



Energy Market Management Platform for Moldelectrica

Item 7 - Declaration on the
source code status

April 10th, 2026

The Consortium composed of N-SIDE SA and Navitasoft Zrt. (hereinafter referred to as the “Consortium”), hereby jointly declare the following in connection with the tender for the procurement of “T-269/12-25: Energy Market Management Platform with implementation services” (hereinafter referred to as the “Tender”) for SE Moldelectrica (hereinafter referred to as the “Customer”):

1 | Nature of the source code

The Consortium declares that the Energy Market Management Platform proposed under this Tender (the “Platform”) is not entirely open source and consists of a combination of:

- Proprietary (closed-source) software modules developed and/or owned by either of the Consortium (and/or their sub-contractor(s));
- Open-source software libraries and frameworks used in accordance with their respective licenses;
- Commercial third-party software components, including specialized software such as optimization solvers and related technical tools.

The proposed model ensures the long-term independence of the Customer while safeguarding the Consortium’s intellectual property.

All data created, generated, processed, or stored by the Customer within the Platform, including but not limited to operational data, market data, configurations, and master data, shall remain the exclusive property of the Customer. The architecture of the Platform is designed to ensure full operational independence and data portability, preventing any form of vendor lock-in and enabling the Customer to access, extract, and use its data without restriction.

2 | Proprietary components

Software products of the Consortium, covering core business logic, configuration layers, integration services forming the essential functionality of the Platform are proprietary software and therefore shall remain either of the Consortium’s (and/or their sub-contractor(s)’) ownership. These proprietary modules include (non-exhaustive list):

- Market process orchestration (Nomination, MOT, Balancing, Settlement etc.) and workflow engine configurations;
- Integration adapters and APIs developed specifically for the Platform;
- Custom validation, reporting, and configuration modules;
- Security configurations and access-control implementations;

These proprietary components are necessary in order to:

- Ensure performance, reliability, and security of the Platform;
- Protect the Consortium’s technical know-how and intellectual property;

- Provide long-term maintainability and controlled evolution of the solution.
- Prevent any dispute on responsibility over defects for the Warranty period

The Consortium confirms that they hold the necessary rights to use, license, and implement these proprietary components for the purposes and validity of the contract that will derive from the Tender should the Tender be awarded to them.

The Consortium shall be solely responsible for the maintenance, enhancement, and adaptation of the proprietary components. The Customer shall not be entitled to modify these components independently.

Upon reasonable prior notice and subject to a strict confidentiality agreement, the Customer may request to perform a source code audit of the proprietary components solely for verification purposes. Such audit shall not grant any ownership or modification rights and shall be conducted in a manner that does not compromise the Consortium's intellectual property rights or third-party licensing obligations. The sole purpose of such audit right is to provide the Customer with enhanced transparency and assurance regarding the architecture, security, maintainability, and long-term sustainability of the Platform. It enables the Customer to verify that the delivered solution complies with contractual requirements and is designed in a manner that supports operational continuity and future adaptability. In this way, the audit mechanism contributes to mitigating vendor lock-in risks while preserving the integrity of the Consortium's intellectual property. This right shall occur no more than once every twelve (12) months and shall be reimbursable activity. The Consortium shall cooperate with the Customer in conducting audits and provide such assistance as they reasonably require to carry out the audits.

3 | Open-source components

The Platform incorporates certain open-source components, including (non-exhaustive list):

- Operating system components (e.g., Linux-based distributions);
- Application frameworks (e.g., Spring Framework);
- Web server and application server technologies (e.g., Apache, Nginx, Tomcat or equivalents);
- Database solutions (DWH);
- Messaging and integration libraries (e.g., Kafka clients, REST libraries);
- Back-end framework (JAVA 17);
- Front-end frameworks (e.g., Angular, React, Vuejs or similar);
- GUI components (e.g. PrimeVue, Plotly, ...);
- Orchestration and containerization tools (e.g. Kubernetes, Docker, Helm, or equivalent ...);

- IaaS tools (e.g. Proxmox);
- Utility libraries for logging, ELK, Kibana, JSON/XML processing, security, and testing.

Such components are used because they:

- Represent widely adopted industry standards;
- Ensure interoperability and stability;
- Increase transparency and security through mature, community-reviewed technologies;
- Support cost-effective and sustainable system architecture.

All open-source components are used in full compliance with their respective license terms. The inclusion of open-source elements does not alter the proprietary status of the Consortium's own source code modules.

In addition, some components of the Platform might be considered open-source because the source could be made available to the Customer:

- Data warehouse data structure, and stored data
- Configured Settlement formulas for further editing
- Local Reporting structure
- Moldelectrica's grid model and master data
- Market / auction setup

The Customer shall have the right to modify the open-source components of the Platform at any time, including during the execution of the project and throughout the warranty, support, and maintenance period. However, any such modifications made independently by the Customer shall be outside the scope of the Consortium's Warranty and maintenance responsibility. The Consortium does not guarantee the quality, performance, compliance, or adherence to agreed service levels (including SLAs) of the Platform to the extent affected by modifications introduced by the Customer without the Consortium's involvement.

For the avoidance of doubt, the Consortium does not recommend that modifications be carried out independently by the Customer during the contractual period. To ensure system integrity, stability, and performance, the Consortium strongly recommends that any requested modifications or enhancements be implemented by, or in coordination with, the Consortium.

4 | Commercial third-party components

The Platform may integrate commercial off-the-shelf software components, including but not limited to advanced optimization solvers (IBM Cplex, FICO Xpress or equivalent) and advanced GUI components (Ag grid) required to ensure:

- High-performance mathematical computations;

- Robust and reliable execution of complex algorithms;
- Compliance with performance and operational requirements;
- UI performance on some data-intensive screens.

Such components remain the property of their respective licensors and are used under valid commercial licensing agreements.

The Platform shall also integrate third-party licensed elements as requested in the Tender:

- Database management system (Microsoft SQL)
- Windows server

5 | Responsibility statement

The Consortium hereby declare that:

- The information provided in this declaration is true and accurate;
- They have the legal right to use and provide all components included in the proposed Platform;
- The Platform will be composed of a mixed software model consisting of proprietary, open-source, and commercial elements;
- All components will be used in accordance with applicable intellectual property laws and license conditions.
- The Consortium' warranty and liability are strictly limited to the proprietary software components developed and owned by them (as defined in Section 2).
- The Customer shall be responsible for adhering to all license terms and conditions applicable to the open-source and commercial third-party components during the operational life of the Platform.

This declaration is issued for the purpose of participation in the Tender and is made under the Consortium's full legal responsibility.

The lists of proprietary, open-source, and commercial components provided in this declaration are illustrative and not exhaustive. The Platform may include additional components necessary for its functionality, all of which shall be covered by the declarations above.



6 | Signature

For and on behalf of the Consortium:

N-SIDE SA

Name: Quentin Grutman representing RCG SRL
Title: CEO
Date: avril 9, 2026
Place: Louvain-la-Neuve
Signature: _____

Signé par :
Quentin Grutman
DA14594ACD1A4BF...

Navitasoft Zrt

Name: Zoltan Hadju
Title: CEO
Date: April 9, 2026
Place: Budapest
Signature: _____

Signed by:
Zoltan Hadju
E8F8DC107B0346A...

Sandrologic

Name: Serghei Takovsk
Title: CEO
Date: April 9, 2026
Place: Chisinau
Signature: _____

Signed by:
Serghei Takovsk
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