

SALES AND PURCHASE AGREEMENT No. [_____]

Date: 2025,
Klaipėda, Lithuania

AB “KN Energies” legal entity code 110648893, VAT code LT106488917 (hereinafter referred to as the "Buyer"), represented by [REDACTED] acting on the basis of CEO order 2025-12-09 no. BV-90, and ConnectPoint Sp. Z o.o. (hereinafter referred to as – “Seller“), represented by [REDACTED], hereinafter collectively referred to as the "Parties" and individually as a "Party".

Based on the Buyer's decision, the Seller was selected as the winner of the procurement for “(10486) AVEVA PI system SRP (Software Reliance Program) (hereinafter referred to as the Goods), carried out in accordance with the Law on Procurement Entities in the Fields of Water Management, Energy, Transport, or Postal Goods. Accordingly, the Parties, wishing to formalize their obligations, have entered into the following Sales and Purchase Agreement (hereinafter referred to as the "Agreement").

1. Subject of the Agreement

1.1. The Seller shall, in accordance with the terms and conditions of this Agreement, deliver Goods for the duration of the subscription period, which shall in any event last no longer than until (and including) 29 September 2026, in compliance with the provisions of this Agreement, the quantity and technical specifications of which are set out in Annex No. 1 – Technical Specification (hereinafter referred to as Annex). The Buyer shall accept the Goods that meet the requirements of this Agreement and its Annex and shall pay for them under the terms and conditions specified herein.

2. Price and payment terms

2.1. The Agreement Price – **33.100,00** EUR (thirty-three thousand one hundred euros) without value added tax (hereinafter – *VAT*) (hereinafter referred to as – “Price“).

2.2. The pricing method applied for determining the Agreement Price shall be the lump sum (fixed-price) basis.

2.3. The Agreement Price and/or the unit rates shall be deemed to include all taxes, duties, levies, interpretation and translation costs (both oral and written), and all other direct or indirect expenses incurred by the Seller in the proper performance of this Agreement, including the costs related to the electronic submission of VAT invoices and/or invoices. The Agreement Price shall include full remuneration for the proper execution of the Agreement and the fulfilment of all other obligations arising hereunder. The Seller shall have no right to claim or receive payment for any expenses exceeding the initial Agreement Price. The Seller shall, for the initial Agreement Price, provide all services related to the Goods and specified in the Annex 1, which are necessary to achieve the result stipulated under this Agreement.

2.4. Within five (5) Business Days from (i) the date on which the Seller provides the Buyer with a reference to the manufacturer’s online portal enabling verification of the Goods activation by product code, and (ii) the date of receipt of the signed Goods Activation Certificate, the Buyer shall either:
(a) sign the Goods Activation Certificate; or

(b) notify the Seller in writing of its refusal to sign the Goods Activation Certificate, specifying the deficiencies identified and granting a reasonable period for their rectification. A Goods Activation Certificate duly signed by both Parties shall constitute the basis for issuing the VAT invoice / invoice.

2.5. As of the date of signature of the Handover–Acceptance Certificate, the Buyer shall obtain a licence to use the Goods in accordance with this Agreement, without prejudice to the Seller’s obligations under the Agreement, including any warranty or defect-liability obligations.

2.6. The Buyer shall settle payments with the Seller for the duly delivered Goods by means of a bank transfer to the Seller’s account specified in this Agreement. Payment shall be made no later than thirty (30) days from the later of (i) the date of signature of the Goods Activation Certificate, and (ii) the date of receipt of a correctly issued invoice. The Seller may submit the electronic invoice in accordance with the European Standard on Electronic Invoicing, as referenced in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of references to the European standard on electronic invoicing and a list of syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter – the *European e-Invoicing Standard*), using any of the permitted means. An electronic invoice that does not comply with the European e-Invoicing Standard shall be submitted by the Seller via the SABIS information system. The Buyer shall receive and process electronic invoices through the SABIS information system, except in cases of mobilisation, war, or a state of emergency, where the SABIS system is disrupted, preventing communication and information exchange between the Buyer and the Seller. If the Seller fails to submit an invoice electronically as required, the Buyer shall be entitled to withhold payment until proper submission.

3. Obligations of the Parties

3.1. Obligations of the Seller:

3.1.1. shall activate the Goods no later than five (5) Business Days from the Effective Date of the Agreement and shall install the Goods in accordance with the procedure and conditions set out in this Agreement and in Annex. The Seller shall ensure that the Goods comply with the requirements normally applicable to goods of the same type and intended use and shall guarantee the proper quality of the Goods supplied;

3.1.2. shall provide the related support services specified in the Annex, ensuring uninterrupted availability and proper performance of the delivered product;

3.1.3. shall deliver to the Buyer, together with the Goods, all documentation necessary for their proper use and maintenance, including operating manuals and instructions, and shall provide the Buyer with any reasonable technical advice or clarification required in connection with the Goods;

3.1.4. Upon proper and complete installation (or renewal) of the Goods in conformity with the requirements of this Agreement and Annex, the Seller shall furnish the Buyer with a duly signed Goods Activation Certificate together with all information required to verify such activation, and shall issue the corresponding VAT invoice in accordance with the payment provisions of this Agreement;

3.1.5. Should any defects or deficiencies be identified by the Buyer, the Seller shall, at its own cost, rectify such defects or deficiencies within a reasonable period specified by the Buyer, in order to ensure full compliance with the requirements of this Agreement;

3.1.6. The Parties shall endeavour to minimise the use of natural resources. For this reason, all documentation related to the Agreement shall be provided in digital format (electronic version). In

performing the Agreement, the Seller shall seek to reduce paper consumption and avoid unnecessary duplication or printing of documents. All documents, whether interim or final, shall be submitted only in electronic format, and, where signature is required, such documents shall be signed by means of a qualified electronic signature;

3.1.7. to notify the Buyer in writing, without undue delay and in any event within three (3) Business Days, of the following circumstances:

3.1.7.1. if it is unable to install the Goods within the agreed time;

3.1.7.2. of any changes to its corporate details, legal status, or appointed representative;

3.1.7.3. in the event of a dispute arising between the Parties under this Agreement, to appoint and delegate a representative to resolve the dispute no later than three (3) Business Days from the date the dispute arises;

3.1.8. to furnish the Buyer, upon written request and at any time during the execution of the Agreement, with all information, records, and documents reasonably required in connection with the performance of the Agreement and the settlement of payments for the delivered Goods;

3.1.9. upon receipt of the Buyer's written notice of refusal to accept the Goods, as referred to in Sub-Clause 3.2.1, the Seller shall, within the period specified by the Buyer, duly implement the Buyer's instructions and remedy the non-conformities in accordance with the Buyer's requirement set out in Sub-Clause 4.2.2 of this Agreement;

3.1.10. shall ensure that, at the time of conclusion and throughout the validity of this Agreement, neither the Seller, its subcontractors, business entities, shareholders, nor beneficial owners are listed on any sanctions lists issued by the European Union, the United Nations, the United Kingdom, the United States of America, or the Republic of Lithuania, and that none of them are involved in money laundering, terrorist financing, or tax fraud-related activities. The Seller shall immediately, and in any case no later than one (1) Business Day, notify the Buyer in writing of any event or circumstance related to the above-mentioned entities that may affect compliance with this provision;

3.1.11. shall, for the full duration of the Agreement, maintain compliance with all qualification criteria and capability requirements set out in the procurement documentation and shall ensure that no exclusion grounds defined therein become applicable to it during the performance of the Agreement;

3.1.12. shall provide, without undue delay, any clarifications or supporting evidence reasonably requested by the Buyer concerning the nature, justification, and eligibility of the incurred expenses;

3.1.13. warrants that the Goods shall be free from defects, whether apparent or latent, and shall conform in all respects to the requirements of this Agreement and the applicable laws and standards governing goods of this type. The Seller shall, at its own expense, rectify or replace any defective Goods identified during the validity of this Agreement;

3.1.14. shall at all times comply with, and shall ensure that its personnel, agents, and subcontractors comply with, all applicable laws, regulations, and standards relating to the execution of the services and the performance of its obligations under this Agreement;

3.1.15. shall ensure compliance with the requirements set forth in Article 47(9) of the The Public Procurement Law of the Republic of Lithuania, Article 50(9), and Article 58(4¹) of the Law of the Republic of Lithuania on Public Procurement by Contracting Authorities in the Water Supply, Energy, Transport, or Postal Services Sectors throughout the duration of the Agreement;

3.1.16. shall promptly, but no later than five (5) Business Days, notify the Buyer if circumstances arise that meet the requirements of Article 47(9) of the Public Procurement Law of the Republic of Lithuania, Article 50(9), and Article 58(4¹) of the Law of the Republic of Lithuania on Public

Procurement by Contracting Authorities in the Water Supply, Energy, Transport, or Postal Services Sectors.

3.2. Buyer's Obligations:

3.2.1. Upon verifying and confirming that the Goods have been activated, the Buyer shall, no later than five (5) Business Days, either: (a) sign the Goods Activation Certificate; or (b) notify the Seller in writing of its refusal to accept the Goods and/or to sign the Goods Activation Certificate, specifying the deficiencies identified and indicating the corrective measure as provided in Sub-Clause 4.2.2 of this Agreement;

3.2.2. to make payment to the Seller for the Goods that are of the required quality and in full conformity with the provisions of this Agreement, in the manner and under the conditions specified herein;

3.2.3. provide the Seller with any reasonably necessary information available for the proper execution of the Agreement;

3.2.4. in the event of a dispute between the Parties regarding the Agreement, appoint a representative to resolve the dispute no later than three (3) business days from the date the dispute arises;

3.2.5. promptly notify the Seller in writing, no later than three (3) business days, of any changes to its contact details, legal status, or designated representative.

3.3. In the event of a dispute between the Buyer and the Seller concerning the quality of the Goods, either Party may request that an expert examination be carried out. The Party requesting the examination shall bear the related costs, unless the examination confirms the quality deficiencies claimed, in which case the responsible Party shall bear the costs. The Parties may also agree in writing to share the costs of the examination equally.

3.4. Meetings between the Seller and the Buyer shall be conducted remotely to minimize environmental impact (e.g. fuel emissions), except when an in-person meeting is objectively necessary.

3.5. Other obligations of the Parties are specified in the Annex.

4. Rights of the Parties

4.1. The Seller has the right to:

4.1.1. require the Buyer to accept the Goods duly delivered in conformity with the Agreement and its Annexes, or, where the Buyer unjustifiably fails or refuses to accept such Goods, to suspend or terminate the performance of the Agreement in accordance with the provisions hereof;

4.1.2. require the Buyer to make payment, in the manner, on the terms, and within the time limits specified in this Agreement, for the duly activated Goods delivered in full compliance with the requirements of this Agreement and its Annexes.

4.2. The Buyer has the right to:

4.2.1. suspend payment for the Goods where the Seller has not provided sufficient information to enable verification of proper activation, or where the VAT invoice / invoice submitted is incorrect, until the issue is resolved with the Seller and a corrected VAT invoice / invoice is duly issued;

4.2.2. upon identifying deficiencies, to require the Seller to remedy such deficiencies free of charge within a reasonable period specified by the Buyer and/or to compensate the Buyer for any losses arising from the improper performance of the Agreement;

- 4.2.3. terminate the Agreement unilaterally and claim compensation for any losses incurred where the Seller fails to comply with the Buyer's requirements under Sub-Clause 4.2.2 or otherwise defaults in the performance of its obligations under the Agreement;
 - 4.2.4. offset from payments due to the Seller any amount corresponding to the liquidated damages imposed, subject to prior written notification to the Seller;
 - 4.2.5. withhold, in whole or in part, payments otherwise due to the Seller under this Agreement where defects are identified or other contractual obligations remain unfulfilled;
 - 4.2.6. verify the compliance of the Seller and/or any persons engaged by it with the laws of the Republic of Lithuania governing mandatory national security and other strategic interest criteria/principles, and/or with the requirements set out in Article 45(2¹), Article 37(9), and Article 47(9) of the Law on Public Procurement and/or Article 58(4¹) and Article 50(9) of the Law on Procurement by Contracting Entities. If, during the validity of the Agreement, it is established that the Seller does not meet the said criteria, provisions, or principles, and fails to remedy the identified non-conformities within the time period specified by the Buyer, the Buyer shall be entitled, upon giving ten (10) days' prior written notice, to unilaterally terminate the Agreement without any obligation to compensate for losses — including, but not limited to, losses related to the purchase of minimum quantities of the subject matter of this Agreement.
- 4.3. Additional rights of the Parties are outlined in the Annex 1.

5. Liability of the Parties

- 5.1. For failure to fulfill or improper fulfillment of obligations assumed under the Agreement, the Parties shall be liable in accordance with applicable laws, considering the specific provisions of the Agreement.
- 5.2. The Seller shall be liable for all obligations undertaken under the Agreement, regardless of whether third parties are engaged to fulfill them.
- 5.3. Payment of penalties does not eliminate the right of a Party to demand compensation for direct losses incurred. The penalties specified in this Agreement are considered minimum, non-contestable damages for the Parties.
- 5.4. The total liability of either Party shall not exceed 100% of the Agreement's value, except for penalties arising from gross negligence or willful misconduct, breaches of confidentiality obligations, or intellectual property rights violations, which are not subject to this limitation.
- 5.5. Neither Party shall be liable for failure to perform or for delays in performing any obligations due to a Force Majeure event that (i) is beyond the reasonable control of the affected Party and not caused by its fault, and (ii) cannot be prevented or mitigated by the affected Party despite exercising reasonable diligence. In such cases, the Party unable to perform its obligations due to force majeure must promptly notify the other Party, specifying the circumstances hindering its performance and identifying the obligations it cannot fulfill. The performance of obligations will be suspended until these circumstances cease. If this notification is not received by the other Party within a reasonable time after the affected Party becomes aware or should have become aware of the force majeure circumstances, the affected Party shall be liable for any losses incurred by the other Party due to the absence of timely notification.
- 5.6. When the force majeure circumstances cease, the Party previously unable to fulfill its obligations must promptly notify the other Party and resume performance of its obligations. However, if the Party

fails to meet its contractual obligations due to force majeure for more than thirty (30) days, the other Party has the right to immediately terminate the Agreement by providing written notice to the affected Party.

6. Performance Guarantee of the Agreement

6.1. If the Seller fails to fulfill its contractual obligations to provide Goods on time, as specified in the Annex 1 due to its own fault, it shall, upon the Buyer's written request, pay a late fee of 0.02 % of the Agreement value, for each day of delay.

6.2. If the Buyer fails to meet its contractual obligation to pay for Goods rendered within the terms specified in the Agreement, the Buyer shall, upon the Seller's written request, pay a late fee of 0.02 % of the Agreement value for each day of delay. Withholding payment due to identified deficiencies (until the deficiencies are corrected and Goods delivered as per the Agreement) shall not be considered a delay in payment.

6.3. If the Buyer terminates the Agreement due to a material breach by the Seller, or if the Seller unjustifiably terminates the Agreement, the Seller shall, upon the Buyer's written request, pay a penalty of 3 (three) % of the Agreement value.

7. Duration of the Agreement

7.1. The Agreement shall enter into force upon signature by both Parties and shall remain in effect until the Parties have fully fulfilled their contractual obligations or until it is terminated in accordance with the provisions of the applicable legal acts or this Agreement.

7.2. Upon termination or expiry of the Agreement, the provisions of the Agreement relating to dispute resolution, as well as any other provisions which by their nature are intended to survive termination or expiry, shall remain in full force and effect.

7.3. If either Party fails to perform or improperly performs its obligations under the Agreement, and such failure constitutes a material breach, the other Party shall be entitled to unilaterally terminate the Agreement by giving the defaulting Party ten (20) days' prior written notice stating the justified reasons for termination. For the purposes of this Agreement, material breaches shall include, inter alia, the following:

7.3.1. The Buyer's failure to meet the payment obligation within more than thirty (30) days due to the Buyer's fault;

7.3.2. The Seller's failure to activate the Product within more than five (5) Business Days due to the Seller's fault;

7.3.3. If the Buyer identifies quality deficiencies in the related services (support) provided by the Seller more than three (3) times in a row.

7.4. The Agreement shall be terminated immediately if 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 Agreement is not in compliance with national security interests (Article 50(8) of the Republic of Lithuania on Public Procurement by Contracting Authorities in the Water Supply, Energy, Transport, or Postal Services Sectors Public Procurement Law).

7.5. The Agreement may be terminated in the cases and under the procedure set out in Article 98 of the Republic of Lithuania on Public Procurement by Contracting Authorities in the Water Supply, Energy, Transport, or Postal Services Sectors Public Procurement Law, by written mutual agreement of both Parties.

8. Confidentiality and Intellectual Property

8.1. The Parties undertake to comply with confidentiality obligations. “Confidential Information” means any information marked or otherwise identified in writing as confidential by a Party, as well as any information which, by its nature or under the circumstances of disclosure, the receiving Party should reasonably recognise as confidential. Confidential Information includes, inter alia, non-public information relating to the activities of the Parties and the performance of this Agreement. The receiving Party shall use the Confidential Information solely for the performance of the Agreement and shall ensure that such information is not used in any manner detrimental to the disclosing Party. All personnel and specialists of the Seller engaged in the performance of the Agreement shall sign a Confidentiality Undertaking in the form set out in Annex 2 to the Agreement. The Seller shall submit duly completed and signed Confidentiality Undertakings to the Buyer within five (5) Business Days from the Effective Date of the Agreement. In case of replacement or appointment of additional specialists for the performance of the Agreement, the relevant Confidentiality Undertaking(s) shall be submitted together with the request for such replacement or appointment.

8.2. The Parties expressly agree that all intellectual property rights, both economic and moral (to the extent permitted by law), including but not limited to trade secrets, copyrights and related rights, inventions and patents, know-how, designs, trademarks, trade names, industrial designs, utility models, ideas, processes, formulas, original source code and object code, data, software, databases, other copyright-protected works, improvements, enhancements, technical solutions and any other works or innovations (hereinafter referred to as the “Intellectual Property Objects”), created, conceived or developed by the Seller in the performance of this Agreement, shall exclusively belong to and vest in the Buyer. Such rights shall be protected under applicable law without any geographical or other limitations, granting the Buyer the right to freely transfer such rights and Intellectual Property Objects to third parties.

8.3. The Parties agree that the Buyer shall have a right to use the Intellectual Property Objects at its sole discretion, including but not limited to: (i) reproduce in any form or manner; (ii) publish; (iii) translate; (iv) adapt, arrange, stage, or otherwise rework; (v) distribute the original or a copy thereof by sale, lease, lending or other way transferring the ownership or possession right, also by importing or exporting; (vi) display the original or copies publicly; (vii) publicly perform in any way and by any means; (viii) broadcast, rebroadcast and otherwise make public, including make it publicly accessible by the computer networks (the Internet). The Buyer shall have the right to exercise the above-indicated rights in any way the Buyer wants: (i) with or without indication of authorship; (ii) with or without other content of authors’ rights; (iii) with or without other text, sound, information or image; (iv) without a title, with the same title or under any other title; (v) in any environment or context. The remuneration for the Intellectual Property Rights is included in payment under this Agreement and no additional compensation is due to the Seller for the full assignment of Intellectual Property Objects.

8.4. Without the Buyer's prior written consent, the Seller may not publish articles about the Goods, refer to them in providing Goods to others, or disclose information obtained from the Buyer.

8.5. The Seller guarantees compensation (including legal costs) to the Buyer for any claims arising from the use of Intellectual Property Objects, except in cases where such infringement results from the Buyer's actions. If third parties make reasonable claims against the Buyer for intellectual property infringement related to the Goods, the Seller shall immediately address and remedy such infringement at its own expense and indemnify the Buyer for any losses incurred as a result.

8.6. The Seller warrants that neither it nor the authors of the Intellectual Property Objects will make any claims or demands against the Buyer or any third parties regarding the Buyer's use of the Intellectual Property Objects acquired under this Agreement.

8.7. The Seller undertakes not to incorporate any Intellectual Property Objects of itself or third parties, for which it has not received a permit, into the Buyer's Intellectual Property Objects or other Intellectual Property Objects provided by third parties to the Buyer. It is acknowledged that any intellectual property existing prior to the commencement of the performance of the Agreement, or any rights owned by the Seller prior thereto (hereinafter referred to as the "Background Intellectual Property Rights"), shall not become the property of the Buyer, provided that the Buyer has been duly informed thereof and has agreed in advance to the inclusion of such intellectual property. If the Buyer requires the use of the Background Intellectual Property Rights in order to use the Product or the results thereof, the Seller hereby grants to the Buyer an irrevocable, non-exclusive, royalty-free, worldwide and perpetual licence to use such rights.

8.8. Parties hereby agree that provisions of this Section shall survive termination or expiry of the Agreement.

9. Suspension of Agreement

9.1. In the event of significant circumstances beyond the Seller's control that prevent the Seller from fulfilling its contractual obligations and/or due to other unforeseen circumstances (such as changes to applicable legislation or the enactment of new legal acts that impact the execution of this Agreement, or other circumstances unknown at the time of procurement that any other Buyer would encounter), the Buyer has the right to suspend the performance of the Seller's contractual obligations or part thereof.

9.2. If circumstances arise that prevent the Seller from fulfilling its contractual obligations, the Seller must immediately notify the Buyer, providing information and documents proving the impossibility of performing contractual obligations due to circumstances beyond the Seller's control. Once the circumstances preventing the Seller from performing contractual obligations cease to exist, the suspended Agreement term(s) shall be reinstated.

9.3. The period for suspending contractual obligations shall not exceed 30 (thirty) days.

9.4. In cases specified in clauses 9.1 and 9.2, the Buyer and the Seller shall sign an agreement on the suspension of contractual obligations, specifying the reasons for suspension, the suspension period, and attaching any supporting documents, if available.

9.5. If the Agreement is suspended with less time remaining until its expiration than the maximum suspension period, the Agreement performance period shall be extended by the amount of time that remained before the suspension.

9.6. If the Agreement is suspended with more time remaining until its expiration than the maximum suspension period, the Agreement duration shall be extended by the period for which it was suspended.

9.7. Upon resumption of contractual obligations, an agreement on the resumption of contractual obligations shall be signed.

10. Other conditions

10.1. The terms of the Agreement may be amended during its validity period as provided in this Agreement and Article 97 of the Law. During the Agreement's term, the Party initiating an amendment shall submit a written request to the other Party, including copies of documents supporting the circumstances, arguments, and explanations provided in the request. The other Party shall respond with reasoned feedback on the requested amendment within ten (10) days. All amendments to the Agreement are valid only when made in writing and signed by the authorized representatives of both Parties.

10.2. Agreement persons of the Parties:

10.2.1. The Buyer designates [REDACTED]

[REDACTED] as the person responsible for the performance of the Agreement. The Buyer's representative, as specified in this section, is authorized to sign transfer and acceptance deed and other documents directly related to the Agreement's execution. However, this representative is not authorized to agree to any modifications or amendments to the Agreement's terms, either orally, in writing, or by any other means.

10.2.2. The Seller's representative is [REDACTED]

10.3. This Agreement and the relationship between the Parties, including its formation, validity, invalidity, implementation, and termination, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

10.4. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its breach, termination, or validity, shall first be settled amicably between the Parties. If the Parties are unable to resolve the dispute amicably within 14 (fourteen) days from the date on which one Party serves a written request for dispute resolution, the dispute shall be referred to the competent court in the jurisdiction where the Buyer's registered office is located.

10.5. The Parties' details, designated representatives, and their contact information specified in the Agreement may be changed by notifying the other Party in the manner provided in the Agreement within three (3) business days of such change. A separate amendment to the Agreement is not required for this update, and such notice shall be considered an integral part of the Agreement.

10.6. The Parties shall communicate in English. If the Agreement is provided in more than one language, the English version shall take precedence. Unless otherwise specified in the Agreement, all notices, consents, and other communications issued by a Party under this Agreement shall be considered valid and properly delivered if personally served with confirmation of receipt, or sent by registered mail or email (with receipt confirmation) to the addresses specified below, or to any other addresses provided by either Party in a notification.

10.7. The Agreement is concluded in accordance with the Civil Code of the Republic of Lithuania, the Law, the terms of the procurement tender, and the provisions of the Seller's winning proposal.

10.8. Parties commit to ensuring the security of personal data and to processing personal data lawfully, in accordance with 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, repealing Directive 95/46/EC (General Data Protection Regulation), as well as other legal acts governing the processing of personal data.

10.9. Annexes:

10.9.1. Annex No. 1 – Technical Specification;

10.9.2. Annex No. 2 – Confidentiality Undertaking;

10.9.3. Annex No. 3 – Goods Activation Certificate.

11. Contact Details and Signatures of the Parties

BUYER

**Public Limited Liability Company
KN Energies**

Legal entity code 110648893

VAT number LT106488917

Address: Burių st. 19, LT-92276 Klaipėda

Telephone: +370 46 391772

Email: info@kn.lt

Account No. [REDACTED]

Bank: AB SEB bankas

Bank code: 70440

SELLER

ConnectPoint Sp. Z o.o.

Legal entity code 0000347615

VAT number PL7773148122

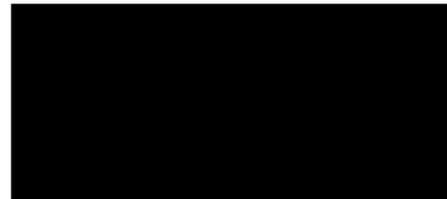
Address: Zagadki st.21, 02-227 Warsaw, Poland

Telephone: [REDACTED]

Email: [REDACTED]

Account No.: [REDACTED]

Bank: S [REDACTED]





TECHNICAL SPECIFICATION (TS)

1. TERMS AND ABBREVIATIONS

1.1. **The Buyer** is KN Energies, SC, or KN;

1.2. **The Supplier** – the economic operator – shall mean a natural person, a private legal person, a public legal person, other organisations and divisions thereof or a group of such persons the Buyer enters into a Contract with;

1.3. **The Contract** shall mean the Contract concluded between the Supplier and the Buyer with regard to the Procurement object;

1.4. **The Procurement object** shall mean Goods.

2. PROCUREMENT OBJECT

AVEVA PI system SRP (Software Reliance Program) (hereinafter referred to as the **Procurement object**).

The Procurement object shall not be divided into lots.

2.1. CURRENT SITUATION

2022-01 KN is equipped with OSIssoft PI (since 2023 - AVEVA PI) software, for the maintenance of which you need to pay an annual fee for system support (renewal of the license) in order to have technical support, patches, updates, remote support service, the possibility of local service and system expansion.

3. REQUIREMENT FOR THE PROCUREMENT OBJECT

3.1. Green criteria applied to the Procurement object

The Buyer seeks to ensure that their and the Supplier's actions have as little environmental impact as possible. Therefore:

3.1.1. During the public procurement and contract execution, communication between the Supplier and the Buyer will be conducted exclusively through electronic means (CVP IS tools, phone, email, etc.);

3.1.2. All documentation related to the execution of the Contract will be provided to the Client and Supplier via electronic means (CVP IS tools, email, etc.);

3.1.3. The Contract will be signed only through electronic means (electronic signature);

3.1.4. The Supplier undertakes to reduce paper usage, avoid unnecessary copying and printing of documents, and if office supplies are used, they must be made from recycled materials or suitable for recycling;

3.1.5. If printing is necessary, the Supplier undertakes to use recycled paper that meets the green procurement requirements approved by the Minister of Environment of the Republic of Lithuania in Order No. D1-508 of June 28, 2011 "On the List of Products for Public Procurement Subject to Environmental Protection Criteria, Environmental Protection Criteria, and the Procedure for Applying Environmental Protection Criteria for Public Procurement of Goods, Services, and Works" (hereinafter – Order No. D1-508);

3.1.6. The Supplier undertakes to sort the waste generated during the provision of Services and transfer recyclable or reusable waste to a licensed waste management operator, and dispose of non-recyclable or non-reusable waste in specially designated locations;

3.1.7. If the materials/products/raw materials used during the provision of Services must be supplied or transferred in secondary packaging, it must meet the minimum environmental protection criteria for packaging, unless this contradicts hygiene standards: the packaging must be considered recyclable under the provisions of the Environmental Pollution Tax Law of the Republic of Lithuania;

3.1.8. The Supplier undertakes to seek the use of non-polluting transport vehicles by their specialists when traveling to the service location, which comply with the green procurement requirements approved by Order No. D1-508;

3.1.9. The Supplier undertakes to seek the optimal route for their specialists to reach the service location;

3.1.10. The Supplier undertakes to offer the closest available specialist to the service location for service

delivery;

3.1.11. The Supplier undertakes to ensure that their actions do not pollute the environment or pose a health risk, thus adhering to the environmental principle established in Section 4.4.4 of the order approved by Order No. D1-508.

3.1.12. Only intangible (intellectual) or other services not related to the creation of a physical object are being purchased, during the provision of which no significant negative environmental impact is expected, no source of pollution is created, and no waste is generated.

3.2. Requirements with regard to compliance with national security interests

3.2.1. It is determined that goods procured by the Supplier pose a threat to national security and/or are not reliable if and when:

a) the manufacturer or the person controlling it is registered (if the manufacturer or the person controlling it is a natural person - permanent resident or having citizenship) in the states or territories specified in the prescribed list of Article 92(14) of the Law of Procurement (LP);

3.2.1.1. If, according to the results of the evaluation, the Proposal can be recognized as the Winner, at the contracting entity's request the supplier will have to submit one or more of the following documents:

- 1) a copy of the founding documents of the legal entity approved by the head of the legal entity,
- 2) Extended extract from the register of legal entities with history,
- 3) Extract from the information system of participants of legal entities,
- 4) a copy of the document confirming the identity of the person (identity card or passport),
- 5) a copy of the document confirming the permission to engage in the relevant economic activity (for example, business license, certificate of individual activity, etc.),
- 6) a certificate of the declared place of residence or relevant documents of a member state or a third country,
- 7) other documents acceptable to the contracting entity.

Documents without an expiration date must be issued or printed from the information system no earlier than 3 months before the date on which the supplier must submit the documents at the request of the contracting entity.

3.3. Requirements for services, installation

NO	Requirement	Fulfilment of the requirement
3.3.1.	<i>AVEVA partner with the right to sell AVEVA PI SRP</i>	<i>Yes</i>
3.3.2.	<i>Technical consultations of the supplier by phone and e-mail</i>	<i>Yes</i>
3.3.3.3.	<i>Technical support from AVEVA in English 7 days a week, 24 hours a day to the specified phone number</i>	<i>Yes</i>
3.3.4.	<i>AVEVA phone support within 4 hours of the call</i>	<i>Yes</i>
3.3.5.	<i>Informing the buyer about the updates that have come out and the new X versions of the software</i>	<i>Yes</i>

3.4. DESCRIPTION OF THE PROCUREMENT OBJECT

3.4.1. AVEVA PI system SRP. KN's available PI system consists of:

3.4.1.1. PI Server (PI Server (Data Streams) Serial#: 10209977;

3.4.1.2. PI Vision (Named User) Serial#: 10209979;

3.4.1.3. PI DataLink Individual User (Individual User) Serial#: 10209978.

4. SCOPE OF THE PROCUREMENT OBJECT

4.1. Pricing applied:

Fixed price

4.2. The exact quantity is indicated. The Contract price shall be equal to the Supplier's tender price excluding VAT. The Buyer shall undertake to purchase the full quantity of the Goods specified.

NO	Name	Quantity
1.	Software Reliance Program PI System software to 30.09.2026	1

5. DOCUMENTS TO BE SUBMITTED DURING THE EXECUTION OF THE CONTRACT

NO	TITLE	TIME OF SUBMISSION
5.1.	<i>AVEVA PI system SRP license number</i>	<i>In the AB „KN Energies“ AVEVA account https://softwaresupportsp.aveva.com/en-US/downloads/products/list</i>

6. PLACE OF EXECUTION OF CONTRACTUAL OBLIGATIONS

Remotely.

7. PROCEDURE AND TIMELINES FOR THE EXECUTION OF THE CONTRACT

7.1. Validity of the Contract

The Contract shall enter into force upon signature by both parties and shall remain in force until the Contractual obligations have been fulfilled in full, but no later than 2026-09-30.

7.2. Time limits for execution of orders

The goods must be delivered no later than within 30 days from the date of signing the contract.

7.3. Order submission procedure

By e-mail

8. QUALITY AND REMEDYING DEFICIENCIES

The Goods are subject to a warranty period of at least until 2026-09-30 from the date of signing of the Goods' delivery and acceptance deed.

(Form of Non-Disclosure of Information Discovered in the Course of Contract Performance)

CONFIDENTIALITY UNDERTAKING

(date)

(place/venue)

I, _____, acting in the capacity of
(name and surname)

(name of the legal entity)

(position, title) position,

and while performing the
contract, _____,
(title of the contract, date, number)

Concluded between AB „KN Energies“ and

_____(name of contracting party), (hereinafter – the Contract),”

1. I hereby confirm that I am familiar with 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), the laws of the Republic of Lithuania governing personal data protection, information security and cybersecurity requirements, other legal acts referred to in the Contract, and I undertake, in performing the Contract, to comply with personal data protection, information security and cybersecurity requirements.

2. I undertake:

2.1. From the moment of signing the Contract, I undertake to safeguard and use solely for the purposes of performing the Contract all information related to the Contract and its performance that becomes known to me, as well as any documents that are provided or made accessible to me.

2.2. To ensure the confidentiality and security of the information and documents received from AB ‘KN Energies’ and of the information and documents created during the performance of the Contract, to use such received and created information and documents solely for the purposes of performing the Contract, not to disseminate, reproduce, use them for my personal or third-party needs, and not to disclose them in any form or manner to third parties, except in cases provided for by the laws of the Republic of Lithuania.

2.3. To safeguard all entrusted documents and information in such a manner that third parties are not able to access or use them.

2.4. Upon termination of the Contract, to return all entrusted documents and information or, with the AB „KN Energies“ permission, destroy them; and not to retain any copies of the entrusted documents and information.

2.5. To immediately notify in writing the AB „KN Energies“ Information and Cybersecurity Officer by email at incidentai@kn.lt and by phone at +370 46 391772 of any actual or potential unauthorized use or disclosure of confidential information, or any other action that may be considered an information security breach, and to take all reasonable measures to prevent further disclosure or loss of information and to mitigate any negative consequences, as well as to identify and provide AB „KN Energies“ with all facts related to the information security breach;

2.6. To comply with the confidentiality obligations set out in sub-clauses 2.1–2.5 during the performance of the Contract and after its completion or termination, as well as in the event of any change or termination of my employment relationship.

3. I understand that confidential information shall mean all information related to the Contract and its performance, including documents that become known to me in the course of performing the Contract and that are not publicly available and whose disclosure is not required by the laws of the Republic of Lithuania.

4. I have been informed that:

4.1. This undertaking shall remain in force for an indefinite period of time;

4.2. Any information and documents related to the Contract and its performance that become known to me may be disclosed only in cases provided for by the laws of the Republic of Lithuania;

4.3. If I breach this undertaking, I shall pay the AB „KN Energies“ a penalty of EUR 5,000 (five thousand euros) for each breach of confidential information and compensate the AB „KN Energies“ and/or third parties for any damage and losses incurred, and shall be held liable in accordance with the laws of the Republic of Lithuania, provided that the total liability under this undertaking shall in no event exceed the total contract value, except in cases of wilful misconduct or gross negligence.

(signature)

(name, surname)

ACTIVATION DEED (GOODS)

[date], Klaipeda

ConnectPoint Sp. Z o.o. (hereinafter referred to as the ‘**Seller**’), legal entity code _____, represented by _____, _____ acting under the __/__/2025 Agreement No. _____ concluded between the Buyer and the Seller (hereinafter referred to as the ‘**Agreement**’), does hereby transfer with the present activation deed (hereinafter referred to as the ‘**Deed**’), and

Public Limited Liability Company KN Energies (hereinafter referred to as the ‘**Buyer**’), legal entity code 110648893, represented by _____, _____, acting under the Agreement, does hereby accept the following Goods provided under the Agreement:

No.	Description of Goods	Notes	Quantity
1.			
2.			
3.			
4.			

Definitions used in the present Deed shall bear the same meaning as indicated in the Agreement.

The Buyer:

The Seller:

signature

signature