Procurement method: competitive dialogue (international procurement)
Goods code according to CPV: 48700000-5
Ecocost No. 10995

CONTRACT FOR THE PURCHASE AND SALE OF GOODS WITH ACCOMPANYING SERVICES

__ _____ 2021
Vilnius

SPECIAL TERMS AND CONDITIONS

Lietuvos geležinkeliai, JSC, legal entity code 110053842, represented by CEO Mantas Bartuška acting in accordance with the company's articles of association (hereinafter - **the Client**), and suppliers operating on the basis of a 20/08/2019 joint activity agreement (hereinafter - **JAA**) **LLC Fortevento**, legal entity code 302327313, and **Turnit OÜ**, legal entity code 12851752, are represented on the basis of JAA by director of LLC Fortevento Aurelijus Šaltenis (hereinafter referred to as **the Contractor)**, hereinafter collectively referred to as **the Parties** and individually - as **the Party ,** have concluded the present purchase and sale contract, hereinafter referred to as **the Contract**, and agreed on the following conditions:

1. Object of the Contract

1.1.   The object of the Contract shall be the purchase and sale of the lease of a ticketing system with accompanying services (hereinafter - **the System / the Services**).

1.2.   The operation of the system shall be ensured by the resources and at the expense of the Contractor's data center.

1.3.   The services related to the maintenance of the System and specified in Annex 1 Technical Specification (hereinafter - **Annex 1**) to the Special Terms and Conditions of the Contract shall be provided remotely (by telephone, e-mail and the support portal specified by the Contractor).

1.4.   Contact details of the person responsible for the performance of the Contract by the Client: ███████████████████████████████████████
████████████████████████████████

1.5.   Contact details of the person responsible for the performance of the Contract by the Contractor: ████████████████████████████████████.

1.6.   The Parties shall inform each other about the change of the authorized responsible person by e-mail specified in Chapter 12 of the Special Terms and Conditions of the present Contract; the Parties hereby agree that a separate amendment to the Contract or a separate formalization of the powers shall not be signed for this reason.

2. CONTRACT PRICE, PRICING RULES, PAYMENT TERMS

2.1.   The maximum Contract price shall amount to EUR – 7.166.000,00 (seven million one hundred sixty six thousand Eur, 00 ct);

VAT - not applicable in accordance with Article 49 of the Law on Value Added Tax of the Republic of Lithuania.

2.2.   In accordance with the Methodology for Determining the Pricing Rules approved by the Director of the Public Procurement Office (hereinafter - the **Methodology**), a reviewable fixed fee shall apply to the Contract. The grounds and procedure for a review of the fee is provided in Clauses 2.3 and 2.6 of the Special Terms and Conditions of the Contract.

The service fees are specified in Annex 3 (Fees) to the Special Terms and Conditions of the Contract (hereinafter - **Annex 3**).

2.3.   Recalculation of the fixed fee shall be possible only once and 30 (thirty) months after the entry into force of the Contract, subject to a reasoned written request of the Contractor. Fee recalculation shall take place in accordance with the following procedure:

2.3.1.   If, according to the data of the Department of Statistics of the Republic of Lithuania, the annual inflation rate in the Republic of Lithuania amounts to 7 (seven) or more percent, or the annual deflation rate reaches the threshold of -7 (minus seven) or less per cent (data source used - http://www.stat.gov.lt).

2.3.2.   The fees shall be recalculated using the following formula:

$$C_{pn} = S_n \times (1 + (I - X)/100)$$

C $_{pn}$ - recalculated fee applicable to the Services.

S $_n$ - the fee applicable to the Services under the Contract.

I - inflation or deflation rate *in percent (in the case of deflation, the percentage shall be entered with a minus sign)*.

X - in the case of deflation: -7 (minus seven); in the case of inflation: 7 (seven).

2.3.3.   The recalculated fees shall take effect from the signature date of the Contract Amendment Agreement (hereinafter referred to as **the Agreement**), unless the Agreement itself provides otherwise.

2.3.4.   The Client shall pay for the Services ordered before the signature date of the Agreement at the rates valid until then; payment to the Contractor for the Services ordered after the signature date of the Agreement shall be made at the newly calculated and contractually established rates.

2.3.5.   Following the recalculation of the rates in accordance with Clause 23 of the Methodology, the maximum Contract price shall be adjusted (increased or reduced). The revised total price of the Contract shall be calculated by adding the Fixed Contract Price and the Revised Contract Price. The Fixed Contract Price shall include all amounts paid before the recalculation of the Contract. The Revised Contract Price shall include the amount equal to the outstanding amounts specified in Annex 3 at recalculated rates.

2.3.6.   The recalculation of the fees shall be recorded by an amendment to the Contract signed between the Client and the Contractor. The fees established in Annex 3 to the Special Terms and Conditions of the Contract shall be amended accordingly.

2.4. Pursuant to the Methodology for Determining the Pricing Rules approved by the Director of the Public Procurement Office, the Client may order and purchase from the Contractor the goods or services that are not covered by the Contract but are related to the procurement object / object of the Contract for not more than 10 (ten) percent of the maximum Contract price (without increasing it). The price of the goods or services not covered by the Contract shall be agreed with the Client in advance; the Client shall not purchase and pay for any goods or services which have not been approved by the Client. Payment for the goods or services not covered by the Contract shall be made at prices not higher than the current prices of these goods or services published at the point of sale of the Contractor, in his catalogue or website on the day of the specific order of the Client; if such prices are not published, payment shall be made at competitive market prices offered by the Contractor. Goods and services not covered by the Contract shall be purchased according to the needs of the Client.

2.5.   Terms of payment: the Services duly provided and accepted by the Client during the previous calendar month shall be paid by the Client once a month within 45 (forty five) calendar days in accordance with the procedure established in the General Terms and Conditions of the Contract (Annex 10).

2.6. Recalculation of the fixed fee is possible 2 (two) calendar years after the opening of the System for the use of external customers (Clause 3.7 of the Special Terms and Conditions of the Contract) and upon receipt of a reasoned written request of the Contractor. The recalculation of the fixed fees is performed in the following order:

2.6.1. If during the previous calendar year the number of transactions performed with the help of the System has increased by more than 25 % compared to the previous calendar year and the Contractor may provide documentation proving this.

2.6.2. Only one particular fixed fee is recalculated - the monthly support fee of the System specified in Table 1 of Annex 3 shall be increased by 5 %.

2.6.3. The recalculation is possible only once in each calendar year.

2.6.4. The recalculated fee shall take effect from the date of signing the Agreement, unless otherwise provided in the Agreement itself.

2.6.5. The Client shall pay for the Services ordered before the signature date of the Agreement at the rates valid until then; payment to the Contractor for the Services ordered after the signature date of the Agreement shall be made at the newly calculated and contractually established rates.

2.6.6. Following the recalculation of the rates in accordance with Clause 23 of the Methodology, the maximum Contract price shall be adjusted (increased or reduced). The revised total price of the Contract shall be calculated by adding the Fixed Contract Price and the Revised Contract Price. The Fixed Contract Price shall include all amounts paid before the recalculation of the Contract. The Revised Contract Price shall include the amount equal to the outstanding amounts specified in Annex 3 at recalculated rates.

2.6.7. The recalculation of the fees shall be recorded by an amendment to the Agreement signed between the Client and the Contractor. The monthly support fee of the System in Annex No. 3 to the Special Conditions of the Contract shall be amended accordingly.

3. SYSTEM IMPLEMENTATION PLANNING AND INSTALLATION

3.1. The Contractor shall provide a detailed list of the information (data, documents, etc.) required by the Contractor to perform the analysis of the System installation related processes carried out by the Client; the list shall be sent by e-mail to the responsible person authorized by the Client specified in Clause 1.4 of the Special Terms and Conditions of the Contract within 5 (five) business days after the Contract enters into force.

3.2. Within 45 (forty five) calendar days after receipt of the information specified in Clause 3.1 of the Special Terms and Conditions of the Contract, the Contractor shall perform a detailed analysis of the system installation related processes of the Client and sign a System implementation plan with the Client within the same period. The Client shall give its written approval of the System implementation plan submitted for assessment or submit its comments regarding the plan within a period of not more than 3 (three) business days from the date of receipt of the plan. The number of comments (iterations) shall not be limited, but in any event the Contractor must sign the final System implementation plan with the Client within the period of 45 (forty five) calendar days provided for in the present clause.

3.3. The Preliminary System Implementation plan is provided in Annex 8 to the Special Terms and Conditions of the Contract (Preliminary System Implementation Plan). **Once approved, the System Implementation plan shall form an integral part of the Contract**.

3.4. The time limit specified in Clause 3.2 of the Special Terms and Conditions of the Contract may be extended only if the Client fails to provide the identified information required for the analysis of the Contractor in accordance with the procedure provided for in Clause 3.1 of the Special Terms and Conditions of the Contract. In all other cases, the Contractor must comply with the time limit provided for in Clause 3.2 of the Special Terms and Conditions of the Contract.

3.5. The Parties hereby agree that the System Implementation plan approved by the Parties **and the terms specified therein shall be an essential condition of the Contract**. The time limits set in the System Implementation plan may be extended proportionately if the Contractor, through no fault of its own, is unable to properly perform its contractual obligations due to the fault and / or improper act and / or omission of the Client or third parties.

3.6. The System Implementation plan must distinguish the preparatory work for the System Implementation, the testing phase and the Pilot System Implementation.

3.7. **Pilot System Implementation must be accepted by the Client upon signing the Service (System) Transfer-Acceptance Statement** (see Chapter 7 of the General Terms and

Conditions of the Contract) **within 6 (six) months from the entry into force of the Contract**. Pilot System Implementation must include the integrations of the Traffic Management System, SAP ERP, Microsoft Azure AD and BankLink (see rows 2.1 and 2.4 of Table 2 in Annex 3). The Parties shall record the Pilot System Implementation by signing a separate Service Transfer-Acceptance Statement. The Parties hereby agree that when the Contractor completes the Pilot System Implementation, he will be paid for the integrations of the systems specified in rows 2.1 and 2.4 of Table 2 in Annex 3. The System monthly rental fee specified in Table 1 of Annex 3 shall begin to accrue from the day of signing the Service (System) Transfer-Acceptance Statement.

3.8.   If the Contractor delays Pilot System Implementation by more than two (2) calendar months, the Client shall be entitled to unilaterally terminate the Contract on grounds of material breach of the Contract (clause 16.3.5 of the General Terms and Conditions Conditions), and invite the tenderer who was awarded the second position in list of tenders (ranked in the descending order of economic benefit) to sign the contract.

3.9.   The full Implementation of the System is not defined by specific integrations, their number or other functionalities of the System. The Client shall develop and improve the prepared Pilot Implementation of the System upon its actual operational needs, in consultation with the Contractor if necessary.

4.   SYSTEM AND SERVICE QUALITY, SERVICE LEVEL, DEVELOPMENT SERVICES

4.1.   The Services must be provided in a quality and timely manner in accordance with the requirements set out in the Contract and its Annexes and the legal acts regulating the provision of such Services.

4.2.   The technical and warranty requirements to the System and the Services are provided in Annex 1.

4.3.   The level of service, identification and elimination of service deficiencies / defects is described in Annex 9 to the Special Terms and Conditions of the Contract (Service level, procedure for identifying and addressing service deficiencies / defects) (hereinafter - **Annex 9**).

4.4.   The Contractor shall address the deficiencies / defects of the Services at its own expense, free of charge in accordance with response time-limits set out in Annex 9. The Client shall not reimburse any related costs or losses incurred by the Contractor. The Parties hereby agree that the time-limits for addressing deficiencies / defects of the **Services set out in Annex 9 shall be an essential condition of the Contract**.

4.5.   The period required to address service deficiencies shall not extend the time-limits for the provision of the Services set out in the Contract.

4.6.   Upon identifying a specific need for the development services set out in Table 3 of Annex 3 (hereinafter referred to as **the Development Services**), the Client shall form an order for the Development Services of the Contractor (hereinafter referred to as **the Order**). The order sent to the e-mail address of the authorized responsible person of the Contractor specified in Clause 1.5 of the Special Terms and Conditions of the Contract shall be deemed to have been received on the day of sending the Order. The Contractor shall confirm the Order within 7 (seven) business days or identify in a reasoned manner the exact information or documents the Contractor lacks in order to draft an offer for the proper implementation of the scope of the Order.

4.7.   Within 10 (ten) business days from the confirmation of the Order, the Contractor shall send his offer for the implementation of the Order (hereinafter - **the Offer**) to the Client. The Offer must contain the following: a description of the execution of the Order, the time limits for executing the Order, the price of the implementation of the entire scope of the Order as well as other important information related to the Offer.

4.8.   The Client shall issue a written approval of the written Offer of the Contractor or submit its comments on its adjustment within 5 (five) business days. Each time when the Client submits its observations and comments regarding the Offer, the Contractor shall have the maximum of 5 (five) business days to provide clarifications and submit them to the Client.

4.9.   After the Client issues a written approval of the Offer, the next business day after the Client's approval shall be deemed to be the first day of implementation of the Offer. **The Offer approved by the Client shall form an integral part of the Contract**. If the Contractor delays the implementation of the Order within the term provided therein by more than 1 (one) calendar month,

thereof the Client acquires the right to terminate the Contract due to a material breach of the Contract (Clause 16.3.5 of the General Terms and Conditions of the Contract).

4.10. The result of each executed Order is accepted by the Parties by signing a separate Service Transfer-Acceptance Statement.

5. DATA, DATA PROTECTION AND PROCESSING

5.1. By concluding the present Contract, the Parties confirm their understanding that Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data is directly applicable as of 25 May 2018. The Parties hereby confirm that where proper implementation of the Contract involves personal data processing, the Parties shall conclude a separate agreement on data processing, specifying the object and the duration, the nature and the purpose of such data processing, the types of personal data and the categories of data subjects as well as the obligations and the rights of the data controller (hereinafter - **the Personal Data Processing Agreement**, Annex 2 to the Special Terms and Conditions of the Contract (Personal Data Processing Agreement)).

5.2. The Parties hereby confirm that the obligations related to data protection, the processing of personal data, backup copies and audit shall be apportioned in the Personal Data Processing Agreement (Annex 6 to the Special Terms and Conditions of the Contract (Personal Data Processing Agreement)).

5.3. The Contractor hereby confirms that all data supplied by the Client or created by the Client using the Services / System described in the scope of the present Contract shall be the property of the Client.

5.4. The Contractor shall ensure that the Client's data is stored and transmitted within the European Economic Area (EEA). The Client shall be free to make an exception to this condition if the Contractor is able to document and provide a written confirmation of additional measures to ensure data confidentiality. Exceptions shall be possible only with the prior written approval of the Client.

5.5. The Services that are not related to the Client's data may also be provided from outside of the European Economic Area (EEA).

6. INTELLECTUAL PROPERTY

6.1. The Contractor shall be the exclusive holder of the ownership title to the System and all intellectual property rights, including alterations, updates or modifications to the System, as well as other data, except for the data of the Client, stored in the System of the Contractor.

6.2. Except when the Contract expressly provides otherwise, neither Party shall transfer any intellectual property rights under the present Contract to the other Party. The Client is granted non-exclusive, non-transferable, limited rights to temporarily use the System as a SaaS (*software as a service*) exclusively for the performance of the business operations by the Contractor during the term of the Contract. The Client shall have no right to sublease / sublicense, copy, distribute or modify the System. The Client shall have the right to grant access to, and allow the use of the System by other companies that are part of JSC Lietuvos Geležinkeliai group of companies, to the extent it may be necessary for the performance of their business operations related to the System.

6.3. The Parties may not use each other's trademarks, logos, company names or other intellectual property rights in their promotional, marketing or presentation materials unless the other Party has given its prior written consent.

6.4. If third party products or services are used within the scope of the Contract, the Contractor shall ensure that it has all rights to use such products and services for the performance of the present Contract, and that all fees and charges for the use of such products are included in the Contract price / fees. The Contractor shall indemnify and hold the Client harmless against (including) any claims arising out of, or in connection with, the infringement of intellectual property rights (including legal defence and litigation costs in the event of an alleged infringement).

6.5. The Client undertakes immediately to inform the Contractor about the incoming claims or complaints of third parties regarding the infringement or suspected infringement of intellectual

property rights and to provide copies thereof to the Contractor. The Contractor shall immediately investigate the received claims and inform the Client about his decision on the submitted claims (whether the claims will be satisfied, rejected or amicable solution will be sought). The Contractor shall have the right to change the part of the System for which claims are made so that it does not infringe the intellectual property rights of third parties only on condition that it will not have any negative impact on the functionality, quality and service level of the System. The Contractor must inform the Client in advance about any changes and may make them only with the written consent of the Client. All claims of third parties must be resolved by the Contractor without involvement of the Client. If the Client is involved in any legal proceedings, the Contractor shall reimburse the Client for reasonable legal costs incurred as a result.

7. LIABILITY OF THE PARTIES

7.1.   If the Contractor fails to maintain the Service Availability set out in Annex 9 (i.e. the availability of **99.5 per cent**), the Client shall charge a penalty of EUR 2,500 (two thousand five hundred euros 00 ct) per 1 (hour), calculated to the nearest minute, of the time when the System is unavailable to the Client through no fault of the Client.

7.2.   Penalties shall only apply for availability violations identified in production environment (PROD).

7.3.   The amount of the penalty shall be determined according to the table / calculation model below:

System Availability 7 days a week x 24 hours a day	System unavailability during the month (day, hours, minutes, seconds)	Amount of the penalty for the respective month, EUR
...	...	...
95 per cent	1 day and 12:00:00	90,000.00
96 per cent	1 day and 4:48:00	71,200.00
97 per cent	0 days, 21:36:00	53,400.00
98 per cent	0 days, 14:24:00	35,600,00
99 per cent	0 days, 7:12:00	17,800.00
...	...	...
...	...	...
...	...	...
...	...	...
99.5 per cent	0 days, 3:36:00	(penalty not applicable)
...	...	(penalty not applicable)
...	...	(penalty not applicable)
...	...	(penalty not applicable)
...	...	(penalty not applicable)
...	...	(penalty not applicable)
100 per cent	0 days, 0: 00: 25.92	(penalty not applicable)

7.4.   If the Service Availability falls below 90 per cent (ninety percent), the Client shall have the right to terminate the Contract unilaterally on grounds of material breach of the Contract (Clause 16.3.5 of the General Terms and Conditions of the Contract).

7.5.   The combined maximum limit of the amount of penalties for failure to maintain Service Availability shall be 15 (fifteen) percent of the maximum Contract Price (including VAT).

7.6.   The Contractor shall not be subject to the penalties provided for in Clause 7.1 of the Special Terms and Conditions of the Contract where failure is due to the following circumstances, but no longer than for the duration of the effect of these circumstances on the provision of the Services:

7.6.1. Erroneous, incomplete, corrupted / unencrypted or incorrect (due to the submission of data in a wrong format) data / information supplied by the Client to the Contractor;

7.6.2. The fault, act or omission of the Client, its employees or a third party (excluding the entities used by the Contractor for the performance of the Contract);

7.6.3. Force Majeure;

7.6.4. in other cases provided for in the Contract.

7.7. If the Client fails to comply with the contractual time-limits to pay for quality Services provided by the Contractor and accepted by the Client, starting from next day the Contractor shall charge the Client the interest on arrears in the amount 0.1 (one-tenth) percent of the outstanding amount including VAT, if applicable to the Contract; the maximum limit of the interest on arrears shall amount to 20 (twenty) percent of the maximum Contract Price, including VAT, if applicable to the Contract.

7.8. If the Contractor essentially violates the provisions of the Personal Data Processing Agreement or in other cases provided in the Personal Data Processing Agreement, the Client shall have the right to terminate the Contract on grounds of material breach of the Contract (Clause 16.3.6 of the General Terms and Conditions of the Contract).

7.9. The Contractor must have professional indemnity insurance in the amount EUR 10,000,000.00 (ten million euros, 00 ct) or more. Within 10 (ten) calendar days from the signature date of the Contract, the Contractor must submit digital copies of the insurance certificate and documented proof of payment to the representative of the Client, email: gediminas.bliujus@litrail.lt The Contractor's professional indemnity insurance must be valid for the entire term of the Contract.

7.10. Any direct loss (damage) caused by one Party to the other as a result of any act or omission on the part of the Parties shall be indemnifiable, but shall not exceed the maximum Contract Price (including VAT) set out in Clause 2.1 of the Special Terms and Conditions of the Contract. The limitation of liability shall not apply in the cases of intent or gross negligence or stipulated in Clause 7.8 of the Special Terms and Conditions of the Contract, or in other cases set out in other laws.

7.11. If the Contractor fails to observe the time limit for the implementation of the Offer (i.e. the provision of Development Services), starting from next day the Client shall charge the Contractor the interest on arrears in the amount of 2 (two) percent of the price of the Offer the implementation whereof is delayed, including VAT.

7.12. If the Contractor fails to observe the time limits of response set out in Annex 9, the Client shall charge the Contractor the interest on arrears at the following rates:

7.12.1. P1 Critical incident - EUR 100 (one hundred euros, 00 ct) for each 20 (twenty) minutes of the delay;

7.12.2. P2 High incident - EUR 60 (sixty euros, 00 ct) for each 30 (thirty) minutes of the delay;

7.12.3. P3 Medium incident - EUR 40 (forty euros, 00 ct) for each 8 (eight) hours of the delay.

7.13. If the Contractor fails to observe the time limits for addressing problems set out in Annex 9, the Client shall charge the Contractor the interest on arrears at the following rates:

7.13.1. P1 Critical incident - EUR 1,500 (one thousand and five hundred euros, 00 ct) for each hour of the delay;

7.13.2. P2 High incident - EUR 1,000 (one thousand euros, 00 ct) for each hour of the delay;

7.13.3. P3 Medium incident - EUR 250 (two hundred and fifty, 00 ct) for each business hour of the delay.

7.14. If the Contractor is late to complete the Pilot System Implementation within the time limit set out in Clause 3.11 of the Contract, starting from next day the Client shall charge the Contractor the following interest on arrears for each calendar day of the delay:

7.14.1. if the delay period is up to 14 (fourteen) calendar days - EUR 1,000 (one thousand euros, 00 ct) for each calendar day of the delay;

7.14.2. if the delay period is between 15 (fifteen) calendar days and 1 (one) month - EUR 1,500 (one thousand and five hundred euros, 00 ct) for each calendar day of the delay;

7.14.3. if the delay period exceeds 1 (one) month - EUR 2,000 (two thousand euros, 00 ct) for each calendar day of the delay.

7.15. If the Contractor fails to perform or improperly performs the obligations provided for in the Service Termination Management Plan, the Client shall charge the Contractor the interest on arrears in the amount of EUR 100 (one hundred, 00 ct) for each calendar day of such non-performance or improper performance, unless the Service Termination Management Plan is not performed or performed improperly though the fault of the Client. The above interest on arrears shall be the liquidated damages that do not need to be proven, and their payment shall not release the Contractor from the obligation to compensate all losses incurred by the Client and to properly implement the Service Termination Management Plan.

8. INSPECTIONS AND AUDITS

8.1.   The Contractor undertakes, if necessary, to allow the representatives of the European Union and national institutions (the State Audit Office of the Republic of Lithuania, the Ministry of Transport and Communications of the Republic of Lithuania, etc.) to check the implementation of the Contract and inspect / audit the documents related to the Contract. The purpose of the audit is to determine whether the Contractor is properly fulfilling / has properly fulfilled its contractual obligations to the Client (hereinafter - the **Audit (s)**).

8.2.   The Client shall also have the right to use an independent audit firm to perform the Audit, in which case confidentiality obligations of the firm shall be established by contract.

8.3.   Audits may be conducted during the term of the Contract and after the end of the Contract, subject to prior written notice to the Contractor. Audit costs (if any) payable to the auditors shall be borne by the Client.

8.4.   For the purpose of the Audit specified in the present clause, the Contractor shall provide full assistance to the Client and the auditors free of charge; the assistance shall include providing the necessary access (or other means) to review the documents / information / databases, etc. related to the implementation of the Contract, and / or granting limited access to the technical environment of the System (granting rights to view System data, excluding the System source code) / information systems, and, if necessary, taking part in interviews and discussions with the Client, the auditors, providing detailed explanations, etc., in accordance with confidentiality requirements, allowing to make copies of information / documents related to the Contract. The Contractor shall also provide the Auditor with access to the relevant and necessary staff of the Contractor / subcontractors / sub-suppliers, and take every step to facilitate the work of the auditors.

8.5.   Within a reasonable period specified by the auditor, the Contractor shall provide the auditor or the Client with all data and all other materials / accesses, etc. (excluding the System source code), necessary to conduct the Audit. The Parties hereby agree that certain materials necessary for the proper performance of the Audit, which the Contractor has designated as confidential, may be reviewed in person by the auditor only at the premises of the Contractor and in the presence of a representative of the Contractor, unless the Parties shall agree otherwise.

8.6.   If all the materials required the for conducting the Audit are provided by the Contractor in such a form and / or by such means that the Audit can be conducted remotely in digital or paper form, the Client shall not require physical access to the business processes of the Contractor (including data centers). The Parties hereby agree that neither the Client nor the Auditor shall in any case be granted access to the source code of the System and related documents.

8.7.   The Auditor shall not have the right to receive information / data that belongs or is related to other clients of the Contractor. At the written request of the Contractor, the person conducting the Audit must sign a confidentiality undertaking to the Contractor and comply with the security procedures of the Contractor (or its subcontractors / sub-suppliers).

8.8.   The Contractor must ensure that all conditions applicable under this chapter of the Contract also apply to its subcontractors / sub-suppliers.

8.9. Upon the completion of the Audit and upon the statement of the auditor that the Contractor fails to perform its contractual obligations or performs them improperly, causing a loss to the Client (including, but not limited to, additional costs, interest on arrears and / or penalties), the Client shall be entitled to approach the Contractor in writing and claim compensation of such documented losses in accordance with the procedure laid down in the Contract.

8.10. The Client's contracts with the auditors conducting the Audit may provide for additional rights of use, which shall also be acknowledged by the Contractor, excluding the System source code.

9. CONTRACT SECURITY

9.1. The performance of the Contract shall be secured using penalties and one of the methods for securing the fulfilment of the obligations specified in clauses 6.2.2 and 6.2.3 of the General Terms and Conditions of the Contract, that must be 3 (three) per cent of the maximum Contract price (excluding VAT) and valid for at least 2 (two) years from the date of its submission in accordance with the procedure established in Clause 9.2 of the Special Terms and Conditions of the Contract.

9.2. The documented proof of payment, the original of a bank guarantee or the original of an insurance company's guarantee shall be furnished to the Client / the Client's representative by electronic means only ████████████████████████ within 10 (ten) calendar days from signing the Contract.

10. CONTRACT VALIDITY

10.1. The Contract shall be deemed concluded and shall enter into force (cumulative conditions): (i) upon signature by the authorized representatives of the Parties and (ii) upon the Contractor furnishing a Contract security document and (iii) a signed Personal Data Processing Agreement, also (iv) furnishing a document (documents) demonstrating compliance with the requirement set out in Clause 7.9 of the Special Terms and Conditions of the Contract.

10.2. Within 4 (four) calendar months after the Contract enters into force, the Contractor shall draw up a Service Termination Management Plan in accordance with the provisions of Annex 4 to the Special Terms and Conditions of the Contract (Guidelines for the Service Termination Management Plan (hereinafter referred to as the **Guidelines**)) and approve it in writing with the Client. If the Contractor is late in drawing up the Service Termination Management Plan and approving it in writing with the Client, or in updating the Service Termination Management Plan in accordance with the Guidelines, starting from next day the Client shall charge the Contractor the interest on arrears in the amount of EUR 100 (one hundred euros, 00 ct) for each calendar day of the delay. **The Service Termination Management Plan drawn up by the Parties shall form an integral part of the Contract.**

10.3. The Contract shall be valid until all obligations are discharged in full within the limits of the maximum Contract Price specified in the Contract. **The term of the Services shall not be more than 5 (five) years from the moment of entry into force of the Contract**.

10.4. Upon the expiry / termination of the Contract for any reason, the Parties shall cooperate in good faith to enable the Client to make a smooth transition (technically and commercially) from the Services / System provided by the Contractor to the Client's own ticketing system or to one provided by another third party so that the expired Contract does not adversely affect the operations or business processes of the Client. The Contractor hereby agrees to competently and professionally implement the terms and conditions of the Service Termination Management Plan specified in Clause 10.2 of the Special Terms and Conditions of the Contract and approved in writing by the Parties.

11. MISCELLANEOUS

11.1. The present Contract consists of the Special Terms and Conditions of the Contract, their annexes and the General Terms and Conditions of the Contract. The documents constituting the Contract shall reinforce each other. If the provisions of the Special Terms and Conditions and /

or their annexes are in conflict with the provisions of the General Terms and Conditions, the provisions of the Special Terms and Conditions and their annexes shall prevail. In case of discrepancies between the Special Terms and Conditions and their annexes, priority shall be given to the text of the Special Terms and Conditions signed by the Parties, then to the Annexes to the Special Terms and Conditions, then to the procurement documents which formed the basis for the Contract, and then to the Contractor's offer.

11.2. The Contract shall also be subject to the version of the General Terms and Conditions of the Contract, which is attached to the Special Terms and Conditions of the Contract (Annex 10 (General Terms and Conditions of the Contract)), the Parties are fully aware of its provisions and shall comply with them.

11.3. The Contract is concluded in accordance with the provisions of the Law of the Republic of Lithuania on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors (hereinafter - **the Law**) and other laws, and is implemented under the conditions and procedures set out in the Contract and the Law, except when the Law and the implementing legislation thereof are not mandatory due to the status of the Client (within the meaning of the requirements of (public) procurement legislation). The Parties hereby state and confirm that the provisions of the Contract are not in conflict with the provisions of the procurement conditions.

11.4. The Contractor hereby confirms that it does not object to the reorganization, separation, restructuring or transfer of the Client (including, but not limited to, contributing the assets or the undertaking to the share capital of third parties, etc.) and will not require any additional security, should such developments occur. No additional approvals or permissions of the Contractor shall be required to perform such actions. Should such approvals or permissions be required under any mandatory laws, the Contractor shall issue them immediately, but not later than within the term specified in the request of the Client.

11.5. In cases where it is stipulated that, in case of the reorganization, separation, restructuring or transfer of the Client (including, but not limited to, contributing the assets or the undertaking to the share capital of third parties, etc.), the Services specified in the present Contract are required by both the Client and / or the economic operator who has acquired all or a part of the rights and obligations under the present Contract, the Contractor shall perform its contractual obligations when needed both with respect to the Client and the economic operator which has acquired all or a part of the rights and obligations under the present Contract.

11.6. If the object of the Contract is split (or merged with the object another similar contract concluded in the framework of the same procurement), the Contract price, the quantity / the scope of the object of the Contract, the Contract security (if required) and other terms of the Contract shall be apportioned (or combined) under the terms of reorganization, separation, restructuring or undertaking transfer (if applicable), or in proportion to the share of the obligations assumed by the new Contracting Parties.

11.7. In case of the reorganization, separation, restructuring or transfer of the Client (including, but not limited to, contributing the assets or the undertaking to the share capital of third parties, etc.) the Contract shall be implemented in accordance with the laws applicable to the status of the Client and / or the economic operator which has acquired all or a part of the rights and obligations under the Contract (within the meaning of (public) procurement legislation).

11.8. The Contractor shall not be considered to be associated with the Client under the applicable legal acts of the Republic of Lithuania (Law on Value Added Tax of the Republic of Lithuania, Law on Corporate Income Tax of the Republic of Lithuania, Law on Personal Income Tax of the Republic of Lithuania).

11.9. LLC Fortevento shall be registered as a VAT taxable person in the Republic of Lithuania. Turnit OÜ shall be registered as a VAT taxable person in the Republic of Estonia.

11.10. The Contract shall be considered illegal and invalid if it becomes clear that the Contract, the Contractor, the subcontractors, third parties, specialists involved by the Contractor, or the software or hardware used in providing the Services is not in the national security interest of the Republic of Lithuania under the provisions of the Republic of Lithuania Law on the Protection of Objects of Importance to National Security. The procedure for establishing a threat to the national security interests of the Republic of Lithuania provided for in the law specified in the present clause may be clarified or supplemented in the implementing legislation.

11.11. The present Contract is made in Lithuanian and English in 2 (two) copies of equal legal force, 1 (one) for each Party. In case of discrepancies between the different language versions of the Contract, the Lithuanian text shall prevail. Correspondence between the Parties related to the Contract and the performance of the present Contract may be conducted in Lithuanian / English.

11.12. The alternative provisions set out in the General Terms and Conditions of the Contract (containing the words "if applicable", "if any", etc.) shall apply only if they are specifically described in the Special Terms and Conditions of the Contract.

11.13. Each Party must notify the other Party within 2 (two) business days about the change of the responsible contact persons, their addresses, details or other information of the Parties specified in Chapter 1 of the Special Terms and Conditions of the Contract. All notices and other correspondence sent to the address provided shall be deemed to have been duly served before the change is notified.

11.14. Annexes to the Special Terms and Conditions of the Contract:
- 11.14.1. Annex 1 - Technical Specification;
- 11.14.2. Annex 2 - Personal Data Processing Agreement;
- 11.14.3. Annex 3 - Fees;
- 11.14.4. Annex 4 - Guidelines for Service Termination Management Plan ;
- 11.14.5. Annex 5 - Contract security;
- 11.14.6. Annex 6 - Contractor's offer for procurement;
- 11.14.7. Annex 7 - Confidentiality agreement (signed by the Contractor after the qualification selection of the candidates);
- 11.14.8. Annex 8 - Preliminary System Implementation Plan;
- 11.14.9. Annex 9 - Service level, Procedures for identifying and addressing Service deficiencies / defects;
- 11.14.10. Annex 10 - General Terms and Conditions of Contract.

12. ADDRESSES AND DETAILS OF THE PARTIES

The Client
JSC Lietuvos geležinkeliai
Mindaugo st. 12, LT-03603 Vilnius
Legal entity code 110053842
VAT code LT100538411
AB SEB bankas
Ac. No. LT68 7044 0600 0029 4239
Phone +370 5 269 2038
E-mail info@litrail.lt

The Contractor
LLC Fortevento
Lvovo st. 105A, LT-08104 Vilnius
Legal entity code 302327313
VAT code LT100004630711
AB SEB bankas
Ac. No. LT17 7044 0600 0686 7877
Phone +370 5 205 9895
E-mail info@fortevento.lt
Turnit OÜ
Soola st. 8, 51004 Tartu, Estonia
Legal entity code 12851752
E-mail info@turnit.com

CEO

Mantas Bartuška

LLC Fortevento director

Aurelijus Šaltenis