

CONTRACT
FOR SERVICE PROVISION OF APPLICANT TRACKING SYSTEM

2018-17-08, No. SUT-104-18
2018-08-23

UAB Technologijų ir inovacijų centras, a limited liability company legally registered and operating in accordance with laws of the Republic of Lithuania, legal entity code 303200016, VAT code LT100008194913, registered seat address A. Juozapavičiaus g. 13, Vilnius, Republic of Lithuania, data whereon is collected and stored in SE Centre of Registers, represented by General Director Irma Kaukienė, acting under the Articles of Association (hereinafter - the Buyer), and

SmartRecruiters Europe LTD, a private limited liability company legally registered and operating in accordance with laws of The United Kingdom, legal entity code 10155889, VAT code UK254216424, registered seat address Stephen House, Arthur Road, Windsor, Berkshire, SL4 1TX, data whereon is collected and stored in Companies House, r [redacted] (hereinafter – the Supplier), hereinafter the Buyer and the Service provider individually referred to as the Party and both together as the Parties, have concluded this service contract (hereinafter – the Contract).

1. DEFINITIONS

- 1.1. **Buyer** – UAB „Technologijų ir inovacijų centras“.
- 1.2. **Supplier** – entity – natural person, private/public person, other organizations and its subdivisions or group of persons with whom the Buyer enters into Contract.
- 1.3. **Contract** – The contract concluded between the Supplier and the Buyer on the purchase of the object.
- 1.4. **System** – Applicant Tracking System (AVS).
- 1.5. **Service** – Rental, support, maintenance and development services of cloud based Applicant Tracking System.
- 1.6. **Maintenance service**– System support and incident solving services.
- 1.7. **Development service** - System consulting, data import / export, improvement / development and training services.
- 1.8. **Cloud service** – a service that only requires an internet connection. The cloud consists of systems that do not need to be installed on a computer.

2. ENTRY INTO FORCE, STRUCTURE AND INTERPRETATION OF THE CONTRACT

- 2.1. The contract is entered into force, it must be conducted and interpreted in accordance with the law of the Republic of Lithuania.
- 2.2. Unless otherwise provided in the instruments of the Contract, the content of the Contract shall be understood in accordance with the following general rules of interpretation:
 - 2.2.1. Words referring to a specific gender of a person means any gender;
 - 2.2.2. The words that mark singular also mean plural, plus plural words means singular;
 - 2.2.3. The words "agree", "negotiated", "agreement" always mean that the respective agreement of the parties must be completed in writing;
 - 2.2.4. "In writing" means all the rules set out in this Contract, as well as paper and / or electronic documents drawn up by either Party, and any communications submitted to the other Party by the means of communication specified in the Contract.
- 2.3. All terms and terms used in this Contract have a generic meaning or the specific meaning of the nature of the Contract, unless otherwise specified and explained in the Contract.

3. APPROVALS AND GUARANTEES FROM PARTIES

- 3.1. Each of the Parties declares and guarantees to the other Party that:
 - 3.1.1. The party is properly established and legally operates under the laws of the home state;
 - 3.1.2. The party has taken all legal action necessary for the proper establishment and validation of the Contract;
 - 3.1.3. Concluding the Agreement, the Party does not exceed its competence and does not violate its binding laws, regulations, statutes, judgments, statutes, regulations, ordinances, obligations and agreements;

- 3.1.4. Representatives of the country signing this Contract are legally authorized by the Party to sign it and the personal data of the Parties and / or their representatives necessary for the proper conclusion of the Contract shall not be considered as confidential information;
- 3.1.5. The Party is not aware of any future changes to the legal environment that may objectively affect the performance of the obligations of the Party under this Contract;
- 3.1.6. The Contract is a party's legal, binding and binding obligation, the performance of which may be required under the terms of the Contract;
- 3.1.7. The terms of this Contract are clear and enforceable for the Parties on the date of entry into force of the Contract;
- 3.1.8. neither the conclusion of this Contract nor the performance of the obligations of the Buyer or the Supplier under this Agreement is in conflict with (i) any decision, order, ordinance or order of a court, arbitration, state or municipal institution which is applicable to the Parties; (ii) any contract or other transaction to which the Party is a party, or (iii) any provision of the law or other legal / regulatory act of the Parties.
- 3.2. Supplier confirms that:
- 3.2.1. does not participate in prohibited agreements and agreements referred to in Article 5 of the Republic of Lithuania Law on Competition violating the principles specified in Article 17 of the Law on Public Procurement of the Republic of Lithuania;
- 3.2.2. have all statutory permits, licenses, staff, organizational and technical means necessary for the provision of the Services;
- 3.2.3. the price of the Tender included all costs necessary for the provision of the Services under this Contract and assumes the risk that due to circumstances beyond the control of the Buyer, the costs incurred by the Supplier in connection with the performance of the Contract will increase and / or the Contractor becomes more difficult to enforce the Contract;
- 3.3. Buyer confirms that:
- 3.3.1. has fulfilled or authorized the Contracting Authority to fulfill the procurement procedures necessary for this Contract;
- 3.3.2. Will accept the quality Services provided by the provisions of this Contract, and for such Services will be settled in accordance with the procedure established by the Contract.
- 3.4. In case it appears that the Parties' approvals and / or declarations (s) specified in this Agreement are false, then the Party must reimburse the damage which occurred to other Party for such false (and / or incorrect acknowledgment (s) and / or statement (s) incurred.
- 3.5. This Contract is drawn in accordance with the provisions of the Law on Public Procurement of the Republic of Lithuania and other legal acts. In the situation when the Contract does not meet the requirements set out in the Law on Public Procurement of the Republic of Lithuania, the Lithuanian Law on Public Procurement applies. The Parties shall acknowledge and confirm that the provisions of this Agreement are not in conflict with the provisions of the Procurement Conditions.

4. OBJECT OF THE CONTRACT

- 4.1. The Supplier undertakes to provide Services to the Buyer in accordance with the conditions and following the deadlines set forth in the Contract, while the Buyer undertakes to pay for the Services provided according to the conditions and deadlines established in the Contract.
- 4.2. Services and requirements for them are described in the Contract (*inter alia* Technical specification).

5. PRICE OF THE SERVICES, PAYMENTS AND WITHHOLDINGS

- 5.1. The total Service price shall be EUR 136 730,00 (one hundred and thirty six thousand seven hundred thirty euros 00 euro cents) inclusive of VAT. The total Service price shall comprise:
- 5.1.1. the Service price of EUR 113.000,00 (one hundred and thirteen thousand euros 00 euro cents), exclusive of VAT;
- 5.1.2. value added tax (VAT) of 21 % - EUR 23 730,00 (twenty three thousand seven hundred thirty euros 00 euro cents).
- 5.1.3. VAT is incurred by the Buyer.
- 5.2. Pursuant to the Methodology for Setting the Price of Public Purchase - Sale Contracts and Pricing Rules approved by the Director of the Public Procurement Service, the following method of price calculation shall apply: fixed tariff.
- 5.3. The Buyer shall pay to the Supplier for actually provided Services according to the Service tariffs indicated in the Annex No 2 to the Special Procurement Conditions of the Contract. The Service tariffs shall remain unchanged during the validity period of the Contract.

- 5.4. During the validity period of the Contract, the Client shall have the right to revise the scope of the purchased Services, without exceeding the maximum amount of Services indicated in Annex No 2 to the Special Procurement Conditions of the Contract and the Service price specified in the Contract.
- 5.5. For Services not listed in the Contract and which the Supplier provides to the Buyer without the written consent, the Buyer does not pay the Supplier.
- 5.6. The Supplier, in the total tender price, referred to in Clause 5.1 of the Contract, has included all costs related to the provision of the Services, all payables, (excluding VAT), including but not limited to:
- 5.6.1. expenses related to the performance of the obligations provided for in the Contract (in order to avoid any doubt, this item, includes all costs incurred by the Supplier for translation, travel, accommodation, consultancy, posting of workers and other expenses);
- 5.6.2. all costs related to the preparation, adaptation and submission of the documents provided for in the Technical Specification and the Tender;
- 5.6.3. the costs of the conclusion and execution of this Contract, including the costs related to the enforcement of the Contract;
- 5.6.4. all direct and indirect costs associated with the provision of the Services and any work and / or goods necessary for the provision of the Services which the Provider, as being a field specialist, had and could have foreseen provided that he had been sufficiently careful and duly taking into account the fact that the Buyer strives for to provide the Services to the Supplier in conjunction with the performance and / or delivery of related works and / or goods.
- 5.7. VAT will be calculated and paid at the time of the occurrence of VAT. If the VAT rate stipulated in the legal acts in force in the Republic of Lithuania changes, the price of the Services and the Goods (excluding VAT) provided in the Agreement remains unchanged, and the total cost of the Services is recalculated to the amount of the amended VAT rate accordingly. The VAT rate risk is assigned to the Buyer.
- 5.8. All payments and settlements under the Contract are executed in the national currency of the Republic of Lithuania - in euros.
- 5.9. The Buyer pays the Supplier for the services actually provided and accepted by the Service in the manner prescribed:
- 5.9.1. for the quarterly delivery of the System rented by the Supplier, the Buyer pays the quarterly subscription fee specified by the Supplier in the Supplier's Tender. The fee shall be paid within the time period specified in clause 5.9.2 of the Agreement.
- 5.9.2. The quarterly subscription fee shall be paid within 30 days from the invoice receipt date, except for the initial subscription fee which shall be paid within 60 days from date of invoice and will cover the quarterly subscription fee and system preparation works.
- 5.9.3. for the Development Services provided by the Supplier, the Buyer pays the scheduled hourly fee for the Supplier specified in the Supplier's Tender. Terms and scope of the development services (the specific number of hours required to provide the ordered Services) must be agreed in advance in writing and approved by the Order.
- 5.9.4. The maintenance service will not be paid to the Supplier separately. The cost of the System Rental service must include the Maintenance Services.
- 5.9.5. For proper preparation of the System for deployment, the Buyer shall pay in accordance with the terms and procedure provided for in Clause 5.9.2. of the Contract.
- 5.10. Buyer, for the Services accepted by the Acceptance and Transfer Acts concluded in the Clauses of 5.9.1, 5.9.3 and 5.9.4 of the Contract shall pay within 30 calendar days.
- 5.11. The Parties agree to apply such a procedure for crediting the Customer's payments made under this Contract:
- 5.11.1. The first step is to include the Supplier's requirements regarding the fulfillment of payment obligations for the Services provided under this Contract;
- 5.11.2. The second line includes the Supplier's claims relating to fees related with remunerations for penalties or losses under this Contract;
- 5.11.3. Other amounts payable to the Supplier (if any) are included in the third step.
- 5.12. If payments under this Contract are international, the SHA settlement scheme applies (the paying party pays bank charges for an international payment order, and foreign bank fees are paid by the accepting Party).
- 5.13. Buyer has the right to withhold payment to the Supplier if:
- 5.13.1. after the date of signing the corresponding Acceptance-Transfer Act of the Services provided, it becomes apparent that the Buyer has incurred losses due to the fault of the Supplier (e.g. damaged software, etc.) until the moment when the specified circumstances are removed. In this case, more amounts payable than may be necessary to cover direct Customer losses cannot be withheld;

5.13.2. Supplier does not fulfill its other obligations under this Contract until such time as particular obligations are fulfilled.

5.14. If the Supplier has been penalized in accordance with this Contract, the amount paid by the Buyer for the Services shall be reduced by the amount of the impunity calculated. In addition, the Buyer has the right to deduct imputed deductions from any payment order of the Supplier by notifying the set-off of such penalties.

5.15. Buyer does not undertake any obligations related to the Supplier's taxation in a foreign country, i.e. y the Buyer does not reimburse any taxes related to the Supplier's activities (such as income tax, etc.).

6. SCOPE AND QUALITY OF THE SERVICES, DEADLINES FOR THE PROVISION OF THE SERVICES, PROCEDURE FOR THE TRANSFER - ACCEPTANCE OF THE SERVICE OUTCOME

6.1. The qualification requirements for the Services provided, their results, Service quality, are defined in the Contract, including, but not limited to, Part 6 of the Contract, the Technical Specification and the Tender. The quality of the Services provided must also be in accordance with the requirements of the legislation and the requirements normally required for such Services. The scope of the Services provided to the Customer by this Contract is specified in the Technical Specification.

6.2. Supplier, at the Buyer's request, shall, within the time period that is not shorter than 10 (ten) working days, provide the Buyer with sufficient evidence that he has all permits, certificates, licenses and / or other documents prescribed by legal acts necessary for the provision of the Services in the Republic of Lithuania in accordance with the legal requirements, if such evidences are available and can be provided in the country in which Supplier is registered.

6.3. The Parties agree that at the time of signing of the Contract, as a separate Annex to the Contract, the Supplier's Standard Terms and Conditions and the Supplier's standard as Annex No 4 (or any other Supplier's Standard document) regarding the Provision of Services and Guarantees will be added. The Supplier's Standard documents are valid to the extent that they do not conflict with the Technical specification and the provisions of the Contract.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. Buyer obligates:

7.1.1. proper and fair performance of the Contract;

7.1.2. During the performance of the Contract, to cooperate with the Supplier by supplying information reasonably necessary for the performance of the Contract, the necessity of submission of which occurred during the performance of the Contract;

7.1.3. After Supplier has properly fulfilled its contractual obligations, accept the Services provided according to the procedure established in the Contract if they meet the requirements for services set out in the Contract;

7.1.4. After Supplier has properly fulfilled its contractual obligations and upon the acceptance from the Buyer, The Buyer has to pay the in accordance with the terms and conditions established by the Contract;

7.1.5. Fairly fulfill the other obligations set out in the Contract and the applicable Laws.

7.2. Buyer has a right:

7.2.1. to submit comments regarding the Services provided by the Supplier and their quality.

7.3. Supplier obligates:

7.3.1. proper and fair performance of the Contract

7.3.2. to provide the Services professionally, qualitatively, as provided for in the Contract, and in time, within the time limits specified in the Contract. Supplier undertakes to ensure compliance with the requirements of the Contract and the Laws on the Provision of Services and Supplies of Goods. In case of failure to comply with these conditions, the delivered Services are not accepted;

7.3.3. to ensure that the Services are provided to the Buyer by persons having the necessary qualifications and experience for the provision of the Services;

7.3.4. to inform the Buyer in writing of any circumstances that prevent or can prevent the Supplier from rendering the Services in accordance with the terms and procedure set out in the Contract;

7.3.5. to ensure the safety of work, fire safety, environmental protection and other requirements of the legislation, applied in compliance with the requirements of the Contract;

7.3.6. to take into account the comments submitted by the Buyer during the performance of the Contract, if they are appropriate and enforceable, any other additionally provided information;

7.3.7. comply with the provisions of the Civil Code of the Republic of Lithuania and other legal acts in force in the Republic of Lithuania related to the fulfillment of the contractual obligations of the Supplier and ensure that the suppliers, employees and representatives of the Supplier comply with them. Supplier warrants direct damages to the Buyer if the Supplier or its specialists, employees, and representatives do not comply with the

requirements of the applicable legislation of the Republic of Lithuania and therefore cause to the Buyer any claims or proceedings to be initiated. The amount of indemnity damages shall not exceed EUR 250000.

7.3.8. to take into account the comments submitted by the Buyer regarding the Services provided by the Supplier and their quality, if they are appropriate and enforceable;

7.3.9. to reimburse the Buyer for direct losses caused by the provision of Services of inadequate quality, as well as related to elimination of deficiencies and / or missed time;

7.3.10. if during the provision of the Service it is necessary to perform certain works at the Buyer's office, such works shall be performed with the Buyer at a time agreed upon, during working hours at the Buyer's opening hours (i.e., from Mondays to Fridays from 7:30 am to 4:30 pm, excluding holidays). The work done outside of Buyer's working hours must be agreed in advance.

7.4. Other rights and obligations of the Buyer and the Supplier that are defined in the applicable legal acts of the Republic of Lithuania and the Contract.

7.5. Supplier has a right:

7.5.1. receive the full amount specified in the Contract for the Services provided to the Buyer in a timely, appropriate and qualitative manner;

7.5.2. request the Buyer to provide information or documents related to the proper performance of the Contract, the necessity of submission of which occurred during the execution of the Contract;

7.5.3. to request that Buyer accept the Services, which comply with the requirements of the Law on Procurement, Contract, Service, and sign the Acceptance-Transfer Act (s);

7.5.4. to request Buyer to properly and on time fulfill other contractual obligations.

7.6. Parties obligates:

7.6.1. to protect other party at its own expense from any claims, losses arising from the actions of the other party or negligence in the performance of the Contract and indemnification for third parties caused by their guilty actions and losses incurred by them, including any violation of legal acts, unlawful patents, trademarks and other the use of intellectual property objects or violations of the rights of any person;

7.6.2. to ensure the confidentiality and protection of the information received during the execution of the Contract and information related to the performance of the Contract in accordance with the procedure established by the Contract.

8. CONTRACT ENFORCEMENT

8.1. For the enforcement of requirements of Supplier provided on the Procurement conditions, the following conditions apply(alternatively)::

8.1.1. The Buyer has the right, from the date of signing the Contract, to withhold payments of 10 % of the Contract value and such amount shall be deemed to be the Contract performance guarantee, which is valid at least for the duration of this Agreement. The Buyer will return those payments with the last payment of the Contract. In all cases, the Contract performance guarantee must be valid for the entire duration of the Contract.

8.1.2. The Supplier no later than 10 (ten) working days from the date of signature of this Contract submit to the Buyer the Contract performance guarantee in the amount of 10 % of the Contract value, which shall be valid at least for the duration of this Contract. In the event that the term of validity of the Contract guarantee may expire during the Contract period, the Supplier shall, within 10 (ten) business days before the expiry date of the guarantee, provide the Buyer with a new guarantee of the Contract or extend the existing period until entire duration of the Contract.

8.1.3. The contract performance guarantee is for that Supplier unconditionally and irrevocably undertakes to pay to the Buyer no more than 10 % of the Contract value from the first written notification of the Buyer to the Supplier of violation of the obligations established Contract, partial or full non-performance or inadequate execution. The Buyer will notify the Supplier that the amount of the Contract performance guarantee is due to the fact that the Supplier has partially or completely failed to comply with the terms of the Contract or otherwise violated the Contract. The Buyer does not undertake to prove the actual loss incurred and the Supplier upon signing the Contract confirms that the amount of the Contract guarantee is considered as minimal unprovable loss of the Buyer.

9. SANCTIONS

9.1. The parties declare that the penalties set out in this Contract are considered correct and not excessive and agree not to reduce them, regardless of whether the part of the obligation is fulfilled.

9.2 In case the Supplier fails to achieve the Cloud service's availability as specified in Annex No 4, the Buyer has to apply a service penalty of 10% of the subscription fees paid during the 12-month period per each 1%

below the committed availability. The service penalties and liabilities are limited to 100% of paid subscription fees paid in the last 12 months.

9.3. The Supplier, by providing Support Services as specified in the Annex No 4, undertakes to respond to System errors in a timely manner (error rates are determined in accordance with the criteria specified in the Annex No 4) and / or interruptions, and undertakes to remove them within the set deadline in Annex No 4. In case of not removing them within the established time limit, any dispute shall be dealt by direct communication between the Parties or by any other procedure that the Parties have agreed upon in writing.

10. THE RIGHT OF THE SERVICE PROVIDER TO HIRE THIRD PERSONS (SUBCONTRACTING), JOINT ACTIVITIES

10.1. Supplier does not have a right to use the Subcontractors.

10.2. Any natural or legal persons that the Supplier relies for the performance of this Contract, regardless of the legal relationship between these persons and the Supplier, are considered to be persons acting on behalf of the Supplier. The actions of these persons in the performance of the Contract give the Supplier the same consequences as his own actions.

10.3. Supplier does not have the right to use the Subcontractors if it is not indicated in the Tender. In case Supplier wishes to hire a Subcontractor, that is not specified in the Tender, he must first prove to the Buyer the reliability and ability to perform the assigned functions, receive a written consent of the Buyer for the selected Subcontractor and submit the Subcontractor's documents justifying compliance with the requirements specified in the Procurement Conditions (if subcontractors were subject to qualification requirements). The Supplier is responsible for the quality of the Services rendered by the Subcontractor. The Supplier is always liable for the performance of the Contract, including the quality of the part of the Contract transferred to the Subcontractors and the damage caused. If the Supplier hires a Subcontractor without the Buyer's written consent, the Supplier must pay to the Customer 5 (five) percent of the amount of the Total Tender Price of Services and Goods specified in Clause 5.1 of the Contract.

10.4. Subcontracting does not create a contractual relationship between the Buyer and the Subcontractor. The Supplier is liable for the actions or omissions of its Subcontractors. The Buyer's consent to use Subcontractor to fulfill contractual obligations does not release the Supplier from any obligations under the Contract.

10.5. In case the need to change the partners indicated in the Joint Activity Agreement with other partners occurs (if the Services are provided in accordance with the Joint Activity Agreement), the Partners working under joint activity agreement must fulfill all of the following conditions:

10.5.1. Provide the following documents to the Buyer:

10.5.1.1. the request of the remaining Partner (s) of the group working under joint activity agreement to change the Joint Activity Partner (s);

10.5.1.2. the request from the leaving Partner (s) of the group working under the joint activity agreement to withdraw from the Joint Activity Partner Agreement and transfer all obligations under the Joint Activity Agreement to the new / remaining Joint Action Partner (s);

10.5.1.3. the written consent from the new / remaining partner (s) of the group working under the joint activity agreement to replace the leaving partner (s) and undertake all the obligations, as well the documents certifying the qualification of the new / remaining Partner (s) of the group working under joint activity agreement (if applicable);

10.5.2. The Supplier shall prove to the Buyer the credibility and ability to perform the assigned functions of the new (s) / remaining Partner (s) of the group working under joint activity agreement;

10.5.3. Supplier will receive the Buyers' written consent to change the Joint Activity Partners;

10.5.4. The Supplier will provide the Buyer with a copy of the new Joint Activity Agreement in which the obligations of the New / Remaining partner (s) will remain the same as in the previous Joint Activity Agreement, while the new / remaining Partner (s) of the group of Suppliers working under joint activity agreement will take over all obligations of the withdrawing Partner (s) under the previous Joint Activity

10.6. The Supplier does not have the right to use the Buyer's employees for the performance of this Contract on the basis of employment contracts or in any other way, if it is not in writing agreed with the Buyer.

10.7. Supplier does not have the right to use the Buyer's auditors, advisers, consultants, agents, brokers or other independent experts who would be in conflict with their interests to violate the standards of professional ethics of such specialists or good business practices.

10.8. Failure to comply with this part of the Contracts is considered to be an essential breach of the Contract.

11. CHANGE OF CONTRACT TERMS

11.1. The terms of the Contract cannot be changed during the period of validity of the Contract, except for such Conditions of the Contract, the changes of which is specified in the Contract and / or possible in accordance with the Law on Public Procurement.

11.2. Technical changes are not considered Changes of the Contract terms (for example, Parties' requisite details, errors), as well as the adjustment of individual conditions of performance of the Contract in the circumstances set out in the Contract.

11.3. Any Changes of the terms of the Contract may be initiated by each party, providing the other party with the relevant request and supporting documents. The party, upon receipt of such a request, shall examine it within 20 calendar days and provide a reasoned written reply to the other Party. In case of a disagreement between the parties, the right to decide lies with the Buyer.

12. VIOLATION OF CONTRACT AND ITS CONSEQUENCES, TERMINATION OF THE CONTRACT

12.1. If a Party fails to perform or improperly performs its obligations under the Contract, it is considered to be in breach of the Contract. In case a breach of contract by one Party, the other party has the right to use any legal remedies available to it, including but not limited to:

12.1.1. require the other Party to perform its contractual obligations;

12.1.2. claim to compensate for direct loss;

12.1.3. to demand payment of default (fines / penalties) specified in the Contract and to compensate for direct loss;

12.1.4. to terminate the Contract in accordance with the procedure established in Clause 12.2 of the Contract.

12.2. Buyer has the right to unilaterally, without soliciting the court, 30 (thirty) calendar days prior written notice to the Supplier to terminate the Contract if the Supplier has substantially violated the Contract. A violation of the Contract made by the Supplier is considered essential if:

12.2.1. the Services (any part thereof) do not comply with the requirements of the Contract and the Supplier does not remedy the provision of the Services (their part) within the term specified in the Contract;

12.2.2. The Supplier does not comply with the Terms of Service provided by the Contract and the delay takes more than 30 days;

12.2.3. The qualification of the Supplier or its' personnel assigned to the provision of services has become no longer in compliance with the requirements of this Contract and these inadequacies have not been corrected within 14 (fourteen) calendar days from the date that the qualification was not matched;

12.2.4. A bankruptcy is being filed against the Supplier or the insolvency proceedings are conducted out of court, initiated by compulsory liquidation or agreement with the creditors, or it is subject to similar procedures in accordance with the laws of the country in which it is registered, the Buyer becomes aware of another enforced implementation of the rights of the Supplier's creditors, have a significant influence on the Supplier's ability to continue to comply with the Contract and / or the Supplier has been and will be the subject of a conviction for 2004. March 31 Crimes as defined in European Union law listed in Article 45 (1) of Directive 2004/18 / EC of the European Parliament and of the Council on the coordination of procedures for the award of public works contracts, public supply contracts and service contracts;

12.2.5. Supplier is in breach of this Contract's provisions governing competition, the management of intellectual property or confidential information;

12.2.6. other circumstances provided in Article 6.217 of the Civil Code of the Republic of Lithuania.

12.3. The Contract may be terminated by written agreement between the two Parties.

12.5 The Supplier has the right, unilaterally, without calling to the Court, in the absence of the Buyer's fault, to terminate the Contract, giving written notice to the Client about 120 (one hundred twenty) calendar days only for a valid reason.

12.6 Upon termination of the Contract by the Supplier, the Buyer pays the Supplier for all Services supplied by the Supplier, before the termination of the Contract and accepted by the Buyer for acceptance and transmission of the Contract. The Buyer has to accept all Services supplied by Supplier according to the Contract until the termination of the Contract.

13. LIABILITIES OF THE PARTIES

13.1. Party is released from civil liability if it proves that the Contract has not been fulfilled due to circumstances which could not be controlled and reasonably foresee at the time of conclusion of the Contract and that it could not prevent the emergence of these circumstances or their consequences (force majeure). The parties understand the *force majeure* circumstances as they are regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and the Government of the Republic of Lithuania in 1996. July 15 Resolution

No. 840 approved "Rules of Exemption from Liability in the Event of Force Majeure" insofar as they are not in conflict with the Civil Code of the Republic of Lithuania.

If these circumstances occurs, the other Party shall inform the other party within 3 (three) business days of becoming aware of (or having to know) their occurrence if it is reasonably possible. The implementation of the obligations of the parties is postponed for the existence of circumstances of force majeure.

13.2. Each Party's aggregate liability under or in relation to this Contract shall be limited to EUR 250.000,00 (two hundred fifty Euro).

13.3. The Party requesting its release from liability shall notify the other Party in writing of the circumstances of the Force Majeure immediately, but not later than 3 (three) business, if it is reasonably possible, days after the occurrence or disclosure of such circumstances, by providing evidence that it has taken all reasonable precautions and made every effort to reduce costs or negative consequences, as well as to report the possible maturity of obligations. A notification is also required when the basis for default is gone.

13.4. The basis for the dismissal of the Party from liability arises from the moment of the occurrence of force majeure circumstances or, in the absence of a timely notification, from the moment the notification is submitted. If the Party does not send or notify in time, it must compensate the other Party for the damage it has suffered due to a failure to provide a timely notice or because no notice has been given.

13.5. If the force majeure circumstances continue for more than 2 months, either of the Parties has the right to terminate this Contract unilaterally by giving notice to the other Party 5 days in advance. In such case, the Buyer will reimburse the Supplier for the agreed and ordered Services, and / or Goods by that time.

14. CONFIDENTIAL INFORMATION

14.1. When signing the Contract, the Supplier undertakes to sign a Data processing agreement

15. FINAL PROVISIONS

15.1. This Contract shall take effect from signing of the Contract and be valid until complete fulfilment of the obligations of the Parties under this Contract, but no more than 3 (three) years from the date of its entry into force or until the amount of EUR 113,000 excl. VAT has been reached.

15.2. The Parties does not acquire the right to transfer its obligations under this Contract to a third party without the written consent of the other party. This limitation on the transfer of obligations does not apply in cases when on the basis of this Contract the Buyer's functions or part thereof are transferred to another contracting organization - the Buyer's associates who meet at least one of the criteria set forth in Paragraph 2 of Article 2 of the Law on Corporate Income Tax of the Republic of Lithuania, provided that the assignee is solvent and it not a direct competitor of Supplier.

15.3. All communications and other information between the Parties under this Contract shall be made in writing and shall be deemed duly filed if served personally, by courier, registered mail or other means specified in the Annex No. 1 to the Contract, to the addresses indicated in this Annex.

15.4. The Parties appoint contact persons for communication, the details of which are indicated in the Annex No. 1 to the Contract.

15.5. Each Party is obligated to inform the other Party in writing within 5 working days about the changes oh address, requisites, and contact details specified in the Annex No. 1 to the Contract. Prior to the written notice of the change of address, all messages and other correspondence sent to the address indicated in this Contract shall be deemed to have been duly served.

15.6. All relations between the Parties arising out of this Contract and not discussed in its terms are governed by the laws and regulations of the Republic of Lithuania.

15.7. All disputes concerning the implementation of this Contract are subject to negotiation by the Parties. If the Parties cannot resolve these disputes by negotiations, they shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by legal acts.

15.8. If any provision of this Contract is or becomes fully or partly invalid, it shall not invalidate the remaining provisions of this Contract. In this case, the Parties agree to make every effort to replace the invalid term with a legally effective provision that would, as far as possible, have the same effect as the changed term.

16. ANNEXES

16.1. Each Annex to the Contract shall form an integral part thereof. Each Party shall receive a copy of each Annex to the Contract.

16.2. These Annexes included to the Contract:

16.2.1. Annex No 1 – Contact addresses for sending notices and persons responsible for the performance of the Contract;

- 16.2.2. Annex No 2 – Preliminary amount of Services and Tariffs;
- 16.2.3. Annex No 3 – Supplier's Tender and its annexes;
- 16.2.4. Annex No 4 – Supplier's Standard documents;
- 16.2.5. Annex No 5 – Data processing agreement.

17. PARTICULARS OF THE PARTIES

Supplier

SmartRecruiters Europe LTD
 Stephen House, Arthur Road, Windsor SL4 1TX
 Company code: 10155889
 VAT code: UK254216424
 Account No: 86679023
 Bank: BNP Paribas, London Branch
 Bank code: BNPAGB22
 Telephone No: n/a
 Fax: n/a

Buyer

UAB Technologijų ir inovacijų centras
 A. Juozapavičiaus g. 13, Vilnius
 Company code: 303200016
 VAT code: LT100008194913
 Account No: LT84 7300 0101 3804 4676
 Bank: „Swedbank“, AB
 Bank code: 73000
 Telephone No: +370 5 2782272
 Fax: n/a

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CONTACT ADDRESSES FOR SENDING NOTICES AND PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

1. NOTICES

- a. Contact addresses of the Client for sending notices: address - Žvejų g. 14, Vilnius, e-mail - info@etic.lt, fax +370 5 2782299.
- b. Contact addresses of the Service provider for sending notices: address -

2. CONTACT PERSONS

- a. Contact details of the Client's representatives, who will be in charge for the performance of the Contract:
- b. Contact details of representatives of the Service provider, who will be in charge for the performance of the Contract:

Supplier

SmartRecruiters Europe LTD

Stephen House, Arthur Road, Windsor SL4 1TX
 Company code: 10155889
 VAT code: UK254216424
 Account No: 86679023
 Bank: BNP Paribas, London Branch
 Bank code: BNPA GB22
 Telephone No: n/a
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Buyer

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 Telephone No: +370 5 2782272
 Fax: n/a

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Preliminary amount of Services and Tariffs

No.	Object of Procurement	Preliminary amount during the validity period of the Contract (no more than) ⁴	Unit price in EUR excl. VAT	Price in EUR excl. VAT ⁴
1.	Preparing the system for operation	-	€6,000	€6,000
2.	System rental price (aka Subscription)	12 quarters	€0.96 per employee per month	€129,000 (inc €4,000 1st year Premium Support)
3.	Development services	100 hours	€150 per hour	€15,000

Supplier

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 Stephen House, Arthur Road, Windsor SL4 1TX
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 VAT code: UK254216424
 Account No: 86679023
 Bank: BNP Paribas, London Branch
 Bank code: BNPA GB22
 Telephone No: n/a
 Fax: n/a

Buyer

UAB Technologijų ir inovacijų centras
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 Fax: n/a

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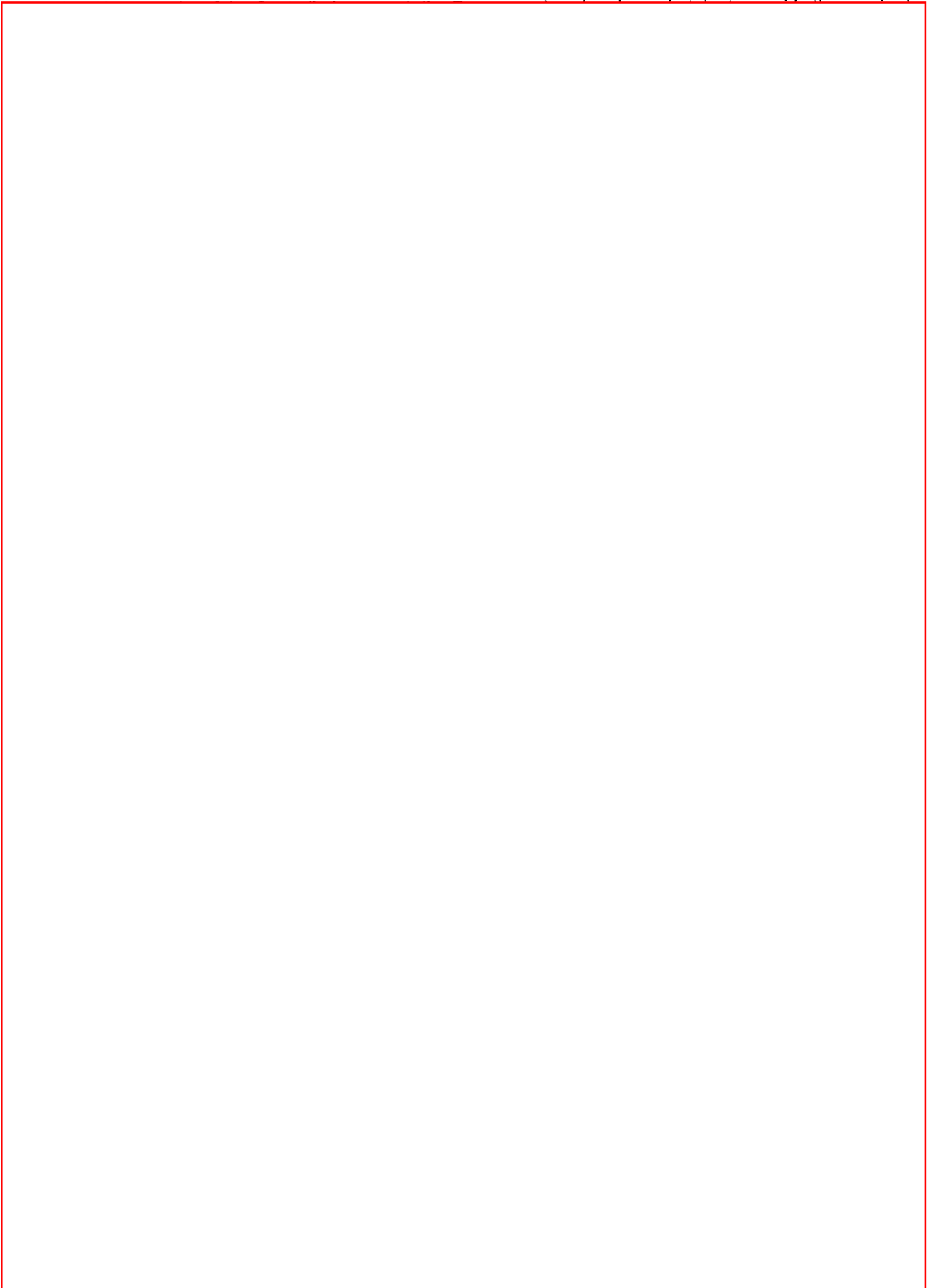
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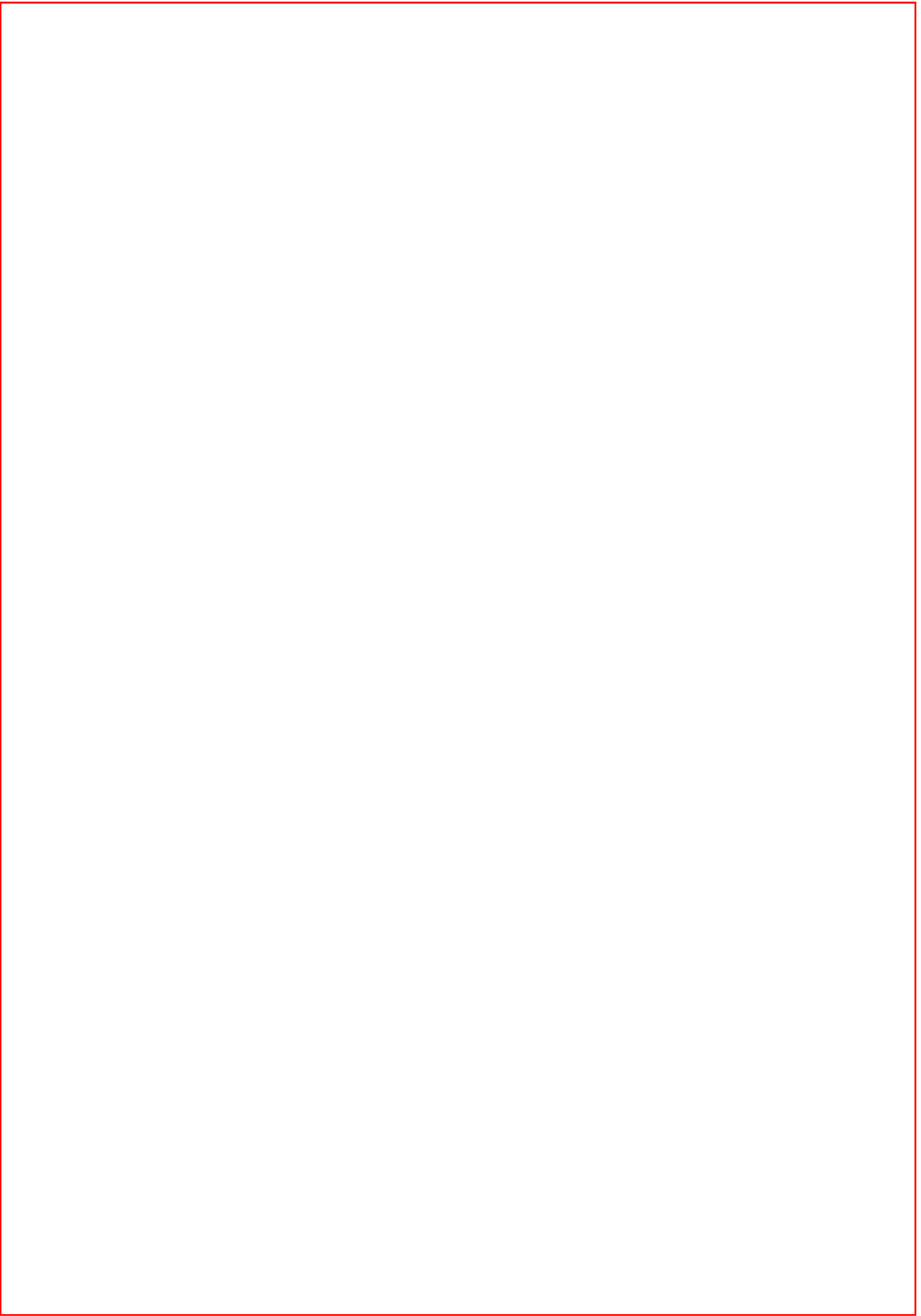
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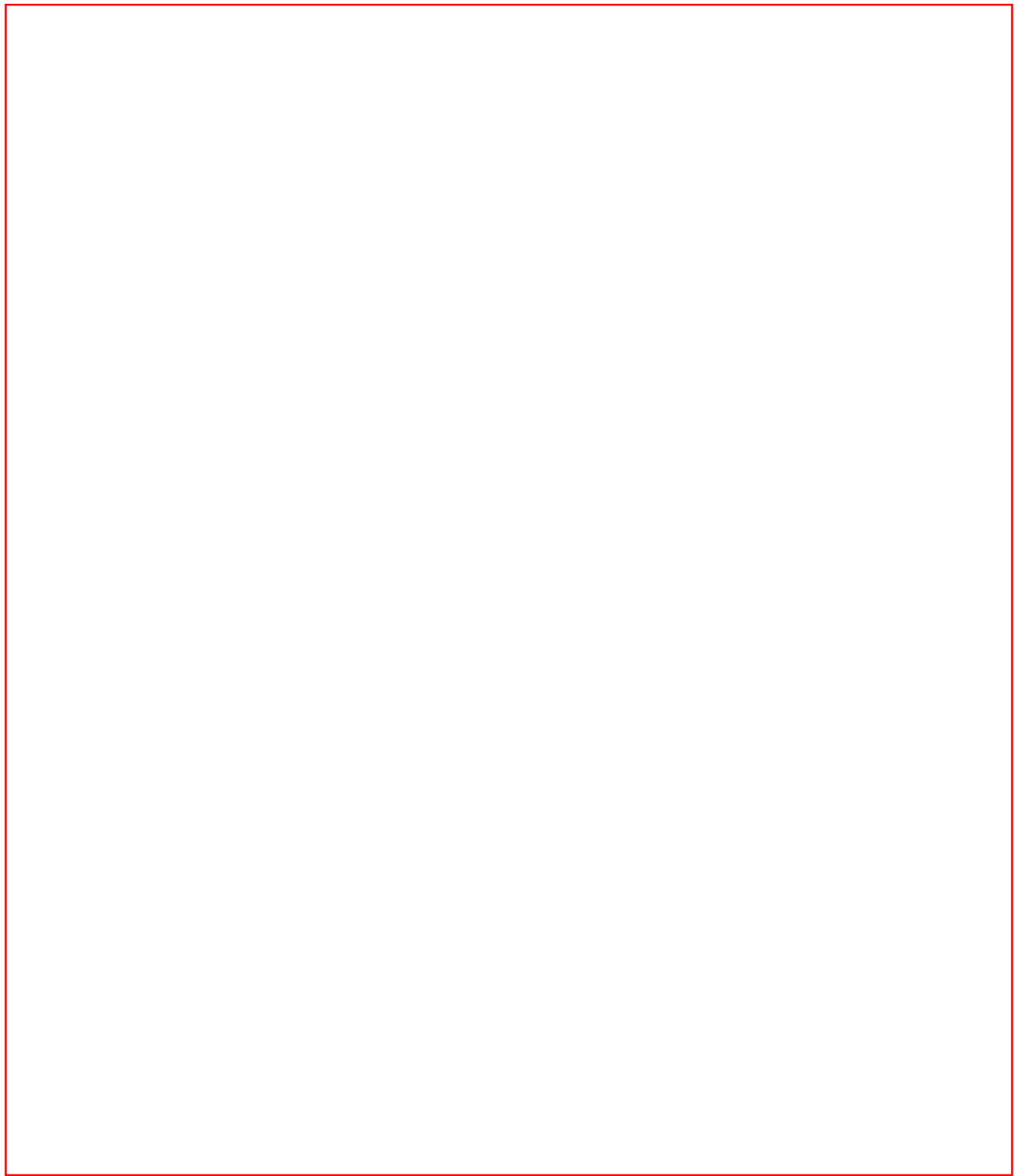
DATA PROCESSING AGREEMENT

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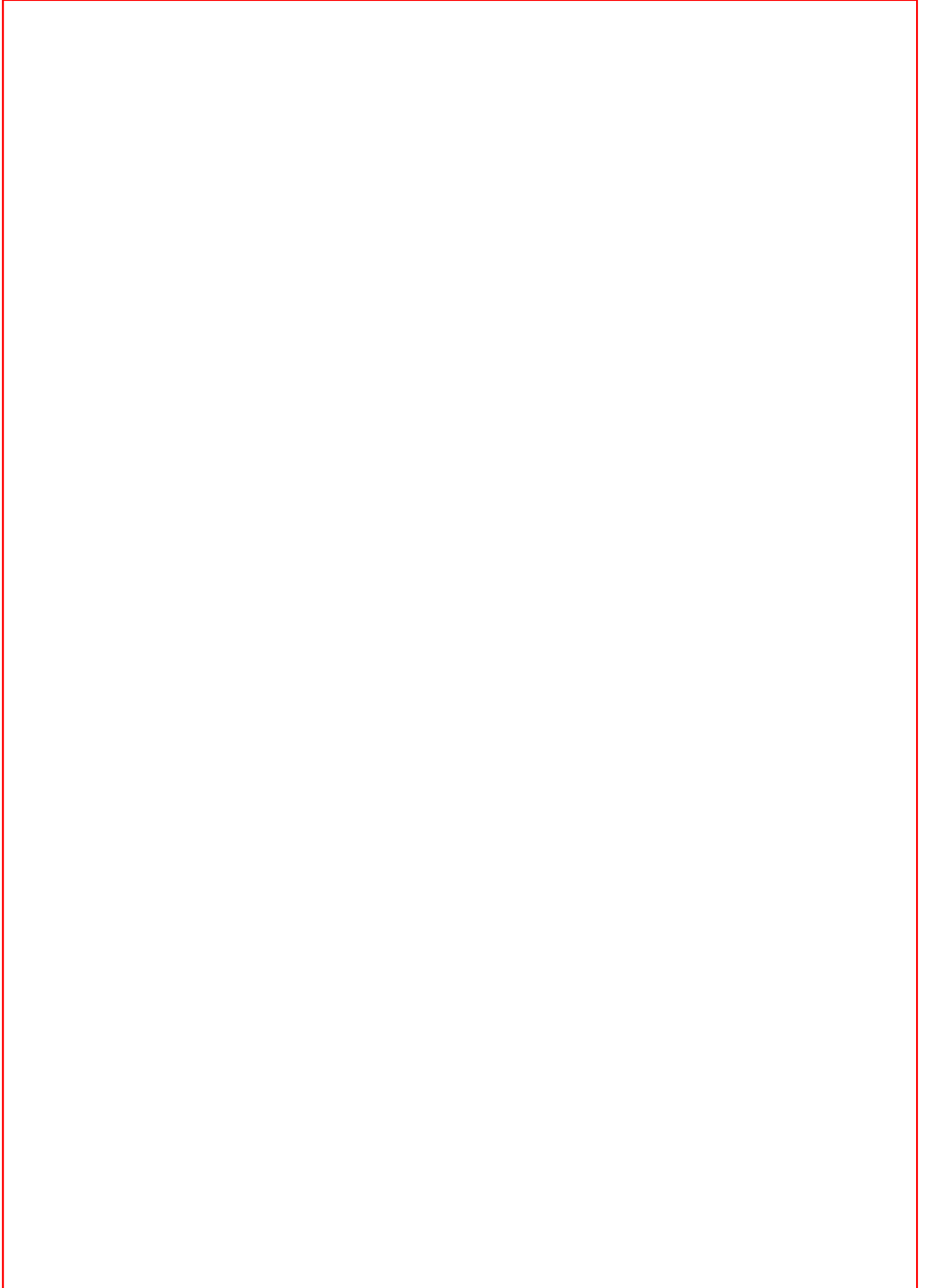






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