

APPLICATION OPERATION SUPPORT CONTRACT FOR ECP/EDX

Contracting parties

Company: LITGRID AB
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dated December 20, 2024

Person appointed by the Client to make the Contract and its amendments public: Procurement projects

Responsible person of the Client:

hereinafter only as "**CLIENT**"

and

Company: Unicorn Grid Systems a.s.
Registered office: V Kapslovně 2767/2, Prague 3 – Žižkov, 130 00, Czech Republic
Incorporated in the Commercial Register kept on file at the Municipal Court in Prague,
Section B, Insert 29046
ID No.: 21941343
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Represented by:

Authorized for negotiation

hereinafter only as "**UNICORN**"

The CLIENT and UNICORN hereafter collectively referred to as the "**Parties**" and each referred to as the "**Party**"

enter into the following contract under section 1746 (2) and fol. of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter “the Civil Code”).

1. Preamble

- 1.1 The CLIENT wishes to enter into a contract with UNICORN setting forth the terms and conditions under which UNICORN will provide the Application Operation Support Services for ECP Software and EDX Software (jointly as the „**SYSTEM**” or “**Application**”) owned by ENTSO-E and licensed by ENTSO-E to the CLIENT (“**Contract**”). Application Operation Support Services will be provided for components listed in Annex 3. The CLIENT declares that UNICORN is entitled to provide the Application Operation Support under the ENTSO-E licensing terms.

2. Definitions

In this Contract, the following terms shall have the following meaning:

- 2.1 „Affiliate“ means with respect to the concerned Party any subsidiary, holding company, or subsidiary of any such holding company, which is associated with the concerned Party and subject to single management (i.e. corporate group).
- 2.2 „Annex“ means any of the following annexes which are attached to and form an integral part of the Contract:
- Annex 1: Service Description
 - Annex 2: Prices and Commercial Conditions
 - Annex 3: Operational Environment(s), SLA Parameters and Prepaid Hours
 - Annex 4: Summary of the Charges
 - Annex 5: Governance
 - Annex 6: Technical specification of ECP/EDX software support services
 - Annex 7: Essential terms of the Contract
 - Annex 8: Tender form - Unicorn
- 2.2.1 In the event of any ambiguity or inconsistency between the main text of the Contract and its Annexes, the Contract shall prevail over the Annexes.
- 2.3 „Application Operation Support Services“ shall have the meaning set forth in Clause 3.1.
- 2.4 „Availability“ means the time period, calculated on a monthly basis, where the SYSTEM must remain accessible and properly working. The following are not considered as downtimes and thus not taken into account in the calculation of the effective Availability: a) time period dedicated to the planned maintenance, including changing

versions, upgrading or maintaining software, b) downtimes which are triggered by CLIENT and/or Third Party Contractors c) force majeure events.

- 2.5 „Base Service Time“ means the period when the team availability and response time is guaranteed.
- 2.6 „Best Efforts“ means performing an obligation with the highest degree of diligence, prudence and foresight reasonably and ordinarily exercised by an experienced person engaged in the same line of business under the same circumstances and conditions, without guaranteeing the achievement of a specific result.
- 2.7 „Business Day“ means any day, with the exception of Saturdays and Sundays, in which banks are generally open to public in the country of incorporation of the CLIENT.
- 2.8 „Contract“ shall mean this Application Operation Support contract, including all documents, addendums, attachments, annexes, or amendments, which are to be included as an integral part of this contract.
- 2.9 „Change“ means any addition, modification or removal of anything that could have an effect on Application Operation Support Services including changes to this Contract, all architectures, processes, tools and documentation, as well as changes to Application Operation Support Services.
- 2.10 „Change Management Services“ means the services regarding handling of changes requested by the CLIENT as further described in the Service Description.
- 2.11 „Change Request“ a formal request submitted by the CLIENT for some type of change in the service, or software.
- 2.12 „Clause“ means a clause of this Contract.
- 2.13 „Effective Date“ means the date as of the Application Operation Support Services are to be provided by UNICORN in accordance with the Service Description.
- 2.14 „Incident“ means the SYSTEM not meeting requirements, any further inadequate functioning of the SYSTEM, including but not limited to any bugs present in the SYSTEM and/or any unavailability of the SYSTEM during operations.
- 2.15 „Incident Management Services“ means the service regarding handling of Incidents as further described in the Service Description (Annex 1)..
- 2.16 „Issue tracking system JIRA“ means the Incident log system as described in the Service Description (Annex 1)..
- 2.17 „Monitoring Services“ means the monitoring of the Application Operation Support Services as further described in Clause 4.
- 2.18 „Release Management“ means the process of managing, planning, scheduling and controlling a software build through different stages and environments.
- 2.19 „Remuneration“ shall have the meaning set forth in Clause 8.
- 2.20 „Report“ means a written report whereby UNICORN informs the CLIENT about the status per type of service (if applicable), as further described in Clause 5.2 of the Contract.

- 2.21 „Request for Change“ means a formal proposal for a Change to be made by either the CLIENT or UNICORN and is recorded on paper or electronically.
- 2.22 „Response Time“ means the amount of time between the moment when the Daily SPOC notifies UNICORN regarding an Incident and the time when UNICORN starts resolving an Incident.
- 2.23 „Service Description“ means the description of the Application Operation Support Services set forth in Annex 1 (Annex 1: Service Description).
- 2.24 „Service Desk“ means the helpdesk of UNICORN that complies with the specifications set forth in the Service Description and which may be contacted in accordance with the procedures set forth in the Service Description (Annex 1).
- 2.25 „Service Level“ means the levels which apply to the Application Operation Support Services to be rendered by UNICORN, as further specified and/or described in Annex 3 of the Contract.
- 2.26 „Service Level Indicator“ means a metric that indicates what measure of performance a customer is receiving at a given time.
- 2.27 „Service Request“ means a formal request submitted by the CLIENT for some type of service, software, or additional information.
- 2.28 „Source Code“ means the software provided in human readable form in such a manner that one is able to recreate and maintain the software including all Updates and Upgrades to such software.
- 2.29 „SPOC“ means single point of contact, i.e. the contact person of a Party for the matter indicated in the Clause where reference is made to the term SPOC.
- 2.30 „Third Party Contractors“ means any third party supplier providing IT services and/or IT deliverables to the CLIENT.
- 2.31 „TSO“ means Transmission System Operator.
- 2.32 „Update“ means any amendment, modification, or alteration of, or addition to SYSTEM, for the purpose of Incident correction, to be provided by UNICORN pursuant to the Application Operation Support Services.
- 2.33 „Upgrade“ means a version subsequent to the first version of the concerned SYSTEM , which comprises a substantial change of, or addition to, the functionality contained in the then current main version, in order to bring such SYSTEM up to date or to improve its characteristics, to be provided by UNICORN pursuant to the Application Operation Support Services;
- 2.34 „Workaround“ means a temporary fix or bypass of a recognized problem, including Incident, in the SYSTEM , that implies a genuine temporary solution to the problem is needed.

3. Scope of the Contract

- 3.1 This Contract sets forth the terms and conditions under which UNICORN shall provide to the CLIENT the Application Operation Support Services listed in Annex 1. The CLIENT agrees to provide to UNICORN the co-operation agreed upon in this Contract and to pay the Remuneration in the amount and under the conditions agreed upon later in this Contract for the Application Operation Support Services provided.
- 3.2 The Application Operation Support Services to be provided by UNICORN and the rights and obligations of the Parties in this respect are governed by the terms and conditions of this Contract. No other terms and conditions, including any standard, general or pre-printed terms and conditions either on the front or back of any invoice or otherwise made available or referred to by either Party shall apply to the supply of the Application Operation Support Services under this Contract, unless explicitly otherwise agreed in writing by the Parties.
- 3.2.1 The CLIENT is entitled to propose change the scope of Application Operation Support Services with regard to the change of SLA, RTO and to the supported components according to Annex 3 to this Contract. UNICORN will use its best reasonable efforts to accommodate such request.

4. Performance of services

4.1 General

4.1.1 UNICORN shall perform the Application Operation Support Services under the Contract at its premises or, if required by the CLIENT, on site at the premises of the CLIENT.

4.1.2 Neither UNICORN's employees nor any other person appointed by UNICORN to execute the Application Operation Support Services, may be considered from any point of view whatsoever as an employee of the CLIENT. The employees used by UNICORN to provide the Application Operation Support Services shall remain under its exclusive authority and supervision.

4.1.3 UNICORN undertakes and warrants:

- 4.1.3.1 that the Application Operation Support Services a) will meet all the terms and conditions set forth in this Contract and its Annexes (in particular in respect of the Service Description and the Service Levels) as well as any other specifications and/or requirements agreed between the Parties in the course of this Contract, and b) to comply with the laws, decrees, regulations, good practice and current professional standards applicable for this type of Application Operation Support Services; and
- 4.1.3.2 to provide all the Application Operation Support Services within the deadlines specified in this Contract and to use reasonable efforts to respect any deadlines in connection with the Application Operation Support Services imposed in the future by any applicable regulation or competent authority subject to prior approval of the UNICORN.

4.2 Subcontracting

4.2.1 UNICORN is entitled to carry out services under this Contract even through third persons – subcontractors; however, UNICORN is liable for performance of services as if it executed them himself.

4.3 Co-operation of the Parties

4.3.1 The Parties agree to mutually co-operate and provide to each other all information necessary for the due performance of their obligations under this Contract. The Parties are obligated to inform each other of all circumstances which are, or may be, important for the due performance of this Contract. The Parties will provide to each other necessary co-operation without undue delay.

4.3.2 UNICORN shall, at any time it requires further information or assistance from the CLIENT, specify to the CLIENT the information or assistance it requires in as much detail as possible and indicate the purpose for which it requires the information or assistance.

4.3.3 The CLIENT shall following a request of UNICORN undertake all reasonable efforts to provide UNICORN with the information and assistance that may reasonably be required of the CLIENT in order to support UNICORN in the efficient and effective performance of its obligations under the Contract.

4.3.4 The CLIENT shall undertake reasonable efforts to ensure that the information it provides as aforementioned is complete and correct.

4.3.5 Should the CLIENT fail to provide UNICORN with any necessary co-operation it is obligated to provide hereunder, it is conclusively presumed that all subsequent time limits or deadlines are postponed for the time for which UNICORN cannot provide services in consequence of the CLIENT's failure to provide the co-operation. In such a case, UNICORN has the right to require reimbursement for reasonably ex-pended costs incurred in connection with the prolongation of the performance.

5. Monitoring of the Application Operation Support Services

5.1 Meetings

5.1.1 The Parties undertake to collaborate in good faith and in close consultation with each other to give the Contract full effect and to ensure the good performance of the Application Operation Support Services.

5.1.2 The meetings mentioned shall take place by video/telephone conference. The first meeting may take place within two (2) weeks from the Effective Date. Subsequent meetings may take place once every quarter or on Party's demand.

5.1.3 Any Party may request the organization of additional ad hoc meetings, which shall be organized within a reasonable timeframe following such request thereto by a Party.

5.1.4 UNICORN shall be represented in the meetings or in ad hoc meetings by its representative indicated in Annex 5 (Annex 5: Governance) of this Contract. The CLIENT shall be represented by its representative indicated in Annex 5 (Annex 5: Governance) of this Contract, or by a substitute if mandate hereto has been given prior to the meeting.

5.2 Reporting

5.2.1 UNICORN shall provide the CLIENT with a Report containing the following information: Summary of operational statistics as defined in Clause 1.6 Reporting of Annex 1: Service Description.

5.2.2 The monthly or quarterly Report shall be delivered by UNICORN at the latest on the tenth (10th) day of the month following the month in which the related Application Operation Support Services have been provided.

5.2.3 UNICORN will provide the CLIENT with the requested information in accordance with this Clause within the timeframe agreed between the Parties or as specifically provided in this Contract.

5.2.4 UNICORN shall provide the CLIENT with all tools and information required for the independent verification of Incident Resolution Time and Reaction Time averages for the services to be provided hereunder.

5.3 Corrective System Maintenance

5.3.1 UNICORN shall provide Incident Management in accordance with best practices (e.g. ITIL V3 Service Operation). UNICORN shall ensure a continuous and close recording of every Incident including its status and related communication and actions in the Issue Tracking System JIRA.

5.3.2 UNICORN shall take over of an Incident when it was recorded and shall deploy additional resources as necessary to promptly recover the SYSTEM. UNICORN shall solve every Incident in accordance with the Service Levels defined in Annex 3 (Annex 3: Operational Environment(s), SLA Parameters and Prepaid Hours).

5.3.3 If the recorded incident was not reported by the CLIENT to UNICORN, UNICORN shall notify the CLIENT about the recorded Incident and the planned measures to recover the service. In any case UNICORN shall inform the CLIENT regularly on the progress of the incident resolution.

5.4 Issue Tracking

5.4.1 UNICORN shall make available to the CLIENT the Issue Tracking System JIRA in accordance with the specifications set forth in the Service Description.

6. Intellectual Property Rights

6.1 Except as expressly provided in this Clause 6, neither Party shall gain by virtue of the Contract any rights of ownership or interest in any Intellectual property rights owned by the other Party or any third party, including without limitation any rights of ownership or interest in any Intellectual property rights existing prior to the date of the Contract.

6.2 All Intellectual property rights related to the Application remain to ENTSO-E and are not affected by the Application Operation Support Services under this Contract. UNICORN is fully obliged to take all measures required in order to deliver the Application Operation Support Services in a manner that respects and protects the Intellectual property rights of ENTSO-E.

6.3 The CLIENT is not entitled to remove, alter, obscure or otherwise interfere with any copyright of the Application or part of the Application.

6.4 As UNICORN is not the owner of the Application, all changes related to the Application itself has to be agreed with ENTSO-E as the owner of the Application. UNICORN can describe and forward desired changes to ENTSO-

E. Nevertheless, UNICORN cannot guarantee any acceptance or acceptance deadline on ENTSO-E side. The CLIENT can also communicate with ENTSO-E directly in order to accept the desired change by ENTSO-E.

7. Indemnity for Intellectual Property Rights Infringements

- 7.1 Whereas the Application is owned by ENTSO-E and licensed to the CLIENT, the CLIENT guarantees to UNICORN, that UNICORN is authorized to provide Application Operation Support Services for the Application on behalf of the CLIENT.
- 7.2 CLIENT agrees to indemnify and hold harmless UNICORN against all claims, demands, actions, costs, expenses (including reasonable legal fees), liabilities, losses and damages arising out of or in connection with any infringement or alleged infringement (including but not limited to the defense of such infringement) of any Intellectual property right of any third party resulting from the possession or use by UNICORN of Application. The limitation of liability according to Clause 11 shall not apply.
- 7.3 UNICORN shall promptly notify the CLIENT in writing of any claim under Clause 7.2.
- 7.4 The CLIENT shall have control over the defense and settlement of such claim and overall negotiations in relation to such claim (on reasonable consultation with UNICORN).

8. Remuneration and Payment Conditions

- 8.1 For the proper execution by UNICORN of its commitments under the Contract, the CLIENT, shall pay to UNICORN the remuneration set forth in Annex 4 (Annex 4: Summary of the Charges), subject to the following Clauses below (“**Remuneration**”).
- 8.2 Unspent prepaid hours will be transferred to the next month. The hours are valuable within 6 months (cumulatively).
- 8.3 All taxes, levies, deductions, duties and/or other fees, excluding VAT, either directly or indirectly, relating to the Application Operation Support Services provided within the context of the Contract and all costs and disbursements incurred by UNICORN in connection with the performance of the Contract and/or the provision of the Application Operation Support Services, shall be deemed included in and covered by the Remuneration except as indicated hereafter.

Travel and accommodation costs may be invoiced separately (in addition to the Remuneration) by UNICORN at cost to the CLIENT provided that:

- Written evidence is provided of the incurrence of such cost;
- Such travel and accommodation costs have been incurred for meetings in connection with the performance of the Contract; and

- The costs have been incurred on request of the CLIENT and are approved by it prior to the expenditure thereof.

In this respect, the Parties agree to the following guidelines regarding travel costs:

- Travel by train abroad is preferably 2nd class;
- Travel by plane shall always be in economy class;
- Hotel costs should be up to maximum EUR 200 per night per person, depending on the town and location; and
- Catering costs should be recoverable to a maximum of EUR 70 per person and day.

8.3.1 The Remuneration will be paid in EUR currency via bank transfer to UNICORN's bank account provided hereinabove. This payment is to be made on the basis of an appropriately constituted invoice (tax receipt) issued by UNICORN. The statutorily required value-added-tax (VAT) will be added if and as applicable on the date of issuance of the invoice.

8.3.2 The Parties agree that the due date of invoices is 30 days of the date of the delivery of an invoice to the CLIENT.

8.3.3 An invoice is paid on the date on which the relevant sum is credited to UNICORN's account.

8.3.4 Should the CLIENT be in delay with the payment of an invoice, the Parties agree on contractual interest on arrears at the rate of 0.05% of the amount due for each commenced day of delay.. Should the CLIENT default on the payment on the invoice for longer than 30 days, UNICORN can suspend the rendition of performance until the time when the amount owed is paid in full. In such a case, the suspension of performance does not constitute a breach of the Contract by UNICORN.

8.3.5 UNICORN agrees to send all invoices to the CLIENT's e-mail address: info@litgrid.eu .

8.3.6 The CLIENT has the right to return the invoice to UNICORN within 7 days of the delivery of the invoice without falling into arrears with the payment if:

- the invoice is missing information or missing mandatory attributes,
- the invoice includes incorrect information or incorrect elements,
- there is a statutory element missing in the invoice,
- copy of a Handover Protocol or Acceptance Protocol are not attached to the invoice, provided that it was agreed they would be attached thereto.

8.4 On the date of the delivery to the CLIENT of a replacement invoice in which the defects have been removed, the period for payment starts to run anew.

8.5 The Parties agree that UNICORN can increase the prices for repeated fulfilments and the rates set out in this Contract once per calendar year, always on the first day of a month following the date of the official publication of the inflation rate or the rate of an increase of an average nominal wage for the preceding calendar year.

UNICORN can increase the price either by a year-on-year inflation rate determined pursuant to an increase in the Consumer Price Index (CPI) or by the rate of an increase in the average nominal wage, both of which are published by the Czech Statistical Office for the preceding year; the higher of the two rates will apply. The first increase can be effected no sooner than after the expiration of a one-year period of the date of the Contract coming into effect. Should the Czech Statistical Office cease to publish said indexes, the Parties agree that the prices for repeated fulfilments and rates set out in this Contract will henceforward be increased by a percentage rate equal to a positive percent rate of the year-on-year inflation in the Czech Republic, which will be determined based on a figure published as the official one by a relevant state authority, and if such a figure is not published by any state authority, a figure stated as a positive percent rate of the year-on-year inflation in the Czech Republic in the official documents of the Czech National Bank, or as the case may be, of the European Central Bank, will be used.

9. Protection of Information

- 9.1 The Parties are obligated to ensure the secrecy of any confidential information they learn of in connection with the conclusion and fulfilment of this Contract in a manner usual for concealing such information, unless otherwise agreed in writing. This obligation lasts for the duration of this Contract and then for the period of 5 years of its termination. The Parties are obligated to ensure that the duty of confidentiality is also fulfilled by their employees and representatives, as well as other co-operating third persons if such information is communicated to them.
- 9.2 Both Parties have the right to use, disclose, or make available confidential information only to the extent and under the conditions necessary for the due exercise of rights and the fulfilment of the obligations hereunder.
- 9.3 Irrespective of the form of its expression, the following things are regarded as confidential information: information relating to this Contract (particularly information about the rights and obligations of the Parties, as well as information about prices), information relating to the Parties (particularly trade secrets, information about their activities, structure, economic results, customers, or know how), information the handling of which is subject to a special regime of confidentiality set forth by law, or information classified as confidential by one Party, the fact of which the other Party has been informed.
- 9.4 The following things are not regarded as confidential information:
- 9.4.1 Information which is or has become publicly available, unless it has happened by way of breach of an obligation by one of the Parties; or
- 9.4.2 Information obtained by one of the Parties independently of this Contract.
- 9.5 The Parties are not in breach of their obligation following from this Article:
- 9.5.1 If the duty to disclose some of the confidential information follows from effective legal regulation or from the final and conclusive judgment of a court or the decision of another public body or body of self-government;
- 9.5.2 If the other Party consented thereto in advance in writing; or

9.5.3 If they communicate the information to persons in an employment or similar relationship with the company that is interconnected with the Party in the sense of section 79 of Act No. 90/2012 Sb., the Business Corporations Act, which participates in the performing under this Contract, and which is bound by confidentiality duty in the same extent as the Parties.

10. Personal Data Processing

10.1 The Parties congruently declare that no data controller and data processor relationship between UNICORN and CLIENT in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter “GDPR”), arises from this Contract, and therefore, there is no personal data processing in the sense of the GDPR by UNICORN for the CLIENT. Should any Party come into contact with personal data, it will take such measures as to prevent unlawful or incidental disclosure or publication of the personal data to third persons. Should personal data processing in the meaning of the GDPR take place, a separate data processing agreement will be submitted for negotiation, setting out additional obligations of the Parties in connection with personal data processing.

10.2 UNICORN, as a data controller, will inform the CLIENT in compliance with Article 13 of the GDPR that it will process the identification and contact personal data of individuals acting on behalf of the CLIENT, including data regarding mutual communication, based on its legitimate interest, for the purposes of the preparation, conclusion, and performance of this Contract, internal record-keeping and audit, protection of legal claims, and operational needs. Details regarding personal data processing, including specificities of the processing of the personal data of members of executive bodies, employees, and/or other persons representing the other Party, and the rights that data subjects have in connection with the processing of their personal data, are provided in the documents: “Declaration of Personal Data Protection”, with which the CLIENT had been acquainted prior to the execution of this Contract, and which are available on [UNICORN's website](#).

11. Liability for damage and Penalties

11.1 The Parties are liable for damage caused by a breach of duties and obligations following from legal regulation or from this Contract. The Parties must take all possible measures to avert or mitigate damage.

11.2 The Parties agree that compensation is paid only for actual damage, not for lost profit, damage caused to third parties, or other indirect damage.

11.3 The Parties agree on the limitation of the amount of damages as follows: the total amount of damages incurred in connection with this Contract, except for damage to life or health, intentionally caused damage, damage caused under the influence of addictive substances, or damage the limitation of liability for which is excluded by law, will not exceed the amount equal to 50% of the yearly Remuneration (Remuneration for the last 12 months) hereunder. The injured Party hereby agrees to ascertain and claim compensation for actually incurred damage in the amount not exceeding said maximum.

- 11.4 Neither Party is liable for damage incurred in consequence of a factually incorrect, inaccurate, or otherwise erroneous assignment received from the other Party.
- 11.5 UNICORN shall not be liable to the CLIENT for any damages arising in connection with a breach by the UNICORN of statutory regulations governing personal data protection, unless such damage is incurred as a result of failure to perform a contractual duty which UNICORN expressly undertook. Furthermore, any liability of UNICORN for any damage resulting from a breach of personal data protection obligations, arising in connection with use of the Product by the CLIENT, is hereby ruled out, unless the Deliverable demonstrably fails to meet specific requirements expressly stipulated by the CLIENT and expressly accepted by UNICORN.
- 11.6 A Party that was prevented from fulfilling their obligations in consequence of a force majeure is not liable for damage arising therefrom.
- 11.7 Force majeure means such obstacles which occurred after the obligation arose, independent of the will of the Parties, and which are of an extraordinary nature, inevitable, unforeseeable, insuperable, and which objectively prevent the fulfilment of the obligations hereunder (e.g., war, public unrest, fire, flood, epidemic, restrictive governmental measures – particularly quarantine ones).
- 11.8 If obstacles corresponding to force majeure occur, the obliged Party must immediately inform the other Party of the nature, beginning, and expected end of a force majeure event which prevents the fulfilment of the obligations hereunder. In such a case, the deadline for performance is extended by the duration of the force majeure event. UNICORN is not obligated to pay contractual penalties under this Contract in the event that they breached their obligations as a result of force majeure. The Parties agree that section 2913 (2) (second sentence) of the Civil Code does not apply.
- 11.9 Failure to fulfil obligations under this Contract for reasons of force majeure is not a ground for termination hereof. This rule does not apply if the duration of a force majeure event exceeds 90 days. In such a case, either Party may withdraw from this Contract by sending the other Party a written notice thereof with effect as of the date of delivery of the notice of withdrawal to the other Party. Withdrawal from the Contract under this Article is effective ex nunc.
- 11.10 Penalties, in case UNICORN does not perform its obligations in accordance with the Service Level Targets, are established in Annex 1.

12. Hiring Employees of the other Party

- 12.1 Neither Party can, for the duration of this Contract and for a period of twelve (12) months thereafter, and without the prior written consent of the other Party, hire employees of the other Party, or of interconnected entities.
- 12.2 An employee of the other Party is any person who is in an employment or similar relationship with the other Party, or a company interconnected therewith in the sense of section 79 of Act No. 90/2012 Sb., the Business Corporations Act, at the time this Contract goes into effect, and who has participated in the performance of this Contract and/or related contracts and agreements.

12.3 In the event of a breach of the provision banning the hiring of employees of the other Party, the breaching Party is obliged to pay to the other Party a contractual penalty in the amount of one million Czech crowns (CZK 1,000,000) for each event of breach. The right of the injured Party to claim damages is not affected.

13. Duration of the Contract, Modes of Termination

13.1 Effective Date, Duration of the Contract

13.1.1 The Contract enters into force when duly signed by all the Parties. Should the two Parties not sign on the same date, the date of entry into force will be the date of the last Party's signature. The performance of the Application Operation Support Services shall start on the Effective Date – 11/07/2025.

13.1.2 The Contract is entered into for a fixed term of one (1) year with the possibility for the CLIENT to extend after the initial term of one (1) year. If the CLIENT does not notify UNICORN in writing at least one (1) month prior to the expiration date of the Contract that it does not wish to terminate the Contract, the Contract is automatically extended by one (1) year.

13.2 Termination

13.2.1 The CLIENT may terminate the Contract by registered letter to UNICORN with acknowledgement of receipt, without any court intervention and without any compensation being due in the event UNICORN materially breaches the Contract. If the breach is capable of remedy, UNICORN shall be entitled to a grace period of thirty (30) days to remedy the breach in the absence of which the CLIENT may immediately terminate the Contract in accordance with this Clause.

13.2.2 UNICORN may unilaterally terminate the Contract by registered letter to the CLIENT with acknowledgement of receipt, without any court intervention and without any compensation being due, if the CLIENT defaults on the payment of a financial obligation owed to UNICORN for longer than 45 days and subject to a notice period of fifteen (15) days.

13.2.3 Any termination for breach of the Contract shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party, including any claim for (additional) damages or reimbursement of paid Remuneration.

13.2.4 Both Parties may terminate the Contract by notice of termination without giving a reason, with the Parties having agreed on a one-month notice period. The notice period starts to run on the first day of the calendar month following the delivery of a written notice of termination to the other Party.

13.2.5 The Parties expressly agree that upon the termination of this Contract, they will not return to one another the performance rendered. The CLIENT is obligated to pay to UNICORN the agreed price for all services provided until the date on which termination of this Contract comes into effect.

14. Common and Final Provisions

14.1 Notices and communication other than described in Annex 1 (Annex 1: Service Description)

14.1.1 All notices, requests, demands, instructions or other communications regarding management of this Contract shall be served primarily by e-mail.

14.1.2 Any written communication between the Parties in connection with this Contract will be sent to the relevant Party's address provided hereinabove, and it will be considered as delivered:

14.1.2.1 in the case of communication by fax, upon receipt by the sender of a confirmation of the faultless transmission of data;

14.1.2.2 in the case of delivery in person or via courier service, upon receipt of the addressee's acknowledgement of delivery;

14.1.2.3 in the case of delivery via registered mail, upon the date stated in the acknowledgment of service or in a certificate proving the impossibility of delivery, unless otherwise agreed by the Parties;

14.1.2.4 in the case of delivery by email, upon the receipt of confirmation of email delivery by the other Party.

14.1.3 Provided that, if the notice is received on a Business Day out of the Base Service Time or on a date which is not a Business Day, the notice shall be deemed given and effective on the first following day that is a Business Day.

14.1.4 All notices and communications shall be in writing and in the English language.

14.1.5 All notices and communications shall be addressed to the contacts indicated in Annex 5 (Annex 5: Governance). UNICORN acknowledges that the CLIENT have appointed the SPOC mentioned in Annex 5 for all notices, requests, demands, instructions or other communications exchanged with UNICORN (including but not limited to payment matters).

14.1.6 Any change of address of a Party must be notified by e-mail to the other Party, the new address being considered the official address for purposes of the Contract as from the third (3rd) Business Day following the sending of such e-mail or fax.

14.1.7 In the event that a Party receive illegible or incomplete documents during communication, it undertakes to immediately inform the other Party of that fact and, until it receives a reply (which the other Party is obligated to send without delay), it agrees not to take any action on the basis of such documents. The Party to which such a document was delivered is not liable for any damage potentially incurred by the other Party because of non-performance or delayed performance of such action.

14.2 Applicable Law

14.2.1 Legal relations not expressly regulated by this Contract are governed by Czech law, particularly by Act No. 89/2012 Sb., the Civil Code, as amended.

14.3 Dispute Resolution

14.3.1 In case of a dispute between the Parties, arising out of or in relation with this Contract, the SPOC of the Parties, as listed in Annex 5 (Annex 5: Governance), undertake to seriously and in good faith pursue to achieve a reasonable and fair amicable settlement amongst each other within fifteen (15) Business Days or within any other agreed timeframe between the Parties, after a Party has notified the other of the existence of a dispute.

14.3.2 The Parties agree to make all efforts to amicably settle all disputes arising from or in connection with this Contract. If, despite the efforts made by the Parties, any such disputes are not amicably settled pursuant to paragraph 14.3.1 hereof, nor at the level of the executive bodies of the Parties, within 60 days, they will be resolved by the general courts of the Czech Republic.

14.4 Amendments

14.4.1 This Contract can only be changed or amended by agreement of the Parties in the form of written amendments signed by the relevant representatives of the Parties.

14.5 Survival

14.5.1 The terms of the Contract which are either expressed so as to survive (or are capable of surviving) expiry or termination of the Contract or from their nature or context it is contemplated that they are to survive expiry or termination, including but not limited to Clauses 6, 7, 9, 10, 11 and 12, shall remain in full force during 5 years as of the expiry or termination of this Contract and effect notwithstanding expiry, or termination of the Contract.

14.6 Assignment

14.6.1 Unless explicitly agreed otherwise in the Contract, neither Party may assign, sub-license, sub-contract, mortgage or otherwise transfer or dispose of the Contract or any of its rights or obligations under it (including, without limitation, for facilities management or outsourcing purposes) without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

14.6.2 The CLIENT may assign or transfer the Contract in whole or in part (i) to any of its Affiliates; or (ii) to any other third party acquiring the whole or a part of CLIENT's assets. The CLIENT shall without undue delay notify UNICORN of the name and address of any such assignee or transferee.

14.7 Waiver

14.7.1 The failure of either Party to enforce or to exercise any term of the Contract does not constitute a waiver of such term and shall in no way affect that Party's right later to enforce or to exercise it.

14.8 Severability

14.8.1 Should any provision of this Contract be or become invalid or ineffective, this fact shall have no impact on the validity or effectiveness of other contractual provisions. Parties undertake to replace such a provision with a provision as close as possible in its meaning and purpose to the affected provision without undue delay.

14.9 Entire Contract

14.9.1 The Contract, including its Annexes and the documents referred to herein, constitutes the entire understanding between the Parties with respect to the subject matter of the Contract and supersedes any and all prior Contracts, understandings, documents and arrangements, whether oral or written, between the Parties relating to the subject matters hereof.

14.9.2 The Contract is executed in two counterparts, each Party receives one.



In Prague,

For the CLIENT

For UNICORN

Annex 1: Service Description

1. Application Operation Support

Application Operation Support Services means the provision of advice, and implementation of remedies where required, to restore the normal operation of the application following an incident or request.

1.1 Supported Applications / Components

Services will be provided for the last two minor versions of ECP and EDX Application Shared Components starting from ECP4 and EDX1. Previous major versions of ECP (ECP1, 2 and 3) are out of scope.

ECP application support may be composed of these components:

- ECP Endpoint
- EDX Toolbox

1.1.1 Support type

As support complexity depends on architectural constraints, we distinguish between two support types – **Basic** and **Complex**.

1.1.1.1 Basic Support Type

Basic support type is applicable for all ECP/EDX components – ECP Endpoint (with ECCo SP Artemis), and Toolbox (with ECCo SP Artemis).

In general, the basic support type is defined as:

- Standalone deployment with embedded DB
- Standalone deployment with an external DB

1.1.1.2 Complex Support Type

Complex support type is applicable only for some of ECP/EDX components – ECP Endpoint (with ECCo SP Artemis), and Toolbox (with ECCo SP Artemis).

In general, complex support type is defined as:

- High availability (HA) deployment
- Clustered high availability deployment

1.1.1.3 Other

In case ECCo SP Artemis is deployed on a separate server (i.e. not together with ECP Endpoint or EDX Toolbox), the service and pricing will be tailored to the specific infrastructure setup.

1.2 Support Organization

UNICORN will provide the Support for ECP/EDX components in operations. UNICORN is providing Single Point of Contact with guarantee availability. Unicorn team have staff with appropriate language skills (English) and knowledge of supported system and processes.

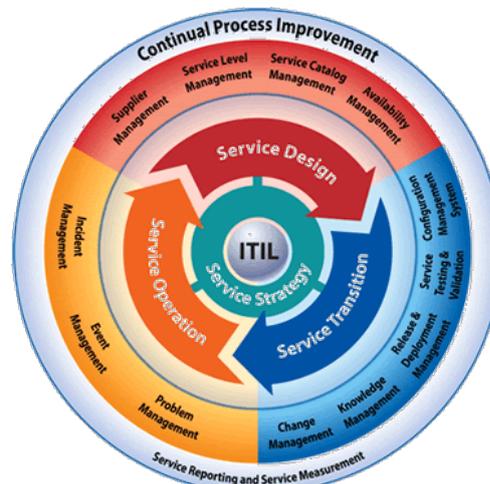
One of the elementary requirements of users is to have qualified advice and help available when solving problems which can arise while using ECP/EDX components. Direct support, typically provided via a UNICORN Helpdesk, is responsible for providing support to users and for sorting out reported problems with known solutions.

The method of reporting problems to Single Point of Contact and submitting requirements is always standardized. Regardless of a used communication channel (ticketing system, email, phone), we register every request, and we maintain a log concerning the course of the solution. Users are indeed able to submit requests via ticketing tool as well. It gives them guaranteed various and continuous access to the service support in agreed BST.

ECP Support team solves such cases where the solution is not yet known, and thus such solutions must be analysed, designed, implemented, and tested so they can become known (standard) solutions. The goal is to ensure a high-quality and complete solution of all problems and requests. The problems incurred by the users are solved in the shortest time possible and, pursuant to the agreed SLA parameters, in a way that minimizes the negative impact on the operation of ECP/EDX components.

ECP Support team is based on a team of specialists with the knowledge and background necessary for the identification, analysis, and solution of any problems. Besides non-standard tasks, it also deals with small changes and adjustments which do not have an impact on the basic solution architecture. It also creates relevant statistics based on the Customer's requirements. The ECP Support team also solves any and all non-standard requirements regarding the supported solution, such as migration to a higher database version etc. They can help lower the total amount of operational incidents due to the effective solution of incurred problems, effective prevention, regular check-ups, and optimum usage of existing equipment.

Organization of the provided services aims at following the ITIL v3 principles and recommendations.



1.3 Incident Management Services

Incident Management means the coordinated activities to restore normal operations of the ECP/EDX Application Components, as quickly as possible with the least possible impact on the CLIENT or the Members of the CLIENT' business.

The goal of the Incident Management process is to restore normal service operation as quickly as possible and minimize the adverse impact on business operations. An Incident is defined as an unplanned interruption or reduction

in the normal operation of the ECP/EDX Application Components. Incident Management is the process for dealing with all incidents, including failures reported by users, by technical staff or automatically detected and reported by monitoring tools.

UNICORN appoints an Incident Manager who will be responsible for related activities in the Incident Management process. All issues identified by ECP/EDX users should be reported by phone, email, or by creating an entry in the issue tracking system. If the issue is reported by the phone or email, our Helpdesk operators will record the issue in the issue tracking software by themselves.

UNICORN usually differentiate the following basic issue types:

- Incidents
- Problems
- Service Requests
- Change Requests

For each issue type, a specific process is defined. The basic workflow for each type of issue include phases:

- Issue monitoring & review
- Issue identification
- Issue analysis
- Issue evaluation
- Action implementation

1.3.1 Managing Incidents

Any submitted incident, from whatever source, shall be categorized by Incident Manager within the Incident Management process and shall be registered as such in the ticketing tool. The result of this categorization is an SLA-incident. Dependent on the categorization of the SLA-Incidents, it is passed on by the Incident Manager to the respective service component. Incident Manager is mainly responsible for the following tasks

- Communicating status and progress.
- Escalation procedure for any categorized incident.
- Evaluation of incident reports, meetings or calls.

When incidents occur, the role of incident management is to restore service as quickly as possible, without necessarily identifying or resolving the underlying cause of the incidents. Least but not last, Incident Management ensures continuous status or progress reporting in a timely manner, escalation procedure execution and if appropriate, evaluation of incident reports.

Any issue reported by users which is not an operational incident of ECP/EDX components is outside the scope of UNICORN incident management process (considered as Service Request, Change Request, etc.).

1.3.2 Technical Support

UNICORN provides a Technical Support that handles all SLA-incidents that cannot be solved by Operation Support according to the Incident Management process description. Direct communication can be established between the support team and the submitter or hosting provider team. Once the root cause is not in ECP/EDX SW, the remote support or remote calls are charged by prepaid hours or TMS. Typically, by communication issue on the underlying

layer, OS issues, Third Party issues, etc. Remote support or remote connection is charged in TMS always until it is not proved that root cause is in ECP/EDX application.

1.3.3 Resolution Time Objective

Incident resolution in a timely manner depends on the accurate collection of incident data in order to carry out its diagnostic. Resolution Time Objective (RTO) relies on several factors, and UNICORN support team is able to provide RTO guarantee only upon the following conditions:

- The CLIENT provides up-to-date full schema of supported environment.
- UNICORN support team has direct remote access to supported environment.
- UNICORN support team has sufficient access rights to investigate and resolve incidents directly on supported environment.
- Initial check (mock tests) with verification of functionality and accessibility has been successfully done.

If conditions above are not met, UNICORN guarantees only Basic RTO (best effort).

1.4 Change Management Services

Change Management Services means the provisioning of an adaptation of the Application based on new functionalities, updates or corrections and its delivery in a controlled process. The change in Application means any kind of intervention into the code, default configurations, documentation etc.

Change Management Services ensures that changes are recorded, evaluated, authorized, prioritized, planned, tested, implemented, documented, and reviewed in a controlled manner. The CLIENT decides in which versions the change should be made and respective tasks are established.

All changes must be recorded in ticketing tool, transparently communicated, approved and properly implemented, and verified.

Changes are distinguished into two categories

- a) Changes with local impact (only impacting ECP/EDX components or connected Business Applications)
 - Typically, configuration changes.
 - This category is under CLIENT control and support team can perform it.
- b) Changes with overall impact to all ECP/EDX users
 - Typically changes in application core, hard-coded changes.
 - This category is under ENTSO-E control (as ENTSO-E is the owner of applications).

1.4.1 Change Request Analysis

UNICORN evaluates all Change Requests and proposes a list of Change Requests to ENTSO-E/ CLIENT for acknowledgement of further analysis.

As part of this service, UNICORN provides an implementation analysis of acknowledged Change Requests, including a brief solution proposal, the impact and risk analysis, an estimation of implementation cost and time.

This phase does not consist of deep and complex analysis and solution design.

1.4.2 Development of Change Request

As UNICORN is not owner of the ECP or EDX software, all changes related to the application itself (changes with overall impact to all ECP/EDX users) have to be agreed with ENTSO-E as owner of the application. UNICORN can describe and forward deserved changes to ENTSO-E, nevertheless UNICORN cannot guarantee any acceptance or acceptance deadline on ENTSO-E site. The CLIENT can also communicate with ENTSO-E directly in order to accept the desired change by ENTSO-E. Release of application shall only be planned, build and deployed upon approval by the ENTSO-E. Acceptance criteria for the release would be agreed in advance between UNICORN, ENTSO-E and the CLIENT.

UNICORN is able to develop only changes with local impact (only impacting ECP/EDX network or connected parties) – typically configuration changes. This category is under the CLIENT control and UNICORN can perform it.

UNICORN maintenance team is responsible for:

- Deep analysis and solution design.
- Planning in close cooperation with the CLIENT and if required the Users as well.
- Continuous communication of status and progress to the CLIENT.
- Implementation of changes.
- Integrating 3rd party deliverables into releases.
- Updating documentation.
- Assuring quality – Factory Acceptance Tests.

1.4.3 Release Management

Changes in the software are gathered together into the releases. Non-critical patches/updates should fit with the regular releases in order to minimize consequent risks.

Release management consists of issuing releases and all respective deliverables on demand (Application package, FAT protocol, Release Notes, updated documentation etc.). After approval of the Change Request, UNICORN proposes a schedule for the delivery and provides respective outputs in a managed way.

Release Management is managed by ENTSO-E as this process has an overall impact for all users using ECP/EDX.

1.4.4 Deployment Management

Deploying new releases or patches for the supported environment on behalf (request) of the CLIENT. The installation packages are available on ENTSO-E SharePoint (ENTSO-E has to publish it for TSOs). Packages can be downloaded by UNICORN on demand. UNICORN can also copy the packages and install the applications to the respective servers – under the condition that sufficient rights are set.

1.4.5 Configuration Management

Configuration Management verifies that a process performs as intended and is identified and documented in sufficient detail to support its expected life cycle.

Governance of source code branches, default configurations, initial data sets, testing scenarios, credentials, and others are necessary supporting activities performed during configuration management execution. All configuration items will be provided to the CLIENT on demand.

1.5 Problem Management

„Preventive Support“ means services dedicated to the prevention of potential incidents in the operation of the ECP/EDX Application Components, in particular through consolidation of incident reporting, investigation of possible connections between incidents, investigation of root causes of incidents, issuance and promotion of best practices towards application end-users. A problem describes an adverse situation indicating the still unknown cause of one or more existing or potential incidents.

1.5.1 Problem Identification

„Identification of problems“ means detection, logging, categorization and prioritization of problem in the reactive or proactive regime. The First/Second Level Support identifies any recurring issues or suspicious trends in the solution behavior, which may lead to the occurrence of incidents and tracks their problem management lifecycle in the ticketing system. For the non-tracked problems support team will record the problems in the tracking tool. There should be a linkage between the problem, related incidents, and requests for change if any.

To sum up, the First/Second Level Support analyses on regular basis events in the scope of **Problem Identification**. They should describe symptoms; record all knows and relevant information and quote complexity to continue with **Problem Investigation and Diagnosis**. Investigation or analysis is not subject of problem identification.

1.5.2 Problem Investigation and Diagnosis

If incidents occur rarely or have little impact, assigning resources to perform root-cause analysis and removal can't be justified. Therefore, any investigation and diagnosis will be performed on time and material basis after approval by the CLIENT.

The activities in this part of Problem Management are divided into two phases. The main objective of Problem Control (as defined below) is to turn problems into known problems so that error control can propose the relevant solutions:

- **Problem Control:** phase in which the Problem is defined, recorded, classified, and analysed. This phase is completed by defining a Known Problem as soon as the root cause has been found.
- **Error Control:** phase in which is decided if the cause of the problem will be taken away, the cause is taken away effectively (applying the Change and Release Management process), the solution is checked with the CLIENT and the problem is closed.

The whole process consists of solution finding, planning and providing of a solution to unknown and known problems.

1.6 Reporting

The SLA parameters are monitored throughout the entire time of service, and their realization is recorded and assessed. The CLIENT regularly receives a service report, based on which can assess the quality and level of the services provided. The service report is one of the key outputs of the support service. It is created on a regular basis, typically once per quarter or month (depends on service level). It primarily contains the assessment of the SLA parameters and documents in detail the activities performed within the service. For the CLIENT, it means verification of the quality of the provided support and consolidated progress overview.

Regular assessment of service provisioning, including reporting and communicating with the CLIENT will be conducted by responsible project manager. It provides insights related to SLA management and Service Level Indicators (SLIs), as e.g.:

- Reporting on all the specified SLIs.
- Availability of the service and each of the components of the service.
- SLA fulfilment and breaches.
- A number of tickets per category, including top categories.
- Major incidents and problems.
- Risk list and mitigation actions if applicable.
- List of improvements or service requests.

1.7 Monitoring

For the supported ECP/EDX components, UNICORN support team is ready to receive monitoring events and act accordingly as per operational procedures defined by the CLIENT. Monitoring can be focused on business processes, application errors and/or operational statistics. Monitoring checks ensure that the business process is not affected even if the application or HW resource seems to fine (opposite to operations monitoring).

UNICORN Support team will advise to the CLIENT what metrics/thresholds are recommended and most valuable to monitor in real operation. Based on the wide experience from several operational projects, we are able to help the CLIENT tune monitored metrics/thresholds in-line with project needs. Finally, UNICORN support team can receive monitoring events (alerts) and trigger necessary preventive or corrective actions.

Monitoring system implementation, monitored metrics configuration, operational procedures governance and monitoring system operation is fully under the CLIENT responsibility in the scope of the CLIENT Infrastructure.

All monitoring services are optional and are not included in base services.

1.8 Service Requests

Incidents have everything to do with what occurs within the systems and may or may not have anything to do with the users. Service requests, however, have everything to do with the user, and may or may not indicate any issues within the system. Service requests are a formal request submitted by a user for some type of service, software, or additional information (e.g., consultations regarding the business processes for the supported project). Service requests generally refer to something the user wants and/or needs but do not already have, such as new functionality or manual procedure to be performed. Service requests often involve items that are already pre-approved. For instance, if it is an internal policy that all employees from some department get access to the system with appropriate privileges, and someone from that department sends a service request for access, this does not need any additional approval. The support team can simply fulfill this request.

Within service requests UNICORN usually handle:

- **User Support:** A request from a User for support, information, consultancy, or additional documentation. Typically, this can be requested for advice about API's, data formats, integration via MADES/ECP, business application etc.
- **Standard Service:** predefined procedure (might be part of service catalog), to be executed by support team without any additional approval. A standard service/change is a pre-authorized action that is low risk, relatively common and follows a procedure or work instruction. Typically, this can be a password change, request for



reference data configuration or adjustment, certificates renewal, gathering of statistics, backup or copying of some data between environments etc.

1.9 Other

Any other service which is not covered by services described in previous chapters.

2. Service Level Targets

The table below summarizes guaranteed SLA parameters and targets for different service options.

Service options	Bronze SLA	Silver SLA	Gold SLA
Base Service Time (BST)	8x5, 09:00 – 17:00 CET/CEST, Monday – Friday*	10x7, 09:00 – 19:00 CET/CEST, Monday – Sunday	24x7, 00:00 – 24:00, Monday – Sunday
Availability	During BST	During BST	During BST
Issue Response Time	< 4 hours during BST	< 2 hours during BST	< 1 hour during BST
Incident Resolution Time Objective (RTO)	As per chosen RTO option**	As per chosen RTO option**	As per chosen RTO option**
Delivery of the M&S Report	Quarterly	Monthly	Monthly

* Excluding Czech National holidays as communicated to the CLIENT no later than one month prior the beginning of each civil year.

** UNICORN offers several options for Incident Resolution Time Objective in chapter 2.4.2 Resolution Time Objective Options of present Annex.

2.1 Incident categories

Incidents will be classified in the following categories; the categories will be defined by the CLIENT:

- **Critical** (Category A): when it leads to an extensive impairment of operation with the risk to cause the complete failure of the Application, Software, Bespoke Database, Deliverable, Operational Environment, or of the Infrastructure. Such an Incident is disabling the Software, Bespoke Database, Deliverable, or the Infrastructure as a whole of one or more business functionality or functionalities, without any Work-Around. The qualification by the CLIENT, at the time when the Incident occurs, of such Incident as a Critical, shall be decisive, unless agreed otherwise between the Parties later on;
- **Major** (Category B): when it leads to severe impairment of the Bespoke Database, Application, Software, Deliverable, Operational Environment, or the Infrastructure. The qualification by the CLIENT, at the time where the Incident occurs, of such Incident as Major, shall be decisive, unless agreed otherwise between the Parties later on.
- **Minor** (Category C): when it leads to a marginal impairment of operation and is not qualified as a Critical or Major Incident.

2.2 Availability of Support Team

2.2.1 Description

Availability is the time when the Application Operation Support team can be reached by the CLIENT via agreed communication channels – JIRA, phone, email. A phone call has to be answered within five minutes. One call at once is guaranteed, others fall to call back regime. Any time when unavailability is detected (excluding planned communication channel outages) has to be reported immediately via email. The planned outages for communication channels are excluded from the calculation.

2.2.2 Calculation

NM = number of hours in the current month

NA = number of hours during which unavailability was observed

Calculated availability=100%* (1- (NA/NM))

2.2.3 Target

Calculated availability >= 99%.

2.2.4 Measurement period

One calendar month.

2.2.5 Measurement

One percent point per each unavailability occurrence during BST.

2.3 Issue Response Time

2.3.1 Description

Time spent by Application Operation Support team to take a newly submitted issue (Bug, Service Request) into account and react on it.

2.3.2 Measurement period

One calendar month.

2.3.3 Measurement

Response time is measured between the time when the new issue is noticeably submitted to support team and the time when:

- Support team update newly created ticket status or comment is provided to reporter, so reporter is able to notice update.
- Call is responded, or call-back is made.
- Email is responded to the reporter. Period when the issue is not assigned to the support team is excluded.

2.4 Incident Resolution Time

2.4.1 Description

Total time taken by Application Operation Support team to resolve the submitted incident.

In the case of Critical category, a workaround might be found (if feasible) as a substitute solution. Thus, time is counted until a workaround is provided. Consequently, the category is decreased to Major and countdown is restarted to resolve Major incident category.

2.4.2 Resolution Time Objective Options

Incident Resolution Time Objective depends on chosen option (Basic, Soft, Strict). By default, the UNICORN guarantees Basic RTO (best effort).

Incident Resolution Time Objective Options	
Basic	Critical: best effort
	Major: best effort
	Minor: best effort
Soft	Critical: < 8 hours during BST
	Major: < 5 days during BST
	Minor: best effort
Strict	Critical: < 4 hours during BST
	Major: < 1 day during BST
	Minor: best effort

2.4.3 Measurement period

One calendar month.

2.4.4 Measurement

Resolution time is measured between the time when the ticket is assigned to support team and the time when the ticket status is changed to resolved state and the CLIENT is informed about fix readiness.

The only countable time is when the incident is hanging on support team, so when team is able to continue with incident resolution or workaround build up. When any input from the CLIENT or external parties (Operations/Hosting Entity, 3rd Party Supplier) is necessary, the countdown is paused. It means time intervals when the issue is not assigned to the support team is excluded from total countdown.

2.5 Reporting

2.5.1 Description

Provision of the service report on time as defined in the service level.

2.5.2 Service level

Report provided at the latest on the 10th calendar day of the following month after respective reporting period.

2.5.3 Calculation

Report provided on time – Yes = 100%, No = 0%.

2.5.4 Target

Report provided on time = 100%.

2.5.5 Measurement period

One month after respective reported period.

2.5.6 Measurement

Recorded delivery date is at the latest on the 10th calendar day after the respective reporting period – Yes or No.

2.6 Penalty

1% discount from the UNICORN's monthly fee per each percent point below the service target.

For each month of performance of this Contract, the aggregated lump sum for all possible penalties shall be capped to a maximum amount equal to 20 % of the monthly charges for the Services (Remuneration) (average invoiced amount of the last 12 months).

3. Scope of Services

UNICORN will provide the support services for ECP/EDX Application Components under the operation. All tasks/requests are recorded in the ticketing system and shared with the CLIENT. Priority is defined by the CLIENT and must be mutually agreed with UNICORN. Incidents/requests are processed as per priority during agreed **Base Service Time** (hereafter **BST**). **Team availability** and **response time** is guaranteed. It also includes JIRA, e-mail, and phone **communication channels**.

Provided services with respective pricing type (Fix Price = FXP; Time and Material Services = TMS) are listed in the table below.

Provided Services	Pricing type
SLA Guarantee	
Availability during BST	FXP
Issue Response Time guarantee during BST	FXP
JIRA (ticketing tool), email and phone communication channels	FXP
Incident Resolution guarantee during BST*	FXP
Resolution Time Objective during BST	FXP
Reporting	FXP
Change Management	TMS
Problem Management	TMS
Monitoring	TMS
Service Requests	TMS
Other	TMS

* The fix price for the guarantee of Incident Resolution doesn't include an incident resolution itself. Such work will be charged on time and material basis or drawn from prepaid hours if contracted.

Annex 2: Prices and Commercial Conditions

All prices are calculated for off-site support. In case that the on-site support will be requested the travel costs/expenses will be added to the prices.

1.1 Base Prices*

Component	Configuration	Single price / month
ECP Endpoint	Basic	220,00 €
EDX Toolbox	Basic	110,00 €

* In case ECCo SP Artemis is deployed on a separate server (i.e. not together with ECP Endpoint or EDX Toolbox), the service and pricing will be tailored to the specific infrastructure setup.

1.2 SLA Parameters Indexation

The final charges are calculated using Price factors that are shown in the table below, and that depends on the service level that is requested by the CLIENT.

Provided Services	Price factor*
SLA Level	
Bronze (8x5)	100%
RTO (Incident resolution time)	
Soft	150%

* Base prices for services (provided in the previous table) will be multiplied by a respective factor according to selected SLA and RTO parameters.

1.3 Time and Material Services

The price for work performed above the Basic Application Operation Support Services (not covered by fix price) is charged monthly retroactively on the basis of timesheets confirmed by a competent person from the CLIENT.

The flat rate for time and material services is 110 EUR / man-hour, excluding VAT.

1.4 Prepaid Hours

The prepaid hours servers as a beneficial option how to cover time and material services. It simplifies budget planning and reduces administrative work. These hours can be consumed for any time and material service requested by the CLIENT, solving of incidents, etc.

If the TMS support in a month overruns the number of prepaid hours included, UNICORN support team will inform CLIENT and mutually agree on additional hours to be paid. Agreed additional support will be paid by the CLIENT based on hourly flat rate as defined in chapter 1.3 Time and Material Services of present Annex.

The final number of prepaid hours depends on the CLIENT needs and should be negotiated individually.

1.5 Discount Models

- Discount for ECCo SP logical endpoints based on number of contracted and supported parties in given network:

No. of parties	Discount
0 - 9	0 %
10 - 19	10 %
20 - 29	20 %
30 - 39	30 %
40+	40 %

2. Volume discount based on base monthly fee:

Base monthly fee (EUR)	Discount
0 - 10 000	0 %
10 001 – 20 000	5 %
20 001 – 30 000	10 %
30 001 – 40 000	15 %
40 000+	20 %

Applicable discounts will be calculated in the last day of each month and applied for the upcoming month automatically. The CLIENT will be informed by email no later than 10th day of given month.

Annex 3: Operational Environment(s), SLA Parameters, and Prepaid hours

The applicable Service Levels and Charges are detailed in present Annex, each chapter being dedicated to one specific Operational Environment.

1.1 OPDE - PROD environment

The Services shall be provided the following:

	Component type	Client-V-Code	Configuration	Hosting site	Connecting Application
1	ECP4 Endpoint	41VLT01478523ITO	Basic	Litgrid (on-prem)	OPDE
2	EDX Toolbox	41VLT01478523ITO	Basic	Litgrid (on-prem)	OPDE

1.1.1 Detailed Charges

For the provisioning of Services as described in Annex 1 (Annex 1: Service Description) the following parameters and monthly charges shall apply.

Service	Level	Indexation
SLA Level	Bronze	100 %
RTO (Incident Resolution Time)	Soft	150 %
Applicable Indexation		150 %

Component	Configuration	Amount	Single price	Sum
ECP Endpoint	Basic	1	220,00 €	220,00 €
EDX Toolbox	Basic	1	110,00 €	110,00 €
Sum				330,00 €
Indexation based on SLA Parameters				150 %
Total price / monthly				495,00 €

1.2 OPDE - TEST environment

The Services shall be provided the following:

	Component type	Client-V-Code	Configuration	Hosting site	Connecting Application
1	ECP4 Endpoint	41VECP4TST-----S	Basic	Litgrid (on-prem)	OPDE
2	EDX Toolbox	41VECP4TST-----S	Basic	Litgrid (on-prem)	OPDE

1.2.1 Detailed Charges

For the provisioning of Services as described in Annex 1 (Annex 1: Service Description) the following parameters and monthly charges shall apply.

Service	Level	Indexation
SLA Level	Bronze	100 %
RTO (Incident Resolution Time)	Soft	150 %
Applicable Indexation		150 %

Component	Configuration	Amount	Single price	Sum
ECP Endpoint	Basic	1	220,00 €	220,00 €
EDX Toolbox	Basic	1	110,00 €	110,00 €
Sum				330,00 €
Indexation based on SLA Parameters				150 %
Total price / monthly				495,00 €

1.3 Prepaid hours

All additional services for Application Operation Support, including support for configuration, installation and system patching shall be invoiced on a time and material basis.

	Amount	Single price	Sum
Prepaid hours	4	110,00 €	440,00 €

Unspent prepaid hours will be transferred to the next month. The hours are valuable within 6 months (cumulatively).

Annex 4: Summary of the Charges

The monthly charges as defined in the previous annexes shall be as follows:

Item	Note	Price (EUR)*
ECP Endpoint/EDX Toolbox support – OPDE PROD Environment	SLA: Bronze, RTO: Soft	495,00 €
ECP Endpoint/EDX Toolbox support – OPDE TEST Environment	SLA: Bronze, RTO: Soft	495,00 €
Applied discount for OPDE components	20%	-198,00 €
Prepaid hours	4 MHs / monthly	440,00 €
	Price / monthly	1 232,00 €

*All provided prices are VAT exclusive.



Annex 5: Governance

Service Desk

The Service Desk can be reached via the following channels

Phone	+420 221 400 902
E-mail	ecp@unicorn.com
Issue Tracker URL	https://jira.unicorn.com/projects/ECPE

Project Managers (SPOCs)

The Parties name the following Project Managers for any issue regarding the delivery of the Services:

UNICORN Project Manager
E-mail
CLIENT Project Manager
E-mail

Management Committee

In addition to the Project Managers, the Parties name the following senior representatives to compose the Management Committee for this Service:

UNICORN Senior Representative
Email
CLIENT Senior Representative
Email

Annex 6: Technical Specification of ECP/EDX software support service

Technical Specification for ECP/EDX Software Support Services

The subject of the procurement shall be the technical support services of the manufacturer of the ENTSO-E ECP/EDX (Energy Communication Platform / Energy Data Exchange) software used by LITGRID AB (hereinafter referred to as the Contracting Entity) (hereinafter referred to as the Services).

Requirements for ECP/EDX support and service delivery

1. The Services must be provided for a period of 12 months from the date of entry into the agreement. Contract can be extended for maximum 2 times for 12 months maximum, each time. If neither of the parties does not express will to (not) extend the contract (at least 1 month before every 12-month contractual term ends), contract is automatically being extended for additional 12 months). Total duration of the contract shall not exceed 36 months.
2. Services must be provided in accordance with the manufacturer's terms and conditions.
3. The services must be provided for the LITGRID ECP/EDX Production Acceptance Environment Support (PROD) and Acceptance Environment Support (ACCE).
4. The number of production environments of the procuring environment for which the Services are being procured shall be 1 (1 instance).
5. The number of test environments of the Procuring Entity for which the Services are being procured shall be 1 (1 instance).
6. Up to four (4) additional prepaid hours must be included, calculated on a time and material basis.
7. Purchase the manufacturer's Service Level Agreement (SLA) - Bronze SLA (8x5, i.e. 8 working hours per day and 5 working days per week).
8. Purchased Incident Resolution Time (RTO) - Soft RTO.

Annex 1: Standard Terms of Service (Application Operation Support Contract for ECP/EDX).

ECP/EDX programinės įrangos palaikymo paslaugų techninė specifikacija

Pirkimo objektas - LITGRID AB (toliau – Perkantysis subjektas) naudojamos ENTSO-E ECP/EDX (angl. Energy Communication Platform / Energy Data Exchange) programinės įrangos gamintojo techninio palaikymo paslaugos (toliau – Paslaugos).

Reikalavimai ECP/EDX palaikymui ir paslaugų teikimui

1. Paslaugos turi būti teikiamos 12 mėnesių nuo sutarties sudarymo dienos. Sutartis gali būti pratęsta ne daugiau kaip 2 kartus, kiekvieną kartą ne ilgesniam kaip 12 mėnesių laikotarpiui. Jei nė viena iš šalių nepareiškia valios (ne)pratęsti sutartį (likus ne mažiau kaip 1 mėnesiui iki kiekvieno 12 mėnesių sutarties termino pabaigos), sutartis automatiškai pratęsiama papildomiems 12 mėnesių. Bendra sutarties trukmė negali viršyti 36 mėnesių.
 2. Paslaugos turi būti teikiamos pagal gamintojo nustatytas taisyklės ir sąlygas.
 3. Paslaugos turi būti teikiamos LITGRID ECP/EDX gamybinei (PROD) ir testinei (ACCE) aplinkoms (angl. Production and Acceptance Environment Support).
 4. Perkančiosios organizacijos gamybinių aplinkų kiekis, kurioms perkamos Paslaugos - 1 vnt. (angl. 1 instance).
 5. Perkančiosios organizacijos testinių aplinkų kiekis, kurioms perkamos Paslaugos - 1 vnt. (angl. 1 instance).
 6. Turi būti įskaičiuota iki 4 (keturių) papildomų iš anksto apmokamų valandų (angl. prepaid hours), apskaitomų pagal faktą (angl. time and material).
 7. Perkamas gamintojo techninio palaikymo paslaugų teikimo lygis (angl. Service Level Agreement arba SLA) - Bronze SLA (8x5, t. y. 8 darbo valandos per parą ir 5 darbo dienos per savaitę).
 8. Perkamas gamintojo atsakomybėje esančių incidentų sprendimo laikas (angl. RTO, Incident Resolution Time) – Soft RTO.
- Priedas Nr. 1. Standartinės Paslaugų teikimo sąlygos (angl. Application Operation Support Contract for ECP/EDX).

Annex 7: Essential Terms of the Contract

Esminės sutarties sąlygos	Essential terms of the Contract
1. Sutarties objektas - ECP/EDX gamintojo palaikymo paslaugos.	1. Procurement object - ECP/EDX manufacturers software support services.
2. Paslaugų sutarties terminas: 12 mėnesių nuo Sutarties sudarymo dienos (bet ne anksčiau nei nuo 2025-07-11 d.) su galimybe du kartus pratęsti Sutartį 12 mėn. laikotarpiui. Jeigu nė viena Šalis nepareiškia noro nepratęsti Sutarties Sutartyje nustatyta tvarka ir terminais, ji automatiškai pratęsiama 12 mėn. laikotarpiui. Jeigu Šalis nusprendžia Sutarties nepratęsti, ji privalo apie tai pranešti kitai Šaliai ne vėliau kaip prieš 1 (vieną) mėnesį iki Sutarties termino pabaigos (šis Sutarties punktą yra esminis), tokiu atveju Šalys sudaro susitarimą dėl Sutarties nutraukimo.	2. The Services Contract term: 12 months from the date of conclusion of the Contract (but not earlier than from 11th of July, 2025) with the possibility of two extensions for 12 months. If neither Party expresses a desire not to extend the Contract in accordance with the procedure and terms set out in the Contract, it will automatically extend for 12 months. If the Contracting Party decides not to renew the Contract, it must notify the other Party no later than 1 (one) month before the end of the Contract term (this clause of the Contract is essential), in which case the Parties conclude an agreement on the termination of the Contract.
3. Sutarčiai taikomas kainodaros būdas – fiksuota kaina. Šalys susitaria, kad pakartotinio įvykdymo kainos ir šioje Sutartyje nustatyti įkainiai gali būti padidinti arba sumažinti vieną kartą per kalendorinius metus, visada pirmąją mėnesio dieną po oficialaus infliacijos lygio arba padidėjimo normos paskelbimo vidutinio nominaliojo darbo užmokesčio už praėjusius kalendorinius metus. Šalys gali padidinti arba sumažinti kainą arba metine infliacija/defliacija, nustatyta atsižvelgiant į vartotojų kainų indekso (VKI) padidėjimą arba sumažėjimą, arba vidutinio nominaliojo darbo užmokesčio padidėjimo arba sumažėjimo tempu, kuriuos abu skelbia Čekijos statistikos tarnyba ¹ už praėjusius metus; bus taikomas didesnis iš dviejų tarifų. Pirmasis padidinimas arba sumažinimas gali būti atliktas ne anksčiau kaip pasibaigus vienerių metų laikotarpiui nuo Sutarties įsigaliojimo datos. Jei Čekijos statistikos tarnyba nustos skelbti minėtus indeksus, Šalys susitaria, kad pakartotinio įvykdymo kainos ir įkainiai, nustatyti šioje Sutartyje, nuo šiol bus didinami arba mažinami procentine norma, lygia teigiamai arba neigiamai procentinei normai, palyginti su praėjusiais metais. Infliacija/defliacija Čekijos Respublikoje, kuri bus nustatyta remiantis skaičiumi, kurį kaip oficialų paskelbia atitinkama valstybės institucija, o jei tokio skaičiaus neskelbia jokia valstybės institucija, skaičius, nurodytas kaip teigiamas arba neigiamas procentinis metinis rodiklis. Bus naudojama metinė infliacija/defliacija	3. Method of calculation of the Contract's price: Fixed rate. The Parties agree that the prices for repeated fulfilments and the rates set out in this Contract can be increased or decreased once per calendar year, always on the first day of a month following the date of the official publication of the inflation rate or the rate of an increase of an average nominal wage for the preceding calendar year. The Parties can increase or decrease the price either by a year-on-year inflation/deflation rate determined pursuant to an increase in the Consumer Price Index (CPI) or by the rate of an increase or decrease in the average nominal wage, both of which are published by the Czech Statistical Office ² for the preceding year; the higher of the two rates will apply. The first increase or decrease can be effected no sooner than after the expiration of a one-year period of the date of the Contract coming into effect. Should the Czech Statistical Office cease to publish said indexes, the Parties agree that the prices for repeated fulfilments and rates set out in this Contract will henceforward be increased or decreased by a percentage rate equal to a positive or negative percent rate of the year-on-year inflation/deflation the Czech Republic, which will be determined based on a figure published as the official one by a relevant state authority, and if such a figure is not published by any state authority, a figure stated as a positive or negative percent rate of the year-on-year

¹ <https://csu.gov.cz/statistics>

² <https://csu.gov.cz/statistics>

<p>Čekijos Respublikoje, nurodyta oficialiuose Čekijos nacionalinio banko arba atitinkamais atvejais Europos centrinio banko dokumentuose.</p>	<p>inflation/deflation in the Czech Republic in the official documents of the Czech National Bank, or as the case may be, of the European Central Bank, will be used.</p>
<p>4. Apmokėjimas bus atliktas per 30 dienų nuo gautos iš Tiekėjo sąskaitos – faktūros. Tiekėjas sąskaitą faktūrą turi atsiųsti Kliento el. paštu (info@litgrid.eu). Klientas sąskaitą faktūrą įkels į SABIS portalą.</p>	<p>4. Payment will be made within 30 days from the receipt of the Supplier's invoice. The Supplier must send the invoice by e-mail of the Customer (info@litgrid.eu). The Customer will upload the invoice to the SABIS portal.</p>
<p>5. Su kiekviena Šalimi galima susiekti taip:</p> <p>-</p> <p>-</p>	<p>5. Each Party may be contacted as follows:</p>
<p>6. Sutartis gali būti nutraukiama šiais atvejais:</p> <p>6.1. Sutartis gali būti nutraukiama Lietuvos Respublikos pirkimų, atliekamų vandentvarkos, energetikos, transporto ar pašto paslaugų srities perkančiųjų subjektų, įstatymas (toliau – Pirkimų įstatymas) 98 straipsnyje nustatytais atvejais ir tvarka ir/arba Lietuvos Respublikos įstatymų tvarka.</p> <p>6.2. Bet kokie ginčai, nesutarimai ar reikalavimai, kylantys iš šios Sutarties ar susiję su ja, jos pažeidimu, nutraukimu ar galiojimu, sprendžiami Šalių derybose.</p> <p>6.3. Jeigu Šalims nepavyksta išspręsti ginčo, nesutarimų ar reikalavimų derybų būdu per 30 dienų, jie sprendžiami Lietuvos Respublikos teismuose pagal Pirkėjo buveinės vietą.</p> <p>6.4 Sutartis gali būti keičiama šalių rašytiniu susitarimu, jeigu tai neprieštarauja Pirkimų įstatyme nustatyta tvarkai.</p> <p>6.5. Sutartis gali būti nutraukiama jei teikiamos Paslaugos yra Draudžiamos kilmės kaip nurodyta Esminių sutarties sąlygų 9 punkte.</p>	<p>6. The Contract shall be terminated on this cases:</p> <p>6.1. The Contract shall be subject to termination by following the procedure set forth in Article 98 of the Republic of Lithuania Law on Procurement Conducted by Contracting Entities Operating in the Water, Energy or Postal Services Sectors (the 'Law on Procurement') and/or of the Republic of Lithuania Law.</p> <p>6.2. Any dispute, controversy or claim arising out of or relating to this Agreement, its breach, termination or validity shall be settled by negotiation between the Parties.</p> <p>6.3. If the Parties are unable to resolve any dispute, controversy or claim by negotiation within 30 days, it shall be settled in the courts of the Republic of Lithuania in the place where the Buyer has its registered office.</p> <p>6.4 The Contract may be amended by written agreement between the parties, provided that this is in accordance with the procedures laid down in the Procurement Law.</p> <p>6.5. The Contract shall be terminated if the Services provided are of Prohibited origin as defined in clause 9 below.</p>
<p>7. Šalių atsakomybės:</p> <p>7.1 Šalys atsako už bet kokią žalą, atsiradusią dėl įsipareigojimų, kylančių iš galiojančių teisės aktų arba šios Sutarties sąlygų, pažeidimo. Šalys privalo imtis visų</p>	<p>7. Liability of the Parties:</p> <p>7.1 The Parties are liable for any damage caused by a breach of their obligations arising out of generally applicable legal regulations or out of the terms and conditions of this Contract. The Parties shall be obliged</p>

<p>pagrįstų priemonių, kad tokios žalos būtų išvengta ir (arba) prireikus ją sumažintų.</p> <p>7.2 Šalys atsako tik už realią kitai Šaliai padarytą žalą, o ne už negautą pelną ar kitus netiesioginius nuostolius ar žalą tretiesiems asmenims.</p> <p>7.3. Nepaisant konkrečių aplinkybių, bendra pagal šią Sutartį mokėtina žalos atlyginimo suma negali viršyti 50 % metinio atlyginimo (atlyginimo už paskutinius 12 mėnesių), neatsižvelgiant į tai, ar ji grindžiama veiksmais ar reikalavimais pagal Sutartį, deliktu, garantija, teisingumu, griežta atsakomybe, tyčiniu elgesiu ar kita teisine ar teisingumo teorija. Klientas pareiškia, kad ši suma atitinka didžiausią žalos sumą, kuri yra numatoma kaip galimas Tiekėjo įsipareigojimų pažeidimo padarinys.</p>	<p>to take all reasonable measures to prevent such damage and/or, as required, to mitigate them.</p> <p>7.2 The Parties shall only be liable for actual damage caused to the other Party, not for lost profits or any other indirect losses or damages to third parties.</p> <p>7.3 Notwithstanding the specific circumstances, the total amount of damage compensation due under this Contract shall not exceed 50% of the yearly Remuneration (Remuneration for the last 12 months), whether based upon an action or claim in Contract, tort, warranty, equity, strict liability, intended conduct or other legal or equitable theory. The Customer declares that this amount corresponds to the maximum amount of damage that is foreseeable as a possible consequence of a breach of Supplier's obligations.</p>
<p>8. Netesybos:</p> <p>8.1. Klientui laiku neatlikus mokėjimo, Tiekėjas turi teisę reikalauti 0,04 procento dydžio delspinigių nuo laiku nesumokėtos sumos už kiekvieną uždelstą dieną.</p> <p>8.2 Tiekėjui laiku nesuteikus paslaugos, Klientas turi teisę reikalauti 0,04 procento dydžio delspinigių nuo laiku nesumokėtos sumos už kiekvieną uždelstą dieną.</p>	<p>8. Penalties:</p> <p>8.1. If the Customer is late to pay, the Supplier is entitled to demand for default interest of 0,04 percent from outstanding amount for each overdue day.</p> <p>8.2. If the Supplier is late to provide the service, the Customer is entitled to demand for default interest of 0,04 percent from outstanding amount for each overdue day.</p>
<p>9. Draudžiama kilmė – Tiekėjo, subtiekejo ar juos kontroliuojančių asmenų, Paslaugų kilmė yra iš Viešųjų pirkimų įstatymo 92 straipsnio 14 ir/ar 15 dalyje numatyta sąrašė nurodytų valstybių ar teritorijų.“</p> <p>9.1. Tais atvejais, kai Tiekėjas pažeidžia Sutartyje numatytus dėl nacionalinio saugumo interesų ir (ar) Draudžiamos kilmės taikomus reikalavimus, tačiau dėl šių pažeidimų Sutartis nenutraukiama, Tiekėjas privalo ištaisyti pažeidimą (jeigu ir kiek tai yra įmanoma/proporcinga) bei, Klientui pareikalavus, sumokėti 1000 eurų dydžio baudą už kiekvieną atskirą pažeidimo atvejį.</p>	<p>9. Prohibited Origin - the origin of the Supplier, the Subcontractor or persons controlling them, the Services shall be the origin of the countries or territories specified in the list referred to in Article 92(14 and/or 15) of the Law on Public Procurement.”</p> <p>9.1. In the event that the Supplier breaches the requirements of the Contract relating to national security interests and/or Prohibited origin, but the breach does not result in the termination of the Contract, the Supplier shall be obliged to remedy the breach (to the extent possible and proportionate), and shall pay a penalty of EUR 1,000 for each individual case of breach upon demand by the Client.</p>
<p>10. Tiekėjas įsipareigoja Sutarties vykdymo dokumentus Klientui pateikti elektroniniu būdu, dokumentus pasirašant tik elektroniniu parašu.</p>	<p>10. The Supplier undertakes to submit the Contract performance documents to the Customer electronically, signing the documents only with an electronic signature.</p>



SPS 1 priedas /Annex 1 to the SPC

PASIŪLYMAS	TENDER	
LITGRID ECP/EDX PROGRAMINĖS ĮRANGOS PALAIKYMO PASLAUGŲ PIRKIMUI	FOR PROCUREMENT OF ECP/EDX SOFTWARE SUPPORT SERVICES BY LITGRID AB	
INFORMACIJA APIE TIEKĖJĄ / SUPPLIER INFORMATION		
Tiekėjo pavadinimas / Jeigu dalyvauja Tiekėjų grupė, surašomi visų narių pavadinimai	Name of the Supplier / If a group of Suppliers is present, the names of all members shall be listed	Unicorn Grid Systems a.s.
Tiekėjų grupės atsakingas partneris (pildoma, jei Pasiūlymą teikia Tiekėjų grupė)	Responsible partner of the group of Suppliers (to be filled in if the Tender is submitted by a group of Suppliers)	N/A
Tiekėjo adresas / Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai	Supplier's address / If a group of Suppliers is involved, all addresses of the participants are listed	V Kapslovně 2767/2, 130 00, Prague, Czech Republic
Tiekėjo juridinio asmens kodas (tu atveju, jei Pasiūlymą pateikia fizinis asmuo – verslo pažymėjimo Nr. ar pan.) / Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai	Supplier's legal entity code (s) (in case the Tender is submitted by a natural person - business certificate No., etc.) / If the Tender is submitted by a group of Suppliers, all codes of the members of the group of Suppliers shall be listed	21941343
Tiekėjo PVM mokėtojo kodas/ Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai	Supplier VAT identification number (s) / In case the Tender is submitted by a Supplier group, the codes of all the Supplier group members shall be indicated.	CZ699004029
Tiekėjo / Tiekėjų grupės atsakingo partnerio sąskaitos numeris, banko pavadinimas ir banko kodas	Account number, bank name and bank code of the Supplier / responsible partner of the Supplier	CZ2801000001313001020277
Pasiūlymo pasirašymui Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto	Name, surname, position, telephone number and e-mail of the person authorized by the Supplier / responsible	• •

asmens vardas, pavardė, pareigos, telefono numeris ir el. paštas	partner of the group of Suppliers to sign the Tender	
Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens laimėjimo atveju pasirašančio Sutartį vardas, pavardė, pareigos	Name, surname and the position of the person authorized by the Supplier / Supplier group to sign the Contract if the Supplier wins the Procurement	
Tiekėjo / Tiekėjų grupės atsakingo partnerio laimėjimo atveju už Sutarties vykdymą paskirto atsakingo asmens vardas, pavardė, pareigos, telefono numeris, el. paštas	Name, surname, the position, telephone No. and e-mail of the person responsible for the implementation of the Contract appointed by a Supplier / responsible partner of the Supplier group	
1.	SUTIKIMAS SU PIRKIMO SĄLYGOMIS	AGREEMENT TO THE PROCUREMENT CONDITIONS
1.1.	Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su PĮ ir Pirkimo sąlygose nustatytais Pirkimo procedūromis.	With this Tender, we acknowledge that by submitting our Tender, we agree with the further Procurement procedures set forth in LP and the Procurement conditions.
1.2.	Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų, taip pat Techninės specifikacijos reikalavimus, mūsų Pasiūlymas juos visiškai atitinka ir įsipareigojame jų laikytis vykdydami Sutartį. Taip pat įsipareigojame laikytis ir kitų Lietuvos Respublikoje galiojančių ir Pirkimo objektui bei Sutarčiai taikomų teisės aktų reikalavimų.	We confirm that we have carefully read all the requirements of the Procurement conditions, as well as the Technical Specification, our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the Object of Procurement and the Contract.
1.3.	Teikdami Pasiūlymą patvirtiname, kad visos siūlomos prekės (naudojamos medžiagos, įranga) nepriklausomai ar naudojamos darbų atlikimui ar paslaugų suteikimui, atitiks Perkančiojo subjekto nurodytus reikalavimus, ir nebus importuotos iš šalių, ar jų dalių, teritorijų (specialaus statuso zonų), iš kurių tokių tiekiamų prekių (naudojamų medžiagų, įrangos) importas yra draudžiamas pagal Jungtinių Tautų saugumo tarybos sprendimus arba kurioms taikomos Jungtinių Amerikos Valstijų, Europos Sąjungos ribojamosios priemonės (sankcijos) ar kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika, tarptautinės sankcijos. Perkančiajam subjektui raštu pareikalavus, per jo nurodytą terminą bus pateikti dokumentai, patvirtinantys prekių (naudojamų medžiagų, įrangos) kilmės šalį ir gamintoją ir jo akcininkus.	By submitting the Tender we confirm that all the goods (materials used, equipment) offered, whether independently or used for the execution of works or the provision of services, will meet the requirements the Contracting Entity and will not be imported from the countries or their parts, territories (special status zones), from which imports of such supplied goods (materials used, equipment) are prohibited by decisions of the United Nations Security Council or in the case of restrictive measures (sanctions) by the United States, the European Union or international sanctions of other international organizations, the member or participant of which is the Republic of Lithuania. Upon written request of the Contracting Entity, documents confirming the country of origin of the goods (materials used, equipment), the manufacturer and its shareholders will be submitted within the deadline specified by the Contracting Entity.
1.4.	Užtikrinu, kad mano atstovaujamas Tiekėjas/ Tiekėjų grupės nariai ir jo pasitelkiami Subtiekėjai bei Ūkio subjektai, kurių pajėgumais remiamasi, bus susipažinę su 2022 m. lapkričio 25 d. EPSO-G valdybos patvirtintu	I undertake to ensure that the Supplier/members of the Supplier Group represented by me and the Sub-Suppliers, and Economic entities whose capacity is relied on, are familiar with the EPSO-G Company Group's Supplier

	EPSO-G įmonių grupės tiekėjų etikos kodeksu ¹ ir 2023 m. birželio 29 d. EPSO-G valdybos patvirtinta EPSO-G įmonių grupės antikorupcinės veiklos politika ² prieš vykdydami Sutartį.	Code of Conduct ³ approved by the EPSO-G board on 25 th of November, 2022 and the EPSO-G Company Group Anti-Corruption Policy ⁴ approved by the EPSO-G board on 29 th of June, 2023 before engaging in the execution of the Contract.
1.5.	Mes patvirtiname, kad mūsų siūlomos prekės (įskaitant jų gamintojus), paslaugos ar darbai nekels grėsmės nacionaliniam saugumui, kai sandorio pagrindu susidarytų aplinkybės, nurodytos Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo 13 straipsnio 4 dalies 1 punkte, ir:	We confirm that the goods (including their manufacturers), services or works we offer will not endanger national security, when on the basis of the contract agreement, the circumstances defined in Article of 13 Part 4 (1) the Law on the Protection of Objects of Importance for Ensuring National Security of the Republic of Lithuania deem to arise, and:
1.5.1.	nebus sutrikdytas Perkančiojo subjekto valdomos ryšių ir informacinės infrastruktūros, kurios yra reikšmingos Perkančiojo subjekto veiklai, funkcionavimas;	the functioning of the communication and information infrastructure managed by the Contracting Entity, which is significant for the activities of the Contracting Entity, will not be disrupted;
1.5.2.	nebus sutrikdyta Perkančiojo subjekto, kaip nacionaliniam saugumui svarbios įmonės, veikla;	the activities of the Contracting Entity as a company important for national security will not be disrupted;
1.5.3.	nebus siekiama išgauti valstybės ir tarnybos paslaptį sudarančią ar kitą neviešą (Perkančiojo subjekto konfidencialią) informaciją;	no attempt will be made to obtain information that constitutes a state or official secret or other non-public (confidential of the Contracting Entity) information;
1.6.	Patvirtinu, kad teikiant Pasiūlymą nėra nei vienos iš šių sąlygų:	I confirm that none of the following conditions apply when submitting the Tender:
1.6.1.	Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektai, kurių pajėgumais remiamasi, Tiekėjo siūlomų prekių gamintojas ar juos kontroliuojantys asmenys yra juridiniai asmenys, registruoti VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose ⁵ ;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entities whose capacity is relied on, the manufacturer of the goods offered by the Supplier or the persons controlling them are legal entities registered in the countries or territories ⁶ listed in Article 92 (15) of the LPP;
1.6.2.	Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektas, kurio pajėgumais remiamasi, Tiekėjo siūlomų prekių gamintojas ar juos kontroliuojantys asmenys yra fiziniai asmenys, nuolat gyvenantys VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose arba turintys šių valstybių pilietybę;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entity whose capacity is relied on, the manufacturer of the goods offered by the Supplier or the persons controlling them are natural persons residing in the countries or territories listed in Article 92 (15) of the LPP or having the citizenship of these countries;
1.6.3.	prekių kilmė yra ar paslaugos teikiamos iš VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytų valstybių ar teritorijų;	the goods originate or the services are provided from countries or territories included in the list provided for in Article 92 (15) of the LPP;
1.6.4.	Lietuvos Respublikos Vyriausybė, vadovaudamasi Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatyme įtvirtintais	The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring

¹ Skelbiama Epsog-G įmonių grupės tinklapyje adresu: <https://www.epsog.lt/uploads/documents/files/Politikos/2022-11-25%20Tiekej%20etikos%20kodeksas.pdf>

² Skelbiama Epsog-G įmonių grupės tinklapyje adresu: <https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika.pdf>

³ Published on the website of the Epsog-G group of companies at: <https://www.epsog.lt/uploads/documents/files/EPSO-G%20Supplier%20Code%20of%20Conduct%202022%2011%2025.pdf>

⁴ Published on the website of the Epsog-G group of companies at: https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika%20_ENG_2023.pdf

⁵ Rusijos Federacija; Baltarusijos Respublika; Rusijos Federacijos aneksuotas Krymas; Moldovos Respublikos Vyriausybės nekontroliuojama Padniestrės teritorija; Sakartvelo Vyriausybės nekontroliuojamos Abchazijos ir Pietų Osetijos teritorijos.

⁶ Russian Federation; The Republic of Belarus; Crimea annexed by the Russian Federation; The territory of Transnistria not controlled by the Government of the Republic of Moldova; The territories of Abkhazia and South Ossetia which are not under the control of the Sakartveli Government.

	kriterijais, yra priėmusi sprendimą, patvirtinantį, kad šios dalies 1.6.1 ir 1.6.2 punktuose nurodyti subjektai ar su jais ketinamas sudaryti (sudarytas) sandoris neatitinka nacionalinio saugumo interesų.	National Security, has adopted a decision confirming that the entities specified in Clauses 1.6.1. and / or 1.6.2. of the GPC do not meet national security interests;
1.6.5.	Tiekėjas, jo subtiekęjas, ūkio subjektas, kurio pajėgumais remiamasi, vykdo veiklą VPĮ 92 straipsnio 15 dalyje numatytame sąraše nurodytose valstybėse ar teritorijose arba yra ūkio subjektų grupės, kurios bet kuris narys vykdo veiklą VPĮ 92 straipsnio 15 dalyje numatytame sąraše nurodytose valstybėse ar teritorijose, narys arba jos vadovas, kitas valdymo ar priežiūros organo narys ar kitas (kiti) asmuo (asmenys), turintis (turintys) teisę atstovauti tiekėjui, subtiekėjui, ūkio subjektui, kurio pajėgumais remiamasi, ar jį kontroliuoti, jo vardu priimti sprendimą, sudaryti sandorį, ir tokiu būdu dalyvauja tokių ūkio subjektų grupių ir (ar) ūkio subjektų veikloje.	The supplier, its subcontractor, or the economic operator whose capacities are relied upon operate in the states or territories listed in Article 92(15) of the LPP or they are members of an economic operator group, any member of which operates in the states or territories listed in Article 92(15) of the LPP. Head of such a group, or any other member of its management or supervisory body, or any other individual(s) authorized to represent, control, make decisions on behalf of, or enter into agreements for the supplier, subcontractor, or the economic operator whose capacities are relied upon, participate in the activities of such economic operator groups and/or economic operators.
1.7.	Patvirtinu, kad mano atstovaujamo Tiekėjo sudėtyje nėra Rusijos dalyvavimo, viršijančio 2014 m. liepos 31 d. Tarybos reglamento (ES) Nr. 833/2014 dėl ribojamųjų priemonių atsižvelgiant į Rusijos veiksmus, kuriais destabilizuojama padėtis Ukrainoje, su pakeitimais, padarytais 2022 m. balandžio 8 d. Tarybos reglamentu (ES) Nr. 2022/576, 5k straipsnyje nustatytas ribas. Visų pirma patvirtinu, kad:	I declare under honour that there is no Russian involvement in the contract of the company I represent exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/578 of 8 April 2022. In particular I declare that:
a)	mano atstovaujamas Tiekėjas (ir nė vienas iš Tiekėjų grupės narių) nėra Rusijos pilietis arba Rusijoje įsisteigęs fizinis ar juridinis asmuo, subjektas ar įstaiga;	the Supplier I represent (and none of the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;
b)	mano atstovaujamas Tiekėjas (ir nė vienas iš Tiekėjų grupės narių) nėra juridinis asmuo, subjektas ar įstaiga, kurio nuosavybės teisės tiesiogiai ar netiesiogiai daugiau kaip 50 % priklauso Pasiūlymo 1.7 punkto a) papunktyje nurodytam subjektui;	the Supplier I represent (and none of the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in Tender's section 1.7. point (a) of this paragraph;
c)	nei aš, nei mano atstovaujama bendrovė nėra fizinis ar juridinis asmuo, subjektas ar įstaiga, veikianti Pasiūlymo 1.7 punkto a) arba b) papunktyje nurodyto subjekto vardu ar jo nurodymu;	neither I nor the company represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in Tender's section 1.7. point (a) or (b) above,
d)	Pasiūlymo 1.7 punkto a)-c) papunkčiuose išvardyti subjektai nedalyvauja Subtiekėjais, tiekėjais ar Ūkio subjektais, kurių pajėgumais remiamasi, tais atvejais, kai jiems tenka daugiau kaip 10 % Sutarties vertės.	there is no participation of over 10 % of the contract value of subcontractors, suppliers or economic operators whose capacities are relied on n by entities listed in Tender's section 1.7. points (a) to (c) .
1.8.	Patvirtinu, kad Tiekėjui, Subtiekėjams, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektams, kurių pajėgumais remiuosi ir (ar) remsiuosi, prekių gamintojams ar juos kontroliuojantiems juridiniams ir (ar) fiziniams asmenims netaikomos Jungtinių Tautų saugumo tarybos, Europos Sąjungos, kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika ar Jungtinių Amerikos Valstijų sankcijos (ribojamosios priemonės).	I declare under honour that the supplier, sub-suppliers whom I have invoked or will invoke in the future, economic operators whose capabilities I rely on and/or will rely on, manufacturers of goods, or the legal or natural persons who control them are not subject to international sanctions (restrictive measures) implemented by the United Nations Security Council, the European Union, other international organizations of which the Republic of Lithuania is a member or participant, or by the United States of America. The

		controlling person is understood as defined in the Competition Law of the Republic of Lithuania.
1.9.	Patvirtinu, kad Tiekėjas, Subtiekėjai, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektai, kurių pajėgumais remiuosi ar (ir) remsiuosi, yra registruoti (Tiekėjas, Tiekėjų grupės narys, Subtiekėjas, Ūkio subjektas, kurio pajėgumais remiamasi, Kvazisubtiekėjas, kuris yra fizinis asmuo – nuolat gyvenantis ar turintis pilietybę) Europos Sąjungos valstybėje narėje, Šiaurės Atlanto sutarties organizacijos valstybėje narėje ar trečiojoje šalyje, pasirašiusioje PĮ 29 straipsnio 4 dalyje nurodytus tarptautinius susitarimus.	I declare under honour that the Supplier, the Sub-suppliers, members of the Supplier group or the Economic entity whose capacity is relied on or will be relied on in the future, are registered (the Supplier, the Sub-supplier, a member of the Supplier group, the Economic entity on whose capacities the Supplier relies on, the Quasi-Sub-supplier, a natural person is not a permanent resident or has a citizenship) in a member state of the European Union, member state of the North Atlantic Treaty Organization or in a third country which is a signatory to the international agreements referred to in Article 29 (4) of the LP
1.10.	Deklaruojamoms aplinkybėms pasikeitus, įsipareigoju nedelsiant apie tai informuoti Perkantįjį subjektą.	If the declared circumstances change, I undertake to inform the Contracting Entity immediately.
1.11.	Tiekėjas už pateiktos informacijos teisingumą atsako įstatymų nustatyta tvarka.	The Supplier shall be liable for the accuracy of the information provided in accordance with the procedures established by law.
2.	ATITIKTIS SOCIALINIAMS REIKALAVIMAMS	COMPLIANCE WITH SOCIAL REQUIREMENTS
2.1.	<p>Tiekėjas privalo užpildyti bent vieną iš patvirtinimų, kitus ištrinti:</p> <p>Patvirtiname, kad atitinkame SPS 5.1 p. 2 lentelėje nurodytą socialinį reikalavimą Eil. Nr. █, punktas Nr. █.</p> <p><i>(ir/arba)</i></p> <p>Patvirtiname, kad mūsų pasitelktas ūkio subjektas, kurio pajėgumais remiamės [ūkio subjekto, kurio pajėgumais remiamasi, pavadinimas] atitinka SPS 5.1 p. 2 lentelėje nurodytą socialinį reikalavimą Eil. Nr. █, punktas Nr. █.</p> <p><i>(ir/arba)</i></p> <p>Patvirtiname, kad mūsų pasitelktas subtiekėjas [subtiekėjo pavadinimas] atitinka SPS 5.1 p. 2 lentelėje nurodytą socialinį reikalavimą Eil. Nr. █, punktas Nr. █.</p>	<p>The supplier must fill in at least one of the confirmations and delete the others:</p> <p>We confirm that we meet the social requirement Row No. 1, paragraph No. 1 specified in the table 2 of Clause 5.1 of the SPC.</p> <p>and</p> <p>We confirm that we meet the social requirement Row No. 2, paragraph No. 1 specified in the table 2 of Clause 5.1 of the SPC.</p>
3.	PASIŪLYMO KAINA	TENDER PRICE
3.1.	Pasiūlymo kaina nurodoma eurais.	Tender price to be indicated in EUR.
3.2.	Pasiūlymo kaina nurodoma užpildant 1 lentelę	Tender price to be indicated by completing the below provided table 1

Eil. Nr. / No.	Pirkimo objektas/ Object of the Procurement	Matavimo vienetai/ Measurement units	Konkretus kiekis Prekių/paslaugų tiekimo laikotarpiu ^{7/} Precise amount during supply of goods and services	Įkainis, Eur be PVM/ Rate in EUR, excluding VAT ^{**}	Kaina, Eur be PVM ^{8/} Price in EUR, excluding VAT ⁹
1.	ECP/EDX programinės įrangos palaikymo paslaugos/ ECP/EDX software support services	Mėnuo/Month	36	1.232,00 EUR	44.352,00 EUR
Pasiūlymo kaina, Eur be PVM^{10/} / Total Tender price in EUR, excluding VAT¹¹					44.352,00 EUR
PVM / VAT, Eur^{***}					-
Pasiūlymo kaina, Eur su PVM^{12/} / Total Tender price in EUR, including VAT¹³					-

**** Įkainiai turi būti pateikiami ne daugiau kaip dviejų skaičių po kablelio tikslumu. / The rates are to be submitted at the preciseness of not more than two digits after the comma.**

***** Jeigu taikomas 0 proc. ar lengvatinis PVM dydžio tarifas, prašome nurodyti, kuo vadovaujantis taikomas toks PVM dydžio tarifas: / In case a VAT of 0 percent or a concession on VAT is applied, please indicate, based on what grounds the respectful VAT rate is applied**

4.	PASIŪLYMO GALIOJIMO TERMINAS	TENDER VALIDITY TERM
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⁷ Nurodytas konkretus Pirkimo objekto kiekis

⁸ Kaina Eur be PVM apskaičiuojama padauginant įkainį Eur be PVM iš nurodyto konkretaus kiekio.

⁹ The price in EUR excluding VAT is calculated by multiplying the rate in EUR excluding VAT with the indicated precise amount.

¹⁰ Kaina Eur be PVM apskaičiuojama padauginant įkainį Eur be PVM iš nurodyto konkretaus kiekio.

¹¹ The price in EUR excluding VAT is calculated by multiplying the rate in EUR excluding VAT with the indicated precise.

¹² Pasiūlymo kaina Eur su PVM turi apimti visas išlaidas, visus mokesčius ir apmokestinimus, mokėtinus pagal galiojančius Lietuvos Respublikos įstatymus.

Jei Tiekėjas nėra PVM mokėtojas arba prekės yra neapmokestinamos PVM pagal Lietuvos Respublikos pridėtinės vertės mokesčio įstatymą, grafoje „PVM“ rašoma – 0, o grafoje „Pasiūlymo kaina Eur su PVM“ įrašoma ta pati suma kaip ir grafoje „Pasiūlymo kaina Eur be PVM“. **Jei Tiekėjas nėra PVM mokėtojas arba prekėms nėra taikomas PVM arba taikomas lengvatinis PVM, Tiekėjas turi nurodyti PVM netaikymo ar lengvatinio PVM taikymo pagrindimą.**

¹³ The price of the Tender in EUR including VAT must encompass all the costs, all taxes and rates, payable in accordance with the valid laws of the Republic of Lithuania.

In case the Supplier is not a VAT payer or the goods are not subject to VAT in accordance with the Law on Value Added Tax of the Republic of Lithuania, 0 is written in the column "VAT", while in the column "Tender price in EUR including VAT" the same sum as listed under the column "Tender price in EUR not including VAT" shall be indicated. **In case the Supplier is not a VAT payer or the goods are not subject to VAT or a VAT concession is applicable, the Supplier shall be liable to indicate the grounds for exemption of VAT application or a VAT concession.**

4.1.	Pasiūlymas galioja 3 mėnesius nuo Pasiūlymo pateikimo termino pabaigos.	The Tender is valid for 3 months since the final deadline for submission of the Tender .
5.	KONFIDENCIALI INFORMACIJA	CONFIDENTIAL INFORMATION
5.1.	<p>Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija¹⁴, tačiau Tiekėjas gali nurodyti, kad tam tikra jo Pasiūlyme pateikta informacija yra konfidenciali atitinkamus dokumentus arba informaciją pažymėdamas žyma „KONFIDENCIALU“. Bet kokių atveju, visą Pasiūlymo konfidencialią informaciją Perkančiojo subjekto prašymu privalės nurodyti <u>galimas laimėtojas/laimėtojas</u> užpildant SPS 6 priedą „Konfidenciali informacija“ ir pateikti šios informacijos konfidencialumą pagrindžiančius dokumentus. Nepateikus prašomos informacijos ar konfidencialumo pagrindimo, bus laikoma, kad visa Pasiūlymą¹⁵ sudaranti informacija nėra konfidenciali, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.</p> <p>Perkantysis subjektas negali tretiesiems asmenims atskleisti iš tiekėjų gautos informacijos, kurią jie nurodė kaip konfidencialią, išskyrus atvejus, kai Pasiūlymo informacija negali būti konfidenciali kaip nurodyta šios Pasiūlymo formos 5.2. punkte arba kai Tiekėjas buvo paprašytas pagrįsti Pasiūlymo informacijos konfidencialumą ir per Perkančiojo subjekto nustatytą terminą to nepadarė.</p>	<p>The entire Tender of the Supplier may not be considered confidential¹⁶, but the Supplier may indicate that certain information provided in the Tender is confidential by marking the respective documents or information as “CONFIDENTIAL”. In any case, all Confidential information of the Tender must be provided <u>by the potential winner / winner</u> at the request of the Contracting Entity by completing Annex No. 6 of the SPC “Confidential Information” and providing documentation justifying the confidentiality of this information. Failure to provide the requested information or confidentiality justification will result in all information constituting the Tender¹⁷ being considered non-confidential, except for information the disclosure of which is not permitted under the Law on the Legal Protection of Personal Data.</p> <p>The Contracting Entity may not disclose to third parties the information received from the suppliers, which they have indicated as confidential except for cases where the information of the Tender cannot be confidential as indicated in point 5.2. of this Tender form or when the Supplier was requested to provide justification for the confidentiality of the information in the Tender and did not do so within the deadline set by the Contracting Entity.</p>
5.2.	Mums žinoma, kad <u>Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju</u>	We know that in <u>the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public</u> in case of

¹⁴ Vadovaujantis Pl 32 straipsnio 2 dalimi, konfidencialia negalima laikyti informacijos:

- 1) jeigu tai pažeistų įstatymų, nustatančių informacijos atskleidimo ar teisės gauti informaciją reikalavimus, ir šių įstatymų įgyvendinamųjų teisės aktų nuostatas;
- 2) jeigu tai pažeistų Pl 46 ir 68 straipsniuose ir 94 straipsnio 9 dalyje nustatytus reikalavimus dėl paskelbimo apie sudarytą pirkimo sutartį, kandidatų ir dalyvių informavimo, laimėjusio dalyvio pasiūlymo, sudarytos pirkimo sutarties, preliminariosios sutarties ir šių sutarčių pakeitimų paskelbimo, įskaitant informaciją apie pasiūlyme nurodytą prekių, paslaugų ar darbų kainą, išskyrus jos sudedamąsias dalis;
- 3) pateiktos tiekėjų pašalinimo pagrindų nebuvimą, atitiktį kvalifikacijos reikalavimams, kokybės vadybos sistemos ir aplinkos apsaugos vadybos sistemos standartams patvirtinančiuose dokumentuose, išskyrus informaciją, kurią atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis, – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti;
- 4) informacijos apie pasitelktus ūkio subjektus, kurių pajėgumais remiasi tiekėjas, ir subtiekejus – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti.

¹⁵ **Pasiūlymas** – pagal Perkančiojo subjekto nustatytas Sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

¹⁶ Pursuant to Article 32 (2) of the LP, the information cannot be considered confidential¹⁶:

- 1) if that would violate the provisions of the laws establishing the requirements for disclosure of information or the right to receive information, and the legal acts implementing these laws;
- 2) if that would violate the requirements set out in Articles 46 and 68 and Article 94 (9) of LP regarding the announcement of the concluded procurement contract, informing of candidates and tenderers, publication of the tender of the Successful Tenderer, concluded contract, draft contract and amendments to these contracts, including information on the price of the goods, services or works specified in the tender, except for its components;
- 3) provided in the documents certifying the absence of grounds for exclusion of suppliers, compliance with the qualification requirements, quality management system and environmental management system standards, except for information the disclosure of which would violate the obligations of the supplier under contracts concluded with third parties, in so far as this information is necessary for the protection of the supplier’s legitimate interests;
- 4) information on the economic operators whose capacities are relied on by the Supplier and subcontractors, in so far as this information is necessary for the Supplier to protect its legitimate interests.

¹⁷ **Tender** - a set of documents and data submitted by the Supplier in writing in accordance with the Terms and Conditions set by the Contracting Entity, by which it is proposed to supply goods, provide services or perform works.

privalo būti viešinama vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos ¹⁸ (toliau – VPT) bei teismų formuojama praktika.	winning the Procurement in accordance with the provisions of the legal acts regulating public procurement and the practice established by the Public Procurement Office ¹⁹ (hereinafter - PPO) and courts.
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Lentelė Nr. 1 / Table No. 1

Eil. Nr. / No.	Su Paraiška/Pasiūlymu pateikiama informacija	Information provided in the Application / Tender	Viešinimo pagrindas	Grounds for publicity
1.	Užpildyta Paraiškos/Pasiūlymo forma	Filled in form of the Application / Tender	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
2.	Informacija apie ūkio subjektus, kurių pajėgumais remiamasi, subtiekęjus ir kvazisubtiekęjus	Information about the Economic operators whose capacities will be relied on, Sub-suppliers and Quasi sub-suppliers	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
3.	Tiekėjo EBVPD ir pagrindžiantys dokumentai	Supplier's ESPD and supporting documents	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, kad tiekėjo duomenys apie pašalinimo pagrindų buvimą/nebuvimą, kvalifikaciniai duomenys, kuriais tiekėjas remiasi siekdamas laimėti viešąjį pirkimą, negali būti laikomi konfidencialia informacija, išskyrus tokius kvalifikaciją pagrindžiančius dokumentus, kuriuos atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis (PĮ 32 str. 2 d. 3 p.) arba informacijos atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, that states that the Supplier's data on the existence / absence of grounds for exclusion, the qualification data on which the supplier relies on in order to win the public procurement, cannot be considered confidential, except for such qualification documents, the disclosure of which would violate the Supplier's obligations under contracts with third parties (Article 32 (2) point 3 the LP) or disclosure of information is not possible under the Law on the Legal Protection of Personal Data.
4.	Prekių, paslaugų ar darbų kaina/įkainiai	Price / rates of goods, services or works	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, išskyrus įkainių sudedamąsias dalis.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, except for the components of the price rates.

¹⁸Daugiau apie konfidencialumą viešuosiuose pirkimuose VPT parengtoje metodikoje: http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

¹⁹ You may find more on confidentiality in public procurement in information prepared in Lithuanian language by Public Procurement office:

http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

5.	Atitikties Techninės specifikacijos reikalavimams lentelė	Table of compliance with the requirements of the Technical Specification	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law.
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5.3.	Pasirašydamas šį Pasiūlymą, tvirtintu visų kartu su Pasiūlymu pateikiamų dokumentų tikrumą.		By signing this Tender, I certify the authenticity of all documents submitted with the Tender.	
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(Tiekėjo arba jo įgalioto asmens vardas, pavardė, parašas/ *name, surname, signature of the Supplier or a person authorised by the Supplier*)²⁰

(Tiekėjo arba jo įgalioto asmens vardas, pavardė, parašas/ *name, surname, signature of the Supplier or a person authorised by the Supplier*)²¹

²⁰ Jei dokumentą pasirašo Tiekėjo vadovo įgaliotas asmuo, prie Pasiūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę. / *If the document is signed by a person authorised by the Supplier's CEO, the Tender must be accompanied by a written power of attorney or other document giving the right to sign.*

²¹ Jei dokumentą pasirašo Tiekėjo vadovo įgaliotas asmuo, prie Pasiūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę. / *If the document is signed by a person authorised by the Supplier's CEO, the Tender must be accompanied by a written power of attorney or other document giving the right to sign.*