TECHNICAL SPECIFICATION

1. TERMS AND ABBREVIATIONS

1.1. **Customer** - UAB Kauno kogeneracinė jėgainė.

1.2. **Provider** - an entity – a natural person, a private legal person, a public legal person, other organisations and their subdivisions, or a group of such persons, with whom the Customer concluded a Contract.

1.3. **Contract** - a contract concluded between the Customer and the Provider for the object of Procurement.

1.4. **DCS** - Emerson Ovation 3.6 DCS control system.

1.5. **PWCS** - Power and Water Cybersecurity Suite.

1.6. **Services** - DCS system maintenance services.

1.7. **Materials / Supplies -** spare parts / materials needed to repair the DCS system.

1.8. **Order** - a written document submitted to the Provider on the basis of the Contract by text message, e-mail and/or through the information system indicated by the Customer, specifying the quantities of Services and/or Goods, delivery addresses and the deadline.

1.9. **Related services** – services which have not been specified in the Technical Specification but are related to the object of Procurement.

1.10. **Related materials/goods** – related spare parts/materials which have not been specified in the Technical Specification but are related to the object of Procurement.

2. OBJECT OF PROCUREMENT

2.1. DCS system services (DCS system services).

3. SCOPE OF THE OBJECT OF PROCUREMENT

3.1. The quantities of Services and Goods are set out in Table 1 below:

Table 1

Seq. No.	Title of service (or equivalent services)	Unit of measure	Preliminary quantity[1] during the validity period of the Contract
Service package for the second half of 2023 (6 months):			
1.	1. Emerson Ovation 3.6 DCS expert telephone support. 2. Emerson Ovation 3.6 DCS Remote System Diagnostic Service. 3. Advanced access to www.ovationusers.com. 4. Ovation Guardian Support Service. 5. Emerson Ovation 3.6 DCS annual audit report. 6. Emerson Ovation 3.6 DCS software updates. 7. PWCS (Power and Water Cybersecurity Suite) Support Service. 8. Emerson Ovation 3.6 DCS on-site maintenance. 9. Rapid on-site response to emergency failures.	pcs.	1
Service package for 2024 (12 months):			

---

[1] Indicative quantity of Services. During the validity period of the Contract, the Customer shall have the right to adjust the quantity of the Services procured, up to the maximum Contract Price specified in the Contract. The Customer shall not be obliged to purchase all or any part of the Services.

2.	1. Emerson Ovation 3.6 DCS expert telephone support. 2. Emerson Ovation 3.6 DCS Remote System Diagnostic Service. 3. Advanced access to www.ovationusers.com. 4. Ovation Guardian Support Service. 5. Emerson Ovation 3.6 DCS annual audit report. 6. Emerson Ovation 3.6 DCS software updates. 7. PWCS (Power and Water Cybersecurity Suite) Support Service. 8. Emerson Ovation 3.6 DCS on-site maintenance. 9. Rapid on-site response to emergency failures.	pcs.	1
Service package for 2025 (12 months):			
3.	1. Emerson Ovation 3.6 DCS expert telephone support. 2. Emerson Ovation 3.6 DCS Remote System Diagnostic Service. 3. Advanced access to www.ovationusers.com. 4. Ovation Guardian Support Service. 5. Emerson Ovation 3.6 DCS annual audit report. 6. Emerson Ovation 3.6 DCS software updates. 7. PWCS (Power and Water Cybersecurity Suite) Support Service. 8. Emerson Ovation 3.6 DCS on-site maintenance. 9. Rapid on-site response to emergency failures.	pcs.	1
Additional specialist (engineering) services			
4.	Emerson Ovation 3.6 DCS certified engineer services.	hours	160
5.	Emerson Ovation 3.6 DCS Certified Expert Engineer services.	hours	40
6.	Emerson Ovation 3.6 DCS certified engineer services (overtime).	hours	25
7.	Emerson Ovation 3.6 DCS Certified Expert Engineer services (overtime).	hours	25
8.	Travel time (by a certified engineer).	hours	40
9.	Travel time (expert engineer).	hours	40
10.	Accommodation	day	20
Spare parts			

Seq. No.	Part name (or equivalent)	Part number (or equivalent)	Units in Mato.	Preliminary Quantity of Goods[2] for the duration of the Contract
11.	EMERSON OVATION MODULE ASSY, OCR1100 CONTROLLER - BAYTRAIL CPU/Emerson Ovation OCR1100 Controller BAYTRAIL CPU module.	5X00481G04	pcs.	1

[2] Indicative quantity of Goods. During the validity period of the Contract, the Customer shall have the right to adjust the quantity of the Goods procured, up to the maximum Contract Price specified in the Contract. The Customer shall not be obliged to purchase all or any part of the quantity of Goods

12.	Emerson Ovation local input output transition panel / Emerson Ovation local input output transition panel.	3A99266G01	pcs.	1
13.	Emerson Ovation I/O interface controller, electronics module).	5X00226G03	pcs.	1
14.	Emerson Ovation OCR 1100 controller base assembly	5X00225G01	pcs.	1
15.	Emerson Ovation 4 slot I/O base unit / Emerson Ovation 4 slot I/O base unit.	5X00497G01	pcs.	1
16.	Emerson Ovation Profibus DP interface electronics module.	5X00300G02	pcs.	1
17.	Emerson Ovation Profibus DP interface personality module Emerson Ovation Profibus DP interface personality module).	5X00321G01	pcs.	1
18.	Emerson Ovation 16 channel enhanced events input (24V differential w/wire break detection) electronics module.	5X00357G02	pcs.	1
19.	Emerson Ovation individual fused personality module (Emerson Ovation fuse module).	5X00034G01	pcs.	1
20.	Emerson Ovation digital output high side (24 VDC) electronics module (16 Channel).	5X00270G01	pcs.	1
21.	Emerson Ovation digital output high side (24 VDC) personality module (16 Channel).	5X00273G01	pcs.	1
22.	Emerson Ovation I/O bus terminator module (Emerson Ovation I/O bus terminator module).	1B30023H02	pcs.	1
23.	Emerson Ovation 4-20mA HART high performance analog input electronics module.	5X00106G02	pcs.	1
24.	Emerson Ovation 4-20mA HART high performance analogue input personality module.	5X00109G02	pcs.	1
25.	Emerson Ovation HART high performance analogue output electronics module.	5X00167G01	pcs.	1
26.	Emerson DIN-RAIL power supply module, 24VDC, 10A, 240W (Emerson DIN-RAIL power supply module, 24 VDC, 10 A 240W).	1X01046H01L	pcs.	1
27.	Cisco router ISR4321-K9 (Cisco router).	1X00474G12	pcs.	1
28.	Cisco router ISR4321-SEC/K9 (Cisco router).	1X00480G12	pcs.	1
29.	Media converter, MM, ST, 2KM, HW:REV3; FW:2.0 (Media converter).	1X00529H23	pcs.	1
30.	Cisco industrial ethernet 2000 series switch, field replacement switch, 8 access ports (Cisco industrial ethernet 2000 series switch).	1X00952G142	pcs.	1

3.2.   If required, the Customer shall be entitled to purchase other Services and Goods which have not been listed in Table 1 of Clause 3.1 of the Technical Specification but are related to the object of Procurement (hereinafter - Related Services and Goods). The provision of the Related Services and Goods shall be subject to the terms and conditions of quality, warranty, delivery and terms and conditions of the Services and Goods set out in the Technical Specification and the Contract, but the Customer shall have the right to specify such requirements in the Order. If the requirements are not specified in the Order, it shall be presumed that Related Services and Goods are subject to all the requirements of the Contract and the Technical Specification.

3.3.   The total price of the Related Services and Goods purchased during the validity period of the Contract shall not exceed 10% (ten percent) of the total Contract Price, and the total amount of the Services and Goods, Related Services and Goods purchased shall not exceed the total Contract Price.

4. PLACE OF PROVISION OF SERVICES AND DELIVERY OF GOODS

4.1.   The Services shall be provided at and the Goods delivered to UAB Kauno kogeneracinė jėgainė, Jėgainės g. 6, Biruliškių km. Karmėlava sen. LT-54469, Kaunas district,. during the Customer's business hours (I-IV 7.30-16.30, V 7.30-15.15 (unless otherwise specified in the Order).

4.2.   Depending on their nature, services may also be provided by remote means, i.e. by telephone, online means (e.g. MS Teams, Remote Desktop Connection, etc.).

5. DESCRIPTION OF THE OBJECT OF PROCUREMENT

5.1 The Provider will be required to provide maintenance services for the DCS system during the performance of the Contract, consisting of:

5.1.1. **Expert support (consultation) by phone for Emerson Ovation 3.6 DCS**. This service shall provide access to Emerson Ovation 3.6 DCS certified engineers by telephone so that they can provide immediate assistance on the matter at hand, i.e. within 2 hours of the call. Consultations shall be provided on the following matters:

5.1.1.1. Emerson Ovation 3.6 DCS system troubleshooting;

5.1.1.2. Explanation or clarification of Emerson Ovation 3.6 DCS features;

5.1.1.3. General help with finding technical information;

5.1.1.4. Advice, instructions or recommendations, which may be based on general knowledge of the control system.

5.1.2. **Emerson Ovation 3.6 DCS remote diagnostics ("Remote Desktop Connection")**. The remote system diagnostic service shall be based on a secure connection to the Customer's system, and therefore the Certified Engineer shall have access to the system as if physically in front of the system ("Remote Desktop Connection"). The remote connection shall be secured by a secure VPN protocol that can be set up as a permanent connection or on demand. The connection to the Provider's VPN Server shall be initiated by the Customer, giving it full control of its system.
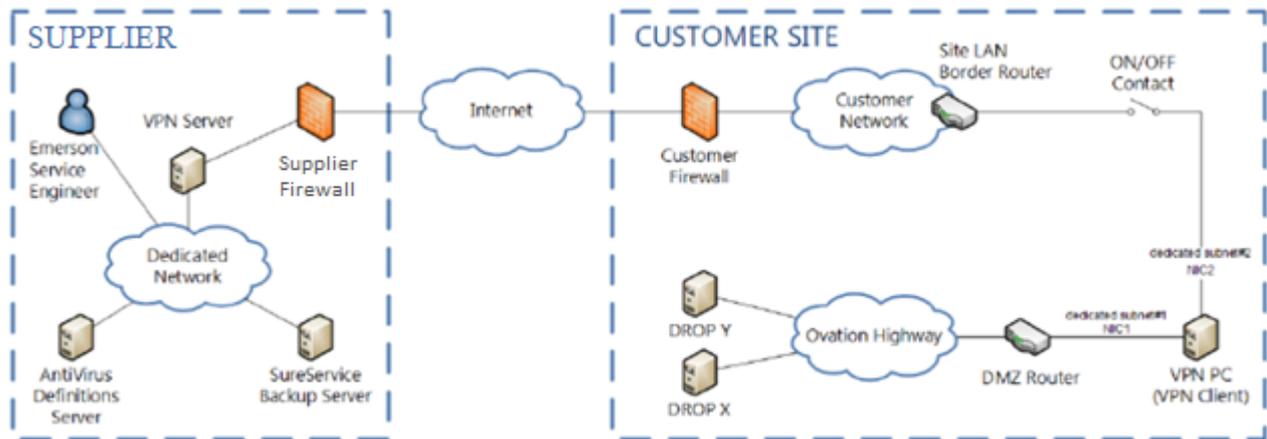
5.1.3. **Access to the "www.ovationusers.com" system environment for the duration of the Contract.** The Customer shall be provided with an extended user account (ID) at www.ovationusers.com. The following benefits and features shall be available through this service:

5.1.3.1. Download system documentation online at no extra cost.

5.1.3.2. Emerson Ovation system problem reports and solutions.

5.1.3.3. A discussion area where questions to Emerson's technical experts can be posted in case of emergencies.

5.1.3.4. Technical advice from Emerson product development specialists.

5.1.3.5. Access to the latest patches for tested antivirus software.

5.1.3.6. Information about the latest Emerson Ovation software fixes.

5.1.4. **Emerson Ovation Guardian support service**. Ovation Guardian shall be a web page that displays data specific to the Customer. It shall contain data relevant to the Customer's system:

5.1.4.1. Online repair tracking status of returned Ovation system components for repair.

5.1.4.2. Online access to the status and history of incidents reported by the Customer.

5.1.4.3. Information on system configuration, installed components, operating systems.

5.1.4.4. 24/7/365 access to integrated global factory support to help mitigate risks and resolve system issues.

5.1.4.5. Regular access to the latest Ovation software platforms (software updates).

5.1.4.6. Automated lifecycle management of the entire system inventory.

5.1.4.7. Microsoft O/S cyber security management.

5.1.4.8. Automated alerts that identify specific actions needed to maintain the system or ensure reliability.

5.1.4.9. A single portal where all relevant information about the system in operation can be found.

5.1.5. **Emerson Ovation 3.6 DCS system analyses, comprehensive annual report**.

5.1.6. **Ensuring delivery and deployment of Emerson Ovation 3.6 DCS system updates;**

5.1.7. **Support and development of the Emerson PWCS (Power and Water Cybersecurity Suite).** The Power & Water Cybersecurity Suite Support Module is an extension of the Emerson Ovation package. This includes access to technical support for all PWCS components and updates to the PWCS software content approved by Emerson. Updates include:

5.1.7.1. Patch Management Content Updates (Security Patches);

5.1.7.2. Updates to the AC (whitelisting) policy;

5.1.7.3. Antivirus signature updates;

5.1.7.4. The PWCS Support Module also includes the renewal of any required third party licences (if applicable) and access to newer minor software updates for PWCS components on the current PWCS platform. These new minor updates can be installed by Emerson PWCS experts during PWCS maintenance visits.

5.1.7.5. PWCS support shall cover all PWCS components installed in the Customer's factory:

5.1.7.5.1. Antivirus.

5.1.7.5.2. Patch Management.

5.1.7.5.3. Application Control (AC).

5.1.8 <u>Emerson Ovation 3.6 DCS on-site maintenance.</u> As part of the provision of these services, the Provider shall assign a certified engineer to carry out scheduled on-site maintenance visits to the Customer's Ovation system covered by this agreement. One (1) on-site maintenance visit, totalling three (3) working days of eight (8) working hours each, shall be performed once per year. The service shall include travel time for the Provider's engineer and travel and subsistence expenses to the Customer. The list and type of activities to be carried out will be mutually agreed prior to the engineer's arrival on site. The timing and duration of the visit shall be agreed with the Customer at least four weeks before the visit.

5.1.9 <u>Rapid on-site response to emergency breakdowns</u>. The on-site emergency response service shall cover only the preparation for the arrival at the time of an emergency breakdown, while the arrival itself and the hours worked by the technician shall be charged according to the rates specified in the Contract. This service shall be used with the assistance of a certified engineer if the remedial action required to resolve the problem affecting the operation of the Ovation system cannot be adequately determined by telephone or remote diagnostics. Terms of Service:

5.1.9.1. Rapid on-site response to emergency breakdowns shall be available 24/7;

5.1.9.2. The Provider's engineer shall arrive on site within 48 hours. This time shall be calculated from the Customer's written request/confirmation (by email) until the arrival of the engineer at the location specified by the Customer.

5.1.9.3. The Provider's engineer shall be assigned to provide technical support for the repair of hardware component failures (where possible) and software configurations when the system is not working or behaving as expected. The engineer shall be sent to the site on an emergency basis. The service is not intended for ongoing engineering upgrades or software development.

5.1.9.4. Emergency response is designed to ensure the safety and reliability of the Customer's system.

5.2. **The Provider shall be required to provide additional specialist (engineering) services (rows 4 to 10 of Table 1), i.e. services not covered by the Service Packages listed in rows 1 to 3 of Table 1, but necessary for the operation and development of the DSC System, on a Customer-by-Customer basis.**

5.3. **The Provider shall be required to supply spare parts on the basis of individual orders from the Customer (rows 11-30 of Table 1).**

6. GENERAL REQUIREMENTS AND INFORMATION

6.1. **The scope of the Customer's existing Emerson Ovation 3.6 DCS system:**

6.1.1. Emerson Ovation version - 3.6;

6.1.2. The number of Emerson Ovation controllers – 7;

6.1.3. The number of Emerson Ovation stations – 8;

6.1.4. The number of Emerson Ovation PWCS – 1.

6.2. **General Emerson Ovation 3.6 DCS Service Requirements:**

6.2.1. Telephone service support shall be available 24/7 on a dedicated telephone number, in English or Lithuanian;

6.2.2. Remote system diagnostics shall be available 24/7;

6.2.3. The response time for incidents reported to the SureService helpdesk shall be 1 hour from the time the incident is reported by phone. Response is defined as the start of the incident resolution procedure;

6.2.4. Preparation and presentation of an annual report once a year;

6.2.5. The Provider shall be required to perform periodic backups and upgrades of the Emerson Ovation 3.6 DCS system software;

6.2.6. All security updates to the Emerson Ovation 3.6 DCS system software shall be tested and approved in the Emerson Ovation 3.6 DCS software environment;

6.2.7. All software updates for the Emerson Ovation 3.6 DCS system shall be supplied directly from the manufacturer of the system;

6.2.8. The Customer shall be provided with the Emerson Ovation 3.6 DCS system hardware and software documentation;

6.2.9. Documentation of software patches shall be provided to the Customer;

6.2.10. The Provider shall be able to carry out a cybersecurity analysis, assess all critical points, provide a cybersecurity report and make recommendations to strengthen cybersecurity;

6.2.11. The Provider shall be able to appoint an engineer who can visit the Customer within 48 hours of the Customer's request to ensure smooth operation of the system;

6.2.12. The Provider shall have the capability to repair Emerson Ovation 3.6 DCS components;

6.2.13. The Provider shall be able to provide training on the Distributed Management System to the Customer's staff at agreed times, if required and requested by the Customer.

6.3 Description of the Customer's responsibilities

6.3.1 The Customer shall appoint staff to be the main contact persons for questions.

6.3.2 The Customer shall provide communication access (telephone line or VPN connection) for remote diagnostics of the system;

6.3.3 The Customer shall grant the Provider's key employees access to the DCS system and permissions during business hours.

6.3.4 The Customer's engineers knowledgeable in the manufacturing process in an attempt to resolve problems shall be designated for the Provider.

6.3.5 Provide on-the-job safety training - briefings as required and/or requested by the Provider.

6.3.6. Provide access to the system upgrades necessary to provide the Services.

7. PROCEDURES AND DEADLINES FOR THE PERFORMANCE OF SERVICES AND THE DELIVERY OF GOODS

7.1. The services specified in rows 1 to 3 of Table 1 in clause 3.1 of the Technical Specification shall be provided from the date of the submission of the Order to the Provider and shall be provided for the periods specified in Table 1 and within the time limits specified in sub-clauses 5.1 and 6.2 of Clause 5.1 and 6.2 of the Technical Specification.

7.2. The Services referred to in Clause 5.2 of the Technical Specification shall be provided under separate agreements depending on the scope of the Services to be ordered, but not later than within 30 (thirty) calendar days days from the date of the submission of the Order to the Provider.

7.3. The Goods shall be delivered within 60 (sixty) calendar days from the date of placing the Order with the Provider at the latest.

8. QUALITY AND THE FIXING OF DEFECTS

8.1. Defects in the Services and/or the result of the Services and defects in the Goods shall be deemed to be non-conformities with the requirements of the Technical Specification and legal acts governing the quality of the Services and/or the Goods.

8.2. The Customer shall have the right to apply to the Provider for fixing defects in the Services, Goods and/or the result of the Services within 30 (thirty) calendar days at the latest days from the date of signing of a deed of transfer - acceptance of the Services and/or Goods or the date of recording of the defects.

8.3. The Customer shall have a time limit of not more than 30 (thirty) calendar days to fix any deficiencies in the Services referred to in rows 1 to 3 and 5.2 of Table 1 and/or in the result thereof.

8.4. The time limit for fixing defects in the quality of the Goods shall not exceed 60 (sixty) calendar days.

8.5. In the case of emergency services, a maximum of 5 (five) business days shall be allowed to fix any deficiencies identified.

9. TERMS OF PAYMENT

9.1 The Customer shall pay the Provider for actually provided quality Services and/ or delivered Goods within 30 (thirty) days from the date of signing a deed of acceptance – transfer of Services and/or Goods and receipt of an Invoice.

10. DOCUMENTS ACCOMPANYING THE SERVICES AND/OR GOODS PROVIDED

10.1. A deed of acceptance – transfer of the Services and/or Goods;

10.2. a Service Report to be submitted by the Provider in digital format.