

**AGREEMENT  
ON THE RIGHT TO USE THE ELECTRONIC TRANSMISSION SERVICE BOOKING AND  
ADMINISTRATION SYSTEM**

No .....

Vilnius, .....20..

Amber Grid AB represented by .....  
..... acting under .....  
....., hereinafter referred to as the '*Company*', on the one part, and  
..... represented by .....  
..... acting under .....  
....., hereinafter referred to as the '*User*', on the other part, whereas the parties  
have entered into contractual relations under which the Natural Gas Transmission Service  
Contract or the Natural Gas Balancing Agreement has been concluded, the parties hereby agree on  
the right to use the Electronic System on the terms and conditions set forth below:

**Subject of the Agreement on the Right to Use the Electronic System**

1. Setting the terms and conditions for and the scope of the use of the *Company's*  
electronic transmission service ordering and administration system by the *User*, providing to the  
*User* with log-in data for the electronic transmission service ordering and administration system,  
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 ordering and  
administration system and the relations between the *Company* and the *User*.

3. Electronic transmission service ordering and administration system (hereinafter  
referred to as the '*Electronic System*') – an electronic system for the provision of the *Company'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 *Company* and the *User*.

**Address for Login to the Electronic System**

5. The *User* shall log in to the Electronic System through the *Company's* website  
[www.ambergrid.lt](http://www.ambergrid.lt).

**Data Provision Terms and Conditions**

6. The *Company* 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).

7. The *Company* shall be entitled to set the Rules for the Use of the Electronic System and  
to amend them subject to a prior notice to the *User*.

8. The *Company* shall provide the *User* with the user name and initial passwords for the  
login to the Electronic System and shall not disclose them to any third party.

9. By signing this agreement on the right to use the Electronic System, the *User* confirms  
that he has been acquainted with the Rules for the Use of the Electronic System and undertakes to  
observe them. The Rules for the Use of the Electronic System are published in the *Company's*  
website [www.ambergrid.lt](http://www.ambergrid.lt).

10. The *User* 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.

**Log-in Data for the Connection to the Electronic System**

11. User name – .....

12. Initial password – .....

13. Upon connecting to the Electronic System for the first time, the *User* shall change the initial password into a new password known only to the *User*.

**Rights and Obligations of the *Company*:**

14. The *Company* shall provide the *User*, free of charge, with the user name and initial password for the purposes of logging-in to the Electronic System.

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

16. The *Company* shall have the right to unilaterally amend the Rules by giving the *User* a prior notice.

17. The *Company* shall have the right to suspend the use of the Electronic System without a warning if the *User* 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.

18. The *Company* shall not be liable for the consequences if the *User* provides untrue information or discloses his data to third parties.

19. The *Company* shall not be liable for the *User's* inability to use the Electronic System and for the loss of information in the Electronic System due to failure of the telecommunications networks and/or due to the fault of companies providing telecommunications services.

**Rights and Obligations of the *User*:**

20. By signing this agreement on the right to use the Electronic System, the *User* undertakes to comply with the Rules and the guidelines contained in the Electronic System and the *Company's* website ([www.ambergrid.it](http://www.ambergrid.it)).

21. The *User* shall provide truthful and correct information in the Electronic System. Having noticed any untrue or incomplete information, the *User* shall notify the *Company* immediately specifying the inaccurate or incomplete information and shall update it.

22. The *User* shall declare the data in the Electronic System in energy units.

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

24. The *User* agrees that in case of temporary inability to use the Electronic System for technical reasons, the *User* shall provide the information by other means of communications (via electronic email to the addresses provided in the Agreement or by facsimile).

25. The *User* shall have the right to suspend or stop the use of the Electronic System by giving the *Company* a 3 business days' written notice.

26. The *User* shall, upon logging in to the Electronic System for the first time, change the password received from the *Company* into a new password known only to the *User*.

27. In case of loss of password, the *User* may request the *Company* to reset the initial password. On receipt of the request, the *Company* shall reset the initial password immediately. After logging in to the Electronic System by means of the reset password, the *User* shall change the password into a new password known only to the *User*.

28. The *User* shall safeguard the password and not to disclose it to third parties and in case of loss of the password shall immediately notify the *Company*. Any person who logs in to the Electronic System using the user password shall be deemed to be the *User*. In such a case the *Company* shall not be liable for the provision of incorrect information or other consequences.

**Validity, Amendments and Termination of the Agreement on the Right to Use the Electronic System**

29. The agreement on the right to use the Electronic System shall take effect on the date of its signature and shall remain in effect indefinitely.

30. The *User* shall start using the Electronic System on ... ..... 20 ... .

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

32. The party may terminate the agreement on the right to use the Electronic System on a unilateral basis by giving the other party a 3 business days' written notice.

33. The agreement on the right to use 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 or in case of cancellation, by the *Company*, of the user name assigned to the *User* for other reasons not related to the carrying out of this agreement.

#### **Final Provisions**

33. Obligations of the parties stipulated in the agreement on the right to use 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 *Company*. In case of change in the legal status or reorganisation of the party, the rights and obligations of the parties stipulated in the agreement on the right to use the Electronic System shall be taken over by an assignee/assignees, of which the *Company* shall be notified immediately in writing.

34. 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.

35. The parties shall immediately notify one another of any change in the information specified in the agreement on the right to use the Electronic System.

36. The *Company* and the *User* shall exchange information by the methods stipulated in the Agreement. Provision of information to the *User* via the Electronic System shall be deemed to be proper provision of the information and it shall be deemed that the *User* has received it.

37. 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 the Lithuanian law.

38. The parties agree that the signed agreement on the right to use the Electronic System is valid when sent by fax or via electronic mail and its legal force is retained until the parties send one another the original copy by registered letter.

39. The agreement on the right to use the Electronic System has been executed in two counterpart copies having the same legal force, a copy for the *Company* and a copy for the *User*.

**Company**

**User**

(title, name and signature)

Seal

(title, name and signature)

Seal