

APQC® MEMBERSHIP AGREEMENT

MAKE BEST PRACTICES YOUR PRACTICESSM

SECTION I. MEMBERSHIP TERMS AND CONDITIONS

PARTIES AND DEFINITIONS

1.1 This APQC Membership Agreement (this “Agreement”) is effective as of the date noted in Section III by and between the American Productivity & Quality Center, Inc. (“APQC”) and the organization listed in Section III (“Member”).

1.2 As used in this Agreement, (a) “Affiliate” means any entity in which Member has greater than fifty percent ownership or control; (b) “Authorized User” means an employee, officer, director, consultant, or contractor of Member or Affiliate who registers online with APQC using an email address issued by Member or Affiliate; and (c) “APQC’s Online Resources” means the content, materials, and tools accessible at www.apqc.org, including the Resource Library and Benchmarking Portal.

USING THE MEMBERSHIP BENEFITS

2.1 Registration. An active APQC membership entitles Authorized Users to access and use APQC’s Online Resources, the content of which varies by membership type. To access APQC’s Online Resources, each Authorized User is required to register online and accept the Terms of Service (www.apqc.org/terms).

2.2 License. APQC’s Online Resources are for Member’s internal use only and may not be marketed, distributed, or sold to third parties, whether or not for profit. APQC’s Online Resources shall not be publicly distributed or displayed, reproduced, published, licensed, transferred, sold, or incorporated in derivative works without the express written permission of APQC.

2.3 Optional Additional Services. Member may from time-to-time request additional services from APQC, such as custom data collection, benchmarks on demand, knowledge management assessments, program and strategy development, training and facilitation, and associated support services (“Additional Services”). All Additional Services are subject to an additional fee(s) and shall be more fully described in a signed Statement of Work. Each such Statement of Work shall be governed by this Agreement.

2.4 Term and Termination. The membership is provided on an annual basis and begins on the sooner of Member’s execution of this Agreement or payment of the applicable fee. The membership and access to APQC’s Online Resources terminate automatically at the end of the membership period unless renewed by payment of the applicable annual fee. Either party may terminate this Agreement for cause if, after written notice, the other party materially fails to comply with the terms and conditions of this Agreement. In the event Member terminates the Agreement for cause, APQC will promptly issue a pro-rated refund of the membership fee.

ADDITIONAL TERMS AND CONDITIONS

3.1 DISCLAIMER OF WARRANTY; LIMITATION OF DAMAGES; INDEMNITY. ALL MEMBERSHIP BENEFITS AND THE APQC ONLINE RESOURCES ARE PROVIDED "AS-IS" AND APQC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR (B) FOR DAMAGES IN EXCESS OF THE AMOUNT PAID TO APQC FOR THE MEMBERSHIP. Notwithstanding the foregoing or any other contrary term herein, APQC represents and warrants that APQC's Online Resources do not violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third-party and APQC shall defend and indemnify Member and any Authorized User against any third-party claim based on an allegation that any part of APQC's Online Resources violates any intellectual property right of such third-party.

3.2 Confidentiality. This Agreement and all non-public information related to it including Member's use of the Member benefits are confidential ("Confidential Information"). APQC shall (a) keep confidential and not disclose any Confidential Information to any person other than as expressly authorized by Member or required by law; (b) use the same care to prevent disclosure or unauthorized use of Confidential Information as it uses with its own confidential information, but in no event less than reasonable care; (c) use Confidential Information solely for the purpose of the activities contemplated by this Agreement; (d) notify Member promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (d) be responsible for the acts of any of its representatives that are in violation of this provision. Notwithstanding the foregoing, "Confidential Information" does not include information submitted by or on behalf of Member in response to an Open Standards Benchmarking survey or other assessment, which information shall be handled in accordance with APQC's standard benchmarking policies and procedures and may be made available in an anonymous and aggregated format to other users of APQC's Open Standards Benchmarking Database.

3.3 Dispute Resolution. This Agreement, including any question concerning its existence, validity, scope, or interpretation, shall be governed by and construed solely in accordance with the laws of the State of Texas, without regard to any conflicts of law principles. Any legal action, suit, or proceeding arising out of or in any way related to this Agreement or the membership shall be brought solely and exclusively in the state or federal courts located in Houston, Texas, and the parties irrevocably submit to the sole and exclusive jurisdiction of said courts for all such actions.

3.4 Entire Agreement. This Agreement represents the entire agreement and understanding of the parties with respect to the matters addressed herein and supersedes any prior or contemporaneous representations, statements, promises, or agreements of any kind. This Agreement may not be modified except in a writing endorsed by both parties.

3.5 The object of the Contract is the Services specified in the Contract.

3.6 In accordance with this Contract, the scope of and the requirements for the Object of Procurement are specified in the Technical Specification (attached as Appendix A).

3.7 Applied pricing – fixed rate.

3.8 The Price of Services is 28 000,00 USD.

3.9 The Contract shall enter into force from the date of its signing: and shall remain in force 12 (twelve) months.

3.10 The Parties shall be liable for non-performance or improper performance of their

contractual obligations in accordance with the procedure established in the Contract and legal acts. Indemnification and payment of penalties shall not exempt a Party from the proper performance of the provisions of the Contract.

3.11 Taking into account the specifics of the Services, the rights and obligations of the Buyer as well as the rights and obligations of the Service Provider shall be indicated.

3.12 Any natural or legal persons that the Service Provider engages in order to meet the requirements set out in the Procurement Documents and/or engages for the performance of the Contract, regardless of the legal relations between these persons and the Service Provider, shall be considered as persons acting on behalf of the Service Provider. The actions of these persons during the performance of the Contract entail the same consequences and liability for the Service Provider under the Contract as its own actions.

3.13 Settlement period shall be according to the provided invoice within 30 (thirty) calendar days from the reception of the bill.

3.14 When performing a procurement contract, invoices shall be provided only by electronic means. Electronic invoices, complying with the European standard on electronic invoicing, the reference of which was published in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 'on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council' (OJ 2017 L 266, 19) (hereinafter – European standard on electronic invoicing), shall be provided by the supplier's means of choice. *Electronic invoices failing to comply with European standard on electronic invoicing can be provided only by using the tools of the information system "E. sqskaita".*

3.15 Contract amendments of technical nature (for example, mistakes of the parties, names, account numbers, contact details, other details, etc.) shall not be considered as amendments of the contract conditions. The party shall inform the other party in writing in advance about amendments of technical nature, a separate confirmation of the other party shall not be provided. For the avoidance of doubt, the parties shall agree that, after the parties complete the conditions provided for in this paragraph, a separate agreement regarding contract amendment shall not be concluded, and the notice one party provided to another party shall be added to the contract and considered an integral part of the contract.

3.16 Other contract conditions (non-technical in nature) can be amended or supplemented only by mutual agreement of the parties, when the amendment or supplementation is provided for in the contract and/or is permissible pursuant to the legal acts regulating public procurement. Contract amendments and supplementations of such nature shall be concluded in writing and properly signed by both parties.

3.17 The Buyer shall have the right to terminate the Contract by giving written notice to the Service Provider 60 (sixty) days before the moment of termination.

3.18 The Service Provider shall have the right to terminate the Contract by giving a notice to the Buyer 6 (six) months before to the moment of termination.

3.19 The Buyer has the right to terminate the Contract unilaterally outside the court proceedings by notifying the Service Provider in writing 10 (ten) calendar days in advance if the Service Provider has substantially breached the Contract and has not eliminated the defects or has not committed voluntarily to indemnify the Buyer and pay the penalties during the notice period.

SECTION II. Annual Membership Fee

The annual membership fee is based on the membership type(s) selected below and is due within 30 days of receipt of invoice. The fee shall be paid in U.S. Dollars by check, credit card or wire transfer and is exclusive of any use, sales, VAT, or import taxes.

| MEMBERSHIP TYPE | ANNUAL FEE |
|--|------------|
| <input type="checkbox"/> Financial Management | \$12,000 |
| <input type="checkbox"/> Human Capital Management | \$12,000 |
| <input type="checkbox"/> Knowledge Management | \$12,000 |
| <input type="checkbox"/> Supply Chain Management | \$12,000 |
| <input checked="" type="checkbox"/> Enterprise (includes all of the above) | \$28,000 |
| Total | \$ 28,000 |

SECTION III. Authorization and Effective Date

On behalf of my organization, I have reviewed and agreed to the terms of this APQC Membership Agreement.

Organization name: UAB "Ignitis Grupės Paslaugų Centras"

Address: Laisvės ave. 10 _____

Signature: _____

Print name: _____

City: Vilnius _____

Job title: _____

State/Province: Vilnius _____

Zip/Postal _____

Email: _____

Code: LT-04215 _____

Effective date: _____

Country: Lithuania _____

Accepted and agreed by APQC

Organization name: American Productivity & Quality Center, Inc.

123 N. Post Oak Lane, Suite 300 _____

Signature: _____

Print name: _____

City: Houston _____

Job title: _____

State/Province: Texas _____

Zip/Postal _____

Email: _____

Code: 77024-7718 _____

Effective date: _____

Country: USA

APPENDIX A – TECHNICAL SPECIFICATION

1. TERMS AND ABBREVIATIONS

1.1. Client – UAB Ignitis Grupės Paslaugų Centras.

1.2. Service Provider – an economic operator – a natural person, a private legal entity, a public legal entity, other organisations and their subdivisions or a group of such persons, with whom the Client concludes a contract.

1.3. Contract – the Contract concluded between the Client and the Service Provider for the object of procurement.

1.4. Services – membership in American Productivity & Quality Center (APQC).

2. OBJECT OF PROCUREMENT

2.1. Membership in APQC (American Productivity & Quality Center).

3. SCOPE OF THE OBJECT OF PROCUREMENT

3.1. The quantities of the Services are presented in Table 1 below:

Table 1

| Seq. No. | Service name | Unit of measure | Maximum quantity ¹ / during the validity period of the Contract |
|----------|---|-----------------|--|
| 1. | Membership in APQC (American Productivity & Quality Center) | pcs | 1 |

4. PLACE OF SERVICE PROVISION

4.1. Services shall be provided: remotely.

5. REQUIREMENTS FOR THE OBJECT OF PROCUREMENT

Description of the object of procurement

Membership in APQC (American Productivity & Quality Center), which includes access to the APQC library, i.e. methodological material and research on the implementation and management of end-to-end processes and other methodological materials.

6. SERVICE PROVISION PROCEDURE AND DEADLINES

6.1. The Services shall be provided no later than 3 (three) days from the date of entry into force of the Contract.

6.2. The Services shall be provided remotely in accordance with the procedures set out in this Technical Specification (the APQC library login(s) shall be valid for 12 months after signing the Contract).

7. QUALITY AND FIXING DEFECTS

7.1. Defects in the Services and/or the result of the Services shall be deemed to be non-conformities with the requirements of the Technical Specification governing the quality of the Services.

7.2. The Client shall have the right to apply to the Service Provider for the fixing of any defects in the Services and/or the result of the Services within a maximum period of 1 (one) day from the date of signing of a deed of transfer - acceptance of the Services provided / recording of the defects.

7.3. The time limit of 2 (two) business days shall be set for fixing any defects in the result of the Services identified by the Client.

8. TERMS OF PAYMENT

8.1. The Client shall pay the Service Provider to the provided invoice within 30 (thirty) calendar days from the reception of the bill.

8. DOCUMENTS ACCOMPANYING THE SERVICES PROVIDED

9.1. Login(s) to the APQC library

¹ Maximum quantity of Services specified. The Client shall not be obliged to purchase the entire quantity specified