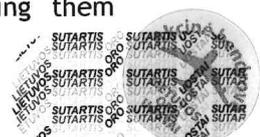


- liquidation or agreement with creditors are initiated, or analogous procedures are being carried out in respect to the Supplier according to the laws of the country where the Supplier is incorporated, or the Purchaser becomes aware of other forced implementation of the rights of the Supplier's creditors, which may have a significant impact on the Supplier's abilities to continue the performance of the Contract;
- 15.2.5. The Supplier's qualification had become non-compliant with the requirements of the present Contract and this non-compliance was not corrected within 14 (fourteen) days from the day the qualification became non-compliant;
- 15.2.6. Circumstances provided for in Article 98 of the Law on Procurement occur;
- 15.2.7. In other cases, provided for in this Contract and the Legislation, which entitle the Purchaser to terminate the Contract unilaterally;
- 15.2.8. The Supplier improperly performs the Contract, and this makes a fundamental breach of the Contract.
- 15.3. A breach of the Contract committed by the Supplier is considered fundamental, including but not limited to the cases when:
- 15.3.1. The Goods supplied do not meet the requirements set out in the Contract and the Supplier does not correct the defects in the Goods/the Services within the set deadline;
- 15.3.2. The Supplier has missed the deadline for the supply of the Goods/the provision of the Services more than 2 (two) times in a row, if the supply of the Goods/the provision of the Services is of a continuous nature;
- 15.3.3. The Supplier does not comply with the deadline for the supply of the Goods/the provision of the Services set in the Special Terms and Conditions of the Contract or the Technical Specification and the delay from the end of the scheduled term is more than 30 (thirty) days (if no other term is specified in the Special Terms and Conditions of the Contract or the Technical Specification) or it becomes clear that it is impossible to supply the Goods/provide the Services before the end of the term set in the Special Terms and Conditions of the Contract or the Technical Specification;
- 15.3.4. The Supplier breaches the provisions of this Contract governing competition, the management of intellectual property and confidential information or the engagement of third parties.
- 15.4. If a Party violates the Contract, and this violation is not fundamental and can be removed, the affected Party shall instruct the other Party in writing to remove the violation of the Contract. If the Party that violated the Contract does not remove the violation or the violation cannot be removed, the affected Party shall have the right to apply the liability provided for in the Contract and demand compensation for the damages related to the violation.
- 15.5. The present Contract may be terminated in other cases and on other grounds specified in this Contract, Article 98 of the Law on Procurement and other Legislation as well as by mutual agreement of the Parties.
- 15.6. Upon termination of the Contract:
- 15.6.1. The Supplier shall continue to comply with the Purchaser's reasonable instructions regarding the preservation of the Purchaser's property;
- 15.6.2. The Purchaser shall determine the remaining amounts due to the Supplier for the Goods properly supplied/the Services properly provided but not paid for. However, the Purchaser shall have the right to cover any losses and additional Costs related to the removal of Goods/Services defects, or penalties charged to the Supplier and other costs incurred by the Purchaser as a result of improper performance of this Contract from the amounts due to the Supplier.
- 15.7. The Purchaser shall have the right to unilaterally, without going to court, after notifying the Supplier in writing 10 (ten) calendar days in advance, terminate the Contract for any reason at any time. In this case, the Supplier shall be paid only for the high-quality Goods actually supplied/the high-quality Services actually provided up to the date of termination of the Contract and no other obligations shall arise for the Purchaser, including, but not limited to, the Purchaser shall not be obliged to pay any other amounts and/or make payments to the Supplier.
- 15.8. Upon termination of the Contract due to the fault of the Supplier, the Purchaser shall have the right to apply to the Supplier a fine of 10% (ten per cent) of the Initial Contract Value excluding VAT, which the Purchaser shall have the right to unilaterally offset from the amounts due to the Supplier, reducing them

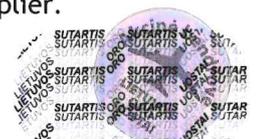


- accordingly, unless otherwise provided for in the Special Terms and Conditions of the Contract. If the Contract is terminated due to the Supplier's fault, the Supplier shall compensate the Purchaser for all related losses.
- 15.9. The Supplier shall have the right to terminate the Contract by notifying the Purchaser in writing no later than 30 (thirty) days in advance, only in the event that the Purchaser has committed a fundamental breach of the Contract, i. e. did not settle with the Supplier on time, and did not remedy the breach committed within the deadline of at least 30 (thirty) days set by the Supplier.
- 15.10. If the Supplier unreasonably terminates the Contract, the Purchaser shall have the right to apply a fine to the Supplier in the amount of 10% (ten per cent) of the Initial Contract Value excluding VAT, which the Purchaser shall have the right to unilaterally offset from the amounts due to the Supplier, reducing them accordingly, unless otherwise provided for in the Special Terms and Conditions of the Contract. The Supplier shall compensate the Purchaser for the losses incurred in connection with the termination of the Contract.
- 15.11. If, after the conclusion of the Contract, it is determined that the conclusion of the Contract with the Supplier does not meet the interests of national security in accordance with the Legislation, the Contract shall be terminated/invalidated in accordance with the procedure established by the Legislation.

16. LIABILITY OF THE PARTIES

- 16.1. The Parties shall be responsible for non-performance or improper performance of their contractual obligations under this Contract as provided for in this Contract and the Legislation.
- 16.2. If claims were submitted or fines were imposed directly to the Supplier due to the breaches of the provisions of the Contract or the Legislation, the Supplier shall immediately notify the Purchaser and take all measures to minimize the damage caused by the breach as much as possible.
- 16.3. If the Supplier violates the requirements of the Legislation when determining the purposes and means of personal data processing, the Supplier shall be considered the data controller from the point of view of personal data processing, as defined in the General Data Protection Regulation, and thus shall assume full responsibility for such personal data processing.
- 16.4. The Parties hereby declare that the penalties established in this Contract are considered just and fair and agree that these amounts shall not be reduced, regardless of whether part of an obligation was fulfilled. The Parties also acknowledge that the amounts of penalties provided for in the Contract shall be considered the minimum indisputable amounts of losses suffered by the injured Party, which the other Party must compensate the injured Party for the breach (non-compliance) of the Contract, without requiring evidence to confirm the amounts of losses.
- 16.5. Penalties that a Party will be obliged to pay on the basis of the Contract shall be paid on the day of submission of the written request. Losses that a Party will be obliged to indemnify on the basis of this Contract shall be indemnified within the time limits specified in the written request.
- 16.6. Compensation for losses and payment of penalties shall not release a Party from the proper fulfilment of the provisions of the Contract.
- 16.7. The imposition of penalties upon the Supplier shall not release the Supplier from the obligation to compensate the Purchaser for all losses incurred due to the improper performance of the Contract by the Supplier to the extent that they are not covered by penalties. If the Purchaser makes a claim for compensation for the losses incurred, the penalties shall be included in the compensation for the losses.
- 16.8. The Supplier hereby guarantees that the Goods supplied under this Contract shall be subject to a warranty for no shorter term than the time limits provided for in the Legislation, unless otherwise provided for in the Special Terms and Conditions of the Contract. The warranty period for the Goods is determined in the Special Terms and Conditions of the Contract and/or the Technical Specification and starts from the date of transfer of the Goods or part thereof, if the Goods are delivered in parts, to the Purchaser's ownership, i.e. from the date of signing the Certificate of Acceptance of Transfer of Goods or approval of the VAT invoice, when a

- separate Certificate of Acceptance of Transfer of Goods is not drawn up. Documents confirming the warranty shall be handed over to the Purchaser. The Supplier hereby confirms that the warranty will be valid throughout the entire warranty period.
- 16.9. The Parties hereby agree to consider a warranty defect a defect that occurred and/or happened due to the poor quality of the Goods or actions of the Supplier. The warranty shall not apply if the defects in the Goods were caused by repair works performed by the Purchaser or other persons or parts replaced by the Purchaser or other persons without the consent of the Supplier. The Parties also agree that in the event of a dispute as to whether a defect falls under the warranty, it shall be presumed that the defect is under warranty, and the Supplier shall have the responsibility to prove otherwise. If defects in the Goods become apparent during the warranty period, the Supplier shall immediately, but no later than within 3 (three) working days or within another period agreed upon by the Parties in writing, remove these defects at his own expense. If the aforementioned defects cannot be eliminated, the Supplier shall immediately provide new Goods free of charge.
- 16.10. If the identified defects are not eliminated during the warranty period, the warranty period shall be extended for as long as it takes time to remove the identified defects.
- 16.11. If the Supplier does not fulfil his obligations to remove the warranty defects identified during the warranty period or performs this duty improperly, after the Purchaser warns the Supplier in writing that if the Supplier does not start the removal of the warranty defects within 3 (three) working days or does not eliminate the improper removal of the warranty defect, the Purchaser shall have the right to remove the warranty defects at his own expense (by himself or by hiring another person), and the costs in this case shall be reimbursed by the Supplier. The Supplier shall reimburse these costs no later than within 5 (five) working days from the date of dispatch of the Purchaser's claim. If the aforementioned costs are not reimbursed, the Purchaser shall have the right to demand that the Supplier pay the Purchaser late interest of 0.05% (five-hundredths of a percent), calculated from the total amount due for each day of delay, unless otherwise stipulated in the Special Terms and Conditions of the Contract.
- 16.12. The Supplier shall be fully responsible for the quality of the Goods supplied/the Services provided. The Supplier shall be fully responsible for the actions of his own and other persons engaged in the supply of the Goods/the provision of the Services, and undertakes to compensate the Purchaser and third parties for all damages (direct and indirect losses) caused by improper supply of the Goods/provision of the Services, unless otherwise provided for in the Special Terms and Conditions of the Contract.
- 16.13. Should the Supplier fail to supply high-quality Goods/provide high-quality Services or does not eliminate the defects in the Goods/the Services within the deadlines or otherwise violates the time limits of the supply of the Goods/the Provision of the Services, the Purchaser shall have the right to apply a late interest of 0.05% (five-hundredths of a per cent) for each day of such delay, calculated from the value of the Goods not supplied or delayed/ from the value of the Services not provided or delayed, excluding VAT, unless otherwise stated in the Special Terms and Conditions of the Contract. Penalties shall not be claimed if the delays occur due to the Purchaser's fault. The Supplier shall also be obliged to compensate the losses suffered by the Purchaser due to such delays. When removing the defects in the Goods/the Services, the Purchaser, having notified the Supplier no later than 2 (two) working days in advance, shall also have the right to hire third parties to eliminate defects in the Goods/the Services and shall have the right to demand payment of these amounts from the Supplier or to reduce the amounts due to the Supplier in accordance with the Contract by unilateral offsetting these amounts.
- 16.14. In the case provided for in Clause 16.13 of the General Terms and Conditions of the Contract, the Purchaser shall inform the Supplier in writing about the overdue deadline. If the delay is due to the Purchaser's fault or for reasons beyond the Supplier's control, the Purchaser shall indicate in the written notification the number of days for which he will not require penalties from the Supplier.



- 16.15. The Purchaser shall have the right to reduce the amounts due to the Supplier according to the Contract by the amount of losses caused by the Supplier or the penalties accrued in favour of the Purchaser, unilaterally by offsetting these amounts, i.e. by offsetting the amounts due by the Supplier to the Purchaser into the remuneration due to the Supplier by the Purchaser for the Goods delivered/the Services provided.

17. FORCE MAJEURE

- 17.1. A Party shall be released from civil liability for non-performance or improper performance of its contractual obligations, if it proves that such non-performance or improper performance was determined by circumstances of force majeure that the Party could not control and reasonably foresee at the time of the conclusion of the Contract, and that it could not have prevented the occurrence of these circumstances or the emergence of their consequences. When determining what is considered force majeure, the Parties shall be guided by the Civil Code of the Republic of Lithuania and the Rules of Exemption from Liability in Cases of Force Majeure (with all their amendments and/or additions), approved by the Resolution No. 840 of 16 July 1996 of the Government of the Republic of Lithuania, to the extent that they do not conflict with the Civil Code of the Republic of Lithuania. The fact that there are no goods on the market necessary to fulfil the obligations, a Contracting Party does not have the necessary financial resources, or the counterparties of the debtor violate their obligations shall not be considered to be force majeure.
- 17.2. A Party that cannot fulfil its contractual obligations due to force majeure must immediately, but no later than within 3 (three) working days from the occurrence or discovery of such circumstances, inform the other Party in writing about it, indicate the circumstances of force majeure that prevent it from performing its contractual obligations, and contractual obligations that it will not be able to fulfil, and provide evidence that it has taken all reasonable precautions and made every effort to minimize costs or negative consequences, and also - to notify a possible deadline for the fulfilment of its obligations. In this case, the fulfilment of contractual obligations shall be suspended until the above-mentioned circumstances disappear. If the other Party does not receive the said notification within the above-mentioned deadline or receives it at a later time (in violation of the deadline provided for in this Clause above), then the Party that did not notify/notified too late shall compensate the other Party for the losses caused by the non-receipt of the notification or the late notification. A Party that has not notified the other Party of the circumstances of force majeure shall not be able to rely on them as a basis for exemption from liability for non-performance of the Contract.
- 17.3. The basis for releasing a Party from responsibility arises from the moment of occurrence of force majeure circumstances or, if the notification was not submitted in time, from the moment of receipt of the notification.
- 17.4. If the circumstances of force majeure last for more than 60 (sixty) calendar days, either Party shall have the right to unilaterally terminate this Contract by notifying the other Party in writing 5 (five) calendar days in advance.
- 17.5. After the disappearance of force majeure circumstances, the Party, which was unable to fulfil its contractual obligations due to the circumstances of force majeure, shall immediately, but no later than within 3 (three) working days, notify the other Party in writing and resume the fulfilment of its contractual obligations. If the other Party does not receive the aforementioned notification within the above-mentioned period or receives it at a later date, the Party which failed to provide notification or provided it too late shall compensate the other Party for the losses caused by the non-receipt or late receipt of the notification. If the Party, which was unable to fulfil its contractual obligations due to circumstances of force majeure, after the disappearance of the aforementioned circumstances, does not resume the performance of its contractual obligations within 7 (seven) calendar days from the disappearance of the circumstances of force majeure, the other Party to the Contract shall have the right to unilaterally terminate this Contract by giving written notice of this 3 (three) working days in advance.

18. CONFIDENTIAL INFORMATION

- 18.1. Information disclosed by one Party to the other Party during the performance of the Contract, both knowingly and accidentally, which the disclosing Party identified as confidential or which by its nature should be considered confidential, shall be considered confidential information and the Party that receives it or becomes familiar with it undertakes not to disclose it to third parties and/or not to use it for any other purposes, except as it is necessary for the performance of this Contract. The Parties hereby agree that information related to the Contract may be disclosed to the Parties' legal and financial advisors, if it is related to the performance of the Contract and these advisors undertake not to disclose relevant information to other persons. In the event of doubt as to whether information provided by a Party should be treated as confidential, the Party receiving it shall treat such information as confidential, unless the disclosing Party specifies otherwise. Each of the Parties may disclose this information to third parties only to the extent that it is necessary for the proper performance of this Contract and only after receiving the other Party's written consent in advance, with the exception of information that is required by a court or state authorities that have the right to receive it according to the laws of the Republic of Lithuania or other Legislation.
- 18.2. By this Contract, the Supplier ensures that the persons authorized to perform the Contract will be obligated to protect confidential information in accordance with signed agreement or another legal act that imposes a confidentiality obligation on them.
- 18.3. This obligation of confidentiality shall remain valid both during the validity of the Contract and indefinitely after the expiration of the Contract. The Supplier hereby agrees that the terms of the Contract will be disclosed to a debt collection company, if the Purchaser decides to apply to such a company for the recovery of the Supplier's debt under this Contract, or to a court, when the Purchaser decides to apply to a court due to improper performance/non-performance of this Contract.

19. APPLIED LAW AND SETTLEMENT OF DISPUTES

- 19.1. This Contract has been concluded and shall be interpreted and performed in accordance with the law of the Republic of Lithuania. The laws and other legal acts of the Republic of Lithuania shall apply to the relations arising between the Parties, but not regulated by this Contract.
- 19.2. The Parties hereby agree that all disputes, disagreements, requests and/or claims arising out from this Contract and/or related to it, its performance, termination and/or violation, as well as out of different interpretation of the provisions of the Contract, shall be resolved by negotiations between the Parties in a manner guided by the principles of fairness, reasonableness and justice.
- 19.3. If the Parties fail to resolve disputes/disagreements, demands and/or claims through negotiations, they will be resolved in a court of the Republic of Lithuania, located in the city of Vilnius, in accordance with the procedure established by the laws of the Republic of Lithuania.

20. MISCELLANEOUS

- 20.1. All annexes to the Contract make an integral part of the Contract.
- 20.2. If any provision of this Contract is or becomes partially or completely invalid, it shall not invalidate the remaining provisions of this Contract. In such event, the Parties hereby agree to make every effort to replace the invalid provision with a legally effective provision that, as far as possible, shall have the same effect as the replaced one.
- 20.3. The Supplier shall have no right to transfer the rights and obligations established in the Contract to third parties without the written consent of the Purchaser.
- 20.4. The Purchaser shall have the right, without the Supplier's consent, to transfer all or part of the Purchaser's rights and/or obligations arising out from the Contract to another person, by submitting a notice to the Supplier at least 10 (ten) calendar days before the transfer of rights and/or obligations and indicating the transferee of the



- Purchaser's rights and (or) duties under this Contract, if the Purchaser's functions and/or activities related to this Contract are to be transferred to that third party.
- 20.5. All information, warnings or notices related to this Contract shall be made in writing and shall be sent by e-mail or registered mail or via a courier (with confirmation of delivery) or delivered with confirmation by signature to the addresses specified in Annex 1 of the Special Terms and Conditions of the Contract. Notifications sent by e-mail shall be considered received on the day they were sent or on the next working day if the day of sending was a non-working day or if the e-mail was sent after working hours (after 04.00 p. m.). All information, notices, notifications provided by e-mail, including signed and scanned documents, shall be considered duly delivered. Notices sent by registered mail shall be considered delivered no later than 3 (three) working days after they were sent.
- 20.6. The Parties shall appoint contact persons for communication, whose details shall be specified in Annex 1 of the Special Terms and Conditions of the Contract.
- 20.7. Each Party shall notify the other Party in writing of the changes of its address, contact persons indicated in Annex 1 of the Special Terms and Conditions of the Contract or other details immediately, but no later than within 5 (five) working days from the day of the above-mentioned changes. Until notification on a change of address or other details is provided, all notices and other correspondence sent to the address specified in this Contract shall be deemed to have been delivered properly.
- 20.8. The present Contract has been concluded in the official language. The paper Contract is concluded in two copies with equal legal effect, one copy for each Party. The electronic Contract is concluded in a single copy, by signing it with qualified electronic signatures.
- 20.9. In the event that the Contract is concluded in Lithuanian and English, when interpreting the Contract, priority shall be given to the text of the Contract in the Lithuanian language, unless otherwise provided for in the Special Terms and Conditions of the Contract.

For JSC Lithuanian Airports

**TENDER TO THE PROCUREMENT OF LICENSE AND TECHNICAL MAINTENANCE OF THE
BAGGAGE SOURCE MESSAGES (BSM) DISTRIBUTION SYSTEM (MDS)**

(Date)

1. INFORMATION ABOUT THE SUPPLIER

Name(s) of the supplier	Luggage Logistics Ltd.
Legal entity identification number(s)	UK Company Number: 06169887
Address(es) of registration of the supplier	The Surrey Technology Centre The Surrey Research Park Guildford, Surrey, GU2 7YG United Kingdom
Position, name and surname of the person responsible for the proposal	Adam Dalby, CEO
Telephone number	
Email	
How will the contract be signed?	<input type="checkbox"/> Physical signature <input checked="" type="checkbox"/> Electronic signature
Supplier's bank account and account bank	Barclays Bank UK Plc Account Name: Luggage Logistics Ltd EURO IBAN: GB93 BUKB 2002 5383 0076 44 SWIFTBIC: BUKBGB22 Account No: 83007644 Sort Code: 20-02-53
Name, surname, email , telephone number of the person responsible for the contract at the Supplier	Adam Dalby, CEO

2. INFORMATION ON SUBCONTRACTORS (IF APPLICABLE)

Information on the Subcontractors known at the time of the submission of the tender that will be used for the execution of the Contract:

No.	Name of the subcontractor	Country of registration of the subcontractor ¹	The proportion of the contractual obligations to be transferred to the subcontractor as a percentage or amount of the tender price, and a description
1.	N/A	N/A	N/A

Together with the Tender, the Supplier is required to provide evidence that the capacities of the subcontractors listed in the table will be available for the performance of the Contract (Annex 7 to the Invitation completed and signed).

1. INFORMATION ON THE GOODS OFFERED

No.	Name of service	Country from which the service will be provided
1.	Message delivery system license	United Kingdom

¹ the subcontractor is a natural person, (1) the place of residence and (2) the citizenship.

2. INFORMATION ON THE SERVICES OFFERED

No.	Name of service	Country from which the service will be provided
1.	Technical support of message delivery system	United Kingdom

3. PRICE OF TENDER

5.1. The price of the tender shall be expressed in euro.

5.2. The price of the Tender in EUR including VAT shall include all costs, all taxes and charges payable under the applicable laws of the Republic of Lithuania.

5.3. The price of the tender shall be quoted by completing the table below:

No.	Procurement object	Maximum quantity for the duration of the contract	Unit of measurement	Price for 1 unit of measurement in EUR without VAT	Price in EUR without VAT (3X5)
1	2	3	4	5	6
1.	Message Delivery System license for period 2025.11.11-2029.11.10 and its deployment	1	set	14,400	14,400
2.	Technical support of Message Delivery System	4	years	5,040	20,160
Total price EUR, excl. VAT					34,560
VAT % (specify)					0.00
Total price EUR, incl. VAT					34,560

- The maximum quantity of the Procurement object. The Buyer will purchase Goods and Services on demand and at the rates specified in the Supplier's tender during the duration term of the Contract. The Buyer shall not be obliged to purchase the entire quantity specified.
- The maximum quantity does not constitute an obligation on the part of the Buyer to pay the successful Tenderer the specified amount during the duration term of the Contract and will only be used for the purpose of evaluating Tenders. The successful Tenderer will only be paid for the actual quantity.
- The prices in the tender shall be rounded to two decimal places.

4. VALIDITY OF THE TENDER

The Tender is valid for a minimum of 120 calendar days from the deadline for the submission of tenders.

By submitting this Tender, we confirm that:

- we agree to all the terms and conditions set out in the Invitation documents;
- we have carefully read all the requirements of the Invitation documents, including the Technical Specification, and 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 subject of the Procurement and the Contract.

(Name, surname and signature of
the Supplier or his authorized
person)



(Signature)

Adam Dalby

(Name and surname)

TECHNICAL SPECIFICATION

1. DESCRIPTION OF THE PROCUREMENT OBJECT

1.1. CONCEPTS AND ABBREVIATIONS

- 1.1.1. **Buyer** – JSC Lithuanian Airports.
- 1.1.2. **Supplier** – economic entity - natural person, private legal person, public legal person, other organizations and their divisions or such group of persons with whom the Buyer concludes the Contract.
- 1.1.3. **BSM** – Maggage Source Message.
- 1.1.4. **MDS** – Message Distribution System.
- 1.1.5. **Goods** – BSM Distribution System (MDS) license and its implementation.
- 1.1.6. **Services** – technical maintenance of MDS.
- 1.1.7. **Contract** – a Contract concluded between the Supplier and the Buyer regarding the Procurement Object.

1.2. PROCUREMENT OBJECT AND QUANTITIES

- 1.2.1. **The object of the procurement** is a license and technical maintenance of the baggage source messages (BSM) distribution system (MDS), between the Buyer's infrastructure systems, for the period from 2025.11.11 to 2029.11.10.
- 1.2.2. The Buyer seeks to acquire the Goods and Services that would ensure the operation and maintenance of the existing Buyer's BSM Message Distribution System (MDS) for the period from 2025.11.11 to 2029.11.10.
- 1.2.3. The Goods and Services will be purchased as needed. The Buyer intends, but does not undertake, to purchase all the Goods and Services specified in *Table No. 1* during the period of validity of the Contract.

Table No.1 – list of purchased goods and services:

No.	Description of goods/services	Measurement unit of goods/services	Maximum Quantity	Price per Unit, EUR excl. VAT	TOTAL, EUR excl. VAT
1	Message Delivery System license for period 2025.11.11-2029.11.10 and its deployment	Set	1	0,00	0,00
2	Technical support of Message Delivery System	Year	4	0,00	0,00

- 1.2.4. The Supplier undertakes to provide technical maintenance services at least until 2029.11.10.
- 1.2.5. Technical maintenance includes (but is not limited to):
- 1) Level 3 maintenance/support;
 - 2) Updates to the MDS with all the necessary works;
 - 3) Elimination of operating errors;
 - 4) Provision of consultations by telephone and e-mail to the Buyer's representatives.
- 1.2.6. All operating errors are classified:
- 1) Critical error – when identified fault and/or issue does not result in BSM messages being received and/or not distributed using the MDS system;
 - 2) Medium level error – when identified fault and/or issue interferes with the functions necessary for the recipients of BSM messages in the Buyer's infrastructure, but alternative execution of the

function is known, or when an error and/or issue has been identified that causes difficulties in using the MDS system, but does not affect the operation of the Buyer's systems and does not have any other impact.

- 1.2.7.** The deadlines for the elimination of errors and/or issues shall be coordinated with the Buyer, but shall not be longer than (the time limit shall start from the moment of notification of the error and/or issue to the Supplier):
- 1) In case of critical error – no later than 1 day.
 - 2) In other cases – within 2 days or within the deadline for the elimination of the error agreed upon by the parties.
- 1.2.8.** Response time: no more than 2 hours for critical failures, no more than 1 day for moderate and non-critical failures.

2.1. ORDER EXECUTION PROCEDURE AND TERMS:

- 2.1.1.** The MDS license for the period from 2025.11.11 to 2029.11.10 must be installed/activated within 30 calendar days from the date of entry into force of the Contract, but no later than 2025.11.10.
- 2.1.2.** The start date of the provision of technical maintenance services is 2025.11.11.
- 2.1.3.** Technical maintenance services are automatically renewed for the following year each subsequent year, unless the Buyer informs that the technical maintenance services will not be ordered (cancelled). The Buyer must inform the Supplier about the cancellation for the upcoming year no later than 11th of October of the current year.
- 2.1.4.** Payment for the Goods shall be made within 30 days from the installation/activation of the MDS license and the invoice submitted by the supplier for the Goods provided by the Supplier.
- 2.1.5.** Technical maintenance services are paid for the previous year, i.e. the first payment will be made in 2026 within 30 days from the end of the period of the service provided (November 10) and the invoice submitted by the supplier for the services provided. Subsequent payments will be made in the same order.