kas turės galimybę su jais susipažinti. Šalys pažymi, kad fiziniai asmenys, kurie yra pasitelkti Sutarčiai vykdyti ir išvardinti Sutartyje, yra informuoti apie tokį jų asmens duomenų tvarkymą.	14.8. The Parties undertake to inform duly all natural persons (employees, authorised persons, members of the governing bodies, employees of sub-suppliers and other representatives) who are to be involved in the performance of the Contract that their personal data will or may be transferred to the Parties and will be processed by the Parties for the purposes of the performance of the contract; also, provide the information where and for how long the personal data would be stored and who would have access to them. The Parties shall note that the natural persons who are involved in the performance of the Contract and listed in the Contract are informed of such processing of their personal data.
14.9. Šalys susitaria, kad praėjus 10 (dešimčiai) metų po Sutarties nutraukimo ar pasibaigimo, jos sunaikins visus patikėtus tvarkyti asmens duomenis pagal Sutartį ir jų kopijas, nebent Europos Sąjungos (ES) ar jų šalies įstatymai nustato reikalavimą saugoti asmens duomenis ilgesnį laiką, nei nustatyta Sutartyje.	14.9. The Parties shall agree that after 10 (ten) years after the termination or expiration of the Contract they would destroy all personal data entrusted to the processing under the Contract and their copies unless the laws of the European Union (EU) or their country require personal data to be stored for longer term than stipulated in the Contract.
15. KONFIDENCIALUMAS	**15. CONFIDENTIALITY**
15.1. Tiekėjas įsipareigoja laikytis konfidencialumo įsipareigojimų, neatskleisti tretiesiems asmenims jokios informacijos, gautos vykdant Sutartį visu Sutarties galiojimo laikotarpiu ir jai pasibaigus 5 metus, išskyrus tiek, kiek tai reikalinga Sutarties vykdymui ir kai pagal įstatymus ar kitus norminius aktus yra numatytas ilgesnis konfidencialios informacijos saugojimo terminas, o taip pat nenaudoti konfidencialios informacijos	15.1. The Supplier undertakes to comply with confidentiality obligations, not to disclose to third parties any information obtained when executing the Contract for the entire validity period of the Contract and 5 years after its expiry, except to the extent necessary for the performance of the Contract and when according to laws or other legal acts a longer period is established for keeping the confidential information secret, and not to use confidential information for personal

asmeniniams ar trečiųjų asmenų poreikiams. Visa Tiekėjui atskleista informacija yra konfidenciali, išskyrus teisės aktuose numatytus atvejus bei Pirkėjui raštu patvirtinus, kad tam tikra pateikta informacija nėra konfidenciali. Konfidencialia taip pat nėra laikoma informacija, kuri buvo viešai prieinama, arba Tiekėjas gali dokumentais įrodyti, kad informacija jam buvo teisėtai žinoma arba buvo pateikta trečiųjų asmenų, turėjusių raštu patvirtintą teisę atskleisti konfidencialią informaciją.	or third party needs. Any information disclosed to the Supplier shall be considered confidential, except in cases provided for by legal acts and after the Buyer confirms in writing that certain information provided is not confidential. Information that was publicly available also shall not be considered confidential, or the Supplier can prove by providing documents that the information was lawfully known to it, or was provided by third parties who had the right confirmed in writing to disclose the confidential information.
15.2. Konfidencialia informacija taip pat laikoma: 15.2.1 bet kokiu būdu išreikšta informacija (rašytinė, žodinė, elektroninė ar vizualinė), kuria šalys apsikeičia Sutarties vykdymo metu; 15.2.2 kita informacija, pažymėta kaip konfidenciali ar nors ir nepažymėta, bet pagal savo turinį ir pobūdį laikytina konfidencialia.	15.2. The following shall be considered confidential information as well: 15.2.1. Any information (written, oral, electronic or visual) exchanged by the Parties during the performance of the Contract; 15.2.2. Other information marked as confidential, or although not market but by its content and nature is deemed to be considered confidential.
15.3. Kilus neaiškumui, ar informacija yra konfidenciali, Tiekėjas privalo kreiptis į Pirkėją dėl informacijos pobūdžio nustatymo.	15.3. In case of uncertainty as to whether the information is confidential, the Supplier must contact the Buyer to determine the nature of the information.
15.4. Tiekėjas įsipareigoja: 15.4.1 kad Tiekėjo paskirti asmenys, dalyvaujantys Sutarties įgyvendinime, laikysis teisės aktuose numatytų asmens duomenų teisinės apsaugos reikalavimų ir įsipareigos saugoti asmens duomenų paslaptis perėjus dirbti į kitas pareigas arba pasibaigus darbo ar sutartiniams santykiams; 15.4.2 naudoti asmens duomenis laikantis galiojančių įstatymų, netvarkyti duomenų be dokumentuose užregistruoto Pirkėjo užsakymo, nebent tokia pareiga Tiekėjui numatyta pagal Europos Sąjungos arba valstybės narės įstatymus, taikomus tvarkymo subjektui; 15.4.3 saugoti, jog asmens duomenys nebūtų atskleisti neįgaliotiems asmenims, jog neįgalioti asmenys prie jų neprieitų, jie nebūtų perimti neįgalioto asmens, tvarkomi pažeidžiant galiojančių asmens duomenų apsaugos įstatymų nuostatas.	15.4. The Supplier undertakes to: 15.4.1. Ensure that the persons appointed by Supplier who are involved in the performance of the Contract comply with the requirements on legal protection of personal data set forth in legal acts and undertake to keep personal data secrets upon their transfer to another position or termination of employment or contractual relationship; 15.4.2. Use personal data in accordance with the laws currently in force, not to process data without a documented order of the Buyer unless such an obligation is imposed on the Supplier in accordance with the laws of the European Union or a Member State applicable to the processing entity; 15.4.3. Protect that personal data are not disclosed to unauthorised persons, that unauthorised persons do not access them; that they are not taken over by an unauthorised person, processed in violation of the provisions of the applicable personal data protection laws.
15.5. Tiekėjas įsipareigoja įgyvendinti tinkamas (atitinkančias Lietuvos ir Tarptautinių informacijos saugumo valdymo standartų reikalavimus) fizines, technines,	15.5. The Supplier undertakes to implement appropriate (complying with the requirements of Lithuanian and International Information Security Management Standards) physical, technical,

programines ir organizacines priemones, skirtas konfidencialiai informacijai apsaugoti.	software and organisational measures for the protection of confidential information.
15.6. Tiekėjas bei jo paskirti asmenys, kurie sužino konfidencialią informaciją, gali ja naudotis tik tuo tikslu, dėl kurio ši informacija buvo atskleista, ir tik tiek, kiek būtina šalių bendradarbiavimui.	15.6. The Supplier and persons appointed by it who become aware of the confidential information may use it only for the purpose, for which the information was disclosed and only to the extent necessary for the cooperation of the Parties.
15.7. Tiekėjas naudojasi konfidencialia informacija taip, kad būtų užtikrintas Sutarties įsipareigojimų vykdymas, bei konfidencialia laikomos informacijos saugumas ir neprieinamumas tretiesiems asmenims.	15.7. The Supplier shall use confidential information in such a way as to ensure the fulfilment of the obligations under the Contract, as well as the security and inaccessibility of the information considered confidential to third parties.
15.8. Jeigu Tiekėjas sužino ar pagrįstai įtaria, kad konfidenciali informacija gali būti atskleista tretiesiems asmenims, jis įsipareigoja imtis visų įmanomų priemonių konfidencialiai informacijai apsaugoti.	15.8. If the Supplier becomes aware or reasonably suspects that confidential information may be disclosed to third parties, it commits to take all possible measures to protect confidential information.
15.9. Tiekėjas įsipareigoja nedelsiant pranešti Pirkėjui, jeigu sužino arba pagrįstai įtaria, kad konfidenciali informacija buvo neteisėtai atskleista tretiesiems asmenims.	15.9. The Supplier undertakes to notify the Buyer immediately if it becomes aware or reasonably suspects that confidential information has been unlawfully disclosed to third parties.
15.10. Nutraukus Sutartį arba įgyvendinus tikslą, dėl kurio konfidenciali informacija buvo atskleista, Tiekėjas privalo grąžinti visą konfidencialią informaciją Pirkėjui sunaikinimui arba pats sunaikinti visą iš Pirkėjo gautą konfidencialią informaciją, šiuo atveju Tiekėjas per 5 darbo dienas nuo Pirkėjo pateikto prašymo gavimo dienos turi pateikti rašytinį patvirtinimą apie konfidencialios informacijos sunaikinimą, nurodant naudotas informacijos naikinimo priemones.	15.10. Upon termination of the Contract or fulfilment of the purpose for which the confidential information was disclosed, the Supplier must return all the confidential information to the Buyer for destruction or destroy itself all the confidential information received from the Buyer. In this case, the Supplier must submit a written confirmation of the destruction of confidential information, indicating the means of destruction used, within 5 business days from the date of receipt of the request submitted by the Buyer.
16. GINČŲ SPRENDIMO TVARKA 16.1. Kiekvieną ginčą, nesutarimą ar reikalavimą, kylantį iš Sutarties ar susijusį su Sutartimi, jos sudarymu, galiojimu, vykdymu, pažeidimu, nutraukimu, šalys spręs derybomis, vadovaudamosi Lietuvos Respublikos teisės aktais. Ginčo, nesutarimo ar reikalavimo nepavykus išspręsti derybomis, jie bus sprendžiami Lietuvos Respublikos teismuose pagal Pirkėjo buveinės vietą.	**16. DISPUTE SETTLEMENT PROCEDURE** 16.1. Any dispute, disagreement or claim arising out of, or in connection with the Contract, its conclusion, validity, execution, violation, termination shall be settled by the Parties by means of negotiations in accordance with legal acts of the Republic of Lithuania. If the Parties fail to settle a dispute, disagreement or claim by means of negotiations, they shall be settled by the courts of the Republic of Lithuania according to the place of the registered office of the Buyer.

17. UŽ SUTARTIES TINKAMĄ VYKDYMĄ ATSAKINGI ASMENYS	**17. PERSONS RESPONSIBLE FOR PROPER PERFORMANCE OF THE CONTRACT**
17.1. Už Sutarties tinkamą vykdymą Tiekėjas skiria atsakingu [įrašyti], telefono numeris [įrašyti], elektroninio pašto adresas [įrašyti].	17.1. The Supplier shall appoint the following person responsible for proper performance of the Contract , e-mail
17.2. Už Sutarties tinkamą vykdymą Pirkėjas skiria atsakingu	17.2. The Buyer shall appoint the following person responsible for proper performance of the Contract:
elektroninio pašto adresas	phone number , e-mail
17.3. Už Sutarties ir jos pakeitimų paskelbimą pagal Viešųjų pirkimų įstatymo 86 straipsnio 9 dalies nuostatas Pirkėjas skiria atsakingu o jos nesant darbe (atostogų, nedarbingumo, darbo kaitos ar kitais atvejais)	17.3. The Buyer shall appoint the following person responsible for publication of the Contract and its amendments in accordance with the provisions of Article 86 (9) of the Law on Public Procurement: and in the absence of the appointed person at work (vacation, sick leave, change of job or otherwise):
17.4. Tiekėjas turi teisę keisti Sutarties 17.1 punkte nurodytą asmenį be Pirkėjo raštiško sutikimo. Apie asmens pakeitimą Tiekėjas turi pranešti 17.2. nurodytam asmeniui el. paštu.	17.4 Supplier has the authority to change the person provided in clause 17.1 of the Contract without consent of the Buyer. Supplier must inform of the occurring change to the person which is provided in clause 17.2.
18. BAIGIAMOSIOS NUOSTATOS	**18. FINAL PROVISIONS**
18.1. Sutarčiai ir visoms iš šios Sutarties atsirandančioms teisėms ir pareigoms taikomi Lietuvos Respublikos įstatymai bei kiti norminiai teisės aktai. Sutartis sudaryta ir turi būti aiškinama pagal Lietuvos Respublikos teisę.	18.1. The laws of the Republic of Lithuania and other normative legal acts shall apply to the Contract and all rights and obligations arising from this Contract. The Contract is concluded and must be interpreted in accordance with the law of the Republic of Lithuania.
18.2. Visus kitus klausimus, kurie neaptarti Sutartyje, reguliuoja Lietuvos Respublikos teisės aktai.	18.2. All other issues not discussed in the Contract shall be governed by legal acts of the Republic of Lithuania.
18.3. Tiekėjas neturi teisės perleisti visų arba dalies teisių ir pareigų pagal Sutartį jokiai trečiajai šaliai be išankstinio raštiško kitos šalies sutikimo.	18.3. The Supplier shall not be entitled to assign all or part of its rights and obligations under the Contract to any third party without the prior written consent of the other Party.
18.4. Šalys supranta ir patvirtina, kad Sutarties ir Sutarties priedų sąlygos nelaikomos konfidencialia informacija. Šalys laiko paslaptyje savo kontrahento darbo veiklos principus ir metodus, kuriuos sužinojo vykdant Sutartį, išskyrus atvejus, kai ši informacija yra vieša arba turi būti atskleista įstatymų numatytais atvejais.	18.4. The Parties understand and confirm that the terms and conditions of the Contract and its Annexes shall not be considered confidential information. The Parties shall keep secret the principles and methods of work of the other Contracting Party that they have learned during the performance of the Contract, except when

	this information is public or must be disclosed in cases provided for by laws.
18.5. Šią Sutartį pasirašantys šalių atstovai patvirtina, kad Sutartis sudaryta be ekonominio spaudimo, laisva Sutarties šalių valia, ją pasirašantys Sutarties šalių atstovai Sutartį perskaitė, suprato jos turinį, pasekmes ir jos sudarymas visiškai atitinka šalių valią, ketinimus ir interesus.	18.5. The representatives of the Parties to the Contract who sign the Contract shall confirm that the Contract is concluded without economic pressure, by free will of the Parties to the Contract, and the representatives of the Parties to the Contract have read it, understand its content, consequences, and conclusion of the Contract fully complies with the will, intentions and interests of the Parties.
19. SUTARTIES PRIEDAI 19. Sutarties priedai yra neatskiriama Sutarties dalis: 19.1. **1 priedas** „Techninė specifikacija" 19.2. **2 priedas** „Pasiūlymas" 19.3. **3 priedas** „Asmens duomenų tvarkymo susitarimas"	**19. ANNEXES TO THE CONTRACT** 19. Annexes to the Contract shall constitute an integral part hereof: 19.1 **Annex 1.** Technical Specification 19.2 **Annex 2.** Tender Bid 19.3 **Annex 3.** Agreement regarding Processing of Personal Data
ŠALIŲ JURIDINIAI ADRESAI, REKVIZITAI IR PARAŠAI	**LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES**
PIRKĖJAS/BUYER:	**TIEKĖJAS/SUPPLIER:**

Valstybės įmonė Registrų centras/State Enterprise Centre of Registers:

Address:	Lvivo g. 25-101, 09320 Vilnius
Tel.	(8 5) 268 8262
E-mail	info@registrucentras.lt
Code of legal entity	124110246
VAT payer's code	LT241102419
Bank account	LT944010042400050387
Bank	AB Luminor bankas

Nintex UK Ltd:

Address:	16 Great Queen Street, Covent Garden, London, WC2B 5AH
Phone	+44 020 3693 0200
E-mail	Camden.Hillas@Nintex.com; Nintex.Legal@Nintex.com
Company No.	08057414
VAT payer's code	GB139 0095 19
Bank account	76005900
Bank	HSBC Bank plc

TECHNICAL SPECIFICATION FOR THE RENTAL OF SOFTWARE (PROCESS MANAGEMENT SYSTEM)

Essential requirements for the renewal of process management system **Nintex Process Manager** subscription licences
1. The Provider must be the manufacturer of the Nintex Process Manager software or an official representative authorised to provide the Nintex Process Manager rental of subscription licences and support.
2. Quantity of Nintex Process Manager subscription licences – for 1800 users for 36 months, which must be valid in 2024, 2025 and 2026 years.
3. Nintex Process Manager subscription licences must not limit the number of processes created by users and must be connected to the current licence subscription plan: Process Manager Enterprise – Unlimited processes.
4. Users must have a possibility to sign in to Nintex Process Manager using Single Sign On functionality (allowing to receive data from CO Active Directory resource management system).
5. Users must be able to use process and document upload and approval functionality and process variation management functionality.
6. It must be possible to receive assistance and advice on the use of the Nintex Process Manager no later than one working day from the date of contacting the Provider by e-mail and telephone or other electronic means, if necessary, ensuring communication in real time (online). The Provider must ensure availability of Nintex Process Manager support at 24 x 5 level.
7. The Provider must ensure the security requirements for confidential information, including personal data (servers must be located in the EU countries; the Provider assumes full responsibility for any loss of information, etc.).
8. The goods[1] (including their manufacturers), services[2] or works[3] proposed by the Provider must not pose a threat to national security. By submitting and signing the tender bid, the Provider confirms that the goods[4] (including their manufacturers), services[5] and/or works[6] proposed by it do not pose a threat to national security.
9. The manufacturer of the goods or the person controlling it cannot be registered in (if the manufacturer or the person controlling it is a natural person - permanent resident or citizen of) the countries or territories specified in the list provided for in Article 92 (14) of the Law on Public Procurement of the Republic of Lithuania.

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[1] Applicable when the goods are procured.
[2] Applicable when services are procured.
[3] Applicable when works are procured.
[4] Applicable when the goods are procured.
[5] Applicable when services are procured.
[6] Applicable when works are procured.

10. The services may not be provided from the countries or territories specified in the list provided for in Article 92 (14) of the Law on Public Procurement of the Republic of Lithuania.
11. If the manufacturer of the goods or the service provider, or the person controlling it, is a company, a state enterprise, a municipal undertaking, as well as a state-owned company and their subsidiaries, listed in the Law on the Protection of Objects of Importance to Ensuring National Security, which are important for ensuring national security, Article 37 (9) of the Law on Public Procurement of the Republic of Lithuania does not apply to these entities.
12. Environmental protection criteria. In accordance with the Procedure for the Application of Environmental Protection Criteria in Green Procurements approved by Order No. D1-508 of the Minister of the Environment of the Republic of Lithuania on 28 June 2011 On Approval of the List of Products which Public Procurement is subject to the Environmental Protection Criteria, Environmental Protection Criteria and the Procedure for Applying Environmental Protection Criteria that Contracting Authorities must apply when Procuring Goods, Services or Works (version approved by Order No. D1-41 on 13 December 2022), the software procured will have to be supplied without physical media, supported and updated electronically, as well as all documentation will have to be submitted electronically.

TENDER BID
FOR THE RENTAL OF SOFTWARE (PROCESS MANAGEMENT SYSTEM)

2023-11-28

London, United Kingdom

To the State Enterprise Centre of Registers

1. INFORMATION ABOUT THE TENDERER

Name(s) of the tenderer or the members of the group of economic operators, code(s) of legal entity (if a tender bid is submitted by a natural person, No of Business Licence, individual activity certificate or similar document), address(es)	**Nintex UK Ltd** **16 Great Queen Street, Covent Garden, London, WC2B 5AH**
Collegial management and/or supervisory body of the tenderer (to be specified if any)	
Member of the group of economic operators representing or leading the group of economic operators (to be completed if a tender bid is submitted by a group of economic operators)	**N/A**
Name and surname of the person authorised to sign the tender bid	
Contact information of the person authorised to communicate with the Contracting Authority (name, surname, phone, fax, e-mail, address)	

2. INFORMATION ABOUT EACH PARTNER OF THE GROUP OF TENDERERS
(to be completed if a tender bid is submitted by a group of tenderers)

No.	Name of the partner of the group of tenderers, code of legal entity, address	Collegial management and/or supervisory body of the partner of the group of tenderers (to be specified if any)	Description of the part of the Contract object to be transferred to the partner for performance	Value of the part of the Products provided by the partner in the tender bid price	
				EUR, including VAT	**%**
1.	N/A				
2.					

3. INFORMATION ABOUT THE ECONOMIC OPERATORS WHOSE CAPACITY THE TENDERER RELIES ON TO MEET THE QUALIFICATION REQUIREMENTS SET FORTH BY THE CONTRACTING AUTHORITY (IF SUCH REQUIREMENTS ARE SET FORTH)
(to be completed if the tenderer involves other economic operators whose capacity it relies on pursuant to Article 49 of the Law on Public Procurement)

No.	Name of legal entity of economic operator, code or name and surname of natural person	Collegial management and/or supervisory body of the economic operator (to be specified if any)	Reference to the provision of the procurement documents (specify the procurement document and Point therein) stipulating the tenderer to rely on the capacity of the economic operator to conform to it	Description of the part of the Contract object to be transferred to the economic operator	Part of the Procurement Contract in the tender bid price for which the economic operators are to be involved
					EUR, including VAT / %
1.	N/A				
2.					

4. INFORMATION ABOUT KNOWN SUB-SUPPLIERS AND PART OF THE CONTRACT TRANSFERRED TO THEM
(to be completed if the tenderer involves sub-suppliers)

No.	Name of the sub-supplier, code of legal entity, address	Collegial management and/or supervisory body of the sub-supplier (to be specified if any)	Description of the part of the Contract object to be transferred to the sub-supplier	Part of the Procurement Contract in the tender bid price to be transferred to the sub-supplier	
				EUR, including VAT	**%**
1.	N/A				
2.					

5. TENDER BID PRICE

5.1. The tender bid price shall be given in euro. If tender bid prices are quoted in foreign currency, they shall be converted into euro according to the euro foreign exchange reference rates published by the European Central Bank. In cases where the European Central Bank does not publish the euro foreign exchange reference rates, according to the euro and foreign exchange reference rate set and published by the Bank of Lithuania on the day of the submission of tender bids.

5.2. When calculating the price, a full scope of the Procurement Object and requirements, price components, etc. specified in the Procurement Documents must be taken into account. After performance of the Contract, the Contracting Authority shall be able to use the Procurement Object without additional costs unless explicitly stated otherwise in the Procurement Documents. The VAT is reported separately. If the tenderer is not a VAT payer, it must indicate this in the tender bid, specifying the legal basis. The tenderer must consider whether it is going to become a VAT payer during the performance of the Contract. If the tenderer becomes a VAT payer during the performance of the Contract, it must quote the price including VAT. Tender bid prices including all taxes and VAT shall be evaluated and compared. In case the Contracting Authority has to pay VAT to the state budget for the purchased Procurement object itself in accordance with the procedure established by the laws governing taxes and the secondary legislation, this tax shall be included in the tender bid price (if the tenderer did not include it in the tender bid price, the Contracting Authority shall include it for comparison purposes). The tender bid price must include all taxes and all other direct and indirect costs and fees/charges incurred and/or likely to be incurred by the tenderer in connection with the supply of the Products / provision of Services except when the Procurement Documents clearly state that certain specific costs are not to be included in the Contract price.

All prices (and their components) in the tender bid must be quoted to two decimal places. If the third decimal place is between 0 and 4, the second decimal place shall be left as it is; if the third decimal place is between 5 and 9, the second decimal place shall be increased by one, e.g. 3,14159 rounded to the nearest hundredth will be 3,14. Rounding 3.1153 to the nearest hundredth will give 3.12.

5.3. The tender bid price shall be quoted by completing the table below:

No.	Procurement object	Measure unit	Quantity	Unit rate for 12 months, EUR, excluding VAT **(to be completed by the tenderer)**	Price, EUR excluding VAT (4×5)
1	2	3	4	5	6
1	The rental of software (process management system) 2024 year	Pcs.	1 800	30,56	55000,00
2	The rental of software (process management system) 2025 year	Pcs.	1 800	32,08	57750,00
3	The rental of software (process management system) 2026 year	Pcs.	1 800	33,69	60637,50
				Tender bid price, EUR, excluding VAT (sum of column 6 values)	173387,50
			PVM *, EUR (if applicable different VAT than 21 %, to be completed by the tenderer)	0	0,00
				Tender bid price, EUR, including VAT	173387,50

*If you leave the VAT field empty, indicate the reasons why you do not pay VAT: Nintex UK Ltd do not charge VAT as we are a UK-based company.

With this tender bid we offer these licences:

No.	The name (s) of the proposed licence (es)
	Nintex Process Manager - Enterprise
	Nintex Process Manager Single Sign-on, Nintex Process Manager Process & Doc Approval, Nintex Process Manager Variant Management

6. DOCUMENTS AND INFORMATION ABOUT CONFIDENTIALITY THAT ARE PROVIDED
All documents shall be provided using the CVP IS tools:

No.	Documents	Document must be provided	Subject providing the document	Does the document contain confidential information? (Yes / No)	Explanation what specific information is confidential in the document and why
1	2	3	4	5	6
1.	A copy of the power of attorney or other document granting the right to submit and/or sign the tender bid and other documents (if the tender bid is submitted and/or the documents are signed not by the manager of the tenderer, members of the group of economic operators, sub-suppliers or economic operators whose capacity the tenderer relies on) if it was not submitted together with the application	Provided together with the tender bid	Tenderer, each partner of the group of tenderers, sub-suppliers, economic operators whose capacity the tenderer relies on	No	N/A
2.	Declaration of the Tenderer on the Absence of the Conditions Set Out in the Council Regulation (EU) 2022/576 (Annex 4 to the Procurement Conditions). In case of suspicion regarding the correctness of the information on the absence of the conditions set out in Council Regulation (EU) 2022/576, which is provided in the tenderer's declaration, the Contracting Authority will ask the tenderer to submit one or several documents listed below evidencing the data specified in the declaration: 1. When a tenderer is a legal entity: 1.1. A copy of instruments of incorporation of the legal entity certified by the manager of the legal entity; 1.2. Full extract from the Register of Legal Entities with historical information; 1.3. Excerpt from the Information System of Legal Entities Participants. 2. When a tenderer is a natural person: 2.1. A copy of the document proving the personal identity (a personal identity card or a passport).	Provided together with the tender bid	Tenderer	No	
3.	(Article 37 (9) and 47 (9) of the Law on Public Procurement) Declaration of Conformity to National Security (Annex 5 to the Procurement Conditions) in the form established by the Public Procurement Office.	Provided together with the tender bid	Tenderer	No	
3.1.	When checking the compliance of the tender bid with the requirements of Article 37 (9) and Article 47 (9) of the Law on Public Procurement, the Contracting Authority will ask the tenderer to submit one or several documents listed below (or relevant documents from a member state or a third country, or other documents acceptable to the Contracting Authority): 1. When a tenderer, its sub-supplier, economic operator whose capacity the tenderer relies on, manufacturer of the products offered by the tenderer or a person controlling them is a legal entity: 1.1. A copy of instruments of incorporation of the legal entity certified by the manager of the legal entity; 1.2. Full extract from the Register of Legal Entities with historical information; 1.3. Excerpt from the Information System of Legal Entities Participants. 2. When a tenderer, its sub-supplier, economic operator whose capacity the tenderer relies on, manufacturer of the products offered by the tenderer or a person controlling them is a natural person: 2.1. A copy of the document proving the personal identity (a personal identity card or a passport); 2.2. A copy of the document certifying the permission to engage in the relevant economic activity (for example, a Business Licence, individual activity certificate, etc.); 2.3. A certificate on the declared place of residence.	Upon request of the Contracting Authority	Potential winner, its sub-suppliers, economic operators whose capacity the potential winner relies on	Please choose	
4.	(Article 45 (21) of the Law on Public Procurement) Declaration of Conformity (Annex 6 to the Procurement Conditions). If there are doubts about the correctness of the information specified in the tenderer's Declaration of Conformity, the Contracting Authority will ask the tenderer who submitted the most economically advantageous tender bid to provide documents evidencing the information.	Provided together with the tender bid	Tenderer	No	
5.	(Article 37 (9) and 47 of the Law on Public Procurement) Information about the tenderer (Annex 7 to the Procurement Conditions).	Upon request of the Contracting Authority	Potential winner	Yes	Passports contain confidential information.
6.	The updated and signed ESPD. A separate ESPD shall be completed by: 1) The tenderer; 2) Each member of the group of tenderers (if the tender bid is submitted by the group of tenderers); 3) Each economic operator whose capacity the tenderer relies on pursuant to Article 49 of the Law on Public Procurement (if any); 4) Each sub-supplier (if applicable).	Upon request of the Contracting Authority	Potential winner, its sub-suppliers, economic operators whose capacity the potential winner relies on	Please choose	
7.	Relevant documents specified in Annex 4 to the documents of the dynamic purchasing system (DPS) „Grounds for Exclusion of Tenderers" evidencing the absence of the grounds for exclusion of the tenderer (an extract from a court ruling, or a document issued by the Department of Information Technology and Communications under the Ministry of the Interior, or by the State Enterprise Centre of Registers under the procedure laid down by the Government of the Republic of Lithuania, substantiating the aggregate data processed by the competent authorities, or documents of the relevant institution of a foreign country issued not earlier than 180 days before the day, on which a potential winner has to provide the documents evidencing the absence of the grounds for exclusion of the tenderer).	Upon request of the Contracting Authority	Potential winner, its sub-suppliers, economic operators whose capacity the potential winner relies on	Please choose	
8.	If the tender is submitted by a non-licensing manufacturer, a power of attorney, certificate, agreement or other document is provided that confirms that the tenderer is an official representative of the manufacturer or has a written agreement with the manufacturer for license rentals supply and maintenance.	Provided together with the tender bid	Tenderer	Please choose	N/A

By signing this tender bid, I hereby declare that:
• I am aware of the Procurement Documents as well as of the applicable laws and by-laws of the Republic of Lithuania that govern the procedure of public procurement and may affect any relations between the Contracting Authority and the tenderer arising from this Procurement and/or in relation to this Procurement;
• I agree with all terms, conditions and procedures established in the Procurement Documents;
• The data and information provided in the tender bid documents are correct and include everything necessary for the proper performance of the Contract;
• The tender bid is valid for the term specified in the Procurement Documents;
• The proposed Procurement object is not a threat to national security.
• When submitting the tender bid, we hereby confirm that the information, which is given in the European Single Procurement Document (ESPD) submitted to the dynamic purchasing system (DPS) **No. 600472 „Software"** and which is provided to the Contracting Authority when submitting the application for the participation in the dynamic purchasing system:

☑ has not changed

☐ has changed

• When submitting the tender bid, we hereby confirm that our qualification conforms to the qualification requirements specified in the dynamic purchasing system **No. 600472 „Software"**:

☑ Yes

☐ No

_____   _____   _____
(Position of the tenderer or its authorised person)   (Signature)   (Name, surame)

STANDARD TERMS AND CONDITIONS FOR PERSONAL DATA PROCESSING CONTRACT

The State Enterprise Centre of Registers (Data Controller), legal entity code 124110246, with registered office at Lvivo St. 25-101, Vilnius, telephone number (8 5) 268 8262, e-mail address: info@registrucentras.lt, data collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by   acting under accordance to Company regulations,

And the Data Processor Nintex UK Ltd, with registered office at 16 Great Queen Street, Covent Garden, London WC2B 5AH, telephone +44 20 3693 0200, e-mail nintex.legal@nintex.com,
 represented by   acting in accordance with the Power of Attorney,
each separately referred to as the Party and collectively as the Parties,

in accordance with point (c) of Article 6(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the Regulation (EU) 2016/679),

have agreed with regard to the following Standard Terms and Conditions for Personal Data Processing Contracts (hereinafter referred to as the Conditions), consisting of annexes specified in the Conditions and concluded during the term of validity of the Conditions.
Where these Conditions use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

CHAPTER I
PURPOSE OF CONDITIONS

1.   Having regard to implementation of Article 28(3) of Regulation (EU) 2016/679, it sets out the rights and obligations of the Data Controller and the Data Processor when processing personal data on behalf of the Data Controller. The Conditions must seek to protect the rights of data subjects, to mitigate the specific risks to the protection of personal data, and to ensure clarity of the relationship between the Data Controller and the Data Processor and of the respective rights and obligations.
2.   The Data Processor when delivering the Process management system Nintex Promapp subscriptions according to Public procurement-sale contract, shall process personal data on behalf of the Data Controller in accordance with these Conditions. The Conditions for the processing of personal data are set out in Annex 1 to the Conditions.

CHAPTER II
OBLIGATIONS OF THE PARTIES

3.   The Data Controller:
3.1.   shall undertake to ensure that personal data is processed in accordance with Regulation (EU) 2016/679 (see Article 24 of Regulation (EU) 2016/679), any other legislation governing the protection and/or processing of personal data of the European Union or of a Member State[i] thereof, and with these Conditions;
3.2.   shall have the right and the obligation to take decisions with regard to the purposes and means of processing personal data;
3.3.   shall ensure, including, but not limited to, that the processing of personal data performed by the Data Processor has legal grounds.
4.   The Data Processor:

4.1.   shall process personal data only in accordance with the instructions outlined in the Data Controller's documents, except in cases when this is required by legal acts of the European Union or its Member State, which are applicable to the Data Processor (in such cases, the Data Processor shall inform the Data Controller of these requirements, unless the law prohibits the provision of such information on grounds of overriding public interest). Such instructions are provided in Annexes 1 and 3 to the Conditions. The Data Controller may also provide further instructions during the entire processing of personal data, but such instructions relating to the Conditions must always be documented.

4.2.   shall immediately inform the Data Controller if the instructions of the Data Controller, in the opinion of the Data Processor, contradict the Regulation (EU) 2016/679 or other legislation of the European Union or its Member States regulating the protection of personal data;

4.3.   shall process records relating to personal data processing activities carried out on behalf of the Data Controller. This obligation shall apply to each Data Processor and, where applicable, to the Data Processor's representative in accordance with Article 30 (2) of Regulation (EU) 2016/679.

5.   The Data Processor shall not be liable for the consequences of unlawful instructions given by the Data Controller, provided that the Data Processor has informed the Data Controller in accordance with paragraph 4.2 of these Conditions and unless the Data Controller has not proven otherwise (i.e., unless it has proved that the instructions given were lawful).

6.   These Conditions do not relieve the Parties of any other obligations to which they are subject under Regulation (EU) 2016/679 or other legislation.

CHAPTER III
CONFIDENTIALITY

7. The Data Processor shall grant access to personal data processed on behalf of the Data Controller only to persons within the competence of the Data Processor who have undertaken to comply with confidentiality obligations or are required by the relevant legal provision to maintain confidentiality and only if they need to know. The Parties shall ensure the following:

7.1.   In the event of a change of personnel who process personal data, their access rights to the Data Controller's personal data shall be revoked no later than on the last day of their duties, which require them to have access to the Data Controller's personal data entrusted for processing to the Data Processor, and, in the event of the termination of the employment relationship of an employee of the Data Processor, not later than on the last day of his/her employment.

7.2.   The list of persons who have been granted access to personal data must be revised periodically. On the basis of such a revision, access to personal data shall be revoked if it is no longer required and such persons will no longer have access to personal data.

8.   At the request of the Data Controller, the Data Processor shall demonstrate that the persons under the control of the Data Processor and which are entrusted with the processing of personal data are subject to the obligation of confidentiality referred to in paragraph 7 of the Conditions.

CHAPTER IV
SECURITY OF DATA PROCESSING

9.   Article 32 of Regulation (EU) 2016/679 stipulates that taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data Controller and the Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

10.   The Data Controller shall assess the risks to the rights and freedoms of natural persons arising from the processing of data and implement measures to mitigate those risks (for the sake of clarity

these measures within the control of the Data Controller, and not the Data Processor). Depending on their suitability, the measures may include the following:

10.1. pseudonymisation and/or encryption of personal data;

10.2. ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

10.3. ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

10.4. a process for regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the data processing.

11.   In accordance with Article 32 of Regulation (EU) 2016/679, the Data Processor, independently of the Data Controller, shall also assess the risks to the rights and freedoms of natural persons with regard to the processing of data and shall implement measures to mitigate those risks. For this purpose, the Data Controller shall provide the Data Processor with information necessary to identify and assess such risks.

12.   In addition, the Data Processor shall assist the Data Controller in enforcing the Controller's obligations under Article 32 of Regulation (EU) 2016/679, inter alia, by providing the Data Controller with information on the technical and organisational measures already implemented by the Data Processor under Article 32 of Regulation (EU) 2016/679, together with any other information necessary for the Data Controller to fulfil the obligations of the Data Controller under Article 32 of Regulation (EU) 2016/679.

13.   If, in the light of the Data Controller's assessment, the Data Processor needs to implement additional measures to mitigate the identified risks, the Data Controller and the Data Processor shall mutually agree upon additional measures, and specify those measures in Annex 3 to the Conditions and the Data Processor shall implement the additional measures in addition to the measures it has already implemented in accordance with Article 32 of Regulation (EU) 2016/679. The Data Processor shall provide the Data Controller with information necessary to demonstrate compliance with the Data Processor's obligations set out in Chapter X of the Conditions.

CHAPTER V
USE OF OTHER DATA PROCESSORS

14.   The Data Processor must comply with the requirements set out in to Article 28 (2) and (4) of Regulation (EU) 2016/679 in order to be able to use another processor hereinafter referred to as the sub-processor).

15.   The conditions of the Data Controller under which the Data Processor will be able to rely on sub-processors and the list of sub-processors authorised by the Data Controller are set out in Annex 2 to the Conditions.

16.   The Data Processor shall not engage a sub-processor to process personal data in accordance with these Conditions without the prior general written permission of the Data Controller:

16.1. The Data Processor holds a general written authorization from the Data Controller to use sub-processors. The Data Processor shall inform the Data Controller in writing of any intended changes relating to the use or change of sub-processors at least by sixty (60) days, thereby giving the Data Controller the opportunity to object to such changes before the use of the relevant sub-processor(s). Longer notice periods for special additional processing services may be set out in Annex 2 to the Conditions.

17.   Where the Data Processor engages a sub-processor to carry out specific processing activities on behalf of the Data Controller, that sub-processor shall be subject to the same data protection obligations as those set out in the Conditions or in another legal act in accordance with the law of the Union or of a Member State, and in particular, the obligation to sufficiently ensure that

appropriate technical and organisational measures are put in place in such a way that processing complies with the requirements of the Conditions and with Regulation (EU) 2016/679..

18.   At the request of the Data Controller, a copy of the data sub-processor's Conditions and any subsequent amendments to it shall be provided to the Data Controller, for the Data Controller to ensure that the same data protection obligations set out in these Conditions apply to the data sub-processor. The Data Processor must inform the Data Controller of all failures by the data sub-processor to comply with the obligations under such contract or other legal act. Regulations and terms relating to business matters which do not affect the content of legal protection of data specified in the data sub-processor's contract shall not be required to be provided to the Data Controller.

19.   The Data Processor must agree with the data sub-processor, if any, that in the event of the original Data Processor's bankruptcy, the Data Controller has the right to continue the data processing relationship with the sub-processor engaged by the original processor directly and/or to provide direct instructions for processing, e.g. has the right to instruct the data sub-processor to delete or return the personal data.

20.   The Data Processor shall be responsible for requiring the data sub-processor to comply with at least the obligations that apply to the Data Processor under the Conditions and the Regulation (EU) 2016/679. If the data sub-processor fails to comply with the personal data protection obligations, the original Data Processor with whom the processing contract is concluded, shall remain fully responsible to the Data Controller for the performance of the data sub-processor's obligations. This shall be without prejudice to the rights of data subjects under Regulation (EU) 2016/679, in particular the rights provided for in Articles 79 and 82 of Regulation (EU) 2016/679, in relation to the Data Controller and the Data Processor, including data sub-processors.

CHAPTER VI
TRANSFER OF DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

21.   The Data Processor may transfer personal data to third countries or international organisations only after having received instructions in the form of documents from the Data Controller and in accordance with the requirements of Chapter V of Regulation (EU) 2016/679. Data Controller acknowledges that use of the Nintex services may require processing in the United States as it provided in Annex 2 and 3 to the Conditions.

22.   Where personal data are required to be transferred to third countries or international organisations pursuant to legislation of the European Union or of a Member State thereof with which the Data Processor is required to comply, although the Data Controller has not instructed the Data Processor to do so, the Data Processor shall inform the Data Controller of this legal requirement prior to the transfer of the data, unless the given legislation prohibits the transfer of such information.

23.   In the absence of documented instructions from the Data Controller or without a specific requirement under the law of the European Union or its Member States, the Data Processor may not, under these Conditions:

23.1. transfer personal data to a data controller or data processor located in a third country or international organization;

23.2. transfer the processing of personal data to a sub-processor in a third country;

23.3. allow the processing of personal data by a data processor in a third country.

24.   The Data Controller's instructions or authorisations for the transfer of personal data to a third country, including, where applicable, the grounds set out in Chapter V of Regulation (EU) 2016/679 on which the Data Controller's instructions are based, are set out in Annex 3 to the Conditions.

25.   These Conditions do not constitute standard data protection terms and conditions within the meaning of Article 46(2)(c) and (d) of Regulation (EU) 2016/679 and may not be relied upon by the

Parties as a basis for the transfer of personal data to third countries or international organisations in accordance with Chapter V of Regulation (EU) 2016/679.

CHAPTER VII
ASSISTANCE TO THE DATA CONTROLLER

26.   Depending on the nature of data processing, the Data Processor shall assist the Data Controller by appropriate technical and organizational means, to the extent possible and where applicable, in fulfilling the Controller's obligations in relation to requests for the exercise of data subject's rights under Chapter III of Regulation (EU) 2016/679.

This means that the Data Processor shall, to the extent possible, assist the Data Controller in ensuring that the following is implemented:

26.1. the right to be informed when collecting personal data from the data subject;

26.2. the right to be informed when personal data is not received from the data subject;

26.3. the right of access to data;

26.4. the right to data rectification;

26.5. the right to have data erased ('right to be forgotten');

26.6. the right to restrict the processing of data;

26.7. the obligation to notify of the rectification or erasure of personal data or the restriction of processing;

26.8. the right to data portability;

26.9. the right to object to data processing;

26.10. the right not to be subject to decisions based solely on automated data processing, including profiling.

27.   In addition to the Data Processor's obligation to assist the Data Controller in accordance with paragraph 12 of these Conditions, the Data Processor, taking into account the nature of data processing and the information available to the Data Controller, shall further assist the Data Controller in ensuring compliance with:

27.1. an obligation on the Data Controller to notify the competent supervisory authority - the State Data Protection Inspectorate of the personal data breach without undue delay and, if possible, within 72 hours of becoming aware of it, unless the breach of personal data would not jeopardize the rights and freedoms of natural persons;

27.2. an obligation on the Data Controller to act without undue delay and to inform the data subject of personal data breaches where the personal data breach may pose a serious risk to the rights and freedoms of natural persons;

27.3. an obligation of the Data Controller to carry out a data protection impact assessment of the intended processing operations where the processing of personal data is likely to result in a significant risk to the rights and freedoms of natural persons;

27.4. an obligation of the Data Controller to consult the competent supervisory authority–the State Data Protection Inspectorate before the start of the data processing, if the data protection impact assessment indicates that the processing would pose a significant risk if the Data Controller did not take measures to mitigate that risk.

28.   Annex 3 to the Conditions establish the appropriate technical and organisational measures to be put in place by the Data Processor in order to assist the Data Controller in the exercise of the data subject's rights and the fulfilment of its obligations under Articles 33 to 36 of Regulation (EU) 2016/679. This applies to the obligations provided for in paragraph 27 of the Conditions.

CHAPTER VIII
NOTIFICATION OF A PERSONAL DATA BREACH

29.   The Data Processor shall notify the Data Controller without undue delay after becoming aware of a personal data breach affecting the personal data of Data Controller. The Data Processor shall notify the Data Controller within 48 hours after the Data Processor has become aware of the personal data breach so that the Data Controller can fulfil the obligation of the Data Controller to notify the personal data breach to the competent supervisory authority in accordance with Article 33 of Regulation (EU) 2016/679.

30.   Pursuant to subparagraph 27.1 of these Conditions, the Data Processor shall provide reasonable assistance the Data Controller in notifying the competent supervisory authority of a personal data protection breach; this means that the Data Processor must assist the Data Controller in obtaining the following information, which, in accordance with Article 33(3) of Regulation (EU) 2016/679, must be indicated in the Data Controller's notification to the competent supervisory authority:

30.1. the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

30.2. the likely consequences of the personal data breach;

30.3. the measures taken or proposed by the Data Controller to remedy the personal data breach, including, where appropriate, measures to mitigate any possible adverse effects of the breach;

30.4. any other relevant information that is or may be necessary for the Data Controller to prepare the notification or to respond to further letters from the competent supervisory authority in relation to the personal data breach.

31.   Annex 3 to the Conditions sets out all the elements to be provided by the Data Processor in assisting the Data Controller in notifying the competent supervisory authority of a personal data breach. If the Data Processor fails to provide to the Data Controller all information about the personal data breach or additional information becomes available at a later date, the Data Processor must, without undue delay, but not later than within 48 hours, submit an additional notification to the Data Controller, indicating any missing information.

32.   The Data Processor shall, at the request of the Data Controller, provide, in addition to the information referred to in point 31 of the Conditions, copies of the documents, unless such documents are confidential, for example, justifying the actions taken, the measures applied or the internal checks carried out and their results.

CHAPTER IX
DATA DELETION AND RETURN

33.   Upon termination of personal data processing services, the Data Processor shall, at the discretion of the Data Controller, delete all personal data processed on behalf of the Data Controller and demonstrate to the Data Controller that it has done so, unless the personal data needs to be retained in accordance with the legislation of the European Union or its Member State.

CHAPTER X
AUDIT AND INSPECTION OF THE DATA PROCESSOR

36.   The processor shall provide the controller with all the information reasonably necessary to demonstrate compliance with the obligations laid down in Article 28 of Regulation (EU) 2016/679 and the Conditions, and shall facilitate and assist with audits, including on-site inspections, carried out by the Data Controller or by any other auditor authorised by the Data Controller. The scope of any on-site inspections will be mutually agreed upon between the parties.

37.   The procedures set out in paragraphs 7 and 8 of Annex 3 to the Conditions shall apply to the Data Controller's audits, including inspections of the Data Processor and the data sub-processors.

38.   The Data Processor shall provide the supervisory authorities which, in accordance with applicable law, have access to the Data Controller's and the Data Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities, or shall carry out any other actions as may be specified by the supervisory authorities, for the purposes of carrying out audits or other inspections. The Parties shall provide the information specified in these Conditions, including the results of audits, to the competent supervisory authorities upon their request.

CHAPTER XI
FINAL PROVISIONS

39.   The Conditions shall enter into force on the date of its signing.

40.   During the period of provision of personal data processing services, the Conditions may not be terminated unless the Parties have agreed to other Conditions governing the provision of personal data processing services.

41.   In the event that the provision of personal data processing services is terminated and the personal data is deleted or returned to the Data Controller in accordance with paragraph 33 of the Conditions and paragraph 4 of Annex 3 to the Conditions, the Conditions may be terminated by written notice of either Party.

42.   Without prejudice to any provisions of Regulation (EU) 2016/679, in the event of a breach by the Data Processor of its obligations under these Conditions, the Data Controller may instruct the Data Processor to temporarily suspend the processing of personal data until such time as the Data Processor complies with these Conditions or the Conditions are terminated. The Data Processor shall immediately inform the Data Controller if, for any reason, it is unable to comply with the Conditions.

43.   The Data Controller shall have the right to terminate the Conditions if:

43.1. the Data Processor materially or persistently breaches the Conditions or its obligations under Regulation (EU) 2016/679;

43.2. the Data Processor does not comply with a binding decision of a court or a supervisory authority in relation to its obligations under the Conditions or Regulation (EU) 2016/679;

43.3. the Data Controller has suspended the Data processor's processing of the personal data in accordance with subparagraphs 43.1 and/or 43.2 of the Conditions and compliance with these Conditions has not been restored within one month.

44.   The Conditions shall prevail over any similar regulations relating to the processing of personal data in other agreements between the Parties.

45.   Each party shall designate a person responsible for the fulfilment of the Conditions.

CHAPTER XII
DETAILS OF THE PARTIES, SIGNATURES

On behalf of the Data Controller: On behalf of the Data Processor:

_____

Annex 1
to Standard Terms and Conditions For
Personal Data Processing Contract

INFORMATION ABOUT THE PROCESSING OF PERSONAL DATA

1.   Information about the processing of personal data:

1.1. Purpose of the processing of personal data by the Data Processor:

For the purpose of performance of the Service Contract, personal data processed by the Data Controller and/or its sets, with which the Data Processor is required to perform data processing operations by automated means, shall be transferred to the Data Processor.

1.2. The processing of personal data by the Data Processor is mainly concerned with (the nature of the processing):

The ability to use the electronic process management system based on cloud services and to store the personal data provided.

1.3. The processing of personal data includes the following personal data:

Name, surname, working position, work e-mail address; and other data as entered by the Controller in its sole discretion.

1.4. The processing of personal data includes the following categories of data subjects:

The Data Controller's employees and other individuals as determined by the Controller in its sole discretion.

1.5. The Data Processor may process personal data on behalf of the Data Controller when the Conditions enter into force. Duration of data processing:

Personal data is processed until the end of the Service Contract.

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INFORMATION ABOUT DATA SUB-PROCESSORS

1. Authorized data sub-processors:

Upon the entry into force of the Contract, the Data Controller shall allow the use of the following sub-processors:

Entity name, name and surname	Company code/date of birth or individual activity number	Registered office address / residency address	Description of data processing
Microsoft Azure		Data Center Location: EU Corporate Office: One Microsoft Way, Redmond, WA 98052	Cloud Hosting and Identity Management
Twilio SendGrid		Data Center: US Corporate Office: 1801 California Street, Suite 500, Denver, CO 80202	Email Service Provider
Brightcove Zencoder		Data Center: US Corporate Office: 281 Summer Street. Boston MA 02210	Video Conversion

Upon the entry into force of the Contract, the Data Controller shall allow the other Party to use the data sub-processors referred to in this Annex to the Contract for the purposes set out in subparagraph 1.1 of Annex 1 to the Contract, in accordance with the requirements of Chapter VI of the Contract. Written authorization of the Data Controller is required to use the aforementioned sub-controllers for the processing of personal data for purposes other than those set out in paragraph 1.1 of Annex 1 to the Contract.

2. Advance notification of the authorisation of sub-processors

Upon notification of a new sub-processor, if Controller has a reasonable objection to any new or replacement sub-processor, it shall notify Processor of such objections in writing within ten (10) working days of the notification and the parties will seek to resolve the matter in good faith.

Processor may choose to: (i) not use the sub-processor or (ii) take the corrective steps requested by Controller in its objection to the use of the sub-processor. If none of these options are reasonably possible within thirty (30) days, and Controller continues to object for a legitimate reason, then either party may terminate the applicable services or the contracts. If Controller does not provide an objection within ten (10) working days, Controller will be deemed to have consented to the sub-processor and waived its right to object

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INSTRUCTIONS ON HOW TO PROCESS PERSONAL DATA

1. Data processing instruction

The Data Processor shall, on behalf of the Data Controller, perform the following actions during the processing of personal data:

Recording in a database and storing the information about processes, including metadata, which includes (but is not limited to) a person's name, surname, working position, work e-mail address, ensuring the necessary conditions for using the functionalities of the Process Management System. The performance of the contracts, order forms and other activities as necessary to provide the services.

2. Security of data processing

The level of protection is established based on:

The level of security must take into account the ability to ensure the ongoing confidentiality, integrity, availability and resilience of data processing systems and services.

The Data Processor shall have the right and must take decisions on the use of technical and organisational security measures to ensure the adequate (and consistent) level of data security.

However, the Data Processor, in any event, shall implement the following measures in agreement with the Data Controller:
   a) Personal data stored in an active (operational) database must be encrypted;
   b) testing must not be performed with real personal data, except when it is unavoidable and reasonably necessary. In these cases, additional organisational and technical security measures (such as pseudonymisation) must be used to ensure the security of real personal data. Cases of testing with real data must be approved by the Data Processor's Vice President of Security and Compliance and the Data Controller's responsible persons;
   c) The Data Processor must ensure the confidentiality, integrity and availability of the data transmitted by the Data Controller. Personal data shall be processed in such a way as to ensure adequate security of personal data through appropriate technical or organisational measures, including the protection of the individual against unauthorised processing, unauthorised processing, accidental loss, destruction or damage;
   d) The Data Processor systems in which the data is processed must be reasonably resistant to malicious code, hacking and other malicious activities;
   e) In its activities, the Data Processor must take into account provisions set out in the relevant versions of the standards ISO 27001 and 27002, SOC2 (or others internationally accepted standards);
   f) The confidentiality of personal data processed over public communications networks must be ensured, for example by means of encryption, a virtual private network, dedicated lines, a secure electronic communications network or other measures;
   g) data transmitted over the Internet between the Data Controller and the Data Processor must be encrypted;

h) secure encryption protocols must be used during transmission, for example: TLS 1.3 or TLS 1.2, asymmetric encryption key length of at least 2048 bits, symmetric key length of at least 128 bits, hash function of at least SHA-2;

i) The confidentiality, integrity and availability of the data must be reasonably ensured during the storage of the data transferred by the Data Controller to the Data Processor. Data Processor shall implement access controls.;

j) The processing sites of the Data Controller transmitted to the Data Processor must be protected in such a way as to ensure the confidentiality, integrity and protection against intentional or accidental destruction or damage;

k) remote access to the Data Controller 's personal data shall be possible only through the use of a legitimate operating system and other software;

l) the latest versions of software shall be used (operating systems, browsers, etc.) or software updates installed;

m) malware protection software must be installed;

n) An encrypted connection (using Transport Layer Secure (TLS) protocols) must be used for connection;

o) A set of IPsec (Internet Protocol Security) protocols must be used in the virtual network;

p) encryption key lengths, encryption key generation algorithms, encryption key exchange protocols, certificate signature encryption algorithms and other encryption algorithms shall be determined taking into account industry standards;

q) reliable and secure user authentication means must be used for Processor's personnel to log in to the Processor's corporate systems, the login password must be required: consisting of letters, numbers and special characters; the systems of the Data Processor proving user authentication must prohibit the storage of passwords (if such functionality is supported), passwords cannot be stored or transmitted in clear text, a maximum number of user attempts to enter the correct password must be set (up to five times) when connecting to the Data Processor's system for the first time the user must be required to change the password (if the system supports such functionality);

3. Assistance to the Data Controller

The processor shall, to the extent possible and taking into account the area and scope of the assistance provided below, assist the Data Controller in implementing the following technical and organisational measures in accordance with paragraphs 26 to 28 of the Conditions:

3.1. ensure the following is observed:

a) the obligation on the Data Controller to notify the State Data Protection Inspectorate of the personal data breach without undue delay and, if possible, within 72 hours of becoming aware of it, unless the breach of personal data would not jeopardize the rights and freedoms of natural persons;

(b) the obligation on the Data Controller to act without undue delay and to inform the data subject of personal data breaches where the personal data breach may pose a serious risk to the rights and freedoms of natural persons;

By assisting the Data Controller, the Data Processor shall help to identify the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of relevant personal data records; the possible consequences of the personal data breach, the measures proposed to the Data Controller to remedy the personal data breaches, including, where appropriate, measures to mitigate the possible adverse effects.

4. Data Retention Period/Data Deletion Procedures

The Data Processor shall store personal data until the expiry of the Service Contract. The retention of personal data under these Conditions shall include data stored in both paper and electronic form at the Data Processor's workplace.

Upon expiration of the personal data retention period or termination of the services, the Data Processor shall, In cases where local laws (in accordance with the legislation of the European Union or its Member State) applicable to the data prohibit return or deletion of the data, the Data Processor will continue to ensure data is processed according to these Conditions, delete the personal data and all available copies of personal data in accordance with Chapter IX of these Conditions, unless the Data Controller has changed the original choice after signing these Conditions. Any changes to these Conditions must be documented and retained in writing, including in electronic form.

If Controller has requested confirmation of the deletion of the personal data, then all notifications and confirmations of the deletion of personal data by the Data Processor must be submitted in writing, no later than within five working days after the request for confirmation of deletion of the data.

5. Place of Data Processing

The processing of personal data under these Conditions may not take place in places other than those listed below without the prior written consent of the Data Controller:

- Microsoft Azure: Cloud hosting and identity management; data center (customer selects): EU
- SendGrid: Email service provider; data center: US
- Brightcove Zencoder: Video conversion; data center: US

6. Instructions for the Transfer of Personal Data to Third Countries or International Organisations

The Data Processor shall not have the right to transfer personal data to a third party, other than as specified in Annex 2, Authorized Sub-processors.

The Processor shall in advance of any such personal data transfer ensure that a legal mechanism to achieve adequacy in respect of that processing is in place, that is, in accordance with Article 46 (1) (c) of the Regulation (EU) 2016/679), personal data transfer will comply with the EU Standard Contractual Clauses Module 2 (European Commission implementing decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Brussels, 4.6.2021) (https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en)

The Processor ensure that the Processor and sub-processors have signed Module 2 of EU Standard Contractual Clauses in their own name and on their own behalf, thereby establishing a legal basis for the transfer and the Processor shall ensure that it has assessed the sub-processors' ability to comply with the Standard Contractual Clauses.

If the Data Controller does not specify so in the Conditions or does not subsequently provide documented instructions for the transfer of personal data to a third country or international organisations, the Data Processor shall not be entitled to carry out such transfer in accordance with these Conditions.

7. Procedures for Audits by the Data Controller of the Data Processor's Processing of Personal Data, including on-site inspections

The Processor shall make available to the Controller such information in Processor's possession or control, if any, and provide all assistance in connection with audits of the Processor's premises, systems and documentation as the Controller may reasonably request with a view to demonstrating Processor's compliance with the obligations of data processors under Regulation (EU) 2016/679 and the Conditions in relation to its processing of Personal Data. The scope of any on-site audit will be mutually agreed upon by the parties. For Services that undergo an external audit or certification, then Processor shall upon request provide to the Controller a copy of the relevant and most recent third-party audit reports or certifications (provided an applicable confidentiality obligation is in place); for Services that are not audited by third-party then such other written documentation as is generally provided by the Processor; and other additional information in Processor's possession or control specifically requested or required by the Supervisory Authority to demonstrate compliance with under Regulation (EU) 2016/679.

The audits and inspections by the Data Controller shall be carried out at the controller's expense and must be:
7.1. limited to matters specifically related to the processing of personal data entrusted by the Data Controller;
7.2. carried out with prior reasonable notice to the Data Processor which may not be less than four weeks, unless the Parties, by a separate agreement, have agreed otherwise;
7.3. carried out in such a way as not to interfere with the day-to-day operations of the Data Processor
7.4. Limited to once per year, unless there is reasonable need for more frequent audits.

8. Procedures for audits, including on-site inspections, of the processing of personal data by sub-processors

In the event of suspicion of improper processing of personal data, the Processor shall promptly contact the sub-processor for information and shall carry out an inspection or otherwise cooperate with the sub-processor and/or the Data Controller to investigate the case of possible improper processing of personal data and to ascertain whether the sub-processor complies with the provisions of the Regulation (EU) 2016/679, the applicable data protection provisions of the European Union or its Member States and the Treaty.

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[i] For the purposes of the Conditions, 'Member State' means a Member State of the European Economic Area.

DETALŪS METADUOMENYS	
Dokumento sudarytojas (-ai)	Valstybės įmonė Registrų Centras
Dokumento pavadinimas (antraštė)	Programinės įrangos nuoma (procesų valdymo sistema) viešojo pirkimo-pardavimo sutartis
Dokumento registracijos data ir numeris	2024-03-29 Nr. ST-70 (5.7 Mr)
Dokumento gavimo data ir dokumento gavimo registracijos numeris	-
Dokumento specifikacijos identifikavimo žymuo	ADOC-V1.0
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	
Parašo sukūrimo data ir laikas	2024-03-27 13:05
Parašo formatas	Trumpalaikio galiojimo (XAdES-T)
Laiko žymoje nurodytas laikas	2024-03-27 13:05
Informacija apie sertifikavimo paslaugų teikėją	RCSC IssuingCA-2
Sertifikato galiojimo laikas	2023-11-17 10:44 - 2028-11-15 10:44
Parašo paskirtis	Registravimas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	
Parašo sukūrimo data ir laikas	2024-03-29 14:54
Parašo formatas	Trumpalaikio galiojimo (XAdES-T)
Laiko žymoje nurodytas laikas	2024-03-29 14:54
Informacija apie sertifikavimo paslaugų teikėją	EID-SK 2016
Sertifikato galiojimo laikas	2023-12-08 10:22 - 2028-12-06 23:59
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	-
Pagrindinio dokumento priedų skaičius	4
Pagrindinio dokumento pridedamų dokumentų skaičius	0
Pridedamo dokumento sudarytojas (-ai)	-
Pridedamo dokumento pavadinimas (antraštė)	Contract 1 annex - Technical specification.docx
Pridedamo dokumento registracijos data ir numeris	-
Pridedamo dokumento sudarytojas (-ai)	-
Pridedamo dokumento pavadinimas (antraštė)	Contract 2 annex - Tender bid.xlsx
Pridedamo dokumento registracijos data ir numeris	-
Pridedamo dokumento sudarytojas (-ai)	-
Pridedamo dokumento pavadinimas (antraštė)	Contract 3 annex - Agreement regarding Processing of Personal Data).docx
Pridedamo dokumento registracijos data ir numeris	-
Pridedamo dokumento sudarytojas (-ai)	-
Pridedamo dokumento pavadinimas (antraštė)	Nintex UK - Power of Attorney (Fx).pdf
Pridedamo dokumento registracijos data ir numeris	-
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	Elpako v.20240213.2
Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)	Tikrinant dokumentą nenustatyta jokių klaidų (2024-04-11)
Elektroninio dokumento nuorašo atspausdinimo data ir ją atspausdinęs darbuotojas	2024-04-11 nuorašą suformavo
Paieškos nuoroda	-
Papildomi metaduomenys	-

Nuorašas tikras