

SYSTEM SUPPORT AND MAINTENANCE CONTRACT

1 CONTRACTING PARTIES

Client:

UAB Kauno Kogeneracinė Jėgainė
Business ID 303792888
Jėgainės g. 6, Biruliškės
LT-54469 Kauno r.
Lithuania

Supplier:

Fortum Waste Solutions Oy
Business ID 0350017-4
Kuulojankatu 1
FIN-11120 Riihimäki
Finland

The Client and the Supplier are jointly referred to as the “Parties” and each individually as the “Party”.

2 OBJECT OF CONTRACT

The object of this System Support and Maintenance Contract (hereinafter referred as the “Contract”) is the Support and Maintenance Service for TOPi[®] Energy Management System Software (hereinafter referred as the “System”) delivered by the Supplier to the Client.

The Supplier shall render the support and maintenance works from its premises in Finland by using a remote connection.

3 SERVICES INCLUDED IN THE CONTRACT

System support and maintenance services require a remote connection between the Client and the Supplier. Cost thus accrued shall fall on the Client. Persons responsible on the Supplier’s side shall additionally have sufficient rights to the System operating environment and, if necessary, access to the Client’s premises.

3.1 Maintenance Services

Based on the fixed fee stipulated in clause 6.1 of this Contract, the Supplier shall maintain appropriate readiness and know-how necessary to execute the support and maintenance tasks.

Additionally, the fixed fee shall cover the following services

- One annual System Audit
- One annual TOPi Browser Tools Update

as follows:

3.1.1 Annual System Audit

Annual System maintenance shall be arranged mutually once a year, during which the system status, system resource usage, backup procedures and system logs are reviewed.

Annual Audit comprises 1 (one) working day. Any time exceeding 1 (one) person's working day per year shall be charged according to clause 6.2 . The Client and the Supplier shall agree upon the point of time during which the maintenance should take place.

The Client shall be supplied with annual maintenance documentation, which includes the following:

- System status,
- Detected deficiencies,
- Proposals for improvement.

During the annual maintenance, the System shall be reviewed with respect to, e.g., modifications made by both parties, possible development needs and actions carried out during annual maintenance. Information is also exchanged on the latest development.

Annual maintenance will be carried out using the aforementioned remote access from the Supplier's premises.

3.1.2 User Tools Update

The Maintenance services fixed fee shall also cover the following:

- One TOPi[®] Browser tools update per calendar year including installation work to the Client's TOPi[®] server.

TOPi[®] Browser update is carried out once a year, during which related System patches and newest features are released to the Client's TOPi[®] server. The TOPi[®] Browser update is carried out according to Supplier's release plan and schedule. The Client's contact person will be informed after the update and its content have been described in Fortum's internet pages (TOPi[®] Release news). The new features are available based on the valid TOPi[®] Browser System licenses on the server.

The Supplier might release more than 1 (one) TOPi[®] Browser update per year. These releases are available for the Client. If the Client is interested in more than 1 (one) TOPi[®] Browser update per year, the installation of additional update can be agreed separately by the Parties. Installation work of the agreed additional TOPi[®] Browser update the Supplier will be invoiced according to actual hours.

TOPi[®] Browser update will be carried out using the aforementioned remote access from the Supplier's premises.

3.2 Support Services

All other support work requested by the Client from the Supplier will be invoiced according to actual working hours.

Service level of support and maintenance is as follows:

- Support work shall be commenced at the latest on the first working day after the receipt of the Client's notification and the work shall be continued during the Supplier's normal working hours.

3.2.1 Requests for System support work

The Supplier provides support for the use of the System at the Client's request (hereinafter referred as "Service Request") primarily via the Supplier's support system, or as telephone service.

The Client makes a Service Request via the agreed contact channel, which is shown in Appendix 5. Once the Client's Service Request has arrived in the Supplier's support system, it is routed to the application expert, who will take actions in accordance with the contract.

In telephone support, the Client makes a Service Request via the contact channel, and then calls directly the Supplier's support service contact person or the application expert.

Support Service is available during the Supplier's working hours from 9 am to 3 pm (Finnish time). The support language is English.

The Client has named contact persons, listed in Appendix 5, who have the right to contact the Supplier. When the Client contacts the Supplier's support service contact person, the contact person commits to contact as soon as possible the Supplier's application expert who knows the system.

If necessary, the Supplier's application expert shall be allowed remote access to the system during the telephone consultation.

4 SERVICES OMITTED FROM THIS CONTRACT

The Service does not contain maintenance and maintenance service of the operation system and the associated utility programs nor of the hardware nor equipment. The Client is responsible for backups and needed network connections.

The Contract does not include any on-site work.

5 SUPPORT PERSONS

The contact information and the names of the Parties' designated contact persons are indicated in Appendix 5.

6 PRICES

The prices specified hereafter do not include Value Added Tax, which shall be debited in accordance with the valid regulations.

Potential price revisions due to changes in the scope of the System are not included in this Contract.

Total maximum value of the contract is 44,000.00 €.

Following clauses of General Terms and Conditions IT2022 YSE are not applicable to this Contract: 4.1 – 4.5 and 4.7.

6.1 Fixed fee

The fixed fee for the Maintenance services for the invoicing period of six months is 7,375.00 (seven thousand one hundred ninety) €.

The annual total fixed fee is 14,750.00 (fourteen thousand three hundred eighty) €/a.

6.2 Hourly fee

The hourly price for the Support services is 145.00 (one hundred forty-five) €/h.

7 TERMS OF PAYMENT

The fixed fee is invoiced every six months and in advance.

Support services shall be charged monthly according to cost realized as per clause 6.2.

The term of payment of the invoice is 30 days net from receipt of the invoice.

Invoicing takes place primarily by electronic means.

Invoicing address:

8 OTHER TERMS OF CONTRACT

The Client shall notify the Supplier in advance in writing of any changes taking place in the Client's network that may affect the functions stipulated in this Contract.

Use of sub-suppliers and overtime work shall be agreed upon separately by the Parties case by case.

The Supplier shall charge the Client for the work done according to the actual working hours if the error or malfunction is due to causes other than those under the Supplier's responsibility, e.g., effects caused by erroneous actions of the Client.

The Supplier shall have the right, for justified reasons, to exchange the appointed persons during the validity of the Contract by sending, 30 days in advance, an updated copy of Appendix 5 to the Client's person in charge of this Contract.

Should the Contract, from the side of either Party and for reasons beyond control of said Party, become unreasonable to fulfil, the Parties shall negotiate on a just alteration of the Contract or its termination.

The fulfillment of the contract is ensured by late interest, which is 0.05% of the price of delayed Support Service request /delayed payment for each day of delay.

9 CONTRACT DOCUMENTS

The Contract comprises this contract document and below mentioned documents.

The contract documents are valid in relation to each other in the following order of application:

1. Technical Specification
2. Terms and conditions of Contract
3. Conditions for Recalculation of the Rates
4. This present Contract
5. Supplier's Contact List
6. Special terms of contract, IT2022 EOY
7. General terms and conditions IT2022 YSE

10 CONFIDENTIALITY

This Contract and its Appendices are confidential and can be only used by the Client for its intended purpose. The Parties shall not disclose technical nor commercial parts of this Contract to any third party, except if required by law.

11 VALIDITY OF THE CONTRACT

This Contract will come into force on the first day of the month after signing by both Parties, but not earlier than 1st of July 2024, and is valid for twenty-four (24) months.

Termination of this Contract is possible only if both Parties agree. A Party has however the right to terminate the Contract unilaterally without going to court without prior notice if the other Party has materially breached the Contract.

Terms and conditions of the Contract may be changed or supplemented only by agreement of the Parties when the change or addition is provided for in the Contract and / or is possible in accordance with the public procurement legislation.

Amendments and supplements to this Contract must be made in writing and duly signed by both Parties.

12 SIGNATURES

Two identical copies of this Contract have been drawn up, one for each contracting Party.

UAB KAUNO KOGENERACINĖ JĖGAINĖ

FORTUM WASTE SOLUTIONS OY

APPENDICES

- App 1 Section 10 "Terms and conditions of Contract proposed for signature" of Special Procurement Conditions (SPC)
- App 2 Conditions for Recalculation of the Rates
- App 3 General terms of contract, IT2022 YSE
- App 4 Special terms and conditions IT2022 EOY
- App 5 Contact list
- App 6 Extract of Trade register of Fortum Waste Solutions Oy