



SERVICES SALE AND PURCHASE CONTRACT NO. 2311829
SPECIAL CONDITIONS OF THE CONTRACT

AB „Amber Grid“, represented by CEO , acting under the basis of company articles (the “Buyer”),
 and

Grexel systems Oy, represented by CEO acting under the basis of company articles (the
 “Supplier”),

on the basis of the tender submitted by the Supplier and the results of the Procurement, have concluded the present Sale
 and Purchase Contract (the “Contract”). The Buyer and the Supplier hereinafter shall be collectively referred to as the
 “Parties” and individually as “Party”.

1. Subject Matter of the Contract and Details of the Procurement	
1.1. The Supplier undertakes to provide the Buyer with the services set out in the Supplier’s tender, which meet the requirements of the Technical Specification (the “Services”), at the address specified in the Technical Specification, and the Buyer undertakes to accept the Services and to pay for them in accordance with the terms and conditions set out in the Contract.	
1.2. Subject matter of the Contract (name of the Procurement): (VPP- 240) Provision of IT Service for the Registry of Guarantees of Origin for Renewable Gas, its Implementation, Maintenance and Support.	
1.3. Procurement method and number: simplified announced negotiations, No.2311829	
2. Contract Price and Payment Procedure	
2.1. Contract price calculation method: mixed pricing. Tender form price table 1-4 and 7 – fixed price; Tender form price table 5-6 – fixed rate.	
2.2. The contract price is the price quoted in the Supplier’s tender:	198000,00 EUR, exclusive of VAT
2.3. The Buyer shall pay the Supplier for the Services no later than 30 days/days from the date of receipt of a duly submitted invoice.	
3. Entry into Force of the Contract, Duration/Deadlines of the Services, Extension of the Contract	
3.1. Additional Conditions for entry into force of the Contract: not applicable.	
3.2. The total duration of the services is 36 months from the date of entry into force of the Contract.	
4. Subcontracting	
4.1. A direct settlement option with subcontractors is applicable; a draft tripartite contract is attached.	
5. Contract Performance Security by a Bank Guarantee or a Letter of Surety	
5.1. A bank guarantee or a letter of surety to secure the performance of the Contract is: not applicable.	
6. Penalties (Fines/Interest)	
6.1. Clause 1.4.7. of the General Conditions of the Contract is changed as follows: “If the Supplier fails to provide the Services on time (including delays in rectifying any deficiencies identified at the time of handover and acceptance of the Services, as set out in Section 1.8 of the General Conditions of the Contract), the Buyer shall charge the Supplier 20 EUR fine for each day of delay until the date of fulfilment of the obligations. If the deadlines are set in hours, a fine of 3 EUR per hour overdue will apply (a full hour is considered as a full hour overdue. For example, if the Supplier is 15 minutes late, a fine of 3 EUR per 15 minutes late will not be applied; if the Seller is 2 hours 15 minutes late, a fine of 6 EUR per full 2 hours late will be applied). Failure to provide the Services on time shall constitute a missed deadline specified in the Technical specification (paragraph 3 and subparagraph 4.5.9.), Supplier’s Tender proposal Annex: Table C, in the Buyer’s order”, or in the requirement to rectify defects (clause 1.8 of the general terms and conditions of the contract).	
7. Other Provisions of the Contract	
7.1. Obtaining Consent to work in operating natural gas transmission system facilities and/or in their protection zone: this paragraph does not apply.	
7.2. Clause 5.2.1.-5.2.2. of the General Conditions of the Contract is changed as follows: “5.2.1. The copyright in the design and look and feel of the Registry, including but not limited to all Application programming interfaces (APIs,) data structures, screen layouts, report layouts, selection mechanisms, menus and user interface processes, together with the design concepts of the underlying software including but not limited to account management	

processes, programming interfaces and database schemas, also including all help text, user documentation, system documentation and any other documentation which expresses the concepts identified in this clause is and remains the property of the Supplier whether or not the Software design concepts or documentation arises from development or design discussions under the system development process.”

7.3. Other provisions:

1. Supplier undertakes to hold harmless the Buyer from any third party claims, excluding claims when Buyer hires another supplier to develop the Registry software or the Buyer develops the software itself.

2. In the event that the Buyer receives a due and enforceable third party claim arising from the fact that the Registry software and / or user rights to the Registry software or a part thereof granted by the Supplier violate the intellectual property rights of that third party, the Buyer shall without undue delay inform Supplier of any such claims, which it has received.

3. Supplier agrees to defend at Supplier's risk and expense such claims and to duly inform the Buyer of all major steps of such defence.

8. Conversion of the Price (Rates)

8.1. The section applies.

8.2. The conversion of the price (rates) provided for in the Contract may be initiated no earlier than after 6 (six) months from the date of conclusion of the Contract, if the change (k) in the prices of Consumer Goods and Services exceeds 10 (ten)%.

8.3. Consumer Price Index applicable to the Contract: 127 OTHER SERVICES N.E.C. (applies to values “ k ”, “ Ind_{newest} ”, “ $Ind_{initial}$ ”).

8.4. The Consumer Price Index 127 OTHER SERVICES N.E.C. at the date of concluding the Contract is 182,9751, 2025M05.

9. Annexes

1. Technical Specification.

2. General Conditions of the Contract.

3. Supplier's Tender Form and Annex “Table C”.

4. Draft Tripartite Agreement.

5. Personal Data Processing Contract.

6. Confidentiality Obligation.

Note. The Procurement Documents, their explanations and clarifications shall be published at <https://viesiejipirkimai.lt/epps/cft/viewContractNotices.do?resourceId=2311829>.

10. Responsible Persons

10.1. For the resolution of matters relating to the performance of the Contract, the Parties shall appoint the following responsible persons who shall have the right to sign letters arising from the implementation of the Contract, but shall not have the right to amend and/or supplement the conditions of the Contract (unless the persons are authorised by powers of attorney to perform such actions):

Responsible Person of the Buyer:

Renewable energy project manager,
Energy Transformation Center

Responsible Person of the Supplier:

CEO,

Telephone +370

Telephone +

Email

Email

10.2. The person designated by the Buyer for making the Contract and its amendments public:

BUYER

Address: Laisvės Ave. 10, Vilnius LT-04215

Company number: 303090867

VAT ID: LT100007844014

Account No. LT71 7044 0600 0790 5969

Bank: AB SEB Bank

Bank code: 70440

Telephone number +370 5 236 0855

Email: info@ambergrid.lt

CEO

SUPPLIER

Address: Lautatarhankatu 6 00580 Helsinki, Finland

Company number: 09656604

VAT ID: FI09656604

Account No. FI63 80001170 8819 74

Bank: Danske Bank

Bank code: DABAFIHH

Tel.

Email: info@grexel.com

CEO



CONTRACT FOR THE SALE AND PURCHASE OF SERVICES GENERAL CONDITIONS OF THE CONTRACT

1. MAIN PROVISIONS

1.1. Definitions

Capitalised definitions used in the Contract, as well as in correspondence between the Parties to the Contract, shall have the meanings set out below:

(a) Certificate shall mean the certificate of handover and acceptance of the Services, or another equivalent document, signed by the Parties and authenticated by the signatures of the Parties after the provision of the Services by the Supplier;

(b) Group shall mean the group of companies controlled by UAB EPSO-G, consisting of UAB EPSO-G and subsidiaries directly and indirectly controlled by UAB EPSO-G;

(c) Origin Requirements shall mean the requirements laid down in the Procurement Documents with regard to the origin of the Supplier, subcontractors or economic operators whose capacities are relied upon or persons controlling them, as well as the origin of services.

(d) Supplier shall mean the party to the Contract that provides the Services specified in the Contract to the Buyer;

(e) Tender shall mean the Supplier's Tender for the Procurement (the totality of the documents and explanations submitted by the Supplier for the Procurement);

(f) Services shall mean the services specified in the Contract which the Supplier undertakes to provide to the Buyer;

(g) Screening shall mean screening of the transaction (Contract) and/or Persons to be Screened in accordance with the procedure set out in the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security, during which the Supplier (all heads of the economic operators constituting the Supplier) and/or the subcontractors and their employees shall be obliged to provide the necessary documents and information for such screening;

(h) Buyer shall mean the party to the Contract that purchases the Services specified in the Contract from the Supplier;

(i) Procurement shall mean the purchase of Services that has resulted in the award of the Contract;

(j) Procurement Documents shall mean all documents and data provided by the Buyer to potential suppliers during the Procurement, describing the Services to be procured and the terms and conditions of the Procurement: the Contract Notice, the Terms and Conditions of the Procurement, the Technical Specification, the Draft Contract, any other documents relating to the Procurement, and any clarifications (revisions) provided by the Buyer during the Procurement;

(k) Law on Procurement shall mean the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services;

(l) Initial Contract Value shall mean the Contract Value (excluding VAT) specified in the Special Conditions of Contract;

(m) Contract shall mean the contract between the Buyer and the Supplier: the General Conditions and the Special Conditions (together with any amendments, supplements, agreements and annexes) under which the Parties undertake to comply with the terms of the Contract;

(n) Contract Price shall mean the final total amount payable to the Supplier under the Contract, including all applicable taxes and costs;

(o) Consent shall mean a written consent issued by the Buyer to work in the operating facilities (installations) of the natural gas transmission system and/or their protection zone;

(p) Parties shall mean the Buyer and the Supplier jointly, and a **Party** shall mean the Buyer or the Supplier individually;

(r) Technical Specification shall mean an annex to the Terms and Conditions of the Procurement and the clarifications provided by the Buyer during the Procurement (paragraph 9 of the Special Conditions of the Contract);

(s) Persons to be Screened shall mean the employees of the Supplier (all economic operators comprising the Supplier) and/or subcontractors who, by reason of their assigned functions or work, have been granted, or are about to be granted, the right of unescorted access to the facilities or assets critical for national security under the control of the Buyer, and

who are subject to screening in accordance with the criteria and procedures specified in the Law on the Protection of Objects Critical for National Security.

1.2. Subject Matter of the Contract

1.2.1. The Supplier undertakes to provide the Services specified in the Contract and the Buyer undertakes to pay for the Services in the manner and within the deadlines specified in the Contract.

1.3. Responsible Persons

1.3.1. The Parties shall deal with matters relating to the performance of this Contract through the responsible persons designated by the Parties in the Contract. Communication between the responsible persons shall take place through their contact details specified in the Contract.

1.3.2. The Parties hereby ensure that the responsible persons appointed by them have all the necessary powers to perform the Contract. Decisions taken by the responsible persons contrary to the Contract without a separate authorisation shall be null and void and shall not create any new rights or obligations for the Parties.

1.3.3. Either Party shall have the right to replace unilaterally the responsible person specified in the Contract with another responsible person by giving prior written notice to the other Party, together with updated contact details as specified in the Special Conditions of the Contract.

1.4. Performance of the Contract

1.4.1. The Supplier undertakes to perform the Contract at its own risk, as diligently and efficiently as possible, in the best interests of the Buyer, in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge.

1.4.2. The Supplier shall be responsible for ensuring that during the entire period of performance of the Contract (including specialists, subcontractors whose capabilities are relied upon by the Supplier):

1.4.2.1. It has the right to engage in the activities required for the performance of the Contract; if the Supplier's qualification for the right to engage in the activities in question has not been screened, or has not been screened fully, the Supplier undertakes that the procurement contract shall be performed only by persons who have such a right;

1.4.2.2. It meets the technical and professional capability requirements and other requirements for the qualification of suppliers set out in the Procurement Documents and necessary for the proper performance of the Contract;

1.4.2.3. It does not have grounds for exclusion where required by the Procurement Documents;

1.4.2.4. It complies with the commitments and parameters set out in the Tender, including the values and parameters of the cost-effectiveness criteria;

1.4.2.5. It ensures compliance with the established standards of the quality management system and/or environmental management system, where required by the Procurement Documents;

1.4.2.6. It complies with the interests of national security if the Procurement Documents provide for Screening to be carried out in accordance with the requirements of the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security;

1.4.2.7. It complies with the Origin Requirements, if any, set out in the Procurement Documents;

1.4.2.8. It ensures that the Supplier is not subject to international sanctions implemented in the Republic of Lithuania as defined in the Law of the Republic of Lithuania on International Sanctions.

1.4.3. The Buyer shall have the right to inspect and evaluate the provision of the Services. At the Buyer's request, the Supplier shall provide all information and documentation as may be necessary to demonstrate the progress and results of the performance of the Contract and the compliance with the requirements of the Contract.

1.4.4. Each Party undertakes to respond to an enquiry from the other Party promptly, but no later than within three (3) working days from the date of receipt, unless a later date is specified in the enquiry itself. The Parties may reply within a longer period of time if such a period is objectively necessary, and the Party shall inform the other Party before the expiry of the period of time referred to in this paragraph, stating the reasons for this.

1.4.5. The Supplier undertakes to notify the Buyer (and the relevant authorities where required) immediately, but in any event within 2 (two) working days at the latest, of any incidents that violate occupational health and safety, hygiene,

environmental protection, and fire safety requirements that occurred during the provision of the Services (in the course of the provision of the Services on the Buyer's premises and/or territories).

1.4.6. Where the Services are provided on the basis of separate orders from the Buyer, such orders shall be placed and confirmed in writing and/or by email or, in urgent cases, by telephone, after confirmation of such an order in writing and/or by email no later than the next working day. Unless otherwise provided in the Technical Specification or the Special Conditions of the Contract, the Parties shall agree on the scope of the Services to be ordered, the timing and/or location of the provision of the Services, and any other necessary terms and conditions at the time of the placement of orders. Orders shall be deemed to be agreed when both Parties have confirmed them. Orders may be amended and cancelled by mutual agreement between the representatives of the Parties. An Order shall be deemed to have been fulfilled when the Supplier has provided the Buyer with all Services specified therein and the Buyer has confirmed the provision of the respective Services.

1.4.7. If the Supplier fails to provide the Services on time (including delays in rectifying any deficiencies identified at the time of handover and acceptance of the Services, as set out in Section 1.8 of the General Conditions of the Contract), the Buyer shall charge the Supplier a default interest of 0.02% (zero point zero two percent) of the value of the defaulted obligations, exclusive of VAT, and, if it is not possible to determine the value of the defaulted obligations, the default interest shall be paid on the Initial Value of the Contract, for each day of delay until the date of fulfilment of the obligations, unless otherwise provided for in the Special Conditions of the Contract. Failure to provide the Services on time shall constitute a missed deadline specified in the Contract or in the Buyer's order.

1.4.8. If the Special Conditions of the Contract specify that Consent must be obtained, then:

1.4.8.1. The Supplier (including subcontractors/employees) shall obtain written Consent from the Buyer before commencing the provision of the Services (the relevant part of the Services for which Consent is required);

1.4.8.2. The Supplier undertakes to provide all the documents necessary to obtain such Consent (a list of the documents to be provided is available *here*);

1.4.8.3. The Consent issued by the Buyer shall be valid for the entire duration of the provision of the Services (or the relevant part thereof) on the specified premises and/or territories.

1.4.9. In cases where the Supplier breaches the requirements of the Contract in terms of the interests of national security and/or Origin, however, these breaches do not lead to the termination of the Contract, the Supplier must remedy the breach (if and to the extent possible/proportionate) and, when requested by the Purchaser, pay a penalty of 10,000 EUR (ten thousand) per individual case of breach.

1.4.10. The Supplier shall be deemed to have committed a material breach of the Contract if it appears that the Contract with the Supplier is not in the interest of national security, the services or goods (including their components) (if applicable) do not comply with the Origin requirements, and such non-compliance cannot be rectified without violating the requirements of the Contract and the legal requirements applicable to it, or, if rectification is possible, such rectification would take more than 10 (ten) days. The Parties expressly agree that if the Supplier intentionally or fraudulently breaches the requirements of the Contract relating to the interests of national security and/or Origin, such breach shall in all cases be considered a material breach of the Contract.

1.5. The Supplier and Other Persons Engaged for the Performance of the Contract

1.5.1. The Supplier shall be responsible for ensuring that the Services are provided only by persons (specialists, subcontractors on whose capacities the Supplier relies) who meet the requirements set out in the Procurement Documents. The requirements shall apply to the extent provided for in the Procurement Documents (see paragraph 1.4.2. of the General Conditions of the Contract).

1.5.2. If the Procurement Documents impose specific qualification or other requirements for the persons who will perform the Contract, or if the Supplier has relied on their capacities in submitting the Tender, only the persons who meet those requirements and who are identified in the Tender may perform the Contract. If the Supplier intends to change the person named in the Tender during the performance of the Contract, the Supplier shall submit a reasoned letter to the Buyer and obtain the Buyer's written consent. The change may only be made for objective reasons (bankruptcy/liquidation or a similar situation; termination of the legal relationship with the Supplier; illness, etc.). The newly appointed person shall have qualification and experience at least equal to those specified in the Procurement

of the Contract do not provide for such an option, the nature of the Contract shall be deemed not to allow for direct settlement with subcontractors.

1.5.5. Where the Tender has been submitted by a group of suppliers acting in accordance with a joint venture contract, should there be a reasonable need to replace the joint venture partners, such replacement shall be possible provided that:

1.5.5.1. Receipt of a request from the remaining joint venture partner for a replacement of a joint venture partner and confirmation of the intention of the withdrawing joint venture partner to withdraw from the joint venture and to transfer all obligations under the joint venture contract to the new and/or remaining joint venture partner;

1.5.5.2. The written agreement of the new and/or remaining joint venture partner to replace the withdrawing joint venture partner and to assume all the obligations of the withdrawing joint venture partner under the Contract;

1.5.5.3. The new and/or remaining joint venture partners (jointly) have at least the qualification and experience specified in the Procurement Documents, and meet the other requirements (if any) set out in the Procurement Documents;

1.5.5.4. A copy of the new joint venture contract or the amendment to the existing joint venture contract, with the relevant amendments that comply with the requirements set out in the Procurement Documents and applicable to the joint venture contract, has been received.

1.6. Quality Requirements for the Services

1.6.1. The Supplier warrants that, at the time of handover and acceptance of the Services (the result thereof) or any part thereof, the Services will comply with the requirements set out in the Contract, will have been provided in a high-quality manner, and will be free from any deficiencies that would nullify or impair the value of the Services or the suitability of the result for ordinary use.

1.6.2. Unless the Contract specifies quality conditions, the quality of the Services provided by the Supplier must comply with the requirements normally applicable to this type of service.

1.7. Suspension

1.7.1. The Parties shall have the right to suspend the performance of their obligations in the cases and in accordance with the procedures set out in the Contract and the Civil Code of the Republic of Lithuania.

1.8. Completion of Provision of the Services

1.8.1. The Services (or any part thereof) shall be accepted by the Parties by signing a Certificate drafted and delivered to the Buyer by the Supplier. One copy of the Certificate signed by the Parties shall be given to the Buyer. If material deficiencies are found in the Services (or any part thereof) at the time of acceptance, the Buyer shall return the Certificate with the material deficiencies specified therein to the Supplier and shall exercise the rights set out in paragraph 1.8.3 of this Section. In the event of non-substantial deficiencies, the deficiencies shall be specified in the Certificate, with a time limit(s) for the rectification of such deficiencies, and the Certificate shall be signed by the Parties. Such a signed Certificate shall be the basis for the invoice and payment.

1.8.2. Acceptance of the Services shall not be deemed to be an unconditional confirmation by the Buyer that the Services comply with the requirements of the Contract and shall not exclude the Buyer's right to require the rectification of any deficiencies at a later date, provided that such deficiencies were not reasonably noticeable at the time of handover and acceptance of the Services. The Buyer shall have the right to require the Supplier to rectify any deficiencies identified for a period of 1 (one) year after acceptance of the Services.

1.8.3. In the event of deficiencies, the Buyer shall be entitled, at its choice, to require the Supplier:

1.8.3.1. To remedy the deficiencies free of charge within a reasonable period specified by the Buyer;

1.8.3.2. To reimburse the costs of assessing and rectifying the deficiencies after the Buyer has rectified the deficiencies itself or with the help of third parties.

1.8.4. The Supplier undertakes to remedy any deficiencies without delay and to inform the Buyer of any circumstances affecting or likely to affect the proper performance of the Contract. The time limit for remedying the deficiencies shall not constitute grounds for extending the time limit for the provision of the Services and shall not exclude the Buyer's right to impose liability on the Supplier for failure to perform the Contract in time. Once all deficiencies have been remedied, the handover and acceptance of the Services (or part thereof) as set out in paragraph 1.8.1 of this Section

shall take place. This paragraph shall apply if the Buyer exercises the right set out in paragraph 1.8.3.1 of the General Conditions of the Contract.

2. PRICE AND PAYMENT

2.1. Contract Price, Conversion and Change of the Price (Rates)

2.1.1. The Contract Price shall include all taxes and all costs associated with the performance of the Contract, unless the Contract expressly provides that certain costs will be paid (reimbursed) separately to the Supplier.

2.1.2. The Parties agree that VAT shall be calculated in accordance with legislation in force at the time of invoicing.

2.1.3. If the Special Conditions of the Contract provide for the application of price (rates) conversions, either party to the Contract shall have the right during the term of the Contract to initiate, at the frequency provided for in the Special Conditions of the Contract, a conversion of the price (rates) provided for in the Contract. For the purpose of the conversion, the Parties shall be guided by the [data of the Indicators Database](#) published by Statistics Lithuania (State Data Agency) on the Official Statistics Portal, without requiring the other Party to submit an official document or confirmation issued by Statistics Lithuania (State Data Agency) or any other institution. In the event that more than 6 (six) months have elapsed between the submission of the (final) tender and the date of the possible conclusion of the Contract, the conversion of the price (rates) provided for in the Contract may be carried out on the date of conclusion of the Contract. The next conversion of the price (rates) provided for in the Contract may be made no earlier and no more frequently than provided for in the Special Conditions of the Contract.

2.1.4. The converted price (rates) shall apply to orders placed after the Parties enter into an agreement on the conversion of the price (rates). The conversion of the Contract price (rates) shall only apply to that part of the Contract which has not been redeemed, i.e. to the Services which have not been accepted and paid for. In the event of delays in the provision of the Services due to the Supplier's fault, the price (rates) of the delayed Services shall not be converted as a result of any price level increase (they may not be increased). The new price (rates) shall be calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a \div 2 \right), \text{ where:}$$

a – the rate (EUR excluding VAT) (if it has already been converted, then the rate after the last conversion shall be included),

a_1 – converted (changed) rate (EUR excluding VAT),

k – the percentage change (increase or decrease) in the prices of Consumer Goods and Services calculated on the basis of the Consumer Price Index (as specified in the Special Conditions of the Contract).

2.1.5. The k value shall be calculated according to the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradžia}} \times 100 - 100, (\%) \text{ where:}$$

Ind_{newest} – the latest index of Consumer Goods and Services published on the date of sending the request for a price conversion to the other party,

$Ind_{initial}$ – the index of Consumer Goods and Services as at the start date (month) of the period (specified in the Special Conditions of the Contract). In the case of the first conversion, the start (month) of the period shall be the month of the date of conclusion of the Contract. In the case of the second and subsequent conversions, the start (month) of the period shall be the month of the value of the published relevant index used at the time of the last conversion.

2.1.6. For the calculations, the index values used shall be specified to four decimal places. The calculated change (k) shall be used for further calculations rounded to one decimal place, and the calculated rate a shall be rounded to two decimal places.

2.1.7. A subsequent conversion of prices or rates may not cover a period for which a conversion has already been performed.

2.2. Payment

2.2.1. The electronic invoice (including, if applicable, the advance electronic invoice) and the documents related to the payment shall be submitted by the means chosen by the Supplier: the Supplier may submit an electronic invoice complying with the requirements of the EU Directive 2014/55, or submit an electronic invoice in a different format using the information system E-invoice („SABIS“) administered by State Enterprise Centre of Registers.

2.2.2. The time of issuing the invoice:

2.2.2.1. In the case of recurring monthly payments, the invoice for the previous month must be submitted no later than on the 2nd working day of the current month.

2.2.2.2. In the case of individual orders, partial or one-off purchases of the Services, the invoice shall be submitted no later than 2 (two) working days after the date of signature of the Certificate for the Services.

2.2.2.3. The Special Conditions of the Contract may contain other conditions for invoicing.

2.2.3. The Buyer shall pay the invoice submitted in accordance with the Contract within the time limit set out in the Special Conditions of the Contract. In the event of failure by the Buyer to make the payment on time when the invoice is submitted in accordance with paragraph 2.2.1. of the General Conditions of the Contract and the right to withhold payment as set out in the Contract does not apply, the Supplier shall charge the Buyer a default interest of 0.02 (zero point zero two percent) of the amount not paid on time for each day of delay.

2.2.4. The Buyer shall have the right to withhold sums due to the Supplier under the Contract in the event of any deficiencies in the Services or any failure to perform other contractual obligations. The Buyer shall be entitled to exercise the right of retention referred to in this paragraph only to the extent necessary to ensure the satisfaction of reasonable claims.

2.2.5. At the time of payment, the amount due as shown on the invoice submitted by the Supplier will be reduced by the amount of penalties (fines and default interest). The Buyer shall be entitled to deduct compensation for damages incurred or to be incurred at any time from any sums payable to the Supplier under the Contract by notifying the Supplier in writing and obtaining the Supplier's confirmation of the amount of the Buyer's damages, or any part thereof. In the absence of (or insufficiency of) amounts payable to the Supplier under the Contract, the Supplier shall be obliged to pay penalties/compensation for damages within 30 (thirty) days of receipt of the Buyer's notification of the amounts payable, unless otherwise provided for in the Special Conditions of the Contract. The Buyer shall be entitled to use the contract performance security (if any) provided by the Supplier.

2.2.6. If, under the legislation of the Republic of Lithuania, the Supplier's remuneration for services rendered is recognised as income received by the Supplier outside of its permanent establishment, and the source of the income is the Republic of Lithuania, the Buyer shall deduct the withholding tax from the amount of the payment to be made to the Supplier.

3. LIABILITY

3.1. Damages and Penalties

3.1.1. Penalties (fines and default interest) provided for in the Contract shall be deemed to be the minimum pre-established damages incurred by the Parties as a result of the breach by the other Party of the relevant term of the Contract, the amount of which the affected Party does not need to prove. The payment of penalties shall not preclude the affected Party from claiming compensation for damages not covered by the penalty and shall not relieve the Party that has paid the penalty of its contractual obligations.

3.1.2. In the event of non-performance or improper performance of the contractual obligations by the Parties, the penalties provided for in the General and/or Special Conditions of the Contract shall apply.

3.1.3. Penalties shall be paid and damages shall be compensated in accordance with Section 2.2 of the General Conditions of the Contract.

3.2. Limitation of Liability

3.2.1. Under the Contract, the Parties shall be liable only for direct damages suffered by the other Party and shall not be liable for indirect damages, including damages for loss of profits, loss of savings or loss of business opportunity.

3.2.2. Any direct damages shall be limited to the amount of the Initial Value of the Contract, but not less than EUR 3,000 (three thousand euro) (if the Initial Value of the Contract does not exceed EUR 3,000 (three thousand euro)).

3.2.3. The total amount of penalties imposed on a Party under the Contract shall be limited to an amount equal to 20% (twenty percent) of the Initial Value of the Contract; if the Initial Value of the Contract does not exceed the amount of EUR 3,000 (three thousand euro), the amount shall not exceed EUR 1,500 (one thousand five hundred euro).

3.2.4. The limitation of liability provisions of the Contract shall not apply to damage caused by intent or gross negligence. The limitation of liability referred to in the Contract shall not apply in the case of damage caused by breach of confidentiality obligations, infringement of protection of personal data or intellectual property rights.

3.3. Exemption from Liability

3.3.1. A Party shall not be held liable for any failure to fulfil any of its obligations under the Contract if it proves that such failure was due to circumstances beyond its reasonable control, that the failure could not reasonably have been foreseen at the time of the conclusion of the Contract, and that the Party could not have prevented the occurrence of the circumstances or their consequences, and it did not assume the risk of such circumstances ("Force Majeure").

3.3.2. The Parties understand Force Majeure as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania "On the Exemption from Liability in the Event of Force Majeure".

3.3.3. A Party shall not be relieved of liability if its failure to fulfil its obligations has been affected by decisions, acts or omissions of itself, its subcontractors, entities directly or indirectly owned or controlled by that Party, and their employees (including strikes), governing bodies, or members thereof.

3.3.4. The Party shall notify the other Party of Force Majeure and their impact on the performance of the Contract and on the deadlines immediately, but no later than within 5 (five) working days of their occurrence or becoming apparent, providing evidence of the existence of the above-mentioned circumstances. Failure to give timely notice shall mean that the circumstances had not affected the performance of the Contract until such notice was given.

3.3.5. In the event of Force Majeure, the Party shall take all reasonable measures to mitigate any damage and to minimise its impact on the deadlines for the performance of the Contract.

3.3.6. The grounds for exempting a Party from liability shall only arise during the existence of these circumstances and, once they have been removed, the Party must immediately resume fulfilment of its contractual obligations.

3.3.7. At the Supplier's reasoned request, penalties (or part thereof) shall not apply where the delay in performance of the obligation(s) is due to circumstances beyond the Supplier's control.

3.4. Contract Performance Security

3.4.1. The Buyer shall have the right to require the Supplier to provide a bank guarantee or a letter of surety from an insurance company to ensure the proper performance of the Contract. The contract performance security (if required) shall comply with the conditions set out in the Special Conditions of the Contract and shall be provided in accordance with the procedures set out therein.

4. CONTRACT

4.1. Validity of the Contract

4.1.1. The Contract shall enter into force from the moment it is signed by the last signatory (or, where the Special Conditions of the Contract provide for additional conditions of entry into force, from the moment these conditions are fulfilled) and shall remain in force until the Parties have fully performed their contractual obligations or the Contract has been terminated (or has become invalid). Liability, confidentiality, data protection, intellectual property, dispatch and receipt of notices, language, dispute resolution and other terms which by their nature are intended to survive the completion or termination (or invalidity) of the Contract shall survive such completion or termination (or invalidity).

4.1.2. If any provision of the Contract is or becomes invalid, in whole or in part, by reason of its conflict with applicable legislation or for any other reason, the remaining provisions of the Contract shall remain in full force and effect. In this case, the Parties will negotiate in good faith and seek to replace the invalid provision with another lawful and valid provision which, to the extent possible, achieves the same legal and economic result as the provision of the Contract to be so replaced.

4.1.3. If the Special Terms of the Contract provide for an extension of the Contract and all conditions relating to the extension of the Contract have been fulfilled, the Contract shall be automatically extended for the minimum period provided for, unless either Party gives notice of termination of the Contract at least 30 (thirty) days prior to the expiry of the term of the Contract.

4.2. Amendment of the Contract

4.2.1. The Contract may be amended by written agreement of the Parties in accordance with the conditions and procedures set out in the Contract. The Contract may also be amended in cases not provided for therein, provided that such amendments do not conflict with the provisions of Article 97 of the Law on Procurement.

4.2.2. The deadline for provision of the Services may be extended in the following circumstances:

4.2.2.1. Adverse weather conditions that make it impossible to provide the Services (or any part thereof): heavy rainfall, flooding, dense fog, squally winds, heavy snow, blizzards, etc. This option shall only apply to the part of the Services that are subject to natural conditions for their quality and/or provision;

4.2.2.2. Acts or omissions by the Buyer that prevent the proper and timely performance of the Supplier's obligations under the Contract, including delays by the Buyer in appointing specialists responsible for the performance of its obligations under the Contract, or the non-performance or improper performance of the Buyer's other obligations under the Contract;

4.2.2.3. Failure to perform any function assigned to a state or municipal authority, body, office or organisation, or other entity by law, within a set (or reasonable) time limit;

4.2.2.4. Protracted procurement procedures which make it impossible or excessively difficult to commence and/or complete the provision of the Services within the prescribed time limit;

4.2.2.5. Delays, impediments or interferences beyond the Supplier's control and caused by and attributable to third parties (e.g., improper performance of another contract of the Buyer, the performance of which has a direct impact on the Supplier's performance of the Contract);

4.2.2.6. Other cases (if any) provided for in the Special Conditions of the Contract.

4.2.3. The time limit for the fulfilment of the contractual obligations may be extended for a period not exceeding the duration of the specific circumstance as provided for in paragraph 4.2.2 of the General Conditions of the Contract. The Supplier shall in all cases seek to minimise the impact of the circumstances and shall justify in the request for extension the existence of the relevant conditions and their impact on the time limits for the provision of the Services (or part thereof), as well as the fact that these conditions are due to causes beyond the Supplier's control. Any extension of the time limit for the provision of the Services shall be agreed in writing by the Parties and shall form an integral part of the Contract.

4.3. Termination of the Contract

4.3.1. The Contract may be terminated in the cases provided for in Article 98 of the Law on Procurement and in the Contract, including the possibility to terminate the Contract by agreement of the Parties.

4.3.2. Either Party shall have the right to terminate the Contract unilaterally by giving a written notice to the other Party at least ten (10) days in advance if:

4.3.2.1. The other Party enters into bankruptcy, restructuring or liquidation proceedings, becomes insolvent or ceases its business activities, or a similar situation arises under any other law;

4.3.2.2. The performance of the Contract is suspended for more than 120 (one hundred and twenty) days due to Force Majeure;

4.3.2.3. The amount of penalties payable to the other Party exceeds 20% (twenty percent) of the Initial Value of the Contract; if the Initial Value of the Contract does not exceed the sum of EUR 3,000 (three thousand euro), the amount of penalties shall be EUR 1,500 (one thousand five hundred euro).

- 4.3.2.4. The other Party, through its own fault, is unable and/or refuses to perform its contractual obligations, or any part thereof, irrespective of the value of such part;
- 4.3.2.5. If, at the Party's request, the other Party fails to provide evidence to rebut the circumstances that may lead to the termination of this Contract;
- 4.3.2.6. The other Party violates the provisions of the Contract governing the protection of personal data, intellectual property or the management of confidential information;
- 4.3.3. The Buyer shall have the right to terminate the Contract unilaterally by giving the Supplier a notice at least ten (10) days in advance:
- 4.3.3.1. If the Supplier assigns the rights and obligations arising from the Contract to third parties without the Buyer's written consent;
- 4.3.3.2. If the Supplier fails to comply with the requirements set out in paragraph 1.4.2 of the General Conditions of the Contract;
- 4.3.3.3. If the Supplier commits a material breach of the Contract;
- 4.3.3.4. If the Buyer receives an instruction/recommendation to terminate the Contract from the authorities involved in procurement management;
- 4.3.3.5. if it turns out that other transactions concluded or to be concluded with the Supplier are not in the interests of national security.
- 4.3.4. The Parties shall also have the right to terminate the Contract in other cases specified in the General Conditions and in the Special Conditions of the Contract, as well as in the cases specified in Articles 6.217 and 6.721 of the Civil Code of the Republic of Lithuania;
- 4.3.5. Where a Party remedies the breach or the circumstances giving rise to the start of the termination procedure of the Contract have ceased to exist, the Contract shall not be terminated and the termination notice shall cease to have effect if the Party that remedied the breach informs the other Party accordingly.
- 4.3.6. In the event of termination of the Contract due to the Supplier's fault, the Supplier shall not be entitled to compensation for any damages incurred in addition to the remuneration due to the Supplier for the Services purchased (accepted) by the Buyer.

4.4. Interpretation of the Contract

- 4.4.1. The Contract shall be governed by and construed in accordance with the law of the Republic of Lithuania.
- 4.4.2. In the Contract, where the context requires it, words in the singular may have a plural meaning, and vice versa.
- 4.4.3. The headings of the sections of the Contract are for ease of reading only and cannot be used directly to interpret the Contract.
- 4.4.4. For the purposes of the interpretation and application of the Contract, the order of precedence of the documents of the Contract shall be as follows:
- 4.4.4.1. The Technical Specification (including explanations and clarifications, if any);
- 4.4.4.2. The Special Conditions of the Contract;
- 4.4.4.3. The General Conditions of the Contract;
- 4.4.4.4. The Procurement Documents (including explanations and clarifications, if any) (excluding the Technical Specification);
- 4.4.4.5. The Tender.
- 4.4.5. The time limits referred to in the Contract shall be calculated in calendar days, months and years, unless otherwise specified in the Contract.
- 4.4.6. The working days referred to in the Contract shall be understood as any day from Monday to Friday, excluding public holidays as defined in the Labour Code of the Republic of Lithuania. If the time limit referred to in the Contract ends on a day off, the time limit shall be postponed to the first working day thereafter. Working hours (working time) shall be understood as the hours of the working day as published on the Buyer's website.

5. FINAL PROVISIONS

5.1. Representations and Warranties

- 5.1.1. By signing the Contract, both Parties represent and warrant that:

They are solvent and financially capable of performing the Contract, they have not been subject to any restriction on their activities, they are not in restructuring or liquidation proceedings, they have not suspended or restricted their activities, and they are not in bankruptcy proceedings;

5.1.1.2. They have all the authorisations, decisions, consents and approvals necessary to enter into this Contract and to fulfil the obligations under this Contract fully and properly, and are able to provide them within a reasonable time as determined by the Buyer.

5.1.2. By signing the Contract, the Supplier further represents and warrants that:

5.1.2.1. It has fully familiarised itself with all the information and documentation relating to the subject matter and object of the Contract which is necessary for the performance of its obligations under the Contract, and that such documentation and the information contained therein is fully and completely sufficient to enable the Supplier to ensure the proper and complete performance and quality of all the obligations under the Contract. The Supplier confirms that it has examined, understood and verified the documents referred to in the Contract and provided to it in advance, and that, to the best of the Supplier's knowledge, they do not contain any errors or other deficiencies that would prevent the proper and timely performance of the Supplier's obligations;

5.1.2.2. It has all the technical, intellectual, physical, organisational, financial and any other capabilities and qualities necessary and appropriate to enable it to perform the terms of the Contract properly.

5.1.2.3. In its dealings with the Buyer and third parties engaged for the performance of the Contract, it is aware of and undertakes to comply with the provisions of the [Group's Corruption Prevention Policy](#) (the "Policy") and the [Supplier Code of Conduct](#) (the "Code"), which establish lawful, sustainable and fair business practices that include mandatory standards of environmental, human rights, labour standards and business ethics. The Supplier shall ensure that the requirements of this paragraph are complied with by the Supplier's employees, members of the management and supervisory bodies, and other representatives of both the Supplier and the third parties engaged by the Supplier for the performance of the Contract.

5.1.2.4. It will promptly inform the Buyer of any circumstances arising during the term of the Contract which may be deemed to violate the requirements and standards of conduct set out in the Policy and the Code, and, at the Buyer's request, provide all information relating to the occurrence of the circumstances, the remedying of the consequences, and the implementation of preventive measures.

5.2. Intellectual Property

5.2.1. All results and related rights acquired in the performance of the Contract, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, shall be the property of the Buyer and shall pass to the Buyer as from the moment of the handover and acceptance of the Services without any limitation, and may be used, published, assigned or transferred by the Buyer to third parties without the Supplier's express consent, unless otherwise provided for in the Special Conditions of the Contract, or the intellectual property rights are not transferable by virtue of the nature of the Services and/or the exclusivity of the rights, patents, etc.

5.2.2. In order to ensure the proper implementation of the provisions of this Section, the Supplier undertakes to enter into the necessary agreements with its designated employees, subcontractors and any third parties. The Supplier also undertakes to indemnify the Buyer against any claims by third parties in respect of the use of the works of intellectual property, where the Buyer makes use of these works without prejudice to the terms of the Contract.

5.3. Confidentiality and Protection of Personal Data

5.3.1. If, in the performance of the Contract, a Party has received from the other Party information which is a trade secret or other confidential information, it shall not be entitled to disclose such information to third parties without the consent of the other Party.

5.3.2. Confidential Information shall not include the following:

5.3.2.1. Information that is, or was at the time of its submission, publicly available;

5.3.2.2. Information that was obtained from a third party on which the Buyer does not impose any restrictions regarding its disclosure;

5.3.2.3. Information that may not be treated as confidential under current legal requirements;

5.3.2.4. Information that was designated in writing by the other Party as non-confidential.

5.3.3. If the Supplier is in doubt as to whether information is confidential, the Supplier will treat such information as confidential.

5.3.4. Each Party acknowledges and confirms that the personal data referred to in the Contract will be processed solely for purposes related to the performance of the Contract and in accordance with strict confidentiality obligations and requirements for the protection of personal data. The requirements for the processing of personal data, the rights of data subjects and the obligations of data controllers shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

5.3.5. Where applicable and if requested by the Buyer, the Supplier shall sign a Confidentiality Agreement (paragraph 9 of the Special Conditions of the Contract) and/or a Personal Data Processing Agreement (paragraph 9 of the Special Conditions of the Contract) in accordance with the standard forms provided by the Buyer, and if the Supplier refuses to do so, the Supplier shall not be allowed to provide the relevant part of the Services and shall be liable for the full extent of any liability for failure to provide the Services in time as set out in the Contract.

5.3.6. Failure to comply with confidentiality and/or personal data protection obligations shall constitute a material breach of the Contract.

5.4. Language

5.4.1. If the Contract is concluded in both Lithuanian and a foreign language(s), and the versions in Lithuanian and in a foreign language(s) do not match, the Lithuanian text shall prevail.

5.4.2. In the performance of the Contract, communication and correspondence between the Parties shall be conducted in the Lithuanian language, unless the Parties agree otherwise. In cases where the Supplier's registered office (or place of residence) is located outside the Republic of Lithuania, correspondence may be conducted in English or in another language mutually agreed upon by the Parties.

5.4.3. All documentation provided by the Supplier shall be in the Lithuanian language, unless otherwise specified in the Contract or agreed in writing by the Parties.

5.5. Notices

5.5.1. All notices required to be given under this Contract or under applicable law shall be served on a Party to the Contract and confirmed by signature, or sent by registered mail or email to the addresses specified in the Contract. Notices shall be deemed to have been duly served 5 (five) working days after the date of dispatch of the registered letter to the other Party at the address specified in the Contract. Notices sent by email shall be deemed to have been received on the working day following the date of dispatch.

5.5.2. A Party shall give prior written notice to the other Party of any change in its particulars. All notices (documents) sent by one Party to the other Party prior to the receipt of notice of the latter's change of address shall be deemed to have been duly served on that Party.

5.5.3. Notices, requests, demands, invoices, certificates and correspondence sent by the Parties shall indicate the number and the date of the Contract.

5.6. Dispute Resolution

5.6.1. Any disputes, disagreements or claims arising out of or in connection with this Contract, its breach, termination or validity shall be settled by negotiation between the Parties.

5.6.2. If the Parties are unable to resolve any dispute, disagreement or claim by negotiations, the dispute, disagreement or claim shall be settled by the courts of the Republic of Lithuania in the place of the Buyer's registered office, applying the law of the Republic of Lithuania.

5.7. Transfer of Rights

5.7.1. The Buyer shall have the right to transfer its rights and/or obligations under the Contract to a third party without the Supplier's express consent. The Supplier shall be informed of the transfer of rights and/or obligations to a third party by written notice.

5.7.2. The Supplier shall not be entitled to assign its rights and/or obligations under the Contract to third parties without the written consent of the Buyer. If the Supplier fails to comply with this requirement, the Supplier and the third party who has assumed the rights and obligations shall be jointly and severally liable towards the Buyer.

5.8. Waiver of Rights

5.8.1. Failure by the Parties to exercise their rights under the Contract shall not constitute a waiver of those rights, unless a Party waives those rights by written notice.

PIRMINIS PASIŪLYMAS		INITIAL TENDER
AB AMBER GRID (VPP- 240) DUJŲ, PAGAMINTŲ IŠ ATSINAUJINANČIŲ ENERGIJOS IŠTEKLIŲ, KILMĖS GARANTIJŲ REGISTRO IT PASLAUGOS TEIKIMO ĮGYVENDINIMO, PALAIKYMŲ IR PRIEŽIŪROS PIRKIMUI		FOR PROCUREMENT OF (VPP- 240) PROVISION OF IT SERVICE FOR THE REGISTRY OF GUARANTEES OF ORIGIN FOR RENEWABLE GAS, ITS IMPLEMENTATION, MAINTENANCE AND SUPPORT BY AB AMBER GRID
INFORMACIJA APIE TIEKĖJĄ / SUPPLIER INFORMATION		
Tiekėjo pavadinimas / Jeigu dalyvauja Tiekėjų grupė, surašomi visų narių pavadinimai	Name of the Supplier / If a group of Suppliers is present, the names of all members shall be listed	Grexl Systems Oy
Tiekėjų grupės atsakingas partneris (pildoma, jei Pasiūlymą teikia Tiekėjų grupė)	Responsible partner of the group of Suppliers (to be filled in if the Tender is submitted by a group of Suppliers)	-
Tiekėjo adresas / Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai	Supplier's address / If a group of Suppliers is involved, all addresses of the participants are listed	Lautatarhankatu 6 00580 Helsinki Finland
Tiekėjo juridinio asmens kodas (tuo atveju, jei Pasiūlymą pateikia fizinis asmuo – verslo pažymėjimo Nr. ar pan.) / Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai	Supplier's legal entity code (s) (in case the Tender is submitted by a natural person - business certificate No., etc.) / If the Tender is submitted by a group of Suppliers, all codes of the members of the group of Suppliers shall be listed	LEI: 7437002D6LQK701B6S13 Business ID: FI09656604
Tiekėjo PVM mokėtojo kodas/ Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai	Supplier VAT identification number (s) / In case the Tender is submitted by a Supplier group, the codes of all the Supplier group members shall be indicated.	FI09656604
Tiekėjo / Tiekėjų grupės atsakingo partnerio sąskaitos numeris, banko pavadinimas ir banko kodas	Account number, bank name and bank code of the Supplier / responsible partner of the Supplier	Danske Bank IBAN: FI63 8000 1170 8819 74 BIC: DABAFIHH
Pasiūlymo pasirašymui Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens vardas, pavardė, pareigos, telefono numeris ir el. paštas	Name, surname, position, telephone number and e-mail of the person authorized by the Supplier / responsible	

	partner of the group of Suppliers to sign the Tender	
Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens laimėjimo atveju pasirašančio Sutartį vardas, pavardė, pareigos	Name, surname and the position of the person authorized by the Supplier / Supplier group to sign the Contract if the Supplier wins the Procurement	
Tiekėjo / Tiekėjų grupės atsakingo partnerio laimėjimo atveju už Sutarties vykdymą paskirto atsakingo asmens vardas, pavardė, pareigos, telefono numeris, el. paštas	Name, surname, the position, telephone No. and e-mail of the person responsible for the implementation of the Contract appointed by a Supplier / responsible partner of the Supplier group	
1.	SUTIKIMAS SU PIRKIMO SĄLYGOMIS	AGREEMENT TO THE PROCUREMENT CONDITIONS
1.1.	Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su PJ ir Pirkimo sąlygose nustatytais Pirkimo procedūromis.	With this Tender, we acknowledge that by submitting our Tender, we agree with the further Procurement procedures set forth in LP and the Procurement conditions.
1.2.	Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų, taip pat Techninės specifikacijos reikalavimus, mūsų Pasiūlymas juos visiškai atitinka ir įsipareigojame jų laikytis vykdydami Sutartį. Taip pat įsipareigojame laikytis ir kitų Lietuvos Respublikoje galiojančių ir Pirkimo objektui bei Sutarčiai taikomų teisės aktų reikalavimų.	We confirm that we have carefully read all the requirements of the Procurement conditions, as well as the Technical Specification, our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the Object of Procurement and the Contract.
1.3.	Teikdami Pasiūlymą patvirtiname, kad visos siūlomos prekės (naudojamos medžiagos, įranga) nepriklausomai ar naudojamos darbų atlikimui ar paslaugų suteikimui, atitiks Perkančiojo subjekto nurodytus reikalavimus, ir nebus importuotos iš šalių, ar jų dalių, teritorijų (specialaus statuso zonų), iš kurių tokių tiekiamų prekių (naudojamų medžiagų, įrangos) importas yra draudžiamas pagal Jungtinių Tautų saugumo tarybos sprendimus arba kurioms taikomos Jungtinių Amerikos Valstijų, Europos Sąjungos ribojamosios priemonės (sankcijos) ar kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika, tarptautinės sankcijos. Perkančiajam subjektui raštu pareikalavus, per jo nurodytą terminą bus pateikti dokumentai, patvirtinantys prekių (naudojamų medžiagų, įrangos) kilmės šalį ir gamintoją ir jo akcininkus.	By submitting the Tender we confirm that all the goods (materials used, equipment) offered, whether independently or used for the execution of works or the provision of services, will meet the requirements the Contracting Entity and will not be imported from the countries or their parts, territories (special status zones), from which imports of such supplied goods (materials used, equipment) are prohibited by decisions of the United Nations Security Council or in the case of restrictive measures (sanctions) by the United States, the European Union or international sanctions of other international organizations, the member or participant of which is the Republic of Lithuania. Upon written request of the Contracting Entity, documents confirming the country of origin of the goods (materials used, equipment), the manufacturer and its shareholders will be submitted within the deadline specified by the Contracting Entity.
1.4.	Užtikrinu, kad mano atstovaujamas Tiekėjas/ Tiekėjų grupės nariai ir jo pasitelkiami Subtiekėjai bei Ūkio subjektai, kurių pajėgumais remiamasi, bus susipažinę su 2022 m. lapkričio 25 d. EPSO-G valdybos patvirtintu EPSO-G	I undertake to ensure that the Supplier/members of the Supplier Group represented by me and the Sub-Suppliers, and Economic entities whose capacity is relied on, are familiar with the EPSO-G Company Group's Supplier Code of Conduct ³ approved by

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

	jmonių grupės tiekėjų etikos kodeksu ¹ ir 2023 m. birželio 29 d. EPSO-G valdybos patvirtinta EPSO-G įmonių grupės antikorupcinės veiklos politika ² prieš vykdydami Sutartį.	the EPSO-G board on 25 th of November, 2022 and the EPSO-G Company Group Anti-Corruption Policy ⁴ approved by the EPSO-G board on 29 th of June, 2023 before engaging in the execution of the Contract.
1.5.	Patvirtinu, kad teikiant Pasiūlymą nėra nei vienos iš šių sąlygų:	I confirm that none of the following conditions apply when submitting the Tender:
1.5.1.	Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektai, kurių pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra juridiniai asmenys, registruoti VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose ⁵ ;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entities whose capacity is relied on, or the persons controlling them are legal entities registered in the countries or territories ⁶ listed in Article 92 (15) of the LPP;
1.5.2.	Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektas, kurio pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra fiziniai asmenys, nuolat gyvenantys VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose arba turintys šių valstybių pilietybę;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entity whose capacity is relied on, or the persons controlling them are natural persons residing in the countries or territories listed in Article 92 (15) of the LPP or having the citizenship of these countries;
1.5.3.	Paslaugos nėra teikiamos iš VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytų valstybių ar teritorijų;	the services are not provided from countries or territories included in the list provided for in Article 92 (15) of the LPP;
1.5.4.	Lietuvos Respublikos Vyriausybė, vadovaudamasi Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatyme įtvirtintais kriterijais, yra priėmusi sprendimą, patvirtinantį, kad šios dalies 1.5.1 ir 1.5.2 punktuose nurodyti subjektai ar su jais ketinamas sudaryti (sudarytas) sandoris neatitinka nacionalinio saugumo interesų.	The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in Clauses 1.5.1. and / or 1.5.2. of the GPC do not meet national security interests;
1.5.5.	Tiekėjas, jo subtiekėjas, ūkio subjektas, kurio pajėgumais remiamasi, vykdo veiklą VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose arba yra ūkio subjektų grupės, kurios bet kuris narys vykdo veiklą VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose, narys arba jos vadovas, kitas valdymo ar priežiūros organo narys ar kitas (kiti) asmuo (asmenys), turintis (turintys) teisę atstovauti tiekėjui, subtiekėjui, ūkio subjektui, kurio pajėgumais remiamasi, ar jį kontroliuoti, jo vardu priimti sprendimą, sudaryti sandorį, ir tokiu būdu dalyvauja tokių ūkio subjektų grupių ir (ar) ūkio subjektų veikloje.	The supplier, its subcontractor, or the economic operator whose capacities are relied upon operate in the states or territories listed in Article 92(15) of the LPP or they are members of an economic operator group, any member of which operates in the states or territories listed in Article 92(15) of the LPP. Head of such a group, or any other member of its management or supervisory body, or any other individual(s) authorized to represent, control, make decisions on behalf of, or enter into agreements for the supplier, subcontractor, or the economic operator whose capacities are relied upon, participate in the activities of such economic operator groups and/or economic operators.
1.6.	Patvirtinu, kad Tiekėjui, Subtiekėjams, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektams, kurių pajėgumais remiuosi ir (ar) remsiuosi, prekių gamintojams ar juos kontroliuojantiems juridiniams ir (ar) fiziniams asmenims	I declare under honour that the supplier, sub-suppliers whom I have invoked or will invoke in the future, economic operators whose capabilities I rely on and/or will rely on, manufacturers of goods, or the legal or natural persons who control them are

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

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

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

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

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

	netaikomos Jungtinių Tautų saugumo tarybos, Europos Sąjungos, kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika ar Jungtinių Amerikos Valstijų sankcijos (ribojamosios priemonės).	not subject to international sanctions (restrictive measures) implemented by the United Nations Security Council, the European Union, other international organizations of which the Republic of Lithuania is a member or participant, or by the United States of America. The controlling person is understood as defined in the Competition Law of the Republic of Lithuania.
1.7.	Deklaruojamoms aplinkybėms pasikeitus, įsipareigoju nedelsiant apie tai informuoti Perkantįjį subjektą.	If the declared circumstances change, I undertake to inform the Contracting Entity immediately.
1.8.	Tiekėjas už pateiktos informacijos teisingumą atsako įstatymų nustatyta tvarka.	The Supplier shall be liable for the accuracy of the information provided in accordance with the procedures established by law.
2.	PASIŪLYMO KAINA	TENDER PRICE
3.1.	Pasiūlymo kaina nurodoma eurai.	Tender price to be indicated in EUR.
3.2.	Pasiūlymo kaina nurodoma užpildant pateiktą lentelę:	Tender price to be indicated by completing the below provided table:

Eil. Nr. / No.	Pirkimo objektas / Object of the Procurement	Matavimo vienetai / Measurement units	Maksimalus kiekis Paslaugų teikimo laikotarpiu ⁷ / Maximum quantity during Service provision period ⁸	Įkainis, Eur be PVM / Rate in EUR, excluding VAT*	Kaina, Eur be PVM ⁹ / Price in EUR, excluding VAT ¹⁰
1.	Implementation and customization of the Registry, i.e. until it is ready to be operational / Registro įgyvendinimas ir pritaikymas, iki jo veiklos pradžios	Set / Vnt.	1	26 250	26 250
2.	Connection to AIB hub / Prijungimas prie AIB platformos	Set / Vnt.	1	3 750	3 750
3.	Connection to ERGaR hub / Prijungimas prie ERGaR platformos	Set / Vnt.	1	11 250	11 250
4.	Costs for Registry usage, maintenance and support (Service) for 33 months (after the Registry is operational) / Naudojimosi Registru mokestis, priežiūra ir pagalba (paslaugos), 33 mėn. (nuo Registro veiklos pradžios)	Monthly fee / Mėnesinis mokestis	33	3 500	115 500
5.***	Costs for guarantees of origin (GO) transactions (issuance, transfer, cancellation, withdrawal, import and	Transaction / Transakcijos	6 000 000	0	0

⁷ Nurodytas maksimalus Pirkimo objekto kiekis. Perkantysis subjektas neįsipareigoja nupirkti viso nurodyto kiekio.

⁸ The maximum amount of Procurement object is indicated. The Contracting Entity does not undertake the liability to purchase the whole indicated amount.

⁹ Kaina Eur be PVM apskaičiuojama padauginant įkainį Eur be PVM iš nurodyto maksimalaus kiekio.

¹⁰ The price in EUR excluding VAT is calculated by multiplying the rate in EUR excluding VAT with the indicated maximum amount.

	export) (Service) / Kilmės garantijų transakcijų kaina (išleidimas, perdavimas, panaudojimas, panaikinimas, importas ir eksportas) (Paslaugos)				
6.***	Costs for additional programming works / Papildomų programavimo darbų kaina	Hour / Valanda	300	100	30 000
7.	Costs for data migration / Duomenų migravimo kaina	Set / Vnt.	1	11 250	11 250
Pasiūlymo kaina, Eur be PVM ¹¹ / Total Tender price in EUR, excluding VAT ¹²					198 000
PVM / VAT, Eur**					0***
Pasiūlymo kaina, Eur su PVM ¹³ / Total Tender price in EUR, including VAT ¹⁴					198 000

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

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

***EU reverse charge mechanism applies to supply of these services issued on a B2B basis: the buyer is liable to account for the local VAT.

***„Paslaugų kainos“ lentelės eilutėse Nr.5 ir Nr.6 nurodytos Paslaugos bus perkamos pagal poreikį, todėl atsiskaitoma pagal faktinį kiekį ir Paslaugų teikėjo nurodytus įkainius. Perkamų Paslaugų kiekis priklausys nuo faktinių užsakymų ir poreikių, Sutarties galiojimo metu. Sąskaitos bus išrašomos kartu su mėnesiniu mokesčiu.

/Services indicated in lines No. 5 and No. 6 of the Table No. 1 “Service Prices” shall be purchased on demand, paying therefore based on the actual quantity and the rates specified by the Service Provider. The scope of the purchased Services shall depend on the actual orders and needs, however, during the validity period of the Contract. The costs will be invoiced together with the monthly fee.

Kartu su pirminiu pasiūlymu pateikiami šie dokumentai:/ The following documents shall accompany the initial proposal:

Eil. Nr. Item No.	Privalomi pateikti dokumentai/ Mandatory documents to be submitted	Dokumento puslapių skaičius/ Number of pages of the document
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¹¹ Tai nėra Perkančiojo subjekto įsipareigojimas Laimėjusiam Tiekėjui sumokėti nurodytą sumą Sutarties galiojimo laikotarpiu ir bus naudojama tik Pasiūlymų vertinimui ir palyginimui. Laimėjusiam Tiekėjui bus sumokama tik už faktišką kiekį.

¹² This is not the Contracting entity's obligation to pay the specified amount to the Winning Supplier during the term of the Contract and will be used only for the evaluation and comparison of the Tenders. The winning Supplier will be paid for the actual acquired quantity only.

¹³ Pasiūlymo kaina Eur su PVM turi apimti visas išlaidas, visus mokesčius ir apmokestinimus, mokėtinus pagal galiojančius Lietuvos Respublikos įstatymus.

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

¹⁴ The price of the Tender in EUR including VAT must encompass all the costs, all taxes and rates, payable in accordance with the valid laws of the Republic of Lithuania.

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

1.	Q1: IT projektų vadovo patirtis (sėkmingai įgyvendintų KG registrų projektų skaičius)/ Q1: IT Project manager experience (number of successfully implemented projects for Registries for GOs)	19
2.	Q2: Sistemos architekto patirtis (Sistemos architekto patirtis (sėkmingai sukurtų ir įgyvendintų registrų prijungimų prie AIB ir (arba) ERGaR platformų skaičius) / Q2: System architect experience (number of successfully developed and implemented connections for Registries to AIB hub and / or ERGaR hub)	16
3.	Q3: Trumpesnis problemos nustatymo ir išsprendimo laikas/ Q3: Shorter issue fixing provision time	YES

4.	PASIŪLYMO GALIOJIMO TERMINAS	TENDER VALIDITY TERM
4.1.	Pasiūlymas galioja 3 mėnesius nuo Pasiūlymo pateikimo termino pabaigos.	The Tender is valid for 3 months since the final deadline for submission of the Tender .
5.	KONFIDENCIALI INFORMACIJA	CONFIDENTIAL INFORMATION
5.1.	Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija ¹⁵ , tačiau Tiekėjas gali nurodyti, kad tam tikra jo Pasiūlyme pateikta informacija yra konfidenciali atitinkamus dokumentus arba informaciją pažymėdamas žyma „KONFIDENCIALU“. Bet koku atveju, visą Pasiūlymo konfidencialią informaciją Perkančiojo subjekto prašymu privalės nurodyti <u>galimas</u>	The entire Tender of the Supplier may not be considered confidential ¹⁷ , but the Supplier may indicate that certain information provided in the Tender is confidential by marking the respective documents or information as “CONFIDENTIAL”. In any case, all Confidential information of the Tender must be provided <u>by the potential winner / winner</u> at the request of the Contracting Entity by completing Annex No. 7

¹⁵ Vadovaujantis PĮ 32 straipsnio 2 dalimi, konfidencialia negalima laikyti informacijos:

1) jeigu tai pažeistų įstatymų, nustatančių informacijos atskleidimo ar teisės gauti informaciją reikalavimus, ir šių įstatymų įgyvendinamųjų teisės aktų nuostatas;

2) jeigu tai pažeistų PĮ 46 ir 68 straipsniuose ir 94 straipsnio 9 dalyje nustatytus reikalavimus dėl paskelbimo apie sudarytą pirkimo sutartį, kandidatų ir dalyvių informavimo, laimėjusio dalyvio pasiūlymo, sudarytos pirkimo sutarties, preliminarosios sutarties ir šių sutarčių pakeitimų paskelbimo, įskaitant informaciją apie pasiūlyme nurodytą prekių, paslaugų ar darbų kainą, išskyrus jos sudedamąsias dalis;

3) pateiktos tiekėjų pašalinimo pagrindų nebuvimą, atitiktį kvalifikacijos reikalavimams, kokybės vadybos sistemos ir aplinkos apsaugos vadybos sistemos standartams patvirtinančiuose dokumentuose, išskyrus informaciją, kurią atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis, – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti;

4) informacijos apie pasitelktus ūkio subjektus, kurių pajėgumais remiasi tiekėjas, ir subtiekęs – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti.

¹⁷ Pursuant to Article 32 (2) of the LP, the information cannot be considered confidential¹⁷:

1) if that would violate the provisions of the laws establishing the requirements for disclosure of information or the right to receive information, and the legal acts implementing these laws;

2) if that would violate the requirements set out in Articles 46 and 68 and Article 94 (9) of LP regarding the announcement of the concluded procurement contract, informing of candidates and tenderers, publication of the tender of the Successful Tenderer, concluded contract, draft contract and amendments to these contracts, including information on the price of the goods, services or works specified in the tender, except for its components;

3) provided in the documents certifying the absence of grounds for exclusion of suppliers, compliance with the qualification requirements, quality management system and environmental management system standards, except for information the disclosure of which would violate the obligations of the supplier under contracts concluded with third parties, in so far as this information is necessary for the protection of the supplier's legitimate interests;

4) information on the economic operators whose capacities are relied on by the Supplier and subcontractors, in so far as this information is necessary for the Supplier to protect its legitimate interests.

	<p>laimėtojas/laimėtojas užpildant SPS 7 priedą „Konfidenciali informacija“ ir pateikti šios informacijos konfidencialumą pagrindžiančius dokumentus. Nepateikus prašomos informacijos ar konfidencialumo pagrindimo, bus laikoma, kad visa Pasiūlymą¹⁶ sudaranti informacija nėra konfidenciali, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.</p> <p>Perkantysis subjektas negali tretiesiems asmenims atskleisti iš tiekėjų gautos informacijos, kurią jie nurodė kaip konfidencialią, išskyrus atvejus, kai Pasiūlymo informacija negali būti konfidenciali kaip nurodyta šios Pasiūlymo formos 5.2. punkte arba kai Tiekėjas buvo paprašytas pagrįsti Pasiūlymo informacijos konfidencialumą ir per Perkančiojo subjekto nustatytą terminą to nepadare.</p>	<p>of the SPC “Confidential Information” and providing documentation justifying the confidentiality of this information. Failure to provide the requested information or confidentiality justification will result in all information constituting the Tender¹⁸ being considered non-confidential, except for information the disclosure of which is not permitted under the Law on the Legal Protection of Personal Data.</p> <p>The Contracting Entity may not disclose to third parties the information received from the suppliers, which they have indicated as confidential except for cases where the information of the Tender cannot be confidential as indicated in point 5.2. of this Tender form or when the Supplier was requested to provide justification for the confidentiality of the information in the Tender and did not do so within the deadline set by the Contracting Entity.</p>
5.2.	<p>Mums žinoma, kad <u>Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju privalo būti viešinama</u> vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos¹⁹ (toliau – VPT) bei teismų formuojama praktika.</p>	<p>We know that in <u>the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public</u> in case of winning the Procurement in accordance with the provisions of the legal acts regulating public procurement and the practice established by the Public Procurement Office²⁰ (hereinafter - PPO) and courts.</p>

Lentelė Nr. 1 / Table No. 1

Eil. Nr. / No.	Su Paraiška/Pasiūlymu pateikiama informacija	Information provided in the Application / Tender	Viešinimo pagrindas	Grounds for publicity
1.	Užpildyta Paraiškos/Pasiūlymo forma	Filled in form of the Application / Tender	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
2.	Informacija apie ūkio subjektus, kurių pajėgumais remiamasi, subtiekiejus ir kvazisubtiekiejus	Information about the Economic operators whose capacities will be relied on, Sub-suppliers and Quasi sub-suppliers	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.

¹⁶ **Pasiūlymas** – pagal Perkančiojo subjekto nustatytas Sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

¹⁸ **Tender** - a set of documents and data submitted by the Supplier in writing in accordance with the Terms and Conditions set by the Contracting Entity, by which it is proposed to supply goods, provide services or perform works.

¹⁹ Daugiau apie konfidencialumą viešuosiuose pirkimuose VPT parengtoje metodikoje: http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

²⁰ You may find more on confidentiality in public procurement in information prepared in Lithuanian language by Public Procurement office:

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

3.	Tiekėjo EBVPD ir pagrindžiantys dokumentai	Supplier's ESPD and supporting documents	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, kad tiekėjo duomenys apie pašalinimo pagrindų buvimą/nebuvimą, kvalifikaciniai duomenys, kuriais tiekėjas remiasi siekdamas laimėti viešąjį pirkimą, negali būti laikomi konfidencialia informacija, išskyrus tokius kvalifikaciją pagrindžiančius dokumentus, kuriuos atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis (PĮ 32 str. 2 d. 3 p.) arba informacijos atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, that states that the Supplier's data on the existence / absence of grounds for exclusion, the qualification data on which the supplier relies on in order to win the public procurement, cannot be considered confidential, except for such qualification documents, the disclosure of which would violate the Supplier's obligations under contracts with third parties (Article 32 (2) point 3 the LP) or disclosure of information is not possible under the Law on the Legal Protection of Personal Data.
4.	Prekių, paslaugų ar darbų kaina/įkainiai	Price / rates of goods, services or works	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, išskyrus įkainių sudedamąsias dalis.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, except for the components of the price rates.
5.	Atitikties Techninės specifikacijos reikalavimams lentelė	Table of compliance with the requirements of the Technical Specification	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law.

5.3.	Pasirašydamas šį Pasiūlymą, tvirtintu visų kartu su Pasiūlymu pateikiamų dokumentų tikrumą.	By signing this Tender, I certify the authenticity of all documents submitted with the Tender.
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Managing Director of Grexel Systems Oy

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

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

Pasiūlymo formos 1 priedas

Annex No 1 to tender form

**FOR THE PROVISION OF IT SERVICE FOR THE REGISTRY OF GUARANTEES OF ORIGIN FOR GAS,
ITS IMPLEMENTATION, MAINTENANCE AND SUPPORT**

**DUJŲ, PAGAMINTŲ IŠ ATSINAUJINANČIŲ ENERGIJOS IŠTEKLIŲ, KILMĖS GARANTIJŲ REGISTRO
IT PASLAUGOS TEIKIMO ĮGYVENDINIMAS, PALAIKYMAS IR PRIEŽIŪRA**

FULLFIMENT OF MANDATORY REQUIREMENTS

PRIVALOMŲ FUNKCIONALUMŲ ĮGYVENDINIMAS

Annex: Table D

Priedas: D lentelė

Requirement ID / Funkcionalumo Nr.	Description of requirement	Funkcionalumo paaiškinimas	The requirement is fulfilled (Y) / Reference to the available documentation, visual material, information, etc, indicating compliance with the requirement / Funkcionalumas įgyvendintas (T) / Nuoroda į atitinkamą dokumentaciją, vizualinę medžiagą, informaciją, kita, parodančią funkcionalumo atitiktį	The requirement will be fulfilled by the date the Registry for GOs becomes operational ²² / Funkcionalumas bus įgyvendintas KG Registro paslaugų teikimo datai ¹
H.1.	The Registry is built in line with Renewable Energy Directive (RED) requirements, CEN EN16325 standard and other relative EU and national legislation including Law on Energy from Renewable Sources by Republic of Lithuania (12 May 2011, No XI-1375 including further amendments); the Order of the Minister of Energy of the Republic of Lithuania No 1-158 of 21 May 2019, On the approval of the rules for the issue, transfer and cancellation of the guarantees of origin of gas produced from renewable energy resources, and for supervision and control of the use of guarantees of origin, and for the recognition of guarantees of origin issued by other member states in the Republic of Lithuania with further amendments of 15 December 2023, Nr. 1-380, 22 July 2022, Nr. 1-239, 1 June 2020, Nr. 1-139, etc., as for the date of submission of Initial proposals.	Registras veikia pagal Atsinaujinančios energijos išteklių direktyvos (RED) reikalavimus, CEN EN16325 standartą ir kitus susijusius ES ir nacionalinius teisės aktus, įskaitant Lietuvos Respublikos atsinaujinančių išteklių energetikos įstatymą (2011 m. gegužės 12 d., Nr. XI-1375, su vėlesniais pakeitimais); Lietuvos Respublikos energetikos ministro 2019 m. gegužės 21 d. įsakymą Nr. 1-158 „Dėl dujų, pagamintų iš atsinaujinančių energijos išteklių, kilmės garantijų išdavimo, perdavimo ir panaikinimo, kilmės garantijų naudojimo priežiūros ir kontrolės bei kitų valstybių narių išduotų kilmės garantijų pripažinimo Lietuvos Respublikoje taisyklių patvirtinimo“ su vėlesniais pakeitimais (2023 m. gruodžio 15 d., Nr. 1-380, 2022 m. liepos 22 d. Nr. 1-239, 2020 m. birželio 1 d. Nr. 1-139, ir kiti), Pirminių pasiūlymų pateikimo datai.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	
H.2.	The Registry has to be an online application accessible via an Internet Browser (at least, Mozilla Firefox, Google Chrome and Microsoft Edge).	Registras turi būti pasiekiamas per interneto naršyklę (bent jau „Mozilla Firefox“, „Google Chrome“ ir „Microsoft Edge“).	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1)	
H.3.	The Participant is able to use an Internet Browser and navigate to the Registry's URL.	Dalyvis naudodamas interneto naršyklę gali pereiti prie registro URL adreso.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1)	

²² As provided in point 3 part 1) of the Technical Specification, except connection to AIB hub and ERGaR hub as specified in point 3 part 2) / Kaip nurodyta Techninės specifikacijos 3 punkto 1) dalyje, išskyrus prijungimą prie AIB platformos ir ERGaR platformos, kaip nurodyta 3 punkto 2) dalyje.

H.4.	The Registry has multifactor authentication for user authentication.	Registras turi kelių veiksmų naudotojo autentifikavimą.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.4.8)	
H.5.	Menu option system for authenticated users has to be provided.	Turi būti numatyta meniu parinkčių sistema autentifikuotiems naudotojams.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.6)	
H.6.	Metered data: to receive renewable gas production and consumption metered data provided by the Participant or Meter data provider authorised by Amber Grid or by Amber Grid to be uploaded / or filled into the Registry and assigned to the appropriate Production Device and Consumption point.	Apskaitos duomenys: gauti atsinaujinančiųjų dujų gamybos ir vartojimo apskaitos duomenis, kuriuos pateikia „Amber Grid“ įgaliojamas asmuo arba apskaitos duomenų teikėjas arba „Amber Grid“, kad jie būtų įkelti arba suvesti į Registrą, ir priskirti atitinkamam gamybos įrenginiui arba vartojimo taškui.	G-REX API Manual (See link Certificate creation API from open API documentation) G-REX AH User Manual (Chapter 6)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
H.7.	If metered data has to be entered manually into the Registry, data entry shall be available to Issuing Body.	Jei apskaitos duomenis į Registrą reikia įvesti rankiniu būdu, duomenų įvedimas turi būti prieinamas Paskirtajam subjektui.	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 6)	
H.8.	The Service provides well defined application programming interfaces (Web Services based API) to push and pull data from the Registry.	Paslauga suteikia aiškiai apibrėžtas taikomųjų programų programavimo sąsajas (žiniatinklio paslaugomis pagrįstą API), skirtas perkelti į ir ištraukti duomenis iš Registro.	The requirement is fulfilled (Y) G-REX API Manual G-REX Solution Description (Chapter 2.3.8)	
H.9.	The data exchange interfaces for the Registry shall be designed in such a way that they are compatible with the following:	Registro duomenų mainų sąsajos turi būti sukurtos taip, kad būtų suderinamos su:	The requirement is fulfilled (Y) G-REX API Manual (See link Certificate creation API from open API documentation)	
H.9.1.	Transport protocols for data exchange formats:	Duomenų mainų formatų perdavimo protokoliai:	The requirement is fulfilled (Y) G-REX API Manual (See link Certificate creation API from open API documentation)	
a)	All API shall use secure transport protocols (i.e. – HTTPS) equivalent to transport layer security for interactive data exchange;	Visose API interaktyviems duomenų mainams turi būti naudojami saugūs transporto protokolai (t. y. - HTTPS), atitinkantys transporto lygmens saugumą;	The requirement is fulfilled (Y) G-REX API Manual (Open API Documentation)	

b)	The Registry has to ensure GOs transfer file structure EECS <i>Rules latest</i> version support, in accordance with EECS rule subsidiary document HubCom.	Registras turi užtikrinti KG perdavimo failų struktūros palaikymą pagal EECS <i>naujausią</i> versiją, kaip numatyta EECS taisyklių pagalbiniame dokumente HubCom.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	
H.9.2.	Other requirements for data exchange:	Kitais keitimosi duomenimis reikalavimais:	The requirement is fulfilled (Y)	
a)	Data quality control must be ensured. Data exchange interfaces shall incorporate controls that verify that the data is consistent with the intended structure and contain values within the allowed range of values;	Turi būti užtikrinta duomenų kokybės kontrolė. Duomenų mainų sąsajose turi būti įdiegtos kontrolės priemonės, kuriomis tikrinama, ar duomenys atitinka numatytą struktūrą ir ar jų vertės atitinka leidžiamą verčių intervalą;	The requirement is fulfilled (Y) E.g. G-REX AH User Manual Chapter 1.8.4	
b)	Auditing of data requests shall be ensured. The Registry shall keep information on all data exchange cases carried out, including both manually called and automatic;	Turi būti užtikrintas duomenų užklausų auditas. Registras saugo informaciją apie visus įvykdytus keitimosi duomenimis atvejus, įskaitant tiek rankiniu būdu iškvieštus, tiek automatinius;	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 2.3.6.1) G-REX AH Manual (Chapter 4.1) / IB Manual (Chapter 4.3)	
c)	Data exchange interfaces shall be designed in such a way that the Registry can continue to be used in case related systems are not available.	Keitimosi duomenimis sąsajos turi būti suprojektuotos taip, kad Registru būtų galima naudotis ir tuo atveju, jei nebūtų galima naudotis susijusiomis sistemomis.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.4)	
H.10.	The Registry must be connected to AIB hub for exchange of GOs with other registries connected to AIB hub.	Registras turi būti prijungtas prie AIB platformos ir keistis duomenimis su kitais registrais, prisijungusiais prie AIB platformos.	G-REX Solution Description (Chapter 0 and 1)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
H.11.	The Registry must be connected to ERGaR hub for exchange of GOs with other registries connected to ERGaR hub.	Registras turi būti prijungtas prie ERGaR platformos ir keistis su kitais registrais, prisijungusiais prie ERGaR platformos.	G-REX Solution Description (Chapter 0) G-REX IB Manual (Appendix 2: ERGaR Import/Export)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
H.12.	The Service includes all necessary hardware, software licenses, third-party services, and data communication required to run the service.	Paslauga apima visą būtiną techninę įrangą, programinės įrangos licencijas, trečiųjų šalių paslaugas ir duomenų perdavimą, reikalingą paslaugai teikti.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 2)	
H.13.	The Service Provider provides all historic data from the Registry for GOs to Amber Grid after completion of the contract in the format agreed with Amber Grid.	Paslaugų teikėjas užtikrina, kad visi istoriniai KG registro duomenys būtų perduoti „Amber Grid“ pasibaigus Sutarties galiojimo terminui su „Amber Grid“ sutartu formatu.	G-REX Solution Description (Chapter 6.1)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
H.14.	The Service Provider provides disaster recovery plan, which would include backups, failovers	Paslaugų teikėjas pateikia atkūrimo po nelaimės planą, kuris apimtų atsargines	The requirement is fulfilled (Y)	

	and ensures data recovery before the start the Registry operational.	kopijas, nepateiktus duomenis ir užtikrintų duomenų atkūrimą, prieš pradedant Registro paslaugų teikimą.	G-REX Solution Description (Chapter 4.2)	
H.15.	The Registry has role-based access control for access management: • The level of access and access should be controlled by roles or policies, •The management of roles and policies should be possible through a graphical user interface.	Registro prieigai valdyti taikoma vaidmenimis pagrįsta prieigos kontrolė: • Prieigos lygis ir prieiga turėtų būti kontroliuojami pagal vaidmenis arba politiką; • Vaidmenis ir politikas turėtų būti galima valdyti per grafinę naudotojo sąsają.	The requirement is fulfilled (Y) G-REX IB/AH User Manual (Appendix: Access Rights)	
I.1.	The Service Provider must implement the customization and configuration of the Registry in order to ensure the compliance of the Registry with the requirements of the Tender.	Paslaugų teikėjas turi įgyvendinti Registro pritaikymą ir konfigūravimą, kad užtikrintų Registro atitiktį Pirkimo konkurso reikalavimams.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.2)	
I.2.	The Registry shall utilise Responsive Design principles to be accessible from devices with different screen resolutions and devices used.	Registras turi naudoti „Responsive Design“ (Prisitaikančio dizaino) principus, kad būtų pasiekiamas iš skirtingos ekrano raiškos įrenginių ir naudojamų prietaisų.	The requirement is fulfilled (Y) G-REX AH Manual (Chapter 1.8.3.11)	
I.3.	The Registry should be built in line with the AIB EECS Rules as for the date of submission of Initial proposals.	Registras turi būti sukurtas ir atitikti AIB EECS taisyklės Pirminio pasiūlymo pateikimo datai.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	
I.4.	The Registry should be built in line with ERGaR CoO scheme rules (hereinafter – ERGaR CoO) as for the date of submission of Initial proposals.	Registras turi būti sukurtas ir ERGaR CoO schemas (toliau - ERGaR CoO schema) taisyklės Pirminio pasiūlymo pateikimo datai.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 0.2)	
F.1.	The Registry must ensure functionalities of issue, transfer, withdraw, cancel and manage (expire, etc.) approx. 2 million GOs per one year ²³ .	Registras turi užtikrinti KG išdavimą, perleidimą, atšaukimą, panaikinimą ir išlaikymą (pasibaigus galiojimui ir pan.) apie 2 mln. KG per metus ²⁴ .	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 2.3.4.2)	
F.2.	The Registry must ensure GOs exchange between the registries that are connected to the AIB hub.	Registras turi užtikrinti KG apsikeitimą tarp registry, prisijungusių prie AIB platformos.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	

²³ The number of GOs transactions is preliminary.

²⁴ KG skaičius yra preliminarus.

F.3.	The Registry must ensure GOs exchange between the registries that are connected to the ERGaR hub.	Registras turi užtikrinti KG apsikeitimą tarp registru, prisijungusių prie ERGaR platformos.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 0.2) G-REX IB Manual (Appendix 2: ERGaR Import/Export)	
F.4.	The GOs can only be issued when a Production device has been registered in the Registry.	KG gali būti išduodamos tik tada, kai gamybos įrenginys yra įregistruotas Registre.	The requirement is fulfilled (Y) G-REX IB User Manual (Chapter 9)	
F.5.	The GOs must be able to ensure adding Label information to the GOs in accordance with EECS rules.	Turi būti užtikrinta, kad į KG būtų galima įtraukti papildomą informaciją (Label information) pagal EECS taisykles.	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 5.2) (License attributes are configurable)	
F.6.	Several Production devices can be registered by the same Account holder.	Paskyros valdytojas gali užregistruoti kelis gamybos įrenginius toje pačioje paskyroje.	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 5.3)	
F.7.	The same user can have access to one or more accounts in the Registry for GOs.	Tas pats Naudotojas gali turėti prieigą prie vienos ar daugiau Registro paskyrų.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.7.2)	
F.8.	The following additional attributes must be available to the GOs attributes: a. Lower calorific value b. Higher calorific value c. Feedstock d. Country of origin of feedstock e. CO2 information f. Certification Scheme name g. Proof of Sustainability (PoS) number h. Additional attribute(s) / information.	KG turi būti pateikiami duomenys: a. Žemutinis šilumingumas, b. Viršutinis šilumingumas c. Žaliavos d. Žaliavų kilmės šalis e. Informacija apie CO2 f. Sertifikavimo schemos pavadinimas g. Tvarumo sertifikato (PoS) numeris h. Papildomas (-i) požymis (-iai) / informacija.	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 5.2) (License attributes are configurable)	
F.9.	Availability to provide the additional attributes in accordance with EECS rules, for example, section O8 (as free text).	Galimybė pateikti papildomus požymius (duomenis) pagal EECS taisykles, pavyzdžiui, O8 skirsnį (kaip laisvą tekstą).	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 5.2) (License attributes are configurable)	

F.10.	In accordance with national legislative provisions, the Registry will have availability to enter metering data for the Consumption points in the Domain (free text format). When cancelling GO for all purposes, except disclosure, the following data entries will be available: a. Consumption point ID, name, location, country, b. Number of cancelled GOs and consumption period, c. Name of beneficiary, type of beneficiary, d. Usage category, e. Sustainability related data, f. Purpose of cancelation, etc.	Pagal nacionalinių teisės aktų nuostatas, Registre turi būti galimybė įvesti suvartojimo duomenis vartojimo vietose Domene (laisvas tekstas). Atliekant KG panaudojimą, išskyrus jei tai skirta įrodyti atsinaujinančios energijos kilmei, turi būti galima pateikti duomenis: a. Vartojimo vietos nr., pavadinimas, vieta, šalis, b. Panaudotų KG kiekis ir suvartojimo laikotarpis, c. Galutinio vartotojo pavadinimas, galutinio vartotojo tipas, d. Vartojimo kategorija, e. Su tvarumu susiję duomenys, f. Panaudojimo tikslas, kita.	G-REX AH User Manual (Chapter 3.4.1.1)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
F.11.	The Registry issues GOs that contain information, which is described in EECS Rules, section C3.5.4.	Registras išduoda KG, ir pateikiama informacija, aprašyta EECS taisyklių C3.5.4 skirsnyje.	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 5.2) (License attributes are configurable)	
F.12.	It is possible to define in the System which fields are optional, and which are mandatory.	Sistemoje galima nustatyti, kurie laukai yra neprivalomi, o kurie - privalomi.	The requirement is fulfilled (Y) G-REX AH/IB User Manual (Chapter 5.2) (License attributes are configurable)	
F.13.	All historical data in the Registry will be retained for the Issuing Body.	Istoriniai duomenys Registre saugomi Paskirtajam subjektui.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 2.3.6.1.) G-REX AH User Manual (Chapter 4.1), IB Manual (Chapter 4.3)	
F.14.	The Registry can issue and administrate hydrogen GOs.	Registras gali išduoti ir administruoti vandenilio KG.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	

F.15.	Automatic data exchange with AIB hub must be ensured at least with the interval of once per hour.	Turi būti užtikrintas automatinis duomenų keitimasis su AIB platform bent kartą per valandą.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1) G-REX AH/IB User Manual (Chapter 5.2) (License attributes are configurable)	
F.16.	Data exchange with ERGaR hub must be ensured.	Turi būti užtikrintas keitimasis duomenimis su ERGaR platforma.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 0.2) G-REX IB Manual (Appendix 2: ERGaR Import/Export)	
F.17.	Generate GOs reports with aim to ensure statistics based on EECS Rules requirements. Expired GOs are not deleted from the database. They can still be evaluated for statistical purposes by the user or Amber Grid via reports.	Suformuoti KG ataskaitas, siekiant pateikti statistiką, atitinkančią EECS taisyklių reikalavimus. Nebegaliojančios KG iš duomenų bazės nėra ištrinamos. Naudotojas arba „Amber Grid“ gali jas įvertinti statistikos tikslais, naudodamasis ataskaitomis.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	
F.18.	The Registry shall allow end-user to apply data filtering functionality and select data for download. User should be able to view and filter various kind of GOs reports with aim to ensure statistics based on EECS Rules requirements, GOs transactions, etc.	Registras turi leisti galutiniam naudotojui taikyti duomenų filtravimo funkciją ir pasirinkti duomenis atsisiuntimui. Naudotojas turi turėti galimybę peržiūrėti ir rūšiuoti įvairias KG ataskaitas pagal EECS taisyklių reikalavimus, KG transakcijas, kita.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.8.3), IB Manual (Chapter 1.7.3)	
F.19.	User should be able to filter data according to date via calendar menu.	Naudotojas turėtų turėti galimybę filtruoti duomenis pagal datą per kalendoriaus meniu.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.8.3.10), IB Manual (Chapter 1.7.4.5)	
F.20.	The Registry should provide the ability to export data (reports) from the System in Microsoft Office (XLSX) and (or) PDF formats.	Registras turėtų suteikti galimybę eksportuoti duomenis (ataskaitas) iš Sistemos Microsoft Office (XLSX) ir (arba) PDF formatais.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 2.3), IB Manual (Chapter 2.2)	

N.1.	The user interface must be simple, intuitive, ergonomic, flexible and secure web-based interface for Issuing Body and Account holders.	Naudotojo sąsaja turi būti paprasta, intuityvi, ergonomiška, lanksti ir saugi internetinė sąsaja Paskirtajam subjektui ir Paskyrų valdytojams.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.8)	
N.2.	The user interface must be available in Internet Browser environment, it must support the latest versions of at least Mozilla Firefox, Microsoft Edge and Google Chrome web browsers. The Registry interface shall support Responsive Design guidelines.	Vartotojo sąsaja turi būti prieinama interneto naršyklės aplinkoje, ji turi palaikyti bent naujausias „Mozilla Firefox“, „Microsoft Edge“ ir „Google Chrome“ interneto naršyklių versijas. Registro sąsaja turi atitikti „Responsive Design“ (Prisitaikančio dizaino) gaires.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.4.2.1 & Chapter 1.8)	
N.3.	The Registry must provide a functionality for initiating different functions / calling different windows simultaneously, without interrupting different operations in progress.	Registro sąsaja turi užtikrinti galimybę vienu metu inicijuoti skirtingas funkcijas / iškviešti skirtingus langus, nepertraukiant skirtingų vykdomų operacijų.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.4)	
N.4.	The Registry user interface must be at least in English.	Registro naudotojo sąsaja turi būti bent jau anglų kalba.	The requirement is fulfilled (Y) G-REX AH User Manual (Chapter 1.4.6.2)	
N.5.	User manual language for Account holder has to be at least in English.	Naudojimosi sistema vadovo kalba, skirta Paskyrų valdytojams, turi būti bent jau anglų kalba.	The requirement is fulfilled (Y) User manuals provided	
N.6.	User manual language for Issuing Body has to be at least in English.	Naudojimosi sistema vadovo kalba, skirta Paskirtajam subjektui, turi būti bent jau anglų kalba.	The requirement is fulfilled (Y) User manuals provided	
N.7.	The Service Provider must comply with all applicable security requirements and practices described in Principles and Rules of Operation of the AIB and other applicable AIB documents (rules, codes, practices).	Paslaugų teikėjas privalo laikytis visų taikomų saugumo reikalavimų ir praktikos, aprašytų AIB veiklos principuose ir taisyklėse bei kituose taikomuose AIB dokumentuose (taisyklėse, kodeksuose, praktikoje).	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.1)	
N.8.	Documented procedures must be applied for handling security incidents, they must include pre-defined roles and responsibilities and an automated call process to escalate security incidents. Formal risk mitigation procedures must include conducting an appropriate investigation, and	Turi būti taikomos dokumentuotos saugumo incidentų nagrinėjimo procedūros, jos turi apimti iš anksto apibrėžtus vaidmenis ir atsakomybę bei automatizuotą pranešimų procesą, skirtą saugumo incidentams eskaluoti.	The requirement is fulfilled (Y) G-REX Solution Description (Chapters 4.3, 4.4, 7, 7.3)	

	where in case of the Service Provider infrastructure serving Amber Grid's data breach, it must be disclosed to Amber Grid immediately.	Rizikos mažinimo procedūros turi apimti atitinkamo tyrimo atlikimą, o tuo atveju, kai Paslaugų teikėjo infrastruktūroje, teikiančioje paslaugas „Amber Grid“ duomenis, įvyksta pažeidimas, apie tai turi būti nedelsiant pranešta „Amber Grid“.		
N.9.	<p>The Registry will store the following audit records:</p> <ol style="list-style-type: none"> 1) Faults: system faults and security events for servers and network devices; 2) Login history: history of all login attempts, including username, success / failure and time / date; 3) User setup audit trail: logs of user creation or deletion; 4) Data access: logs username, time/date; 5) Log data; 6) Use of administrator rights; 7) Changes in access rights; 8) System configuration changes; 9) Changes in system/network; 10) Parameters, time, and/or date; 11) Enabling/disabling event logging functions; 12) Deleting, creating, and/or modifying events. 	<p>Registre bus saugomi audito įrašai:</p> <ol style="list-style-type: none"> 1) Gedimai: sistemos gedimai ir serverių bei tinklo įrenginių saugumo įvykiai; 2) Prisijungimo istorija: visų bandymų prisijungti istorija, įskaitant vartotojo vardą, prisijungta / neprijungta ir laiką / datą; 3) Naudotojo sąrankos audito seka: naudotojo sukūrimo arba ištrynimo žurnalai; 4) Prieiga prie duomenų: registruoja naudotojo vardą, laiką / datą; 5) Žurnalų duomenys; 6) Administratoriaus teisių naudojimas; 7) Prieigos teisių pakeitimai; 8) Sistemos konfigūracijos pakeitimai; 9) Sistemos ir (arba) tinklo pakeitimai; 10) Parametrai, laikas ir (arba) data; 11) Įvykių registravimo funkcijų įjungimas / išjungimas; 12) Įvykių ištrynimasis, kūrimas ir (arba) keitimas. 	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 2.3.6.1) G-REX AH Manual (Chapter 4.1), IB Manual (Chapter 4.3)</p>	
N.10.	The Registry must provide a functionality to protect audit records from unauthorized or accidental changes.	Registre turi būti numatyta audito įrašų apsaugos nuo neleistinų ar atsitiktinių pakeitimų funkcija.	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 4)</p>	
N.11.	The application administrators must be able to review audit records in GUI.	Programos administratoriai turi turėti galimybę peržiūrėti audito įrašus GUI.	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 2.3.6.1) G-REX AH Manual (Chapter 4.1), IB Manual (Chapter 4.3)</p>	

N.12.	The audit records feature and full access to audit records should be available to Issuing Body and the Registry Contractor.	Audito įrašų funkcija ir visiška prieiga prie audito įrašų turi būti prieinama Paskirtajam subjektui ir Registro paslaugos teikėjui.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 2.3.6.1) G-REX AH Manual (Chapter 4.1), IB Manual (Chapter 4.3)	
N.13.	System communications must be served over the TLS (HTTPS) with an Elliptic Curve Cryptography cipher suite named "NistP384" and AES 256-bit encryption. Deprecated cryptographic mechanisms must be disabled. TLS version must be used 1.2 (or higher if developed).	Sistemos ryšys turi būti palaikomas per TLS (HTTPS) su elipsinės kreivės kriptografijos šifrų rinkiniu „NistP384“ ir AES 256 bitų šifravimu. Nusidėvėję kriptografiniai mechanizmai turi būti išjungti. Turi būti naudojama TLS versija 1.2 (arba aukštesnė, jei sukurta).	The requirement is fulfilled (Y) TLS 1.2 (minimum) in use	
N.14.	A tiered network design must be used. Environment must enforce firewall segregation between tiers (presentation, application, and data), the Internet, and the internal Service Provider network. The platform and infrastructure must be reviewed on a regular basis to assess compliance with the industry security best practices.	Turi būti naudojama pakopinė tinklo konstrukcija. Aplinka turi užtikrinti ugniasienės atskyrimą tarp lygmenų (pateikimo, taikomųjų programų ir duomenų), interneto ir vidinio paslaugų teikėjo tinklo. Platforma ir infrastruktūra turi būti reguliariai peržiūrimos siekiant įvertinti, ar laikomasi geriausios pramonės saugumo praktikos.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 3.2 & 4)	
N.15.	Access to the Registry must be controlled by multifactor authentication mechanisms. User sessions are terminated after 30 minutes of inactivity.	Prieiga prie Registro turi būti kontroliuojama taikant kelių veiksmų autentifikavimo mechanizmus. Vartotojo sesijos nutraukiamos po 30 minučių neaktyvumo.	The requirement is fulfilled (Y) G-REX AH Manual (Chapter 1.4.8) Automatic logout is 30min	
N.16.	Access to data must be provided only to users formally authorized by Issuing Body or Account holder. Each user must be provided with unique user login.	Prieiga prie duomenų turi būti suteikiama tik naudotojams, kuriuos oficialiai įgaliojo Paskirtasis subjektas arba Paskyros valdytojas. Kiekvienam naudotojui turi būti suteiktas unikalus naudotojo prisijungimo vardas.	The requirement is fulfilled (Y) G-REX AH Manual (Chapter 1.5 & 7), IB Manual (Chapter 1.4 & 7)	
N.17.	Service Provider and hosting (data center) Services Providers (if used) must be certified according to ISO 27001 or equivalent requirements.	Paslaugų teikėjas ir savininko (hosting) (duomenų centro) paslaugų teikėjai (jei naudojami) turi būti sertifikuoti pagal ISO 27001 arba lygiavertčius reikalavimus.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	

N.18.	User's data must be stored in data centres (whether it is Service Provider's or third parties') located in a member state of the European Union, the European Free Trade Association, the North Atlantic Treaty Organization or the Organization for Economic Cooperation and Development.	Naudotojo duomenys turi būti saugomi duomenų centruose (tiek Paslaugų teikėjo, tiek trečiųjų šalių), esančiuose ES, Europos laisvosios prekybos asociacijos, Šiaurės Atlanto sutarties organizacijos arba Ekonominio bendradarbiavimo ir plėtros organizacijos valstybėje narėje.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	
N.19.	Provider for hosting uses at least (https://uptimeinstitute.com/tiers) tier 3 certified data center.	Savininko paslaugų teikėjas (Provider for hosting) naudoja bent(https://uptimeinstitute.com/tiers) trečios pakopos sertifikuotą duomenų centrą.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	
N.20.	Access to the Registry via the public Internet must be secured via TLS. Protection of the perimeter of the environment must be provided (e.g. by firewalls, IDS/IPS systems, etc.). Service Provider must at least track communications (failed and successful access attempts) and apply other security measures in order to protect data confidentiality and integrity.	Prieiga prie Registro per viešąjį internetą turi būti apsaugota naudojant TLS. Turi būti užtikrinta aplinkos perimetro apsauga (pvz., ugniasienėmis, IDS/IPS sistemomis ir t. t.). Paslaugų teikėjas turi bent jau sekti komunikaciją (nesėkmingus ir sėkmingus priesagos bandymus) ir taikyti kitas saugumo priemones, kad apsaugotų duomenų konfidencialumą ir vientisumą.	The requirement is fulfilled (Y) WAF with intrusion detection and prevention in use	
N.21.	Right to audit. Upon Amber Grid's formal request, to confirm Service Provider's compliance with these requirements. Service Provider grants Amber Grid or, upon Amber Grid's election, a third party on Amber Grid's behalf, permission to perform an assessment, audit, examination or review of all controls in Service Provider's environment in relation to all Amber Grid's information being handled and/or services being provided to Amber Grid. Service Provider shall fully cooperate with such assessment by providing access to knowledgeable personnel, documentation, infrastructure and application software that processes, stores or transports Amber Grid's information.	Teisė atlikti auditą. Gavus oficialų „Amber Grid“ prašymą, siekiant patvirtinti, ar Paslaugų teikėjas laikosi šių reikalavimų, Paslaugų teikėjas suteikia „Amber Grid“ arba „Amber Grid“ pasirinkimu, trečiajai šaliai „Amber Grid“ vardu leidimą atlikti visų Paslaugų teikėjo aplinkos kontrolės priemonių, susijusių su visa „Amber Grid“ tvarkoma informacija ir (arba) „Amber Grid“ teikiamomis paslaugomis, vertinimą, auditą, tyrimą ar peržiūrą. Paslaugų teikėjas visapusiškai bendradarbiauja atliekant tokį vertinimą ir sudaro galimybę susitikti su kompetentingais darbuotojais, prieigą prie dokumentų, infrastruktūros ir taikomosios programinės įrangos, kuria apdorojama, saugoma ar perduodant „Amber Grid“	The requirement is fulfilled (Y) Ok, as agreed	

	Amber Grid shall not be responsible for any of Service Provider costs incurred in cooperating with the audit.	informacija. „Amber Grid“ neatsako už jokias Paslaugų teikėjo išlaidas, patirtas bendradarbiaujant su auditą atliekančiu subjektu.		
N.22.	System security architecture. Service security should follow the best practices, such as Cloud Security Guidance https://downloads.cloudsecurityalliance.org/assets/research/security-guidance/security-guidance-v4-FINAL.pdf	Sistemos saugumo architektūra. Paslaugų sauga turėtų atitikti geriausią praktiką, pvz., „Cloud Security Guidance“ https://downloads.cloudsecurityalliance.org/assets/research/security-guidance/security-guidance-v4-FINAL.pdf	The requirement is fulfilled (Y) Ok	
N.23.	These terms shall apply to Service Provider employees, as well as to third party contractors and subcontractors that will be employed by Service Provider.	Šios sąlygos taikomos Paslaugų teikėjo darbuotojams, taip pat trečiųjų šalių rangovams ir subrangovams, kuriuos įdarbins Paslaugų teikėjas.	The requirement is fulfilled (Y) Ok	
N.24.	Communications and Operations 1) Operations Service Provider IT personnel must follow established and documented IT operating procedures (including formal review and approval processes, and revision management) and formal IT incident management procedures (including defined roles and responsibilities as well as reporting and escalation procedures). IT service monitoring must be performed on a risk basis for all key System components, supported by timely reporting of issues. IT service monitoring reports must be analysed and reviewed. Preventative documented maintenance for hardware and software must be formally planned and completed on a timely basis, considering Amber Grid security requirements. - Change Management The formal change control process for the System must include risk assessment, test and communication plan, management review and approval components. The change control process must include testing sign-offs and	Ryšiai ir operacijos 1) Operacijos Paslaugų teikėjo IT personalas turi laikytis nustatytų ir dokumentais patvirtintų IT veiklos procedūrų (įskaitant oficialius peržiūros ir patvirtinimo procesus bei peržiūrų valdymą) ir oficialių IT incidentų valdymo procedūrų (įskaitant apibrėžtus vaidmenis ir atsakomybę, taip pat pranešimų teikimo ir eskalavimo procedūras). IT paslaugų stebėseną turi būti vykdoma atsižvelgiant į visų pagrindinių Sistemos komponentų riziką ir laiku pranešant apie problemas. IT paslaugų stebėsenos ataskaitos turi būti analizuojamos ir peržiūrimos. Turi būti oficialiai planuojama ir laiku atliekama dokumentais pagrįsta prevencinė techninės ir programinės įrangos priežiūra, atsižvelgiant į „Amber Grid“ saugumo reikalavimus. - Pakeitimų valdymas Sistemos pakeitimų kontrolės procesas turi apimti rizikos įvertinimą, bandymų ir komunikacijos planą, vadovybės peržiūros ir	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	

	<p>authorizations for deployment to the production environment.</p> <ul style="list-style-type: none"> - Application Security Review <p>System security testing must be part of the overall software development life cycle process. An application security assessment must be performed following a defined application security assessment methodology. Risk treatment procedures must be in place to address defects or vulnerabilities discovered in the various assessments in a timely manner. Third party libraries used is actively maintained and vulnerabilities in third party libraries discovered are reviewed with system security in mind.</p> <ul style="list-style-type: none"> - Logging and Auditing <p>The Registry will store the following audit records:</p> <ul style="list-style-type: none"> - System faults: system faults and security events for servers and network devices; - Login history: history of all login attempts, including username, success / failure and time/date; - User setup audit trail: logs of user creation or deletion; - Data access: logs username, time/date; - Log data; - Use of administrator rights; - Changes in access rights; - System configuration changes; - Changes in system/network; - Parameters, time, and/or date; - Enabling/disabling event logging functions; - Deleting, creating, and/or modifying events. 	<p>patvirtinimo komponentus. Į pakeitimų valdymo procesą turi būti įtraukti prisijungimų ir leidimų bandymai diegti gamybos aplinkoje.</p> <ul style="list-style-type: none"> - Programos saugumo peržiūra <p>Sistemos saugumo testavimas turi būti viso programinės įrangos kūrimo gyvavimo ciklo proceso dalis. Taikomosios programos saugumo vertinimas turi būti atliekamas pagal nustatytą taikomosios programos saugumo vertinimo metodiką. Turi būti įdiegtos rizikos šalinimo procedūros, kad būtų galima laiku šalinti įvairių vertinimų metu aptiktus defektus ar pažeidžiamumus. Naudojamos trečiųjų šalių bibliotekos yra aktyviai prižiūrimos, o aptiktos trečiųjų šalių bibliotekų pažeidžiamosios vietos peržiūrimos atsižvelgiant į sistemos saugumą.</p> <ul style="list-style-type: none"> - Prisijungimas ir auditavimas <p>Registre turi būti numatytos registravimo ir auditavimo funkcijos:</p> <ul style="list-style-type: none"> - Sistemos gedimai: serverių ir tinklo įrenginių sistemos gedimai ir saugumo įvykiai; - Prisijungimo istorija: visų bandymų prisijungti istorija, įskaitant vartotojo vardą, sėkmę / nesėkmę ir laiką / datą; - Naudotojo sąrankos audito seka: naudotojo sukūrimo arba ištrynimo žurnalai; - Prieiga prie duomenų: naudotojo vardo, laiko / datos žurnalai; - Žurnalų duomenys; - Administratoriaus teisių naudojimas; - Prieigos teisių pakeitimai; - Sistemos konfigūracijos pakeitimai; - Sistemos ir (arba) tinklo pakeitimai; - Parametrai, laikas ir (arba) data. 		
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	<p>Logs must be stored for Contract duration period and provided to Amber Grid in case of formal request.</p> <p>Access to System log files must be restricted within Service Provider infrastructure (stored on separately managed system).</p> <ul style="list-style-type: none"> - Back-ups <p>Service Provider will ensure that at least for 36 months of Amber Grid's data (including logs related to the Participants activities) will be backed up.</p> <ul style="list-style-type: none"> - Amber Grid's data and accounts' passwords must be stored separately and using strong encryption (e.g. AES-256). 	<ul style="list-style-type: none"> - Įvykių registravimo funkcijų įjungimas / išjungimas; - Įvykių ištrynimas, kūrimas ir (arba) keitimas. <p>Žurnalai turi būti saugomi visą sutarties galiojimo laikotarpį ir pateikiami „Amber Grid“ gavus oficialų prašymą.</p> <p>Prieiga prie sistemos žurnalų failų turi būti ribojama Paslaugų teikėjo infrastruktūroje (saugomi atskirai valdomoje sistemoje).</p> <ul style="list-style-type: none"> - Atsarginės kopijos <p>Paslaugų teikėjas užtikrins, kad bent 36 mėnesių „Amber Grid“ duomenų (įskaitant žurnalus, susijusius su naudotojų veiksmis) atsarginės kopijos būtų daromos.</p> <ul style="list-style-type: none"> - „Amber Grid“ duomenys ir paskyrų slaptažodžiai turi būti saugomi atskirai ir naudojant stiprų šifravimą (pvz., AES-256). 		
N.25.	<p>Access Management</p> <p>Responsibilities related to System access management must be segregated, including a separate and dedicated security administration function. The concepts of “least-privilege” and “need-to-know” access must be applied so that administrator and user access is commensurate with their defined responsibilities.</p> <p>Authentication</p> <p>Access to System must be controlled by multifactor authentication. User sessions are terminated after 30 minutes of inactivity.</p>	<p>Prieigos valdymas</p> <p>Su sistemos prieigos valdymu susijusios pareigos turi būti atskirtos, įskaitant atskirą ir specialią saugumo administravimo funkciją. Turi būti taikomos „mažiausių privilegijų“ ir „būtina žinoti“ prieigos sąvokos, kad administratoriaus ir naudotojo prieiga atitiktų jų apibrėžtas pareigas.</p> <p>Autentiškumo nustatymas</p> <p>Prieiga prie Sistemos turi būti kontroliuojama taikant daugiafaktoriinį autentiškumo nustatymą. Naudotojo sesijos nutraukiamos po 30 minučių neaktyvumo.</p>	<p>The requirement is fulfilled (Y)</p> <p>G-REX IB/AH User Manual (Appendix: Access Rights)</p> <p>G-REX AH User Manual (Chapter 1.4.8), IB Manual (Chapter 1.3.9)</p>	
N.26.	<p>System Security Hardening</p> <p>System (including components and underlying platform) should be hardening according to vendor and industry security best practices (e.g. CIS benchmarks).</p>	<p>Sistemos saugumo stiprinimas</p> <p>Sistema (įskaitant komponentus ir pagrindinę platformą) turėtų būti sustiprinta pagal pardavėjo ir pramonės geriausią saugumo praktiką (pvz., CIS lyginamuosius standartus).</p>	<p>The requirement is fulfilled (Y)</p> <p>Ok,</p> <p>Greixel adheres to ASVS Level 2.</p>	

N.27.	<p>Computer security All Service Provider personnel with access to Amber Grid's data must use good computer security practices:</p> <ol style="list-style-type: none"> 1) Computer operating system and applications must have installed latest security patches; 2) Computer must use up to date malware protection and firewall software; 3) Data on computer must be protected by means of strong encryption and access controls using multifactor authentication; 4) Computer used software must be licensed and used under software use terms; 5) Any third party library used should be actively maintained. <p>The Registry must be tested according to OWASP testing guide v.4 and must be free from vulnerabilities during the whole period of the Contract, including maintenance, e.g. if there is any change request during the maintenance period, these changes shall be tested according to OWASP testing guide v.4.</p>	<p>Kompiuterių saugumas Visi Paslaugų teikėjo darbuotojai, turintys prieigą prie „Amber Grid“ duomenų, privalo taikyti gerą kompiuterių saugumo praktiką:</p> <ol style="list-style-type: none"> 1) Kompiuterio operacinėje sistemoje ir taikomuosiose programose turi būti įdiegtos naujausios saugumo pataisos; 2) Kompiuteryje turi būti naudojama naujausia apsaugos nuo kenkėjiškų programų ir ugniasienės programinė įranga; 3) Kompiuteryje esantys duomenys turi būti apsaugoti naudojant stiprų šifravimą ir prieigos kontrolę naudojant kelių veiksmų autentifikavimą. 4) Kompiuteryje naudojama programinė įranga turi būti licencijuota ir naudojama pagal programinės įrangos naudojimo sąlygas. 5) Visos naudojamos trečiųjų šalių bibliotekos turi būti aktyviai prižiūrimos. <p>Registras turi būti testuojamas pagal OWASP testavimo vadovo v.4 versiją ir turi būti be pažeidžiamumų visą Sutarties laikotarpį, įskaitant techninės priežiūros laikotarpį, pavyzdžiui, jei techninės priežiūros laikotarpiu bus prašoma atlikti pakeitimus, šie pakeitimai turi būti testuojami pagal OWASP testavimo vadovo v.4 versiją.</p>	<p>The requirement is fulfilled (Y)</p> <p>ISO27001 Certificate Grexel adheres to ASVS Level 2.</p>	
N.28.	<p>The Service Provider should carry out and provide memo with included proof (txt, screenshots, etc) of test results for at least the following tests:</p> <ol style="list-style-type: none"> 1) Functionality testing; 2) Integration testing; 3) Security testing; 4) Performance and load testing. 	<p>Paslaugų teikėjas turėtų atlikti ir pateikti atmintinę su pridėtais bandymų rezultatų įrodymais (txt, ekrano nuotraukomis ir kt.) bent šiems bandymams:</p> <ol style="list-style-type: none"> 1) Funkcionalumo testavimas; 2) Integracijos testavimo; 3) Saugumo testavimo; 4) Veikimo ir apkrovos testavimo. 	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 5.1, 5.2)</p>	

N.29.	<p>Separate Testing and Production environments must be maintained during the Contract period. Testing environment must be logically separated from Production environment. Migration procedures must be followed to use the change control process when transferring changes from Testing to the Production environment.</p>	<p>Sutarties galiojimo laikotarpiu turi būti išlaikytos atskiros testavimo ir gamybinės aplinkos. Testavimo aplinka turi būti logiškai atskirta nuo gamybinės aplinkos. Perkeliant pakeitimus iš testavimo į gamybinę aplinką, turi būti laikomasi perkėlimo procedūrų, kad būtų galima naudoti pakeitimų kontrolės procesą.</p>	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 5.1)</p>	
N.30.	<p>The Service Provider must organise testing exercises for Issuing Body to test the Registry functionality. The tests will be repeated as long as the results are positive.</p> <p>The following features will be tested:</p> <ol style="list-style-type: none"> 1) Creating account holder and user profile with different roles; 2) Registration of a production unit and several production units by the same account holder; 3) Meter reading input; 4) Issuing GO; 5) Withdrawing GO; 6) Transferring of GO; 7) Consumption data input; 8) Cancelling GO; 9) All other functional and non-functional requirements for locally operational Registry which are provided in this Document. <p>The Service Provider must ensure the implementation of the required tests (by AIB and ERGaR) for cross-border transfers via AIB hub and ERGaR hub.</p> <p>The Service Provider must ensure the continuous support for the Issuing Body during the testing phase.</p>	<p>Paslaugų teikėjas turi organizuoti testavimo pratybas, kad Paskirtasis subjektas galėtų išbandyti Registro funkcionalumą. Bandymai bus kartojami tol, kol rezultatai bus teigiami. Bus testuojamos šios funkcijos:</p> <ol style="list-style-type: none"> 1) Paskyros valdytojo ir naudotojo profilio su skirtingais vaidmenimis sukūrimas; 2) To paties valdytojo turimo vieno ir kelių gamybos įrenginių registracija; 3) Apskaitos rodmenų įvedimas; 4) KG išdavimas; 5) KG panaikinimas; 6) KG perdavimas; 7) Suvartojimo duomenų įvedimas; 8) KG panaudojimas; 9) Visi kiti funkciniai ir nefunkciniai reikalavimai, keliami Registrui, kurie pateikiami šiame Dokumente. <p>Paslaugų teikėjas turi užtikrinti, kad būtų atlikti reikalingi bandymai (AIB ir ERGaR) tarpvalstybiniais perdavimams per AIB platformą ir ERGaR platformą.</p> <p>Paslaugų teikėjas turi užtikrinti nuolatinę paramą Paskirtajam subjektui testavimo etapo metu.</p>	<p>We highly encourage extensive customer testing in the designated demo environment.</p> <p>G-REX Solution Description (Chapter 6.2, 6.3.1)</p> <p>CAT Reporting Template (Excel file)</p>	<p>The requirement will be fulfilled by the date the Registry for GOs becomes operational</p>
N.31.	<p>The Registry must provide role-based access control for Issuing Body and Account holders.</p>	<p>Registras turi užtikrinti leidimus Paskirtajam subjektui ir Paskyrų valdytojams prieigos kontrolę pagal vaidmenis.</p>	<p>G-REX IB/AH User Manual (Appendix: Access Rights)</p>	<p>The requirement will be fulfilled by the date the Registry for GOs becomes operational</p>

	<p>The Registry shall allow (but not limit to) the following GO scheme processes to be done online:</p> <ol style="list-style-type: none"> 1) Registration of Account holders, create new users; 2) Issuing GO (to be performed by user role Issuing body); 3) Transferring GO (transfer to another account within the Domain), (to be performed by user roles Producer, Trader, Supplier and / or Issuing body); 4) Revoking (withdrawing) GO (to be performed by user role Issuing body); 5) Cancelling GO (to be performed by user roles Producer, Trader, Supplier and / or Issuing body); 6) Issuing of a Cancellation Statement after the event of cancelling GO; 7) Function that allows the extraction of a Cancellation Statement and other transactions from the Registry's database; 8) Reporting and statistics. <p>The Registry will also allow:</p> <ol style="list-style-type: none"> 1) Metered data (provided by Participants or Meter data providers authorised by Amber Grid or by Amber Grid itself) to be uploaded / entered to the Registry and assigned to the Production device; 2) The Registry must ensure that GO shall be of the standard size of 1 MWh. No more than one GO shall be issued in respect of each unit of energy produced; 3) Issuing body to generate reports on issued, transferred, exported, imported, cancelled GOs during the specified period and/or by Account holders. 	<p>Registras turi leisti internetu atlikti šiuos KG schemas procesus (bet jais neapsiriboti):</p> <ol style="list-style-type: none"> 1) Paskyrų valdytojų registracija, naujų naudotojų kūrimas; 2) KG išdavimas (atlieka Paskirtasis subjektas); 3) KG perdavimas (perdavimas į kitą Domeno paskyrą) (atlieka Gamintojas, Prekiautojas, Tiekėjas, Kitas ir (arba) Paskirtasis subjektas); 4) KG atšaukimas (panaikinimas) (atlieka Paskirtasis subjektas); 5) KG panaudojimas (atlieka naudotojų vaidmenys Gamintojas, Prekiautojas, Tiekėjas ir (arba) Paskirtasis subjektas); 6) Panaudojimo pažymos išdavimas, panaudojus KG; 7) Funkcija, leidžianti iš Registro duomenų bazės ištraukti Panaudojimo pažymą ir kitas operacijas; 8) Ataskaitų ir statistinių duomenų teikimas. <p>Registre taip pat bus galimybė:</p> <ol style="list-style-type: none"> 1) Apskaitos duomenis (kuriuos pateikia Dalyviai arba „Amber Grid“ įgalioti Apskaitos duomenų teikėjai, arba pati „Amber Grid“) įkelti / įvesti į Registrą ir priskirti Gamybos įrenginiui; 2) Registre turi būti užtikrinta, kad KG būtų standartinio 1 MWh dydžio. Kiekvienam pagamintam energijos vienetui išduodama ne daugiau kaip viena KG; 3) Galimybė Paskirtajam subjektui rengti ataskaitas apie nurodytu laikotarpiu ir (arba) Paskyrų valdytojams išduotas, perduotas, eksportuotas, importuotas, panaudotas KG. 	<p>G-REX IB User Manual (Chapters 3, 4 5, 6, 7, 8, 9) AH Manual (Chapters 3, 4, 5, 6, 7, 8)</p>	
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N.32.	The Registry users must be able to access only the functions to which they have permissions.	Registro naudotojai turi galėti naudotis tik tomis funkcijomis, kuriomis naudotis jie turi leidimą.	The requirement is fulfilled (Y) G-REX IB/AH User Manual (Appendix: Access Rights)	
N.33.	The Registry response time (time until end of transaction) cannot exceed 2 seconds for actions in user interface (for example switching default views) 90% of transactions. In the remaining 10% of transactions the response time cannot exceed 10 seconds. Exception is the selection of data for periods exceeding one year in these cases, the response time cannot exceed 30 seconds.	Registro atsako laikas (laikas iki transakcijos pabaigos) negali būti ilgesnis nei 2 sekundės atliekant veiksmus naudotojo sąsajoje (pvz., perjungiant numatytąjį vaizdą) 90% operacijų. Likusių 10% operacijų atsako laikas negali viršyti 10 sekundžių. Išimtis - ilgesnių nei vienerių metų laikotarpių duomenų atranka šiais atvejais atsako laikas negali viršyti 30 sekundžių.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.4)	
N.34.	The Registry must maintain defined response times for at least 50 simultaneous users.	Registre turi būti išlaikomas nustatytas atsako laikas ne mažiau kaip 50 vienu metu dirbančių naudotojų.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 1.4)	
N.35.	The Registry shall retain and the Service provider will provide to Amber Grid all records related to GOs transactions (the national requirement is to keep records for at least 10-year period) after the completion of the contract (in JSON, XLSX or other format(s) provided by the Issuing Body).	Registre bus saugomi ir Tiekėjas perduos „Amber Grid“ visus su KG susijusiomis transakcijomis įrašus (nacionalinis reikalavimas saugoti ne trumpiau kaip 10 metų įrašus) pasibaigus sutarties galiojimo terminui (JSON, XLSX arba kitu, Paskirtojo subjekto nurodytu, formatu).	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4) Compliance with AIB (10 year history is kept)	
N.36.	The Registry must make it possible to create data and the Registry configuration backups without stopping the Registry.	Registre turi būti galimybė kurti duomenų ir Registro konfigūracijos atsargines kopijas nesustabdžius Registro veiklos.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	
N.37.	The Registry must make it possible to automatically ensure data correctness and integrity after restoration from backup.	Registre turi būti galimybė automatiškai užtikrinti duomenų teisingumą ir vientisumą po atkūrimo iš atsarginės kopijos.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	
N.38.	The Registry must make it possible to achieve not more than 2 business hours of data loss in case of disaster Recovery point objective (RPO).	Registre turi būti galimybė pasiekti ne ilgesnį kaip 2 darbo valandų duomenų praradimo lygį (Recovery point objective, RPO) nelaimės atveju.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	

N.39.	The Registry must make it possible to be recoverable after disaster in less than 8 business hours recovery time objective (RTO).	Registre turi būti galimybė atkurti duomenis po nelaimės per mažiau nei 8 darbo valandas (Recovery time objective, RTO).	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	
N.40.	Migration of historic data must be ensured (the archive file(s) will be provided by Amber Grid to the Service Provider).	Istorinių duomenų perkėlimas turi būti atliktas (duomenis Paskirtasis subjektas perduos Paslaugos teikėjui).	G-REX Solution Description (Chapter 6.1)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
N.41.	At the end of the provision of Service, the Service Provider must create data archive and return all data to Amber Grid free of charge (in JSON, XLSX or other format provided by the Issuing Body) as well as delete existing copies, unless otherwise stipulated by legal regulations.	Pasibaigus Paslaugų teikimui, Paslaugų teikėjas privalo sukurti duomenų archyvą ir nemokamai grąžinti visus duomenis „Amber Grid“ (duomenis JSON, XLSX ar kitu formatu, sutartu su Paskirtuoju subjektu) bei ištrinti esamas kopijas, jei teisės aktai nenumato kitaip.	This is in our usual contract clauses that we provide it free of charge	The requirement will be fulfilled by the date the Registry for GOs becomes operational
N.42.	Provide training for all functionalities of the Registry for Issuing Body.	Surengti mokymai Paskirtajam subjektui apie visus Registro funkcionalumus.	G-REX Solution Description (Chapter 6.3.1)	The requirement will be fulfilled by the date the Registry for GOs becomes operational
N.43.	Provide user manuals of the Registry to Issuing Body and for Account holder.	Paskirtajam subjektui ir paskyrų valdytojams pateikti Registro naudotojo vadovai.	The requirement is fulfilled (Y) User manuals attached	
N.44.	The Service Provider provides regular yearly cyber-hygiene training for Issuing Body and Account holders involved.	Paslaugų teikėjas reguliariai kasmet rengia kibernetinės higienos mokymus Paskirtajam subjektui ir dalyvaujantiems Paskyrų turėtojams valdytojams.	The requirement is fulfilled (Y) Ok	
N.45.	Provide online training for Account holders before the start of the operation of the Production environment (1 training session), including the training material.	Surengti internetiniai mokymai Paskyrų turėtojams prieš pradėdant naudoti gamybinę aplinką (1 mokymo sesija), įskaitant mokomosios medžiagos pateikimą.	The requirement is fulfilled (Y) Ok	
N.46.	Designated employees of the Issuing Body will register the following Issues: Incidents (with their importance classification), place Questions, ask for Consultation, order Service requests electronically, via the claim reporting system, by phone or by email. Issue classification: 1. Incidents (classification by their type of importance: Category A and Category B),	Paskirtojo subjekto darbuotojai užregistruos užklausas: incidentus (nurodant jų svarbos klasifikaciją), užduos klausimus, prašys konsultacijų, užsakys paslaugų užklausas elektroniniu būdu, per užklausų pranešimų sistemą, telefonu arba el. paštu. Problemos klasifikacija: 1. Incidentai (klasifikacija pagal jų svarbos tipą - A kategorija ir B kategorija) 2. Paslaugų užklausos (klasifikacija pagal jų svarbos tipą - A ir B kategorijos)	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	

	<p>2. Service requests (classification by their type of importance: Category A and Category B),</p> <p>3. Questions / discussions – the issue raised related to functionality of the System, available attributes, alternatives to solve an issue, etc.</p>	<p>3. Problemos / diskusijos - iškelta problema, susijusi su Registro funkcionalumu, esamais požymiais, problemos sprendimo alternatyvomis ir pan.</p>		
N.47.	<p>The Service Provider shall provide the support and maintenance services in English.</p>	<p>Paslaugų teikėjas teikia priežiūros ir pagalbos paslaugas anglų kalba.</p>	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 4)</p>	
N.48.	<p>The Service Provider must provide support and maintenance Services in accordance with the following service level requirements:</p> <ol style="list-style-type: none"> 1) Every business day from 8:00 a.m. – 4.30 p.m. EET (EEST); 2) If the Registry's Issue is registered after 4:30 p.m. EET (EEST) then it is assumed that the issue reporting (containing e.g., title, description, degree of to be received at 8:00 a.m. next day; 3) In providing maintenance and support Services, the following control times shall be defined, during which the Service Provider must ensure the actions specified below: <ul style="list-style-type: none"> - Response time – the time from the receipt of an Issue in claim reporting system until the time the Service Provider appoints specific persons in charge of the application and starts processing the Issue; - Resolution time – the time from starting to process an Issue until the Issue is solved and completed. 4) The Service Provider must assure the following Issue fixing time: <ul style="list-style-type: none"> - Incident, Category A – response time not more than 2 hours, resolution time – not more than 8 hours; 	<p>Paslaugų teikėjas turi teikti pagalbos paslaugas pagal toliau nurodytus reikalavimus:</p> <ol style="list-style-type: none"> 1) Kiekvieną darbo dieną nuo 8:00 iki 16:30 val.; 2) Jei užklausa registruojama po 16:30 val. pagal EET (EEST), laikoma, kad užklausa (kurioje, pvz., yra pavadinimas, aprašymas, laipsnis) gauta kitą dieną 8:00 val.; 3) Teikiant pagalbos paslaugas, nustatomas kontrolės laikas, kurio metu Paslaugų teikėjas privalo užtikrinti: <ul style="list-style-type: none"> - Atsako laikas – laikas nuo informacijos apie užklausą gavimo Užklausų sistemoje iki tol, kol Paslaugų teikėjas paskirs konkretų asmenį, atsakingus už užklausą ir pradės spręsti užklausą; - Sprendimo laikas – laikas nuo užklauso sprendimo pradžios iki tada, kai užklausa išsprendžiama ir užbaigiama. 4) Paslaugų teikėjas turi užtikrinti užklauso sprendimo terminą: <ul style="list-style-type: none"> - Incidentas, A kategorija – atsako laikas - ne ilgiau, kaip 2 valandos, sprendimo laikas - ne ilgiau, kaip 8 valandos; 	<p>The requirement is fulfilled (Y)</p> <p>G-REX Solution Description (Chapter 4)</p>	

	<ul style="list-style-type: none"> - Incident, Category B – response time not more than 4 hours, resolution time not more than 32 hours; - Service request, Category A – response time not more than 4 hours, resolution time not more than 16 hours; - Service request, Category B – response time not more than 8 hours, resolution time not more than 48 hours (unless agreed with Issuing Body another time schedule to provide with resolution). - Question / discussion – response time not more than 4 hours, resolution time not more than 48 hours (unless agreed with Issuing Body another time schedule to provide with the answer). <p>The priority of the incident is determined by Issuing Body which has submitted an Issue in the claim reporting system.</p> <p>The additional requests / orders that need additional programming works will be charged by the Service Provider separately based on hourly rate provided in the tender documents.</p>	<ul style="list-style-type: none"> - Incidentas, B kategorija – atsako laikas - ne ilgiau, kaip 4 valandos, sprendimo laikas - ne ilgiau, kaip 32 valandų; - Paslaugos užklausa, A kategorija – atsako laikas - ne ilgiau, kaip 4 valandos, sprendimo laikas - ne ilgiau, kaip 16 valandos; - Paslaugos užklausa, B kategorija – atsako laikas - ne ilgiau, kaip 8 valandos, sprendimo laikas - ne ilgiau, kaip 48 valandos (išskyrus, jei su Paskirtuoju subjektu būtų susitarta dėl kito termino, pagal kurį būtų sprendžiama). - Klausimas / diskusija – atsako laikas - ne ilgiau, kaip 4 valandos, sprendimo laikas - ne ilgiau, kaip 48 valandos (išskyrus, jei su Paskirtuoju subjektu būtų susitarta dėl kito termino, pagal kurį būtų pateiktas atsakymas). <p>Užklauskos prioritetą nustato Paskirtasis subjektas, kuris pateikė pranešimą apie užklauską sistemoje.</p> <p>Papildomi prašymai / užsakymai, kuriems bus reikalingi papildomi programavimo darbai, bus apmokami Paslaugos teikėjui atskirai pagal valandinį įkainį, pateiktą Pirkimo dokumentuose.</p>		
N.49.	The Service Provider must provide a maintenance and support starting from the beginning of implementation of the Registry until the end of the Contract.	Paslaugų teikėjas privalo teikti techninę priežiūrą ir palaikymą nuo Registro įdiegimo pradžios iki Sutarties pabaigos.	The requirement is fulfilled (Y) Ok G-REX Solution Description (Chapter 4)	
N.50.	The Registry and all its components (e.g., database, application) shall be available 24h x 7 days a week, with availability not less than 99% on a monthly basis. The Service Provider will	Registras ir visi jo komponentai (pvz., duomenų bazė, taikomoji programa) turi būti prieinami 24 val. per parą x 7 dienas per savaitę, o mėnesio prieinamumas turi	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	

	provide Issuing Body with Reports on Service implementation on monthly basis.	būti ne mažesnis kaip 99%. Paslaugų teikėjas kas mėnesį teiks Paskirtajam subjektui ataskaitas apie paslaugos įgyvendinimą.		
N.51.	The Registry availability is calculated in accordance with the following: 1) not taking into account critical system updates (security, etc.); 2) not taking into account one planned downtime once in month, up to 4 hours.	Registro prieinamumas apskaičiuojamas taip: 1) neatsižvelgiant į kritinius sistemos atnaujinimus (saugumo ir kt.); 2) neatsižvelgiant į vieną planuotą prastovą kartą per mėnesį, ne ilgesnę kaip 4 valandos.	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4)	
N.52.	The Registry planned maintenance works must be coordinated with Amber Grid at least 5 (five) business days before the planned downtime, and carried out outside business hours, excluding critical system updates (security, etc.).	Registro planiniai techninės priežiūros darbai turi būti suderinti su „Amber Grid“ ne vėliau kaip prieš 5 (penkias) darbo dienas iki planuojamos prastovos ir atliekami ne darbo valandomis, išskyrus kritinius sistemos atnaujinimus (saugumo ir kt.).	The requirement is fulfilled (Y) G-REX Solution Description (Chapter 4.4.5)	



Managing Director of Grexel Systems Oy

(Tiekėjo arba jo įgalioto asmens vardas, pavardė, parašas/ *name, surname, signature of the Supplier or a person authorised by the Supplier*)²⁵

²⁵ Jei dokumentą pasirašo Tiekėjo vadovo įgaliotas asmuo, prie Pasiūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę. / *If the document is signed by a person authorised by the Supplier's CEO, the Tender must be accompanied by a written power of attorney or other document giving the right to sign.*

**FOR THE PROVISION OF IT SERVICE FOR THE REGISTRY OF GUARANTEES OF ORIGIN FOR GAS,
ITS IMPLEMENTATION, MAINTENANCE AND SUPPORT**

**DUJŲ, PAGAMINTŲ IŠ ATSINAUJINANČIŲ ENERGIJOS IŠTEKLIŲ, KILMĖS GARANTIJŲ REGISTRO
IT PASLAUGOS TEIKIMO ĮGYVENDINIMAS, PALAIKYMAS IR PRIEŽIŪRA**

SHORTER ISSUE FIXING PROVISION TIME /

TRUMPESNIS PROBLEMOS IŠSPRENDIMO LAIKAS

Q3. The Service Provider will reduce Issue fixing time by 50% from the time when the Issue report is received as provided in the Technical Specification N.48 /

Paslaugų teikėjas 50% sutrumpins problemos išsprendimo laiką nei kaip numatyta Techninės specifikacijos reikalavime N.48.

Type of Issue / Problemos tipas	YES/ NO ¹ TAIP/ NE ²
Incident, Category A – response time not more than 1 hour, resolution time – not more than 4 hours / A kategorijos incidentas: reagavimo laikas – ne daugiau kaip 1 valanda, išsprendimo laikas – ne daugiau kaip 4 valandos;	Yes
Incident, Category B – response time not more than 2 hours, resolution time not more than 16 hours / B kategorijos incidentas: reagavimo laikas – ne daugiau kaip 2 valandos, išsprendimo laikas – ne daugiau kaip 16 valandų;	Yes
Service request, Category A – response time not more than 2 hours, resolution time not more than 8 hours / A kategorijos paslaugų prašymas: reagavimo laikas – ne daugiau kaip 2 valandos, išsprendimo laikas – ne daugiau kaip 8 valandos;	Yes
Service request, Category B – response time not more than 4 hours, resolution time (or proposal for resolution) not more than 24 hours (unless agreed with Issuing Body another time schedule to provide with resolution) / B kategorijos paslaugų prašymas: reagavimo laikas – ne daugiau kaip 4 valandos, išsprendimo laikas (arba pasiūlymas dėl išsprendimo) ne daugiau kaip 24 valandos (nebent su Paskirtuoju subjektu būtų susitarta dėl kito grafiko, pagal kurį būtų sprendžiama);	Yes
Question / discussion – response time not more than 2 hours, resolution time not more than 24 hours (unless agreed with Issuing Body another time schedule to provide with the answer) / Klausimas / diskusija: reagavimo laikas – ne daugiau kaip 2 valandos, išsprendimo laikas – ne daugiau kaip 24 valandos (nebent su Paskirtuoju subjektu būtų susitarta dėl kito atsakymo pateikimo termino).	Yes



Managing Director of GRES

¹ The criteria will be considered implemented when all requirements listed in the table C are marked as „Yes“.

² Kriterijus bus vertinamas kaip įgyvendintas, jei visi lentelės C laukeliai bus pažymėti „Taip“.

TRIPARTITE SETTLEMENT CONTRACT

_____ 20__ No. _____

Vilnius

Name of the Contracting Entity:

AB Amber Grid
Laisvės Ave. 10, LT-04215 Vilnius
Email: info@ambergrid.lt
tel. 8 5 236 0855, fax (8 5) 236 0850
SA LT71 7044 0600 0790 5969
AB SEB Bank
Company number 303090867
VAT ID LT100007844014

the “Buyer”,

Name of the Supplier:

Company number:

VAT ID:

Address:

Settlement account number(s) for making payments:

the “Supplier”,

(In the case of a group of economic operators acting according to a joint contract, indicate the economic operators in the group, the names, company numbers, VAT IDs, and addresses of the economic operators, the name of the responsible partner and the job title and the name and surname of the person representing the partner)

and

Name of the Sub-supplier:

Company number:

VAT ID:

Address:

Settlement account number(s) for making payments:

the “Sub-supplier”,

hereinafter each individually shall be referred to as a Party, and collectively as the Parties, having regard to the fact that [the Buyer and the Supplier] on [insert date] concluded Purchase and Sale Contract No. [insert number] (the “Purchase Contract”), in order to establish the direct settlement procedure pursuant to the provisions of Article 96(2) of the Law of the Republic of Lithuania on Procurement by Entities Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services, concluded the following Tripartite Settlement Contract (the “Tripartite Contract”).

Article 1. Subject Matter of the Contract

1.1. The subject matter of this Tripartite Contract shall be the terms and conditions for direct payment to the Sub-supplier.

Article 1.2. Settlement Procedure

1.3. No advance payment shall be made.

1.4. The amount of each interim and/or final payment shall be determined on the basis of [the quantity and value of the services/works/goods actually provided/performed/delivered]. The Buyer shall pay the Sub-supplier such sums that do not exceed the sums payable by the Buyer to the Supplier in respect of the [services rendered and accepted in accordance with the terms and conditions of the Purchase Contract] [works carried out and accepted in accordance with the terms of the Purchase Contract] [goods delivered and accepted in accordance with the terms of the Purchase Contract] duly and in due time, actually and properly [provided] [performed] [delivered] by the Sub-supplier (if such [services] [works] [goods] were not [provided] [performed] [delivered] properly or on time, the amounts payable shall be reduced by the amount of any fines, damages and/or penalties payable under the Purchase Contract in connection with the inadequate or delayed [provision] [completion] [delivery] of the [services] [works] [goods]). The Buyer shall be entitled to exercise the right of retention provided for in the Purchase Contract and/or in the legislation with respect to monies due to the Sub-supplier.

1.5. The Sub-supplier shall submit for signature and approval by the Supplier, prior to the submission of the payment documents to the Buyer, duly executed Purchase Contract performance documents (three (3) copies each): The handover and acceptance statement for the [Services] [Works] [Goods] and the report on the implementation of the Purchase Contract (if applicable).

1.6. The Parties agree that the documents submitted by the Sub-supplier for the performance of the Purchase Contract shall be deemed to be duly executed and submitted if the information provided in the documents regarding the Sub-supplier's [services rendered] [works performed] [goods delivered] is correct, the [services rendered] [works performed] [goods delivered] and the execution of the documents are in accordance with the terms of the Purchase Contract;

1.7. The Supplier shall, upon receipt of the documents of performance of the Purchase Contract from the Sub-supplier, examine them and, upon determining that the information provided in the documents regarding the Sub-supplier's [services rendered] [works performed] [goods delivered] is correct, the [services rendered] [works performed] [goods delivered] are in accordance with the terms and conditions of the Purchase Contract, and the documents provided are executed properly, the Supplier shall do the following within 3 (three) working days of the receipt of the documents:

1.7.1. Sign and approve the handover and acceptance statement for the [Services] [Works] [Goods];

1.7.2. Sign and approve the report on the implementation of the Purchase Contract (if applicable);

1.7.3. Submit the Purchase Contract performance documents to the Buyer.

1.8. If the Supplier determines that the documents submitted by the Sub-supplier for the performance of the Purchase Contract are inadequately executed, that some documents supporting the costs of the performance of the Purchase Contract are missing, or that the information contained in the documents regarding the [services rendered] [works performed] [goods delivered] is incorrect, that the [services rendered] [works performed] [goods delivered] do not comply with the terms and conditions of the Purchase Contract, or in the event of any other inconsistencies, the Supplier shall, within 2 (two) working days of the date of the decision, inform the Sub-supplier in writing, specifying the deficiencies and setting a deadline for the elimination of the deficiencies in accordance with the provisions of the Purchase Contract.

1.9. If the Sub-supplier remedies the deficiencies by the deadline set by the Supplier, the Supplier shall re-check the documents in accordance with the prescribed procedure and submit the signed and certified documents to the Buyer.

1.10. The Buyer shall, not later than [specify deadline] from the date of receipt of the documents for the performance of the Purchase Contract, verify the documents submitted and, if the documents submitted are executed properly, the information in the documents about the [services rendered] [works performed] [goods delivered] is correct, the [services rendered] [works performed] [goods delivered] are in conformity with the terms and conditions of the Purchase Contract, sign the handover and acceptance statement for the [Services] [Works] [Goods] and other documents, if applicable, and submit the signed documents (one (1) copy each) to the Supplier and the Sub-supplier.

1.11. If the Buyer determines that the documents submitted by the Supplier are inadequately executed or that some of the documents supporting the costs of the performance of the Purchase Contract are missing, or that the information provided in the documents concerning [services rendered] [works performed] [goods delivered] is incorrect, that the [services rendered] [works performed] [goods delivered] do not comply with the terms and conditions of the Purchase Contract, or if there are any other inconsistencies, the Buyer shall, within five (5) working days of the day of the decision, inform the Supplier in writing, indicating the deficiencies and setting a reasonable deadline for the elimination of deficiencies.

1.12. If the Supplier remedies the deficiencies and corrects the documents within the deadline set by the Buyer, the Buyer shall, within 3 (three) working days from the date of receipt of all duly executed documents, sign the handover and acceptance statement for the [Services] [Works] [Goods] and other documents, if applicable, and submit the signed documents to the Supplier and the Sub-supplier.

1.13. The Sub-supplier shall generate an electronic invoice/VAT invoice (the "E-Invoice") only upon receipt of the handover and acceptance statement for the [Services] [Works] [Goods] approved without reservation and signed by all the Parties. The E-Invoice shall be submitted by means chosen by the Sub-supplier and it shall comply with the European E-Invoicing Standard. An E-Invoice that does not comply with the European E-Invoicing Standard may only be submitted by means of the "SABIS" information system.

1.14. If the Sub-supplier submits an invoice by other means, the Buyer shall have the right not to pay such invoice.

1.15. The Buyer shall verify the E-Invoice within the time limit specified in the Purchase Contract and, if the submitted E-Invoice is duly executed, the Buyer shall, within the settlement period specified in the Purchase Contract from the date of receipt of the E-Invoice, transfer the funds to the bank account specified by the Sub-supplier.

1.16. No later than 5 (five) working days after the end of each reporting period, the Buyer shall provide the Supplier with written information on the payments made to the Sub-supplier during that reporting period.

1.17. The amount of direct payments made by the Buyer to the Sub-supplier shall be reduced by the Purchase Contract Price (the relevant part thereof) set out in the Purchase Contract, payable by the Buyer to the Supplier in respect of the relevant [services] [works] [goods].

Article 2. Conditions for Amendment and Termination

2.1. All amendments to the Tripartite Contract shall be valid only if they are drafted in writing and signed by the authorised representatives of the Parties. Such amendments to the Tripartite Contract shall form an integral part of the Tripartite Contract.

2.2. Amendments to the terms and conditions of the Contract may be initiated by any Party to the Contract by submitting to another Party a request to that effect and the documents supporting it. The Party receiving such a request shall examine it within ten (10) working days and provide the other Party with a reasoned written response. In case of disagreement between the Parties, the Buyer shall have the right to decide.

2.3. The Tripartite Contract shall be amended in the following cases:

2.3.1. When the terms and conditions of the Purchase Contract affecting the implementation of the Tripartite Contract are amended;

2.3.2. When the terms and conditions of the Sub-supply Contract affecting the implementation of the Tripartite Contract are amended;

2.3.3. In other cases.

2.4. The Tripartite Contract may be terminated by written agreement of both Parties in the following cases:

2.4.1. Where the direct settlement method is discontinued;

2.4.2. Upon termination of the Sub-supply Contract;

2.4.3. Upon termination of the Purchase Contract.

Article 3. Liability of the Parties

3.1. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania, this Tripartite Contract, and other documents related to the performance of this Contract. The Parties undertake to perform their obligations under this Contract properly and to refrain from any action that might cause damage to each other or make it more difficult for the other Party to fulfil its obligations.

3.2. The Supplier shall be liable to the Buyer for the Sub-supplier's failure to fulfil or improper fulfilment of obligations and to the Sub-supplier for the Buyer's failure to fulfil or improper fulfilment of obligations.

3.3. The Buyer and the Sub-supplier shall not be entitled to make any monetary claims against each other in respect of breach of the contracts each of them has concluded with the Supplier.

Article 4. Final Provisions

4.1. Neither Party shall have the right to transfer all or part of its rights and obligations under this Tripartite Contract.

4.2. The invalidity of any provision or contradiction with the laws of the Republic of Lithuania or other normative legal acts in this Contract shall not exempt the Parties from the fulfilment of their obligations and shall not affect the validity of the other provisions of the Contract. In this case, such a provision shall be replaced by a provision complying with the requirements of the legislation as close as possible to the purpose of the Tripartite Contract and its other provisions.

4.3. The Parties to the Tripartite Contract shall correspond in the Lithuanian language. All notices, consents and other communications that a Party may send under this Contract shall be deemed to be valid and duly served if personally delivered to the other Party, or sent by registered mail or email to the addresses set out in the preamble, or to such other addresses as may be specified by either Party when giving notice.

4.4. The date of entry into force of the Contract shall be deemed to be the date of signature of the Contract; if the Parties sign at different times, the date of entry into force of the Contract shall be deemed to be the date of the signature of the last Party.

4.5. The Contract is executed in triplicate in the Lithuanian language, having equal legal force, one copy for each Party.

4.6. The Parties hereby acknowledge that they have read the Contract, understand its contents and consequences, have accepted it as being in accordance with their intentions, and have signed it on the above date.

Representative of the Buyer		Representative of the Supplier		Representative of the Sub-supplier	
Name, Surname:		Name, Surname:		Name, Surname:	
Job title:		Job title:		Job title:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	

(date)

Purchase Contract No.:	
Name of the Purchase Contract:	
Date of Signature of the Purchase Contract:	
Tripartite Contract No.:	
Date of Signature of the Tripartite Contract:	
The Supplier:	
The Sub-supplier:	
The Buyer:	

The Buyer has accepted the [goods delivered] [works performed] [services rendered] and confirms that the [goods delivered] [works performed] [services rendered] comply with the terms and conditions of the Contract.

List of [Goods] [Works] [Services]:

Currency: EUR									EUR
No.	[Date of the Order]	Date of [Delivery] [Performance] [Provision]	Address of the Location	[Warranty Period]	Name of the [Goods] [Works] [Services] (with exact manufacturer and model names)	Unit of Measurement	Quantity	Unit Price excluding VAT	Amount excluding VAT
1	2	3	4	5	6	7	8	9	10=8×9
Total excluding VAT:									
VAT [rate]*:									
Total including VAT:									

This statement shall not relieve the Supplier and the Buyer of the performance of their remaining contractual obligations under the specified Purchase Contract.

Transferred by a representative of the Sub-supplier		Certified by a representative of the Supplier		Accepted by a representative of the Buyer	
Name, Surname:		Name, Surname:		Name, Surname:	
Job title:		Job title:		Job title:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	

** In cases where the Supplier is not required to pay VAT under the legislation in force, the relevant columns shall not be filled in and the reasons why the Supplier does not pay VAT shall be given. |*

AGREEMENT ON PROCESSING OF PERSONAL DATA

18/6/2025, Vilnius

AB Amber Grid, with legal entity number 303090867 and its registered office in Laisvės ave. 10, LT 04215 Vilnius, Telephone number +370 , E-mail: info@ambergid.lt , represented by CEO , acting on the basis of company articles, ("**the Controller**")

and

Grexel systems Oy, with legal entity number FI09656604, and its registered office in Lautatarhankatu 6 00580 Helsinki, Tel +358 E-mail: info@grexel.com, represented by CEO , acting on the basis of company articles, ("**the Processor**"),

each individually referred to as a "Party" and collectively as the "Parties",

in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal Data and on the free movement of such Data and repealing Directive 95/46/EC (General Data Protection Regulation) ("**Regulation (EU) 2016/679**"),

have entered into this agreement on the processing of personal Data ("**the Agreement**"). The Agreement sets out and governs the rights and obligations of the Parties in relation to the processing of personal Data ("**Data**"), by the Processor on behalf of the Controller in performance of the Main Contract between the Parties (the name, date and number of which is set out in Annex 1 to this Agreement). The Data and the processing actions carried out by the Processor are listed in Annex 1 to this Agreement.

SECTION I PURPOSE OF THE AGREEMENT

1. For the purposes of implementing Article 28(3) of Regulation (EU) 2016/679, this Agreement sets out the rights and obligations of the Controller and the Processor in relation to the processing of Data on behalf of the Controller. This Agreement shall aim to protect the rights of Data Subjects, to mitigate the specific risks to Data Protection and to ensure clarity of the relationship between the Controller and the Processor and the respective rights and obligations.
2. The details of the purposes of the Processing, the categories of Data processed and the other terms and conditions under which the Processor undertakes to process the Data on behalf of the Controller are set out in Annex 1 to this Agreement.

SECTION II OBLIGATIONS OF THE PARTIES

3. The Controller:
 - 3.1. has the right and the obligation to decide on the purposes and means of processing;
 - 3.2. is responsible for ensuring, including but not limited to, that the processing of the Data that the Processor is charged with carrying out has a legal basis.
4. The Processor undertakes to:
 - 4.1. process the Data only to the extent necessary for the performance of the Main Contract in accordance with the instructions given by the Controller and the terms and conditions set out in Annex 1;
 - 4.2. immediately inform the Controller if the Controller's instructions are, in the Processor's opinion, contrary to Regulation (EU) 2016/679 or to any other Data protection legislation of the European Union or its Member States;
 - 4.3. in the cases and under the conditions set out in Regulation (EU) 2016/679, is obliged to keep a register and a record of the processing operations carried out on behalf of the Controller and to make the register and the record available to the Controller and, where applicable, to the supervisory authority upon request.
5. This Agreement shall not relieve the Parties of any other obligations to which they are subject under Regulation (EU) 2016/679 or other legislation.

SECTION III CONFIDENTIALITY

6. The Processor undertakes to ensure the confidentiality of the Data at its own expense and guarantees that access to the Data will be limited to those persons under the direction of the Processor who are bound by an obligation of confidentiality or who are subject to a legal obligation of confidentiality and only if they need to have access to it. The Parties shall ensure that:
 - 6.1. in the event of a change in the persons who process the Data, their access rights to the Data shall be revoked no later than on the last day of the person's assignment requiring access to the Data, or, in the event of the termination of the employment of the Processor's employee, on the last day of the employee's work;
 - 6.2. the access rights and scope of the access rights of the persons who have been granted access to the Data shall be reviewed periodically (at least once every 1 year) and, in accordance with the review, the Processor undertakes to terminate the access to the Data for those employees who no longer require such access.
7. The Processor must demonstrate, at the request of the Controller, that the persons under the direction of the Processor who are entrusted with the processing of the Data are subject to the confidentiality obligation referred to in Clause 6 of the Agreement and have received appropriate training on how to properly comply with the requirements applicable to the processing of the Data in carrying out their duties.

SECTION IV SECURITY OF DATA PROCESSING

8. In accordance with Article 32 of Regulation (EU) 2016/679, the Processor undertakes to implement appropriate technical and organisational measures to ensure a level of security commensurate with the risks, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the Data processing, as well as the risks to the rights and freedoms of individuals of varying degrees of likelihood and seriousness, which are posed by the processing of the Data, and shall therefore implement the minimum technical and organisational requirements set¹ by the Supervisory Authority as set out in Appendix 2. Taking into account the nature, scope, context and purposes of the processing of personal Data to be carried out under the Main Contract, the Controller may provide for additional technical and organisational measures in the procurement documents for the services to ensure a level of security equivalent to the level of risk.
9. The Processor also undertakes to assist the Controller in ensuring compliance with the Controller's obligations under Article 32 of Regulation (EU) 2016/679 by, *inter alia*, providing the Controller with information on the technical and organisational measures already implemented by the Processor, together with any other information necessary for the Controller to comply with its obligations.

SECTION V USE OF OTHER DATA PROCESSORS

10. The Processor shall not be entitled to use another processor or sub-processor (hereinafter referred to as the "Sub-processor") for the processing of the Data without the prior written consent of the Controller, unless such other processor or sub-processor is listed in Annex 1.
11. In the event that the Processor wishes to use a Sub-processor, the Processor shall submit a written request to the Controller specifying the name, address, contact person and a detailed description of the functions for which the Processor intends to use the Sub-processor. The Controller shall not be obliged to justify its refusal to use a Sub-processor. In the event that the Controller does not provide a response to the Processor's request, the Controller shall be deemed not to have consented to the use of the Sub-processor. In the event that the Controller agrees to the use of the Sub-processor, the Processor shall include in the contract concluded with the Sub-processor terms and conditions analogous to the provisions of this Agreement.
12. The Processor shall be fully liable for any breach by the Sub-processor of Regulation (EU) 2016/679, laws, regulations and this Agreement in relation to the Controller.

SECTION VI TRANSFER OF DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

13. The Processor and/or its sub-processors may transfer the Data outside the European Economic Area to third countries ("Third Countries") or international organisations only upon written instructions from the Controller and in accordance with the requirements of Chapter V of Regulation (EU) 2016/679.

¹ The requirements of the National Data Protection Authority, as set out in the Guidelines on Security Measures and Risk Assessment of Processed Personal Data for Data Controllers and Data Processors apply:

https://vdai.lrv.lt/uploads/vdai/documents/files/VDAI_saugumo_priemoniu_gaires-2020-06-18.pdf

14. If the Data is required to be transferred to Third Countries or international organisations pursuant to legislation of the European Union or a Member State of the European Union with which the Processor is required to comply, although the Controller has not instructed the Processor to do so, the Processor shall inform the Controller of this legal requirement prior to the transfer of the Data, unless the legislation prohibits the transfer of such information.
15. The Processor may not, without documented instructions from the Controller or a specific requirement under the law of the European Union or a Member State thereof, in accordance with this Agreement:
 - 15.1. transfer the Data to a controller or a processor in a Third Country or international organisation;
 - 15.2. transfer the processing of the Data to a Sub-processor in a Third State;
 - 15.3. allow the Processor to process the Data in a Third Country.

SECTION VII ASSISTANCE TO THE CONTROLLER

16. Taking into account the nature of the Data processing, the Processor shall, to the extent possible, assist the Controller by appropriate technical and organisational means to fulfil the Controller's obligations to respond to requests to exercise the Data subject's rights set out in Chapter III of Regulation (EU) 2016/679.
17. The Processor shall, taking into account the nature of the processing and the information available to the Processor, at the request of the Controller, also assist and provide the information requested to the Controller:
 - 17.1. preparing a Data breach notification to the State Data Protection Inspectorate;
 - 17.2. preparing a Data breach notification to the Data subject;
 - 17.3. carrying out a Data protection impact assessment of the envisaged Data processing operations.

SECTION VIII DATA BREACH NOTIFICATION

18. The Processor, upon becoming aware of a Data breach or an incident that may result in a Data breach, shall notify the Controller without undue delay, but in any event within 24 hours of becoming aware of the breach, and shall provide the Controller with the available information referred to in Clause 19 of the Agreement in writing.
19. The obligation of the Processor referred to in Clause 17.1 of the Agreement to assist the Controller in notifying the competent supervisory authority of a Data breach means that the Processor must provide the Controller with at least the following information:
 - 19.1. a brief description of the Data incident or breach;
 - 19.2. a description of the Data affected (categories (types) of personal data relevant to the breach; whether the Data were publicly accessible following the incident; whether the incident may pose a risk to the security or health of individuals; whether the Data affected by the incident were encrypted or subject to other technical protection measures, if such information is known, and the number of personal Data subjects affected by the incident or breach);
 - 19.3. a description of the incident or breach (time or period during which the incident occurred; type of incident (loss or hijacking of files or devices, disposal without prior deletion of data, disclosure of data to known recipients, disclosure of data to the public, alteration of data, destruction of data, destruction or restriction of access, premature destruction);
 - 19.4. the location of the data (e.g. on a computer, mobile device, network, storage medium);
 - 19.5. where the unauthorised access took place (internally to the Controller or externally, e.g. to sub-Controllers);
 - 19.6. the cause of the incident or breach (error or deliberate action);
 - 19.7. the likely, possible consequences of the incident or breach;
 - 19.8. the measures taken or proposed to be taken by the Controller as a result of the Data incident or breach, including, where appropriate, measures to mitigate the potential adverse effects of the breach.

SECTION IX DELETION AND RETURN OF DATA

20. At the end of the provision of the Data processing services, the Processor shall return all Data to the Controller free of charge and delete the existing copies, unless the Data is required to be retained under the laws of the European Union or its Member States or under separate agreements with the Controller.
21. Upon the separate request of the Controller, the Processor undertakes to send to the Controller, within 30 days of the termination/end of the Agreement, a written confirmation that all the Data has been returned and that no Data remains with the Processor.

SECTION X
AUDIT AND VERIFICATION OF THE PROCESSOR

22. The Processor shall provide the Controller with all information necessary to demonstrate compliance with the obligations laid down in Article 28 of Regulation (EU) 2016/679 and in the Agreement, and shall facilitate and facilitate audits, including on-site inspections, by the Controller or another auditor authorised by the Controller.
23. The Processor shall provide the supervisory authorities which, under applicable law, have access to the facilities of the Controller and the Processor, or representatives acting on behalf of such supervisory authorities, with access to the physical facilities of the Processor, or to take such other steps as may be specified by the supervisory authorities, for the purpose of carrying out audits or other inspections. The Parties shall provide the information referred to in this Agreement, including the results of audits, to the competent supervisory authorities upon request.

SECTION XI
FINAL PROVISIONS

24. The Agreement shall enter into force on the date of its signature and shall remain in force until::
- 24.1. the expiry or early termination of the Main Contract;
- 24.2. The Processor shall be informed of the termination of this Agreement by a separate notice from the Controller.
25. The Controller shall have the right to terminate this Agreement and the Main Contract if the Processor materially or persistently breaches the Agreement or its obligations under Regulation (EU) 2016/679. Material breaches of this Agreement shall be deemed to be the Processor's conduct in breach of the requirements of the Agreement set out in Clauses 4.1, 6, 8, 10, 13, 16-18 and 22.
26. If the provision of the Data Processing Services is terminated and the Data is erased or returned to the Controller in accordance with Clause 20 of the Agreement, the Agreement may be terminated by either Party by written notice.
27. Without prejudice to any provisions of Regulation (EU) 2016/679, in the event of a breach by the Processor of its obligations under this Agreement, the Controller may instruct the Processor to suspend the processing of the Data until it complies with this Agreement or until the Agreement is terminated. The Processor shall immediately inform the Controller if for any reason it is unable to comply with the Agreement.
28. The liability of the Processor arising out of the willfulness or gross negligence of the Processor shall not be subject to any limitation of liability under this Agreement, notwithstanding that such limitation of liability may have been provided for in the Main Contract.
29. In the event of any inconsistency between the terms of this Agreement and any other agreements entered into between the Parties, including the Main Contract and the Ancillary Agreements (except where the Parties have expressly agreed otherwise in writing and have signed such an agreement), which have been entered into or are due to be entered into subsequent to the date of the conclusion of this Agreement, the provisions of this Agreement shall apply.
30. Each Party shall designate a person responsible for the enforcement of the Agreement and shall specify the contact details for the other Party to communicate with in the event of Data breaches, requests from Data Subjects, and other information relating to the processing of Data under this Agreement.
31. Any disputes arising out of the performance, modification or termination of this Agreement will be settled by negotiation.
32. In the event that the Parties do not reach an agreement to resolve a dispute by negotiation, the dispute shall be resolved in the jurisdiction and according to the applicable law provided for in the Main Contract.
33. The provisions of this Agreement shall not relieve the Processor of its duties, obligations and liabilities that apply to the Processor under Regulation (EU) 2016/679.

SECTION XII
DETAILS AND SIGNATURES OF THE PARTIES

On behalf of the Controller:
CEO

On behalf of the Processor:
CEO

INFORMATION ON THE PROCESSING OF PERSONAL DATA

Name, Date and number of the Service Contract on the basis of which the legal relationship between the parties for the processing of Data is established	(VPP- 240) Provision of IT Service for the Registry of Guarantees of Origin for Renewable Gas, its Implementation, Maintenance and Support. 2025-06-18 No. 2311829
Purpose(s) of the data processing	Provision of IT services for the Registry of guarantees of origin
Categories of data (types)	Personal data of market participants
Categories of data subjects	Name, surname, e-mail address, phone nr.
Processing operations	Data will be used for registration of of the represnenatives of the Controller and market participants in the Registry of guarantees of origin
Period of data processing (storage)	Within the timeframe of validity of the service contract
List of Sub-processors engaged by the Processor (if known at the time of entering into this Agreement)	n.a.
Place of processing (to be indicated if the Data Controller or a Sub-Controller plans to transfer the Data to countries outside the European Economic Area)	The data will not be transfered outside European Union and European Economic Area
Responsible person ² (and contact details) appointed by the Controller	
Responsible person ³ (and contact details) appointed by the Processor	

² For the enforcement of the Agreement and communication with the Data Processor on Data Security issues.

³ For the enforcement of the Agreement and communication of Data breaches, data subject requests and other information relating to the processing of Data under this Agreement.

REQUIREMENTS FOR TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

1. Organisational Data security measures:

- 1.1. **Data security policies and procedures.** The Processor must have a Data and Data processing security policy (which may form part of a constituent information security policy), which shall be reviewed periodically and updated as necessary.
- 1.2. **Roles and responsibilities.** Roles and responsibilities related to the processing of Data must be clearly defined and allocated. In the event of changes in roles (e.g. internal organisational restructuring, redundancy, change of function, etc.), the revocation of staff rights and obligations must be clearly defined through appropriate procedures for the transfer or delegation of roles and responsibilities.
- 1.3. **Access management policy.** Specific access control rights must be assigned to each role in relation to the processing of Data, in accordance with the "need to know" principle.
- 1.4. **Resource and asset management.** The Processor must keep a register of IT resources (hardware, software and network equipment) used to process personal data. The register of IT resources must include at least the following information: the type of IT resource (e.g. service station, computer workstation), the location (physical or electronic), and the management of this register (including periodic reviews and updates) must be assigned to a specific person, such as an IT specialist.
- 1.5. **Change management.** The Processor must ensure that all material changes to IT systems are monitored and logged by a specific person (e.g. an IT or security professional) and that software development is carried out in a dedicated environment that is not connected to the IT systems used to process the Data. Only test data shall be used when testing systems and, where this is not possible, appropriate additional Data protection measures shall be applied.
- 1.6. **Data Processors.** Where the Processor engages other Sub-processors, the Processor must have established and documented guidelines and procedures governing the selection of the Sub-processors (including obtaining the consent of the Controller) and the processing of Data by them. These procedures must provide for a mandatory level of Data protection not less than that applicable under this Agreement.
- 1.7. **Data security incidents and breaches.** The Processor must have a security incident and breach response plan to ensure effective management of incidents relating to Data security and to include procedures for reporting to the Controller and, where necessary, to the competent authorities and data subjects. All breaches of Data security shall be recorded/documented.
- 1.8. **The continuity of operations.** The Processor shall establish basic procedures to be followed in the event of a security incident or a Data breach to ensure the necessary continuity and availability of the processing of Data by IT systems.
- 1.9. **Staff confidentiality.** The Processor must ensure that all staff understand their responsibilities and obligations in relation to the Data processing. Roles and responsibilities must be clearly outlined to the staff member prior to the commencement of their assigned roles and tasks.
- 1.10. **Training.** Processors must ensure that all staff are sufficiently informed about the security requirements of IT systems relevant to their daily work. Employees whose work involves the processing of Data must receive periodic training on the relevant data security requirements and legal obligations.

2. Technical measures for the security of personal data:

- 2.1. **Access control and authentication.** The Controller shall implement an access control system applicable to all users of the IT system. The access control system shall allow the creation, approval, review and deletion of user accounts. Shared accounts between multiple users shall not be used if unavoidable, it shall be ensured that all users of a shared account have the same roles and responsibilities and that an appropriate mechanism is in place to trace the actions of a specific user. An authentication mechanism shall also be in place to allow access to the IT system. The minimum requirement for a user to access the IT system shall be a user login and password (based on a certain level of complexity), and the access control system shall be able to detect and prevent the use of passwords that do not meet a certain level of complexity. User passwords shall be stored in hash form.
- 2.2. **Technical logbook entries and monitoring.** Technical log records must be implemented for each IT system or application used to process the Data and must record all possible access information (e.g. date, time, review, modification, deletion actions) to the Data. Technical log records shall be time-stamped and protected against possible corruption, tampering or unauthorised access. The timekeeping mechanisms used in IT systems shall be synchronised to a common time reference source.
- 2.3. **Protection of service stations, databases.** Databases and application service stations shall be configured to operate under separate accounts with the lowest operating system (OS) privileges. Databases and application

workstations shall only process Data that is necessary for work consistent with the purposes for which the Data are processed.

- 2.4. Workplace protection.** Employees and other users must not be able to disable or bypass security settings on IT systems. Anti-virus applications and their virus information databases must be kept up to date. Users must not have privileges (rights) to install, remove, administer unauthorised software. IT systems must have a defined session time, i.e. if a user is inactive on the system for a defined period of time, his session must be terminated. Critical operating system security updates must be installed regularly and immediately.
- 2.5. Network and communications security.** Whenever access to the IT systems used is via the Internet, the connection must be encrypted using cryptographic protocols (e.g. TLS/SSL).
- 2.6. Backups.** Data backup and recovery procedures must be defined, documented and clearly linked to roles and responsibilities. Adequate physical security of the environment and premises must be provided for backup media. The backup process must be monitored to ensure completeness and completeness. Full backups must be made regularly.
- 2.7. Mobile, portable devices.** Procedures for the management of mobile, portable devices must be established and documented, clearly describing the proper use of such devices. Mobile and portable devices that will be used to work with the Manager's information systems must be registered and authorised before use. Mobile, portable devices must have a sufficient level of access control procedures in line with other equipment used to process Data.
- 2.8. Software safety.** The software used in the Processor's information systems (for Data Management) shall comply with software safety best practices, software development safety best practices, software development frameworks and standards (e.g. Agile, OWASP, etc.). Specific safety requirements related to the particularities of the Processor's activities must be defined in the initial stages of software development. During the programming process, the Processor shall comply with data security programming standards and best practices, and after software development, testing and verification, the basic safety requirements shall be met at the start of the system installation and operation.
- 2.9. Data deletion, removal.** Electronic information and data must be destroyed beyond recovery. Paper documents and portable media shall be shredded.
- 2.10. Physical security.** Physical protection against unauthorised access shall be implemented for the environment and premises where the IT system infrastructure is located.

COMMITMENT OF CONFIDENTIALITY

18/6/ 2024

Vilnius

AB Amber Grid, a public limited liability company established and operating under the laws of the Republic of Lithuania, with legal entity number 303090867 and its registered seat in Laisvės ave. 10, LT 04215 Vilnius, the data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as **Amber Grid**), represented by the CEO, and

Grexel systems Oy a company established and operating under the laws of the Republic of Finland, legal entity number FI09656604 with its registered seat in Lautatarhankatu 6 00580 HELSINKI, data on the company is collected and stored in the Register of Legal Entities of the Republic of Finland (hereinafter referred to as the **Recipient of Information**), represented by CEO.

Amber Grid and the Recipient of Information are hereinafter collectively referred to as the **Parties** and individually as a **Party**,

CONSIDERING THAT Amber Grid intends to communicate confidential information (including inside information) to the Recipient of Information,

THEREFORE, Amber Grid and the Recipient of Information shall agree and enter into this Confidentiality Agreement (hereinafter referred to as the **Agreement**) as part of their contractual obligations:

1. Confidential information

1.1. For the purposes of this Agreement confidential information shall be deemed to be any and all data and information received in any form whatsoever by the Recipient of Information or any person acting on its behalf or in its interests (including, without limitation, an employee, representative or consultant) from Amber Grid or any person acting on its behalf or in its interests (including, but without limitation, an employee, agent or consultant) (hereinafter referred to as **Confidential Information**).

1.2. Confidential information shall not include such information or matter which:

1.2.1. is or becomes public pursuant to the legislation of the Republic of Lithuania other legal acts or the Articles of Association of Amber Grid;

1.2.2. at the time of submission has already been made public or is otherwise publicly available to the general public;

1.2.3. Amber Grid notifies the Recipient of Information in writing of it not being considered confidential or sensitive.

1.3. In the event of any doubt as to whether information is Confidential, it must be treated as such until Amber Grid informs that such information is not Confidential.

2. Terms of use of Confidential Information

2.1. Recipient of Information, its employees, representatives and consultants shall undertake to keep Confidential Information secret and not disclose it in whole or in part to any third party in any form or by any means without a relevant prior written consent from Amber Grid.

2.2. Recipient of Information, its employees, representatives and consultants shall undertake to not use Confidential Information in any manner that may cause damage or loss to Amber Grid.

2.3. Recipient of Information shall only grant access to Confidential Information to the following employees, representatives or consultants:

2.3.1. employees, representatives or consultants who shall be obligated to know Confidential Information by the nature of their position or job;

2.3.2. employees, representatives or consultants who have been informed of the confidential nature of information and who have undertaken to comply with confidentiality obligations on equal terms and conditions to those set out in this Agreement;

2.4. Recipient of Information, its employees, representatives and consultants shall undertake to inform Amber Grid about any unauthorised use/disclosure of Confidential Information that has occurred or is anticipated.

2.5. Recipient of Information, its employees, representatives and consultants shall be aware that certain Confidential Information may also be considered inside information for the purposes of the legislation governing markets in financial instruments and shall be aware of the restrictions on the use of inside information in the trading of financial instruments.

2.6. The obligations of the Recipient of Information set out in this Agreement not to disclose Confidential Information shall not apply if and to the extent that the Recipient is required to do so by law or other regulations, and the Recipient of Information is under an obligation to disclose Confidential Information to an authorised state, municipal, governmental or other authority, body, organisation or its representative, or to a court. If pursuant to applicable laws or regulations the Recipient of Information is obliged to disclose any part of Confidential Information, Amber Grid shall be immediately notified in writing prior to the disclosure of such Confidential Information.

2.7. Concerning Confidential Information in electronic format, the Recipient of Information undertakes the following:

2.7.1. to ensure that all computer stations, which are used for work with Confidential Information in electronic format obtained within the scope of this Agreement, shall be equipped with legal, activated version of anti-virus software;

2.7.2. to ensure that Confidential Information in electronic format shall not be transmitted/handled in respective service domains on the Internet, such as *Dropbox*, *Google Drive*, *One Drive*, except where such services are provided to the Recipient of Information under corporate (not individual use) agreements with the providers of such services;

2.7.3. to ensure that portable electronic media (e.g. CDs/DVDs, USBs) containing Confidential Information shall be encrypted or stored in locked information storage devices (cabinets, safes, dedicated locked rooms, etc.), or otherwise protected against theft or loss of such devices.

3. Liability

3.1. In the event of a breach by the Recipient of Information of any of its obligations under this Agreement, the Recipient of Information shall be liable to pay a fine of EUR 3,000 and to indemnify or reimburse Amber Grid for the losses, costs or expenses (including legal costs), directly or indirectly caused, incurred or sustained by Amber Grid as a direct or indirect result of such a breach.

3.2. The Recipient of Information shall ensure that its employees, representatives and consultants properly comply with the confidentiality obligations set out in this Agreement.

4. Validity of the Agreement. The Agreement shall enter into force on the date of its signature and shall remain in force for an unlimited period of time. If for any reason the Agreement is to be terminated, the termination shall not release the Recipient of Information from its obligation not to disclose the Confidential Information provided under this Agreement.

5. Other provisions

5.1. Under this Agreement, the Recipient of Information is obligated not to provide any information about Amber Grid or any transaction with Amber Grid to entities from the Russian Federation, the Republic of Belarus, the People's Republic of China, and other states or territories (or their representatives) that may pose a risk to national security or strategic interests, including but not limited to these territories. Additionally, representatives or entities from these states or territories must not be involved in the main transaction or related activities in any form.

5.2. Under this Agreement, the Recipient of Information is obligated to ensure that no equipment or its components, materials manufactured in the Russian Federation, the Republic of Belarus, and the People's Republic of China, are installed during the execution of the transaction.

5.3. Shall any court or other authorised institution decide that any provision of the Agreement is in whole or in part invalid or inapplicable in any other manner, however, would be valid and enforceable if properly modified, then such provision shall be subject to such modification as may be necessary to make it valid and enforceable. If such provision cannot be so modified, its invalidity or non-applicability shall not affect or adversely affect the validity or enforceability of the remainder of the Agreement.

5.4. The Agreement shall be concluded in two copies of equal force. One copy of the Agreement shall be delivered to Amber Grid and the other copy shall be retained by the Recipient of Information.

5.5. The Agreement shall be governed by the laws of the Republic of Lithuania. All disputes arising between Amber Grid and the Recipient of Information regarding the conclusion, validity or execution of the Agreement shall be settled in the process of negotiation. Should Amber Grid and the Recipient of Information fail to resolve any dispute by negotiation, the dispute shall be settled by a competent court in the Republic of Lithuania.

On behalf of AB Amber Grid:
CEO

On behalf of Grexel systems Oy:
CEO