



ORDER FORM DETAILS

Order Form Reference: ON-0983027

Order Form Date: 2 December 2025

Agreed Terms

This Order Form has been entered into by the following Parties and, together with the terms set out below (referred to as the “**Terms and Conditions**”), forms a legally binding agreement between the Parties (the “**Agreement**”).

Order Parties

Customer	
Company Name	Lithuanian Research library consortium
Company No.	
Shipping Address	Saulėtekio Ave. 14 Vilnius LT-10223 Lithuania
Billing Address	Saulėtekio Ave. 14 Vilnius LT-10223 Registered in Lithuania No.125712273 Lithuania
Email	@vilniustech.lt

Supplier	
Company Name	Pharma Intelligence U.K. Limited
Company No.	13787459
Registered Address	3 More London Riverside, London SE1 2AQ

Definitions

In this Order, definitions used in the Agreement are adopted and shall have the same meanings. Any further defined words and expressions shall have the meanings given to them in this Order only.

Currency: EUR

Governing Law and Jurisdiction

This Order and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) will be governed by, and construed in accordance with, the laws of Lithuanian.

Each Party irrevocably agrees that the courts of Lithuanian will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Order or its subject matter or formation.

OFFERINGS

Offering	Offering Type	Offering Details	Term	# of Authorized Users
Human Anatomy & Physiology	Licensed Product - Subscription	N/A	31 Dec 2025 to 30 Dec 2028	Site
3D Atlas of Human Anatomy	Licensed Product - Subscription	N/A	31 Dec 2025 to 30 Dec 2028	Site

Primal's Quizzing Module	Licensed Product-Subscription	N/A	31 Dec 2025 to 30 Dec 2028	Site
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Offering	Offering Type	Offering Details	Term	# of Authorized Users
			Total Fees (excluding VAT)	€29,419.91

Payment Details

Payment Schedule	Payment Terms	First Invoice Date	PO required (y/n)
Annual	60 days	10 Dec 2025	No

No later than by 10 December 2025 the Supplier shall issue to the Customer the first invoice in the amount indicated in Annex 1 (The Tender) as payable for the year 2026. If the Supplier fails to issue the invoice to Customer at a fixed date, it shall be considered that the Supplier has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as terminated. In such case the Supplier shall lose his right to the reimbursement of any losses.

The Supplier shall submit other invoices on the dates agreed between the parties by email. If the submission of the invoice on the agreed deadlines is overdue, it shall be considered that the Supplier has refused to provide the service for that particular year and the Agreement shall be terminated. In such case the Supplier shall lose his right to the reimbursement of any losses.

Annex 1 specifies the Total Fees inclusive of VAT, calculated using the 5 percent VAT rate currently applicable in Lithuania. If the applicable Lithuanian VAT rate on the services under this Order Form changes during the Term, the Total Fees shall be adjusted so that the net amount payable to the Supplier, exclusive of VAT, remains unchanged.

Miscellaneous: In the event of any inconsistency or conflict between the Order Form, the Terms and Conditions, any provision of this Agreement, or its Annexes, Annex 1 (the Tender) shall take precedence and prevail, except with respect to clause pertaining to Payment Details specified in the Order Form, which shall govern notwithstanding any conflicting provisions in Annex 1 or the Terms and Conditions.

The Agreement shall automatically terminate upon the Customer's prior notice to the Supplier of the opt-out, before the start of the next subscription year. It will be effective at the commencement of the next calendar year.

The parties acknowledge that any amendments to this Agreement shall be in writing, signed by both parties and subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania. For avoidance of doubt, the requirement for the Customer to have insurance is not applicable.

PERMITTED USE(S)	
The following are considered "Permitted Uses" under this Order Form. All other uses not provided for herein are excluded.	
Internal Use	Information made available through the Licensed Product(s) may be displayed, reformatted and distributed internally within Customer's organization only in insubstantial portions for research and related work in the ordinary course of Customer's business; provided, however, that, unless otherwise expressly indicated below, the Licensed Product(s) and the underlying data in the Licensed Product(s) may not be used for automated data mining or in connection with or to develop or train any third party technology, artificial intelligence or machine learning, algorithms, or models.

OFFERING SPECIFIC PERMITTED USE(S)
The following are considered "Permitted Uses" under this Order Form. If an Offering has specific Permitted Use(s) then those Permitted Use(s) apply only that specific Offering and no other Offering.

<p>Permitted Use for Human Anatomy & Physiology and 3D Atlas of Human Anatomy</p>	<p>Customer and its Authorized Users may, for the sole purpose of non-commercial research, teaching, private study and to support clinical practice such as patient evaluation, diagnosis and treatment: (i) access and use the Licensed Product(s) via Supplier's secure network (whether in hard copy, electronic data storage or other electronic form and regardless of the means of access or delivery; (ii) download, print and/or store one copy only of individual images or documents for their own use; (iii) print a limited and insubstantial portion ("Extract") of the Licensed Product(s); (iv) download and make a digital copy of Extracts; (v) incorporate Extracts in printed or digital course packs and other educational materials; (vi) incorporate Extracts on Customer's internal learning management system or Customer's intranet; (vii) use Extracts in essays examinations, presentations, academic educational works and patient education works; and (viii) course packs in nonelectronic non-print perceptible form, such as audio or braille, may also be offered to Authorized Users who, in the reasonable opinion of Customer, are visually impaired. Customer's and its Authorized Users' use of the Licensed Product(s) or Extracts shall at all times carry appropriate acknowledgement of the source of the Licensed Product(s) or Extract and contain Customer's copyright notice.</p>
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Offering Specific Terms: Primal Pictures

Authorized Users. As specified in Annex 2

ORDER FORM EXECUTION

By signing both parties accept, and agree to be bound by, this Order.

For Lithuanian Research library
consortium

For Pharma Intelligence U.K. Limited

DocuSigned by:
[Signature]

DocuSigned by:
[Signature]

Authorized Signature

Authorized Signature

Print Name
President

Print Name

Job title
05/12/2025

Job Title Sales Director

Date

Date 12/8/2025

TERMS AND CONDITIONS

1 LICENSED PRODUCTS

- 1.1 License Grant. Subject to Customer complying with the terms of the Order Form and this Agreement, Supplier hereby grants to Customer a non-exclusive, worldwide, revocable, non-transferable (except as otherwise provided for in the Assignment clause) and non-sub-licensable (except as expressly provided for in a Permitted Use) license to permit the Authorized Users to use the Licensed Products identified in the Order Form for the Order Term solely for Customer's internal business purposes and for the specific use cases set out in the Order Form (each a "Permitted Use"). "Authorized Users" means those employees of Customer or Independent Contractors who are authorized to use the Licensed Product in accordance with the terms of the Order Form. "Independent Contractor" shall mean an individual that is: (i) a temporary employee (not from a consulting firm) or an independent contractor in a staff augmentation role, and if employed by a consulting firm which provides services using Supplier's Offerings is engaged by Customer solely for staff augmentation purposes and not to provide any project deliverables; (ii) under Customers' direct supervision and control; (ii) accessing the Licensed Product(s) data on Customer-provided computer systems and network IDs; and (iii) only performing services for Customer and no other parties. Customer will notify Supplier of the names and email addresses of any Contractors who are Authorized Users by email to tpa@norstella.com. For the avoidance of doubt, Licensed Products includes subscription products, data products and software-as-a-service ("SaaS") products that may be identified in an Order Form.
- 1.2 Terms Applicable to Licensed Products. Customer will:
- (a) ensure that each Authorized User maintains a secure password, and keeps it confidential;
 - (b) use all reasonable endeavours to prevent any unauthorized access to, or use of, the Licensed Product and, in the event of any such unauthorized access or use, promptly notify Supplier in writing;
 - (c) ensure that each Authorized User is aware of the terms of the Order Form;
 - (d) ensure that Authorized Users appropriately cite and credit Supplier as the source in a format agreed with Supplier if they quote and excerpt data obtained from the Licensed Product as permitted by a Permitted Use; and
 - (e) be liable for all acts and omissions of each Authorized User.
- 1.3 Unauthorized Technology. Unless expressly permitted elsewhere in the Agreement or as expressly provided for in an Order Form for the relevant Licensed Product, Customer must not, and will procure that each Authorized User will not and will not attempt to: (i) introduce any malicious software into Supplier IP or network; (ii) run or install any computer software or hardware on the Licensed Products; (iii) except to the extent incapable of exclusion or restriction under applicable law de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form or attempt to derive source code from all or any part of the Licensed Product; (iv) use any API, the content returned from usage thereof and/or other engines, software, tools, devices or robots, to "scrape", "crawl", "spider", build databases or otherwise create copies of such content, or keep cached copies of such content longer than the Order Term; or (v) access, store, distribute or transmit material that is defamatory, obscene, offensive, discriminatory or illegal or causes damage or injury to any person or property.
- 1.4 License Restrictions. Unless expressly permitted by this Agreement or an Order Form, Customer will not, and will procure that each Authorized User will not, as a condition of the license granted by Clause 1.1 (License Grant):

- (a) use the Licensed Products to create or assist any third party to create, directly or indirectly, a Licensed Product and/or service that competes with Supplier or Supplier's Affiliates or, where applicable, any software application containing functionality the same as or similar to the functionality of a Licensed Product of Supplier or Supplier's Affiliates;
- (b) use the Licensed Products for any activity that violates any law or regulation, or in such a way that infringes any third party rights;
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, create derivative works based on or otherwise exploit, or otherwise make available, a Licensed Product to any third party except to the Authorized Users on the basis set out in this Agreement;
- (d) publish information derived from the Licensed Product(s), use any data contained in the Licensed Product(s) for viewing or presentation purposes to any third party or distribute or sell any viewing or presentation software designed to access the information in the Licensed Product, or attempt to obtain, or assist third parties in obtaining, access to a Licensed Product;
- (e) use the Licensed Product(s) and the underlying data in the Licensed Products for automated text or data mining, indexing of the Licensed Products or in connection with or to develop or train on any third party technology, artificial intelligence or machine learning, algorithms, or models; or
- (f) use the Licensed Products other than strictly in accordance with the Permitted Use(s).

1.5 *Effect of Breach of License Restrictions.* Supplier reserves the right to suspend Customer's access to a Licensed Product at any time if Supplier has reasonable cause to believe that Customer has threatened breach or is in breach of any Order Form or this Agreement.

1.6 *Discontinuation of or Changes to Licensed Products.* Supplier may discontinue a Licensed Product at any time on at least thirty (30) days' prior written notice and in this event Customer's sole remedy will be a pro rata refund of the Fees for the discontinued Licensed Product. Supplier may modify the Licensed Product(s) from time to time and will use reasonable efforts to notify Customer of material changes. If Supplier changes the fundamental nature of a Licensed Product, Customer may terminate its subscription to that Licensed Product only by giving 14 days' written notice to Supplier, in which case Supplier will provide a refund calculated on a pro rata basis. This Clause 1.6 (Discontinuation of and Changes to Licensed Products) shall constitute Supplier's entire liability and Customer's exclusive remedy for the discontinuation of or changes to the Licensed Product.

1.7 *Change in Customer's Business.* Customer acknowledges that with an enterprise-wide or site-wide license, the Fees have been calculated based on an anticipated number of Authorized Users at the date of the Order Form. Customer will promptly notify Supplier in writing if a corporate transaction or event has occurred or is likely to occur which will lead to an increase in the number of Authorized Users (a "**Corporate Event**"). Following such notification, Supplier may offer Customer an opportunity to increase the number of Authorized Users with respect to the relevant Licensed Product in order to accommodate the use of the Licensed Product by those additional employees of Customer or its Affiliates who Customer wishes to use the Licensed Products as a result of the Corporate Event ("**New Users**") (such offer being a "**Revised Subscription Offer**"), subject to the payment of an increased Fee with respect to the relevant Licensed Product ("**Extension Fee**"). Customer may at its discretion:

- (a) accept the Revised Subscription Offer, in which case Customer will pay the Extension Fee and New Users will be deemed to be Authorized Users under the Order Form; or

- (b) reject the Revised Subscription Offer, in which case New Users will not be deemed to be Authorized Users under the Order Form and will have no right to use the relevant Licensed Product for any purpose.

1.8 APIs, Data Feeds and Snowflake. If the Licensed Product is accessed through an API, data feed or Snowflake, the following will apply:

- (a) the Licensed Product will include any source code, executable application and/or other materials Supplier makes available to Customer along with the Licensed Product together with any user instruction manuals, guidelines and protocol;
- (b) Customer will, at its cost and expense, be solely responsible for developing, operating, maintaining and repairing the applications, platforms and systems (collectively, "**Customer Systems**") necessary to utilize and interact with the API, data feed or Snowflake data shares. Supplier has no liability or obligation whatsoever with respect to Customer Systems;
- (c) Customer will, and will direct, instruct and cause all Authorized Users to, comply with and adhere to the documentation in connection with its access to and usage of the API, data feed or Snowflake.
- (d) in order to access the data via an API, data feed or Snowflake, Customer is responsible for obtaining appropriate credentials ("**Credentials**"). Where Credentials have been provided by Supplier, Supplier may cancel or suspend Credentials if Customer breaches this Agreement;
- (e) notwithstanding anything herein to the contrary, Customer will not be permitted to terminate this Agreement where its failure to access the Licensed Product(s) results from the inability of Customer Systems to utilize or interact with the API or the inability of Snowflake to access the data share;
- (f) Supplier may make additions, changes and/or other modifications to an API ("**API Modifications**") during the Order Term provided, that API Modifications do not materially diminish the functionality of the API (as described in the API documentation);
- (g) Supplier may from time to time obsolete a prior version of the API ("**Prior API Version**") on at least two hundred seventy (270) days' prior notice following the general availability of a new version thereto ("**New API Version**"). Supplier will have no obligation or liability whatsoever (specifically including any support or maintenance obligations) to Customer with respect to the Prior API Version on expiration of such notice period, and Customer's right to access and use the Prior API Version will automatically terminate one hundred eighty (180) days after expiration of such notice period; an
- (h) Customer will, at its cost and expense, be solely responsible for making any necessary additions, changes and/or modifications to Customer Systems due to API Modifications and/or a New API Version.

1.9 Related Product(s). Access to a Licensed Product may require Customer to have an active subscription to a Related Product, if specified in an Order Form. If Customer ceases to have a subscription to the Related Product, Supplier reserves the right to suspend Customer's access to the relevant Licensed Product. If access to a Licensed Product is suspended under this paragraph, no refund will be payable to Customer for any period during which access is suspended

1.10 Third Parties. If Customer wishes to provide access to any third party, it must make a request in writing to Supplier. Any third party access will only be granted in Supplier's sole discretion.

2 MARKET RESEARCH

- 2.1 Performance of Market Research. Where an Order Form provides that Supplier will provide Market Research (each a “**Market Research Program**”), Supplier will:
- (a) advise any respondents to a Market Research Program that Supplier does not wish to receive any information that identifies any patient receiving products or services of Customer or its Affiliates; and
 - (b) upon conclusion of the Market Research Program deliver the final report or document generated as a result of the Market Research Program to Customer (the “**Results**”).
- 2.2 License to Results. To the extent permitted by law, and subject to Supplier’s ownership of any Supplier IP incorporated in the Results, all right, title and interest in and to the Results of the Market Research Program will vest in Customer.
- 2.3 License to Supplier IP. To the extent that the Results incorporate Supplier’s IP, Supplier hereby grants to Customer a non-exclusive, non-transferable, perpetual, worldwide license to use its Supplier IP solely to facilitate Customer’s use of the Results.
- 2.4 Changes. Either Party may request to change any aspect of the Market Research Program, provided that no change will take effect unless and until such change has been agreed in writing and signed by both Parties.
- 2.5 Market Research Program Honoraria. Supplier will pay honoraria to HCPs or Other Relevant Parties consistent with Fair Market Value (the “**Market Research Program Honoraria**”). With respect to the Market Research Program Honoraria:
- (a) the Market Research Program Honoraria will not be construed under any circumstances as an obligation or inducement for HCPs to refer patients, if any, to any products manufactured or distributed by Customer or to order for patients any product manufactured or distributed by Customer;
 - (b) upon written request by Customer (such request not to be made more than once per calendar year), Supplier will:
 - (i) report to Customer the amount of any fees being paid to HCPs so that Customer can independently verify FMV; or
 - (ii) report to Customer the amount of any fees being paid to HCPs as well as the details behind Supplier’s assessment of FMV that Customer can rely on.
 - (c) For purposes of this Agreement:
 - (i) “**Fair Market Value**” (or “**FMV**”) means the remuneration consistent with the amounts paid for the services performed by similarly qualified person in arms-length transactions, based upon industry standards and evaluations and is not determined in any manner that takes into account the volume or value of any referrals or business otherwise generated by HCPs for Customer or as an inducement to generate any business revenues for Customer except as otherwise provided for in a SOW;
 - (ii) “**Healthcare Professional**” (or the “**HCP**”) refers to physicians, physician assistants, nurses, nurse practitioners, pharmacists, medical assistants, and other medical professionals involved in patient care; and
 - (iii) “**Other Relevant Parties**” refers to (a) scientists or others who, because of their professional reputations may have an influence on clinical opinions, even though they do not prescribe pharmaceutical products, and (b) others who can influence the purchase and/or prescribing of Customer products, including group purchasing organizations, pharmacy benefit managers, managed care

organizations, and other entities who arrange for the provision of healthcare services, such as, home healthcare agencies.

3 SERVICES

- 3.1 Performance of Services. Where an Order Form provides that Supplier will provide Services to Customer, Supplier will perform such Services identified on the Order Form.
- 3.2 Use of Deliverables. Supplier will not distribute any deliverables to any third party without the prior written consent of Customer. Supplier may use any and all underlying information or data generated or produced by Customer in connection with its performance of the Services or the preparation of any deliverables.
- 3.3 Licensed Deliverables. Supplier hereby grants to Customer a non-exclusive, non-transferable, revocable, worldwide license to use the relevant data, reports, documents, work product, and other materials that are delivered to Customer under the Order Form in the course of performing the Services (“**Licensed Deliverables**”) for the term identified in an Order Form;
- (a) solely for Customer’s internal business purposes and for the Permitted Use set out in the Order Form; and
 - (b) subject to the restrictions and requirements in Clause 1 (Licensed Products) (to the extent that the Licensed Deliverables include data from Licensed Product(s)).
- 3.4 Customer Owned Deliverables. Where an Order Form expressly provides that Supplier will deliver a Customer Owned Deliverable as part of the Services (each a “**Customer Owned Deliverable**”):
- (a) Supplier assigns, immediately upon creation, to the Customer all right, title and interest in and to any such Customer Owned Deliverable; and
 - (b) Supplier agrees that for the purposes of United States copyright laws, any items identified as a Customer Owned Deliverable will be considered a “work made for hire” and that Customer is and will be the author of the Customer Owned Deliverable and the initial owner of the copyright in the Customer Owned Deliverable.

To the extent that any Third Party Data is incorporated in a Customer Owned Deliverable, the terms of the License set out in clause 3.3 (Licensed Deliverables) and the restrictions set out in clause 7 (Third Party Terms) will apply to that Third Party Data.

4 CUSTOMER DERIVED DATA.

- 4.1 Customer may, during the term of the Licensed Product for the Permitted Use(s) as defined in the Order Form, use the data contained within the Licensed Product in order to create Customer Derived Data. “**Customer Derived Data**” shall mean all notes, analyses, compilations, forecasts, studies, interpretations, derivations, marketing plans, operational strategies, and other documents created by Customer or on behalf of Customer which reflect, or are based upon, in whole or in part, any Licensed Product data provided, in connection with Customer’s use of the Licensed Product as permitted under the terms of the Agreement and Order Form, as a result of processing, changing, converting, or calculating such data. Customer Derived Data must not: (i) contain the Licensed Product data in whole or in part; (ii) bear resemblance to the Licensed Product(s); (iii) be capable of being reverse engineered, disassembled or decompiled such that a third-party, may access the Licensed Product or the data obtained from the Licensed Product from Customer Derived Data; (iv) be used in a manner which could be a substitute for the Licensed Product(s) provided by Supplier; and (v) be used in whole or in part in a manner which competes with Supplier or its Affiliates.

5 CUSTOMER OBLIGATIONS

5.1 Customer Requirements. Customer will:

- (a) co-operate with Supplier in all matters related to the provision of Offerings under an Order Form and provide such assistance and resources as will be reasonably necessary to facilitate the timely provision of the Offerings by Supplier; and
- (b) carry out all Customer responsibilities referred to in the Order Form (or otherwise agreed by the Parties in writing) in a timely manner and by any specific dates set out in that Order Form.

5.2 Fees. Customer will pay all Fees and other agreed charges, disbursements and other expenditure in accordance with Clause 6 (Fees and Payment). Customer will be responsible for all costs of any testing and onboarding requirements not set out in an Order Form.

5.3 Customer Materials. Customer will deliver to Supplier, in accordance with the delivery terms set out in the Order Form, all data, documentation, information, works, and/or materials (including any data input in a Licensed Product by Authorized Users) (the "**Customer Materials**") agreed in the Order Form or otherwise necessary for the provision of any Offerings by Supplier. Customer will have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Materials.

5.4 Customer Instructions. Supplier will be entitled to rely on all information and instructions provided by or on behalf of Customer as being complete, accurate and up to date.

5.5 Relief Events. To the extent any act or omission of Customer (or those for whom it is responsible) prevents Supplier from performing, or delays Supplier's performance of, its obligations under this Agreement or any Order Form ("**Relief Event**"), Supplier will be relieved of such obligations to Customer, and in these circumstances Supplier: (i) will not be liable for any Losses incurred by Customer as a result of any such Relief Event; and (ii) may charge Customer any additional costs and expenses that it incurs as a result of such Relief Event.

6 FEES AND PAYMENT

6.1 Invoicing. Supplier will submit invoices for the fees as set out in an Order Form (the "**Fees**") and any agreed expenses to Customer in accordance with the Order Form.

6.2 Payment. Customer will pay the Fees and agreed expenses, together with all applicable tax, set out in an invoice submitted by Supplier no later than thirty (30) days from the date of that invoice (or by such other date as stated in the Order Form). Customer will verify any request to change payment details with Supplier prior to updating any bank account or other payment details.

6.3 Disputes. Customer must raise any invoice disputes within fourteen (14) days. Any undisputed sums must be paid in accordance with the terms of the invoice. In the event of a disputed invoice, Customer shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. In the event the Parties are unable to resolve such dispute within ninety (90) days, either Party may pursue any remedy available at law or in equity to enforce its rights hereunder.

6.4 Late Payment. Without prejudice to the provisions of Clause 14 (Termination), if an undisputed invoice is unpaid by the due date, then Supplier may, at its option and without prejudice to any other remedy at any time after payment has become due:

- (a) suspend the provision of any Offering to Customer until the relevant invoice has been paid in full; and

- (b) charge interest on any overdue amounts from the due date until and including the date of actual payment, after as well as before judgement, accruing on a daily compound basis, at the rate of 3% per annum above the base rate for the time being of Barclays Bank plc.

- 6.5 Set-off. Customer will pay Supplier the Fees in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of applicable tax as may be required by applicable law), together with any agreed expenses and any applicable tax due on the Fees.
- 6.6 Tax. The Fees are stated exclusive of tax, and Customer will be solely liable for all applicable tax. If any withholding tax is payable on any amount payable to Supplier under an Order Form, Customer will be responsible for paying such additional amount as will ensure that, after payment of the withholding tax, Supplier receives an amount equal to that which would otherwise be payable under that Order Form.
- 6.7 Fees for Renewal Term and Multi Year Order Forms. The Fees payable for the provision of a Offering in each Renewal Term will be the standard Supplier rates then in effect for the relevant Offering, as notified by Supplier to Customer on or before the commencement of each Renewal Term. Supplier's standard rates are based on customer segments. If an Order Form has a term of more than one year and there is a change to Customer's customer segment during the term, Supplier reserves the right to increase pricing for that Order Form on each anniversary of the commencement date by prior written notice, based on Supplier's standard rates for Customer's new customer segment.

7 THIRD PARTY TERMS

- 7.1 Third Party Terms. Supplier may provide data obtained from third party providers to Customer together with, or incorporated into the Offerings ("**Third Party Data**"). Third party providers may impose additional restrictions on usage of the Third Party Data, and Customer's use of Third Party Data is subject to any applicable terms at <https://www.norstella.com/third-party-terms/> ("**Third Party Terms**"), which may be modified from time to time as required by our third party data providers. Supplier will provide notice of any material changes to the terms to Customer. If any Third Party Terms conflict with this Agreement, the Third Party Terms control with respect to the Third Party Data to which they apply. Supplier may substitute any Third Party Data licensed to Customer with different data containing materially similar functionality.

8 INTELLECTUAL PROPERTY

- 8.1 Reservation of Rights. Each Party acknowledges and agrees that:
 - (a) All Intellectual Property Rights generated or developed by and/or licensed to a Party before entering into this Agreement ("**Background IP**") is and shall remain the exclusive property of that Party (or, where applicable, the third party from whom its right to use the Background IP has derived);
 - (b) Supplier, a Supplier Affiliate or their third-party licensors owns all right, title, and interest to the Licensed Products and Deliverables (excluding Customer Owned Deliverables) including any updates, upgrades, enhancements, modifications, changes, improvements, bug fixes, implementation or configuration thereof;
 - (c) Customer, a Customer Affiliate or their third-party licensors owns all right, title, and interest to Customer Materials and Customer Derived Data including any, updates, upgrades, enhancements, modifications, changes, improvements, bug fixes, implementation or configuration thereof; and
 - (d) nothing in an Order Form will operate to assign any intellectual property rights from one Party to the other Party unless expressly set out in this Agreement or an Order Form.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), image rights, know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 8.2 License of Customer Materials. Customer hereby grants Supplier a paid-up, non-exclusive, non-transferable right to use, copy and modify Customer Materials as necessary to perform the Offerings under the Order Form.
- 8.3 Knowledge. Customer acknowledges that Supplier may freely use its general knowledge, skills and experience, including knowledge, skills and experience gained by it while providing the Offerings to Customer, provided it does not use Customer’s Confidential Information.
- 8.4 Feedback. Customer may provide feedback from time to time in relation to the Offering, including identifying potential errors, improvements, enhancements, modifications or bug fixes. Feedback may be used by Supplier to improve or enhance its offerings and, accordingly, Customer grants Supplier a perpetual license to use and otherwise exploit that feedback without restriction.

9 CONFIDENTIALITY

- 9.1 Confidentiality Obligations. Each Party will hold the other Party’s Confidential Information in confidence and will not make the other’s Confidential Information available to any third party or use the other Party’s Confidential Information for any purpose other than as strictly necessary to perform its obligations under an Order Form or this Agreement. Each Party shall take reasonable security precautions (at least as comprehensive as the precautions the receiving Party takes to protect its own confidential information) to keep confidential the Confidential Information. **“Confidential Information”** means any private, secret and/or confidential information which is disclosed by either Party under or in connection with this Agreement or an Order Form (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such), excluding information that: (a) is or becomes publicly known other than through any act or omission of the receiving Party; (b) was in the other Party’s lawful possession before the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party, which independent development can be shown by written evidence. For the avoidance of doubt, Supplier Confidential Information includes the Licensed Products and all algorithms, data and other content embodied in or delivered by Supplier with the Licensed Products, Services, Deliverables and Market Research Programs. Except as provided by an SOW: (x) all data and other information Customer provides for Supplier’s use in providing the Offerings will be the Confidential Information of Customer, and (y) the content of any Results and Customer Owned Work Product will be the Confidential Information of Customer.
- 9.2 Permitted Disclosure. Subject to any restrictions in an Order Form relating to any Offerings, the receiving Party may disclose the Confidential Information to its officers and employees, its Affiliates and the officers and employees of its Affiliates, in each case who need to know such information (**“Representatives”**) provided that the receiving Party:
- (a) informs those Representatives of the confidential nature of the Confidential Information before it is disclosed; and

- (b) procures that those Representatives comply with the terms of this Agreement as if they were the receiving Party.

The receiving Party will be liable for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

- 9.3 Mandatory Disclosure. The receiving Party may disclose Confidential Information to the minimum extent that it is required by any applicable laws, rules, requirements, or regulations or directions of any statutory or regulatory authority, any recognised stock exchange or an order of court or tribunal, provided that (to the extent permitted by law) it will, to the extent permitted by law, use all reasonable endeavours to give the other Party as much notice of this disclosure as possible. If a Party is unable to inform the other Party before Confidential Information is disclosed, it will, to the extent permitted by law, inform the other Party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

10 DATA PROTECTION

- 10.1 Data protection obligations. The following clause will apply: <https://www.norstella.com/customer-data-protection-terms/>

11 WARRANTIES AND DISCLAIMERS

- 11.1 Customer warranty. Customer warrants that:

- (a) it will comply with applicable law at all times;
- (b) it will obtain and maintain all necessary licenses, consents and permissions necessary for Supplier to perform its obligations under this Agreement;
- (c) the use of Customer Materials by Supplier in accordance with the terms of the Order Form will not infringe the intellectual property rights of any third party; and
- (d) if applicable, Customer Materials have been de-identified in accordance with all applicable laws, including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”).

- 11.2 Supplier warranty. Supplier warrants that:

- (a) it will comply with applicable law in provision of the Offerings at all times;
- (b) use reasonable skill and care in its performance of the Offerings;
- (c) use all reasonable endeavours to meet any agreed delivery times for the provision of the Offerings;
- (d) the use of the Offerings by Customer in accordance with the terms of the Order Form will not infringe the intellectual property rights of any third party;
- (e) it has the right to license the rights granted under this Agreement and has obtained any all necessary permissions from third parties to license the Licensed Product;
- (f) neither Supplier nor any person or entity employed or engaged by it, including its officers, employees or agents who provide services under this Agreement (collectively “Personnel”) are:
 - (i) excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. Sec. 1320a-7b or from federal procurement or nonprocurement activities as defined in Executive Order 12689 (collectively “Ineligible”);

- (ii) debarred under the Generic Drug Enforcement Act of 1992, 21 U.S.C. Sec. 335(a), as amended, or any similar state law or regulation (collectively “**Debarred**”); or
- (iii) convicted of a criminal offense that falls within the ambit of 42 U.S.C. Sec 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible (“**Convicted**”),

and if Supplier becomes aware that any of its Personnel become Ineligible, Debarred or Convicted during the Term of this Agreement, Supplier will promptly remove the Ineligible, Debarred, or Convicted Personnel from responsibility for, and involvement with, the Offerings provided or performed under this Agreement.

- 11.3 Disclaimers. Supplier does not warrant that any Offering will necessarily meet Customer’s specific requirements, or be suitable or reliable for any trading, investment, medical (including but not limited to medical diagnosis, claims payment, or treatment) or commercial decisions by Customer, and/or be fit for any particular purpose other than those made clear in the Order Form. Supplier does not warrant that Customer’s use of an Offering will satisfy or ensure compliance with any legal obligation. The Offerings are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill and professional judgement of Customer and should not be used as a substitute for professional medical advice.
- 11.4 Machine Learning and Artificial Intelligence. Certain of Supplier’s Offerings include machine learning or artificial intelligence functionality which is identified within the Offering (“**Supplier AI Tool**”). Given the nature of machine learning and artificial intelligence, Customer should not rely solely on the output of any Supplier AI Tool. Customer is responsible for evaluating the output of any Supplier AI Tool for accuracy and appropriateness for Customer use case, including using human review as appropriate.
- 11.5 Implied warranties. Except as provided in the Order Form, all warranties, representations, terms and conditions of any kind whatsoever whether implied by statute, common law or otherwise are, to the fullest extent permitted by applicable law, excluded from an Order Form. The Offerings are provided by Supplier to Customer on an “as is” basis.

12 INDEMNITIES

- 12.1 Supplier Indemnity. Supplier will indemnify, defend, and hold harmless Customer and its Affiliates from and against any and all liabilities, costs, expenses, damages and losses (including fines, awards and all reasonable legal costs) (“**Losses**”) that the Customer or its Affiliates may suffer or incur arising from or related to any third party claim that Customer’s use of any Supplier IP, Licensed Product, Service, or Deliverable in accordance with this Agreement or any Order Form, infringes the intellectual property rights of that third party.
- 12.2 Customer Indemnity. Customer will indemnify, defend, and hold harmless Supplier and its Affiliates from and against any and all Losses that Supplier or its Affiliates may suffer or incur arising from or relating to any third party claim: (a) that Supplier’s use of Customer Materials in accordance with the terms of the Order Form infringes the intellectual property rights of a third party; and/or (b) relating to Customer’s use of any Supplier IP, Licensed Product, Service, or Deliverable other than in accordance with the Permitted Use and/or in breach of any applicable law.
- 12.3 Exclusions. This Clause 12 (Indemnities) will not apply to any third-party claim in respect of: (a) any use by, for, or on behalf of, Customer of the Supplier IP, Licensed Product, Service, or Deliverable in combination with any item not supplied pursuant to the Order Form; or (b) any modification carried out by, for, or on behalf of, Customer to any Supplier IP, Licensed Product, Service, or Deliverable provided by Supplier, if such modification is not Authorized by Supplier in writing.

- 12.4 **Conduct of Indemnity Claims.** Where a Party (“**Indemnifying Party**“) indemnifies the other Party (“**Indemnified Party**“) under Clauses 12.1 (Supplier Indemnity) or 12.2 (Customer Indemnity) above, the Indemnified Party will: (a) promptly give the Indemnifying Party notice in writing and reasonable particulars of the claim; (b) give the Indemnifying Party express authority to conduct all negotiations and litigation and/or settle that claim; (c) provide the Indemnifying Party with all information and assistance in relation to that claim as the Indemnifying Party may reasonably require (at the Indemnifying Party’s cost and expense); and (d) not make any admission of liability, settlement or compromise without the prior written consent of the Indemnifying Party.
- 12.5 **Effect of Claim.** If an indemnity claim is made by Customer under Clause 12.1 (Supplier Indemnity), or Supplier anticipates that such a claim might be made, Supplier may, at its own expense and sole option, and as Customer’s sole remedy with respect to such claim, either:
- (a) procure for Customer the right to continue using the part of Supplier IP, Licensed Product, Service, or Deliverable which is subject to the claim; or
 - (b) replace or modify, or procure the replacement or modification of, such Supplier IP, Licensed Product, Service, or Deliverable.

13 LIABILITY AND INSURANCE

- 13.1 **Liability that Cannot be Excluded.** Nothing in this Clause 13 (Liability and Insurance) will exclude or limit any liability for death or personal injury caused by negligence, or for fraud, gross negligence or any matter for which it would be unlawful to exclude liability under applicable law.
- 13.2 **Excluded Liability.** Subject to Clause 13.1 (Liability That Cannot be Excluded), a Party will not be liable under or in relation to an Order Form in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or in any other cause of action for the following types of loss, which are wholly excluded:
- (a) loss of profits, loss of agreements or contracts, loss of sales or business, loss of anticipated savings, loss arising out of actual or alleged patent infringement, loss of use or corruption of software, data and/or information, loss of goodwill and/or reputation, and/or punitive, special or flagrant damages; or
 - (b) any special, indirect, consequential, or punitive losses in any case, whether or not such losses were within the contemplation of the Parties at the date of signature of an Order Form or were suffered or incurred in connection with the performance of an Order Form.
- 13.3 **Aggregate Liability Cap.** Subject to Clause 13.1 (Liability That Cannot be Excluded), the aggregate liability of each Party for any and all Losses in relation to each Order Form and/or this Agreement (howsoever arising and including as a result of breach of contract, tort (including negligence) or statutory duty) will not exceed the aggregate fees paid or payable under all Order Forms under this Agreement in respect of the twelve (12) month period immediately preceding the date on which the event giving rise to the relevant Losses were incurred.
- 13.4 **Equitable Relief.** The Parties agree that damages may not be a sufficient remedy for any misuse of the other Party’s intellectual property rights, Confidential Information or trade secrets, and acknowledges that the other Party may seek equitable relief (including specific performance and injunctive relief) as a remedy for misuse of intellectual property rights, Confidential Information or trade secrets. Such relief will be in addition to, and not in limitation of, any other available rights or legal remedies available to a party.
- 13.5 **Loss of Customer Materials.** In the event of any loss or damage to any Customer Materials, Customer’s sole remedy will be to require Supplier to use its reasonable efforts to restore the lost or damaged Customer Materials from the latest back-up of such Customer Materials maintained by Supplier. Supplier will not be responsible for any loss, destruction, alteration or

disclosure of Customer Materials caused by Supplier and/or any third party or to the extent that Customer was responsible for back-up of that data.

- 13.6 Insurance. Each Party will maintain in force with reputable insurers all insurance policies: (i) that it is required to maintain under applicable law; and (ii) as are reasonably necessary to meet its obligations under this Agreement and any Order Form. On written reasonable request by a Party (which may be made no more than once in any calendar year), the other Party will provide that Party with a copy of a certificate of insurance for the insurance policy held in accordance with this Clause 13.6 (Insurance) within fourteen (14) days.

14 TERMINATION

14.1 Termination for Cause.

- (a) Each Party may terminate an Order Form with immediate effect by giving notice in writing to the other Party:
- (i) if the other Party commits a material breach of the Order Form and, in the case of a breach capable of remedy, fails to remedy such breach within thirty (30) days (or in the case of a breach of Clause 1.1 (License Grant) or Clause 1.4 (License Restrictions) that is capable of remedy, seven (7) days) of receipt of a written notice from that Party giving particulars of the breach and requiring it to be remedied (and failure by Customer to pay any Fees on the due date will be deemed a material breach);
 - (ii) if the other Party becomes the subject of any insolvency related event or proceedings (including bankruptcy, administration, receivership or liquidation) or is subject to any similar or equivalent event or proceedings in any jurisdiction; or
 - (iii) if the other Party or a connected person to the other Party is or becomes targeted by sanctions laws and regulations administered by the United States, United Kingdom, European Union, the United Nations or any other jurisdiction where business is being conducted by either Party.

14.2 Effect of Termination. On expiry or termination of an Order Form for any reason:

- (a) Customer will immediately cease all use of the Services, Licensed Deliverables, and any Licensed Product(s);
- (b) Customer will, within ten (10) days after expiry or termination, permanently destroy or delete the Licensed Product(s) and any data obtained from the Licensed Product(s) and any Supplier materials and Licensed Deliverables from its information technology systems; provided, that one (1) backup copy may be retained to the extent necessary to comply with applicable laws, regulations and/or any bona fide information technology policy of Customer then in effect; additionally Customer shall have no obligation to destroy or purge any electronic copy that is stored on routine computer system backup tapes, or similar storage devices;
- (c) within a reasonable period of time from receipt of a written request from Customer, Supplier will destroy any and all copies of Customer Materials in its possession or control to the extent reasonably practicable, subject to prior payment in full of all Fees by Customer;
- (d) notwithstanding Clause 14.2(c) above, if Customer has uploaded Customer Materials to a Licensed Product, Supplier will have no obligation to maintain such Customer Materials and may thereafter, unless legally prohibited and subject to any data retention

obligations imposed on Supplier by applicable law, delete all such Customer Materials in accordance with Supplier's data retention policy;

- (e) Customer will immediately pay to Supplier all outstanding unpaid invoices and any accrued interest and, in respect of an Offering supplied but for which no invoice has been submitted, Supplier will submit an invoice, which will be payable by Customer within seven (7) days of receipt; and
- (f) any rights and remedies of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Order Form that existed at or before the date of termination will not be affected or prejudiced.

14.3 **Survival.** Termination of an Order Form for any reason will not affect:

- (a) this Agreement and any other Order Forms, which will continue in full force and effect; and
- (b) in relation to that Order Form, any provisions that expressly or by implication is intended to come into or continue in force on or after termination of that Order Form, including Clause 9 (Confidentiality).

14.4 **Termination of MSA.** Termination of this MSA will not terminate any existing Order Forms entered into under this MSA, which will continue until they are terminated in accordance with their terms.

15 GENERAL

15.1 **Anti-Bribery & Anti-Corruption.** In performing its obligations under this Agreement, the Parties shall comply with all applicable international and domestic anti-corruption laws including the anti-corruption laws of the jurisdictions in which the Agreement will be performed, the U.S. Foreign Corrupt Practices Act, the Criminal Justice (Corruption Offences) Act 2018, the U.K. Bribery Act 2010, and those laws and regulations intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Neither Party shall make, offer, authorize, request, or receive any bribe, kickback, facilitation payment, or any other improper payment or thing of value to or from any person in connection with the performance of this Agreement, or otherwise for or on behalf of the other Party. Each Party shall notify the other immediately upon any breach of this Section.

15.2 **Assignment.** Neither Party may assign or otherwise transfer any part or all of this Agreement and/or an Order Form to any third party without the prior written consent of the other Party, except that either Party may assign: (i) to any of its Affiliates; (ii) in connection with a merger or consolidation involving Supplier or a sale of all or substantially all of its assets; or (iii) in connection with a divestiture of any portion of its business or any applicable business unit to which this Agreement or any Order Form relates, provided that such assignment may not be to a competitor of the other Party.

15.3 **Subcontractors.** Supplier may perform its obligations under this Agreement and any Order Form through any Affiliate or third-party subcontractor. Supplier will remain responsible to Customer for all activities of its Affiliates and third-party subcontractors.

15.4 **No Interference.** Nothing in this Agreement will be deemed to prevent Supplier from carrying on its business or developing for itself, or others, materials that are similar to or competitive with those produced as a result of the Offerings provided they do not contain or disclose any Confidential Information or Customer IP.

15.5 **Non-solicitation.** Customer must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Supplier during the term and for 12

months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

- 15.6 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under an Order Form or by applicable law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 **Severance.** If at any time any one or more of the provisions of this Agreement or an Order Form or any part of it is or becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Agreement and Order Form will not in any way be affected or impaired.
- 15.8 **Variation.** The Parties may only vary the terms of this Agreement or any Order Form by an instrument in writing signed by a duly authorized representative of each of the Parties.
- 15.9 **Entire Agreement.** This Agreement, together with the terms of the applicable Order Form, apply to the exclusion of all other terms and constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that it has not relied on or been induced to enter into an Order Form (as applicable) by a representation, statement, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Order Form.
- 15.10 **Force Majeure.** Neither Party will be liable to the extent that it is delayed in or prevented from performing its obligations under the Order Form to the extent that it is delayed in or prevented from doing so due to any event beyond its reasonable control (including acts of any government, adverse weather, natural disaster, fire, explosion, epidemic, pandemic, labour dispute including strikes, war, terrorist activity or civil unrest).
- 15.11 **Notices.** Notices to Supplier must be directed to legal@norstella.com. All Notices to Customer will be directed to the Customer email address identified in the Order Form. Either Party may update its notice information by prior written notice at any time.
- 15.12 **Monitoring.** Supplier may monitor Customer's compliance with this Agreement and any Order Form (including its use of any Offerings). Customer will, upon reasonable written notice, permit Supplier or its representative to audit Customer's compliance with this Agreement and any Order Form.
- 15.13 **Marketing.** Customer agrees that Supplier may identify Customer as a customer of Supplier (including through use of Customer's name and logo) in its promotional materials (including Supplier's website).
- 15.14 **No Partnership.** Nothing in this Agreement will create a partnership or relationship of employer and employee or a joint venture between the Parties.
- 15.15 **Third-Party Rights.** This Agreement does not create any right enforceable by any person not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.16 **Counterparts.** This Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original, but all the counterparts will constitute the same instrument. Both Parties consent that this Agreement may be signed electronically, and such electronic signature will be deemed valid.

ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASE
*PRIMAL PICTURES***

30 OCTOBER 2025

(Date)

London, United Kingdom

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	Pharma Intelligence UK Limited
The name, surname and position of the person responsible for the availability of the access	– EMEAI Channel Manager
Phone	+4420 3480 7631
E-mail	@primalpictures.com

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.
2. We would like to propose the following services indicated in the Contract Documents:

Year 2026

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1	The services of subscription to the online research database <i>Primal Pictures</i> for the Authorised Users of the LMBA Authorised Institution from 31 December 2025 till 30 December 2026: St. Ignatius Loyola College	9.518,23	9.994,14
TOTAL for 2026:		9.518,23	9.994,14

Year 2027

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ²
1	The services of subscription to the online research database <i>Primal Pictures</i> for the Authorised Users of the LMBA Authorised Institution from 31 December 2026 till 30 December 2027: St. Ignatius Loyola College	9.803,78	10.293,97

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

² The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

	TOTAL for 2027:	9.803,78	10.293,97
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Year 2028

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ³
1	The services of subscription to the online research database <i>Primal Pictures</i> for the Authorised Users of the LMBA Authorised Institution from 31 December 2027 till 30 December 2028: St. Ignatius Loyola College	10.097,90	10.602,80
	TOTAL for 2028:	10.097,90	10.602,80
	TOTAL for 2026-2028:	29.419,91	30.890,91

Total price of the Tender, VAT inclusive – 30.890.91 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 1.471.00 EUR.

The VAT rate is 5%.

3. The Supplier shall issue the Invoices for the below indicated amounts payable for the following terms:

3.1. Instalment 1 – from 31 December 2025 till 30 December 2026 – 9.994,14 EUR (VAT inclusive),

3.2. Instalment 2 – from 31 December 2026 till 30 December 2027 – 10.293,97 EUR (VAT inclusive),

3.3. Instalment 3 – from 31 December 2027 till 30 December 2028 – 10.602,80 EUR (VAT inclusive)

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	2
2.	Annex 3	1

8. To perform the Agreement, we intend to invoke the following sub-suppliers _____ for this part of the Licence Agreement _____.
(name and address)

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

* To be completed only in the cases when the confidential information is being submitted.

³ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASE
*PRIMAL PICTURES***

I. Background information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *Primal Pictures* for the Authorised Users of the LMBA Authorised Institution listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be
, Manager of Databases:

E-mail: [@lmba.lt](mailto:lmba@lmba.lt); phone: +370 615 87104

Lithuanian Research Library Consortium

Saulėtekio av. 14

LT-10223 Vilnius

Lithuania

3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institution shall have access to the Licensed Materials of the online research database *Primal Pictures* that should cover:
 - 4.1. Primal's Anatomy and Physiology Module;
 - 4.2. Primal's 3D Atlas Module;
 - 4.3. Primal's Quizzing Module.
5. The Authorised Users of the LMBA Authorised Institution indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *Primal Pictures* from **31 December 2025 till 30 December 2028 (with possibility to opt out in case of no funding for 2027 and/or 2028)**, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *Primal Pictures* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.

EMEI Channel Manager

(Name, surname, position and signature of the Supplier or its authorised representative)

7. The Supplier shall make available to the Authorized Institution COUNTER-compliant usage statistics on at least a quarterly basis.

III. Authorised Institutions

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *Primal Pictures* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

NN o.	Institution	FTE	Address	IP addresses
1.	St. Ignatius Loyola College	606	Vilniaus g. 29, LT-44286, Kaunas, Lithuania	193.219.78.208

9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.