

AGREEMENT
ON THE RIGHT TO USE THE ELECTRONIC TRANSMISSION SERVICE BOOKING AND
ADMINISTRATION SYSTEM
No AF2023-0

6th of September 2023
Vilnius

Transmission System Operator AB Amber Grid (hereinafter - *Service Provider*) represented by Vytautas Ruolia, Commercial Director, acting under the Chief Executive Officer's Order No. 1-96 dated 25 November 2021 "On the division of duties and activities", on the one part, and transmission Network User (hereinafter - *Customer*) represented by acting under, on the other part,

whereas the parties have entered into contractual relations under which the *Service Provider* delivers to the *Customer* natural gas and/or the Natural Gas Balancing Agreement has been concluded, the parties hereby agree on the right to use the Electronic Transmission Service Booking And Administration System (hereinafter - Agreement for access to the Electronic System):

Subject of the Agreement for Access to the Electronic System

1. Setting the terms and conditions for and the scope of the use of the *Service Provider's* electronic transmission service booking and administration system by the *Customer*, stipulating the rights and obligations as well as other mutual relations of the parties.

Terms and Definitions

2. Rules – the rules governing the use of the electronic transmission service booking and administration system and the relations between the *Service Provider* and the *Customer*.

3. Electronic transmission service booking and administration system (hereinafter - 'Electronic System') – an electronic system for the provision of the *Service Provider's* information and services online.

4. Agreement – the Agreement on the Natural Gas Transmission Services or the Natural Gas Balancing Agreement concluded by and between the *Service Provider* and the *Customer*.

Login Addresses

5. The *Customer* shall log in to the Electronic System and download the VAT invoices via the *Service Provider's* website at www.ambergrid.lt in the Self-service section.

Data Provision Terms and Conditions

6. The *Service Provider* shall ensure an uninterrupted operation of the Electronic System (the operation of the Electronic System may only be interrupted for the purpose of making changes in the Electronic System's structure or functionalities, as well as during maintenance work).

7. The Rules are an integral part of the Agreement for access to the Electronic System, and the *Service Provider* shall have the right to unilaterally establish and amend the Rules for the use of the Electronic System, with prior notice to the *Customer*.

8. The *Service Provider* shall enter into the Electronic System the *Customer* usernames corresponding to the *Customer's* email addresses (Annex 1), save this information, refrain from disclosing it to any third party, and enable the creation or modification of passwords for logging into the Electronic System.

9. By signing this Agreement for access to the Electronic System, the *Customer* confirms that he has been acquainted with the Rules and undertakes to observe them. The Rules are published on the *Service Provider's* website at www.ambergrid.lt in the Self-service section.

10. The *Customer* shall have the right to receive, via the Electronic System, information on the transmission and balancing services and to take action as stated in the Rules.

11. The Customer downloads the VAT invoices through www.ambergrid.it, the Self-service section, using the following login credentials:

11.1. Username –

11.2. Initial password –

12. The *Service Provider* shall enter the Customer's email addresses (Annex 2) for the purpose of downloading VAT invoices, save this information, refrain from disclosing it to any third party, and enable to reset of the initial password.

13. The *Customer* shall change the initial password to a new password known only to the *Customer*, for the purpose of downloading VAT invoices.

14. The usernames assigned to the *Customer* shall be set out in Annexes 1 and 2 to the Agreement, which the *Customer* shall promptly update in the event of any changes (which shall always be the *Customer's* most recent notification, which shall automatically supersede the previous notification as of the date specified in the notification), and failure to update in a timely manner shall render the *Customer* liable for all the risks involved, including, but not limited to, any possible damages to the *Service Provider*.

Rights and Obligations of the *Service Provider*:

15. The *Service Provider* shall have the right to amend or supplement the structure and functionalities of the Electronic System.

16. The *Service Provider* shall have the right to suspend the use of the Electronic System without a warning if the *Customer* is in breach of the agreement on the right to use the Electronic System, fails to observe the Rules, or attempts to interfere with the operation of the Electronic System.

17. The *Service Provider* shall not be liable for the consequences if the *Customer* provides untrue information or discloses his data to third parties.

18. The *Service Provider* shall not be liable for the *Customer's* inability to use the Electronic System and for the loss of information in the Electronic System due to failure of the telecommunication networks and/or due to the fault of companies providing telecommunication services.

Rights and Obligations of the *Customer*:

19. By signing this Agreement for access to the Electronic System, the *Customer* undertakes to comply with the Rules and the guidelines contained in the Electronic System and the *Service Provider's* website (www.ambergrid.it, in the Self-service section).

20. The *Customer* shall provide truthful and correct information in the Electronic System. Having noticed any untrue or incomplete information, the *Customer* shall notify the *Service Provider* immediately specifying the inaccurate or incomplete information and shall update it.

21. The *Customer* shall declare the data in the Electronic System in energy units.

22. The *Customer* agrees that the data provided in the Electronic System will be used for the calculation of the fees specified in the Agreement.

23. The *Customer* agrees that in case of temporary inability to use the Electronic System for technical reasons, the *Customer* shall provide the information via electronic email to the addresses provided in the Agreement.

24. The *Customer* shall have the right to suspend or stop the use of the Electronic System by giving the *Service Provider* a 3 business days' written notice.

25. The *Customer* undertakes to ensure the accuracy of the information provided in Annexes 1 and 2 of the Agreement. Any person specified in Annexes 1 and 2 who logs in to the Electronic System and/or downloads VAT invoices through www.ambergrid.it, the self-service section, using the username shall be deemed to be the *Customer*. In such a case the *Service Provider* shall not be liable for the provision of incorrect information or other consequences.

Validity, Amendments and Termination of the Agreement for access to the Electronic System

26. The Agreement for access to the Electronic System shall take effect on 1 October 2023 and shall remain in effect indefinitely. Upon the entry into force of the Agreement for access to the Electronic System, the Agreement on the Right to Use the Electronic Transmission Service Booking and Administration System Nosigned by the Parties on shall automatically terminate, and *Customer* will not be able to make any corrections or booking in the old Electronic System available on website at www.ambergrid.lt in the Self-service section (hereinafter – old Electronic System). Nevertheless, for the purposes of planning and executing the new Agreement for access to the Electronic System, the *Customer* shall have the right to access the old Electronic System and view the historical data recorded therein for a period of one year from the entry into force of the Agreement for access to the Electronic System.

27. The Customer shall be entitled to commence use of the Electronic System in accordance with this Agreement for access to the Electronic System as of 1st October 2023.

28. Amendments and additions to this agreement shall be valid provided that they have been executed in writing and confirmed by signatures of both parties.

29. The party may terminate the Agreement for access to the Electronic System on a unilateral basis by giving the other party a 3 business days' written notice.

30. The Agreement for access to the Electronic System shall automatically become null and void in case of termination of the Agreement on the Natural Gas Transmission Services or the Natural Gas Balancing Agreement.

Final Provisions

31. Obligations of the parties stipulated in the Agreement for access to the Electronic System may be assigned to another legal person under the provisions of the Civil Code of the Republic of Lithuania and other laws by giving a written notice to the Service Provider. In case of change in the legal status or reorganisation of the party, the rights and obligations of the parties stipulated in the Agreement for access to the Electronic System shall be taken over by an assignee/assignees, of which the Service Provider shall be notified immediately in writing.

32. The parties shall immediately notify one another in writing of a change in their legal status, name, address or other contract details or of any circumstances that pose a threat to the due fulfilment of the parties' obligations under this agreement.

33. The parties shall immediately notify one another of any change in the information specified in the Agreement for access to the Electronic System.

34. The Service Provider and the Customer shall exchange information by the methods stipulated in the Agreement. Provision of information to the Customer via the Electronic System shall be deemed to be proper provision of the information and it shall be deemed that the Customer has received it.

35. The parties hereby warrant to one another that any information related to this agreement shall be confidential and shall not be used for any other purpose unless the other party gives its prior written agreement. These restrictions shall not apply to information which (1) is or has become publicly known without breaching this agreement; (2) has been received from a third party which is not bound by the confidentiality undertaking; or (3) has been disclosed subject to written consent of the other party. Furthermore, these restrictions shall not apply to the provision of information to state institutions that are entitled to receive it under Lithuanian law.

36. The parties agree that the Agreement for access to the Electronic System signed with the qualified electronic signature shall be considered valid and have the same legal effect as if signed by an original physical signature. If the Parties or one of them does not use an electronic signature, the scanned Electronic System Access Agreement sent via electronic mail shall be valid, but the Parties must immediately forward the original of this Agreement to each other by registered mail.

37. The Agreement for access to the Electronic System has been executed in two counterpart copies having the same legal force, a copy for the Service Provider and a copy for the Customer.

38. Annexes 1 and 2 of this Agreement for access to the Electronic System shall form an integral part and shall be amended unilaterally by the Customer by notice under paragraph 14.

39. Signatories to the agreement:

Service Provider

Customer

Commercial Director
Vytautas Ruolia

(Title, name and signature)

(Name of the *Customer*, legal entity's number)

(address, telephone number, e-mail address)

AB „Amber Grid“
pardavimai@ambergrid.lt

**APPLICATION
TO GRANT ACCESS AND/OR REVOKE ACCESS
TO AN ELECTRONIC SYSTEM**

Date

Please grant access and/or revoke access to the Electronic Transmission Service Booking and Administration System for these persons:

Eil. Nr.	Name	Surname	Telephone number	E-mail address	Privileges** Grant /Revoke
1.					
2.					
3.					
4.					
5.					

***To be completed by entering the word 'Grant' or 'Revoke'*

The amendments concerning authorized persons shall enter into force from _____
(no earlier than 3 days after the notification)

(*Customer's* Chief Executive Officer)

(Signature)

(Name Surname)

(Name of the *Customer*, legal entity's number)

(address, telephone number, e-mail address)

AB „Amber Grid“
pardavimai@ambergrid.lt

**APPLICATION
TO GRANT AND/OR REVOKE
ACCESS TO DOWNLOAD VAT INVOICES**

Date

Please enter the following email addresses to download VAT invoices*:

Eil. Nr.	Name	Surname	Telephone number	E-mail address	Privileges** Grant /Revoke
6.					
7.					
8.					
9.					
10.					

**Due to the limited number of characters (up to 125), please provide no more than 3/4 responsible contact persons for VAT invoices and their email addresses.*

***To be completed by entering the word 'Grant' or 'Revoke'*

The amendments concerning authorized persons shall enter into force from _____
(no earlier than 3 days after the notification)

(*Customer's* Chief Executive Officer)

(Signature)

(Name Surname)