

# Aimtec Standard Terms

## Specific Terms for Project Delivery

### 1 Introductory Provisions

- 1.1 These Specific Terms for Project Delivery (for the purpose of this document the “**Project Terms**”) form an integral part of Armtec’s Standard Business Terms, and further supplement and clarify them for the purposes of Project Delivery. These Project Terms, together with the GBT and the Budget, and where applicable other Project Terms, constitute the Contract. Unless expressly stated otherwise in these Project Terms, the provisions of the GBT shall apply.
- 1.2 In case of any conflict between the documents, the order of precedence shall be as follows: first, the provisions of the Contract (as defined in the GBT); then the licence terms applicable to the software, if such Software forms part of the Project Deliverable; followed by these Project Terms; then any other Specific Terms; and finally, the GBT. Capitalized terms not defined in these Project Terms shall have the meaning set out in the GBT.

### 2 Definitions of Terms

#### 2.1 Project

- 2.1.1 Project is a time-, cost-, and resource-constrained implementation Process of an information system as defined in the Budget (hereinafter referred to as the “**Information System**”), performed for the purpose of delivering defined outputs (achievement of the Project objectives) at the required quality and in accordance with the agreed Requests.

#### 2.2 Process

- 2.2.1 It is a specific organization of activities in time and space, with a defined beginning and end, and with clearly defined inputs and outputs.

#### 2.3 Request

- 2.3.1 It is a component activity leading to the achievement of the Project objectives, in particular a task, error, change, or extra work, whether due to the Customer or a third party. A change may result in a Change Request to the Project Schedule. Extra work may result in a Change Request to both the Schedule and the financial framework of the Project. In addition to tracking progress and deadlines, each Request is assigned to the Contracting Party that is responsible for its type, criticality, and solution priority within the framework of criticality. Requests are recorded and categorized by members of the Supplier’s Implementation Team, and the correctness of entries is confirmed by members of the Customer’s Implementation Team in the Project Report upon completion of the respective Project Phases. Requests for Supplier intervention during the Productive Operation with Support – Incident – shall be entered into the SED application by the Key User to ensure traceability of its entry.

#### 2.4 ServiceDesk

- 2.4.1 The ServiceDesk (SED) is an application for recording and tracking the status of Requests following the start of the Productive Operation with Support and Routine Operation, for the purpose of collecting Warranty Requests.
- 2.4.2 The service is available via the [Service Desk](https://sd.aimtecglobal.com/) <https://sd.aimtecglobal.com/>.

#### 2.5 Key Parameters

- 2.5.1 Key Parameters (the Triple Constraint) are the Project objectives specifying its scope, milestones defining the Schedule, and Price.

#### 2.6 Other Parameters

- 2.6.1 Other Project Parameters include risks, the Implementation Team, and the Schedule. The Schedule contains all Phases of the Project, milestones, main Project tasks, and their interdependencies in time.

### 3 Project Roles – Responsible Persons

#### 3.1 Steering Committee

- 3.1.1 The Steering Committee is the highest body of Project management. Its members are appointed for this role based on the Contract. It comprises at least of the Responsible Person of the Customer and of the Supplier, and of the Project Managers. The Steering Committee is responsible for ensuring compliance with the strategic focus of the Project, achieving the Project objectives, and approving the Project results and any eventual changes to the Key Parameters. Its main tasks include approving the Project Charter and updating it based on Project developments and approving the transition to the Productive Operation with Support considering current Project risks. To support effective communication and cooperation during Project implementation, it is also responsible for resolving escalations raised by the Project Committee. The Steering Committee convenes upon request of the Project Committee.

### 3.2 **Project Team**

3.2.1 The Project Team is a group of individuals involved in the execution of the Project (the Project Committee and the Implementation Team). All team members must be vested with sufficient authority to make decisions concerning to them assigned activities, including subject-matter, process, and technological aspects. The Project Team is responsible for identifying, analyzing, assessing Project risks, and defining mitigation actions. Risks are recorded by the Supplier's Project Manager in the Project Report. For smaller Projects, multiple roles may be accumulated by a single person.

### 3.3 **Project Committee**

3.3.1 The Project Committee is the executive body of the Project management responsible for delivering the Project outputs and ensuring execution of activities according to the approved Key Parameters, or if relevant other defined indicators/measures of the Project, and the instructions of the Steering Committee throughout the entire Project implementation period. Members are appointed by authorized representatives of the Contracting Parties. The Committee comprises at least of the Customer's Project Manager and of the Supplier's Project Manager. The Project Committee is responsible for managing the Project in accordance with the Project Charter/Project Report by breaking it down into operational documents and preparing data for evaluating and monitoring the Project progress, and for coordinating resources throughout the Project implementation. The main task of the Supplier's Project Manager is to define Project activities and their sequence in order to achieve the Project objectives within the defined Key and Other Parameters. The activities are specified in the Project Report and Project Plan. The Supplier's Project Manager is also responsible for securing and coordinating resources on the Supplier's side. The main task of the Customer's Project Manager is to provide Cooperation in the Project management and securing and coordinating resources on the Customer's side. The Project Committee convenes upon the request of any of its members.

### 3.4 **Implementation Team**

3.4.1 The Implementation Team is responsible for executing individual Project activities. Its members are appointed by the Project Committee. The team includes, at minimum, the Key User and ICT Specialist on the Customer's side, and the Supplier's Consultant (hereinafter referred to as "**Consultant**").

### 3.5 **Key User**

3.5.1 The Key User is primarily responsible for designing the target form of to him assigned implemented Processes and adjusting related Processes accordingly, creating Documentation for End Users, updating internal procedure descriptions, training End Users, providing operational support, and handling undefined or unverified variants and states of implemented Processes.

### 3.6 **Deputy Key User**

3.6.1 The Deputy Key User is primarily responsible for providing operational support and handling undefined or unverified variants and states of implemented Processes in the absence of the Key User.

### 3.7 **ICT Specialist**

3.7.1 The ICT Specialist is primarily responsible for resolving Requests related to the supporting infrastructure, i.e., all hardware and software not supplied as Deliverable, but necessary for its operation. He is also responsible for integrating delivered hardware and software into this infrastructure.

### 3.8 **End User**

3.8.1 The End User is a role that, after the Information System is transitioned to the Productive Operation with Support and subsequently within Routine Operation, uses the Information System to support activities performed within Processes.

## 4 **Project Documents**

### 4.1 **Project Charter**

4.1.1 The Project Charter is a document that formally declares the existence of the Project. The Project Charter is prepared only for extensive Projects, with the necessity of its preparation being determined by the Supplier. If no Project Charter is prepared, the relevant information is included in the Project Report. The Project Charter, together with these Project Terms, forms the basis for the management of work and coordination of cooperation between both Contracting Parties. It specifies:

- (1) Key Parameters
- (2) Other Parameters
- (3) Further specification of the method of the Project Delivery (in particular the frequency of document preparation, meetings, specific arrangements regarding the form of individual Phases).

4.1.2 The Project Charter is based on the Contract, prepared by the Supplier's Project Manager with the active involvement of the Customer's Project Manager and, and upon approval by the Steering Committee, becomes an integral part of the Contract.

### 4.2 **Project Schedule**

4.2.1 The Project Schedule is proposed by the Supplier's Project Manager and accepted by the Customer's Project Manager. Each task in the Project Schedule is assigned to all the necessary resources required for its execution. Each task has an owner responsible for its execution. Tasks are distributed over time to ensure timely achievement of Project milestones.

### 4.3 **Target Concept**

4.3.1 The Target Concept is a list of implemented Processes and a description of their target form, in the scope and variants agreed by the Contracting Parties. In case the Information System is connected to other systems, the Target Concept also includes the method of data transfer between such systems. The Target Concept is prepared based on a description of the current form of implemented Processes by the Customer and defines additional circumstances known to the Contracting Parties (other Processes, projects) that may impact on the execution of the Project. The Target Concept includes as an appendix the Infrastructure Support Requirements (see paragraph 4.4 below) and their operation. It is prepared by members of the Supplier's Implementation Team and accepted by members of the Customer's Implementation Team; such acceptance may also occur based on the acceptance of the Project Report for Prototyping (see paragraph 5.4 below).

#### 4.4 **Infrastructure Support Requirements**

4.4.1 The Infrastructure Support Requirements define the technical conditions necessary for the operation of the Information System. The Customer is responsible for ensuring such technical conditions.

#### 4.5 **Project Report**

4.5.1 The Project Report is the main management tool for Project Delivery. It reflects the current status of the Project, readiness of the Information System and supporting infrastructure, readiness of data, and readiness of Key Users and End Users. It includes information on the current form of the Project Charter, if executed, and the status of the Project implementation. These are entered via Requests.

- (1) The information is structured as follows:
- (2) Project Summary
- (3) WBS (all Requests grouped by the structure of the Deliverable's subject matter or Process structure)
- (4) AIM Activities (Requests for the Supplier)
- (5) CUST Activities (Requests for the Customer, required Cooperation)
- (6) Project Changes (Requests leading to changes to the Project's time or financial framework)
- (7) Risks (Requests aimed at mitigating risks)

4.5.2 The Project Report is prepared by the Supplier's Project Manager and submitted to the Customer's Project Manager for acceptance.

#### 4.6 **Documentation for Key Users / Project Documentation**

4.6.1 Documentation for Key Users is created by gradually expanding the Target Concept with a detailed description of implemented Processes during Prototyping and Integration Testing. Upon completion of the Project, it becomes the Project Documentation, which describes the agreed functionality and behavior of the Information System.

#### 4.7 **Documentation for End Users**

4.7.1 The Documentation for End Users is prepared by the Key Users based on the Documentation for Key Users / Project Documentation and serves as a basis for the training of End Users.

#### 4.8 **Acceptance Protocol**

4.8.1 The Acceptance Protocol is a document by which the Customer confirms the acceptance of the Project Deliverable or its individual parts/Phases, whereby the Project Delivery or its respective parts/Phases are deemed to have been duly completed.

### 5 **Project Delivery**

Project Delivery is divided into individual Phases. Each Phase has its milestones and tie into one another. In certain cases, Phases may overlap or, depending on the scope of the Project, some Phases may be omitted, at the discretion of the Supplier. Any clarifications and deviations from the standard methodology are specified in the Project Charter or Project Report.

The Phases of the Project and the objectives of their execution are as follows:

#### 5.1 **Project Preparation and Analysis**

- (1) This Phase is intended to define the Project framework and to familiarize the Implementation Team with the scope and method of the Project Delivery, and subsequently to specify the Customer's Requests for the functionality of the Processes.
- (2) After signing of the Contract, the Project is initiated. During this Phase, the Project Charter/Project Report is prepared and a Kick-off Meeting is held as a platform where the Project Committee presents the Implementation Team with the proposed Project Delivery and communicates the Project objectives, its scope in the form of a list of implemented Processes, parameters, method of Project Delivery, and Project management.
- (3) The Steering Committee shall approve the Project Delivery or shall submit comments to the Project Committee requiring changes to the proposed Project Delivery. Approval of the Project execution is a condition for continuation to the next Project Phase.
- (4) Subsequently, an Analysis of the current state and the definition of the Target Concept is carried out. The Analysis is conducted by the Key User and the Consultant. The Customer's Project Manager assigns the Processes to individual Key Users. The Key Users shall make a description of the current state of the Processes in all their variants and identify any other known circumstances (other Processes, projects) that may affect the implementation of the Project. In the case of integration of the Information System with other systems, the Customer's Project Manager shall ensure Cooperation by suppliers of integrated information systems in the Analysis.

#### 5.2 **Installation and Configuration of Support Infrastructure and the Information System**

- (1) Configuration of hardware and software within the support infrastructure and installation of the basic version of the Information System into the infrastructure environment.
- (2) Configuration of the Information System according to the Target Concept.

#### 5.3 **Data Preparation**

- (1) The Key Users shall prepare data samples on which the functionality of the Information System will be verified during the Prototyping and Integration Test Phases.
- (2) As part of the data preparation for the actual operation of the Information System, the Supplier shall provide a data structure – template and its description – for the areas defined in the Target Concept. The Customer's Implementation Team shall populate the data structures. If data migration is a part of the Project, the Supplier shall migrate the defined data from the agreed data structures into the Information System. Migration generally means the transfer of data from the defined data structures of the Customer into the implemented Information System. This migration does not affect the Customer's obligation to back up data in accordance with the GBT (paragraph 16.5).
- (3) The Key Users shall carry out a data quality check.

#### 5.4 **Prototyping**

5.4.1 During this Phase of the Project, the following activities are carried out in particular:

- (1) Introduction of the Key Users to the Information System via an initial overview training;
- (2) Handover of the implemented Processes by the Consultants to the Key Users in the form of training;
- (3) Specification of acceptance criteria by the Key Users (sample data and required outputs from the Information System), on which the Information System prototype is verified;
- (4) Independent verification and refinement of the Processes design by the Key Users with support from the Consultants, and recording of Requests for modification of the Processes in the Project Report;
- (5) The Phase shall be deemed accepted when at least 90% of the Processes are without critical Requests assigned to the Supplier (Category H) from the total number of Processes, and at least 60% of the Processes are without non-critical Requests assigned to the Supplier (Category M), from the total number of Processes.

## 5.5 Integration Test

5.5.1 During this Phase of the Project, the following activities are carried out in particular:

- (1) Preparation of integration test scenarios, preparation of data, and preparation of acceptance criteria;
- (2) Handover of Process Change Requests from the Prototyping Phase;
- (3) Implementation of interfaces – integrations between Processes in the Information System and between integrated systems;
- (4) Independent verification of Requests and integrations by the Key Users and recording of Requests in the Project Report;
- (5) The Phase shall be deemed accepted if 100% of the Processes are without critical Requests assigned to the Supplier (Category H) from the total number of Processes, and at least 80% of the Processes are without non-critical Requests assigned to the Supplier (Category M), from the total number of Processes;
- (6) By signing the Acceptance protocol – Integration Test, should it represent a Milestone under the Contract, the Customer confirms that the Information System or the delivered Processes are capable of being used in the Productive Operation with Support or, where applicable, in Routine Operation. The provisions on acceptance of Deliverable pursuant to clause 10.3 of the GBT shall not be affected hereby in any way.

## 5.6 Preparation of the Productive Operation with Support

5.6.1 During the preparation for the transition to the Productive Operation with Support, the following activities are carried out in particular:

- (1) Preparation of data for Productive Operation with Support;
- (2) Training of End Users;
- (3) Specification of conditions for the transition to Productive Operation with Support;
- (4) Configuration of the internal support system;
- (5) Definition of backup procedures in case of Information System outages across all shifts.

5.6.2 The Project Committee will assess the impact of risks on the start of Productive Operation with Support and defines the activities required to eliminate such risks.

## 5.7 Productive Operation with Support

- (1) Productive Operation with Support is the Phase of the Project during which the Information System is independently used by End Users under the supervision of the Key Users. The Phase serves to verify the performance of the Information System during operation with live data but with support from the Supplier, including conditions that could not be simulated in the previous Phases.
- (2) The actual commencement of Productive Operation with Support shall take place following acceptance of the preceding Project Phases.
- (3) End User support shall be provided by the Key Users. Support for the Key Users shall be provided by the Supplier. New Requests by Key Users for the Supplier shall be submitted by the Customer's Project Manager in the SED system. The Supplier shall provide support for this Phase by resolving Incidents within a response time of up to the end of the second business day.
- (4) This Phase ends fourteen (14) days after it goes-live.

## 5.8 Warranty for Project Deliverables

- (1) The Supplier warrants that the Information System complies with the functionality defined in the Project Documentation, provided the operating conditions are observed. The Supplier is liable defects of the Project for a period of 90 days from the go-live of the Productive Operation with Support. The Supplier shall not be liable for defects caused by incorrect or incomplete data, or if the Customer failed to disclose all information, circumstances, and facts necessary for the Project Delivery, or for defects in hardware or software of third parties, unless such are HW Products or SW Products. The Customer shall provide appropriate Cooperation in the identification and resolution of a defect. The Cooperation also includes providing application data for the purpose of defect analysis.
- (2) If the issue is not a defect covered by the warranty set forth herein, the Supplier is not obliged to resolve it unless the Support is ordered by the Customer under the Specific Terms for the Support.

## 6 Project Management

### 6.1 Cooperation

- (1) The term **Cooperation** means all activities which the Customer undertakes to provide during Project Delivery in order to enable the Supplier to carry out the Project Deliverable. The key Requirements for Cooperation by the Customer are described in the individual Project Phases.
- (2) By way of example, the Supplier lists the following Requirements for Cooperation across all Phases; the Supplier may identify further Requirements for Cooperation during the implementation of the Project.
- (3) The Customer shall ensure access for members of the Supplier's Project Team to the Information System at the place of performance at the Customer's site, and shall also allow local and remote access to its supporting infrastructure, internet connection, and internal data network of the Supplier

for the purpose of the Project Delivery, in accordance with the specifications in the Supporting Infrastructure Requirements and its operation.

- (4) The Customer shall create a shared directory for members of the Project Team for storing the Project Documentation accessible both locally and remotely.
- (5) The Customer is responsible for creating appropriate access profiles and rights and for adequate data protection against misuse, loss, or destruction.
- (6) The Customer shall provide suitable premises at the place of performance at the Customer's site, equipped with appropriate technical facilities (whiteboard, flipchart, data projector, training PCs, printers) suitable for organizing and managing the Project, training, meetings, and preparation of the Project Team members.
- (7) The Customer is obliged to provide training to the Supplier's Project Team members on occupational health and safety and other relevant regulations where such training is required for work at the Customer's site.
- (8) The Customer is obliged to coordinate the supplies of third parties (especially in the areas of infrastructure and integration), which are not explicitly part of the Supplier's Deliverable, are considered Cooperation obligations.

## 6.2 Categorization and Prioritization of Requests

6.2.1 Requests are divided into the following categories. Categorization is defined by the Supplier's Project Manager and approved by the Customer's Project Manager:

- (1) Category H / Critical Request – issues that prevent the use of the Information System; i.e., they cause the Information System to “freeze” or “crash” during regular use, result in data loss or corruption during regular use, render parts of the Information System non-functional, and there is no workaround available.
- (2) Category M / Non-critical Request – issues that limit the use of the Information System; i.e., they cause significant problems during use. These problems do not affect data quality and are manageable through a temporary workaround.
- (3) Category L / Minor Request – issues that do not restrict the operation of the Information System but complicate procedures when using the Information System, i.e., discrepancies between the Information System's behavior and what is described in the Project Documentation, or issues not covered by categories H and M above.

## 6.3 Change Management

6.3.1 Change Management is a mechanism that enables the controlled modification of the Project Delivery scope. If a Request leads to a change in the time frame and/or financial framework of the Project, the Supplier's Project Manager shall submit a proposal to modify the Key Parameters via the Project Report. If the Request results in a change to the time frame of the Project, the Supplier's Project Manager shall present an updated Project milestone schedule (Timeline). If the Request leads to an increase in the financial scope, the Supplier's Project Manager shall propose an estimated scope of the solution, the Price of which shall be calculated based on the Project hourly rate.

6.3.2 A Change Request proposal is valid for 14 days from the date of issuance by the Supplier's Project Manager.

6.3.3 The Customer's Project Manager is authorized to accept a Change Request. Unless otherwise explicitly agreed in the Contract, the Customer's Project Manager may approve changes to the scope of the Key Parameters up to 10% of their original Price. In the case of greater deviation, approval must be granted by the Steering Committee.

6.3.4 If the Change Management conditions set forth in these Project Terms are met, approved Requests shall modify the scope of the respective Contract.

6.3.5 The accepted version of the Project Report clarifies and updates the Target Concept and Project Charter and becomes an integral part of the Contract, thereby amending it. In the event of a discrepancy between the Target Concept and the accepted version of the Project Report, the accepted version of the Project Report shall prevail. The Project Report is the superior governing document that formally updates both the Target Concept and the Charter (if one has been prepared) and is subsequently reflected in the Project Documentation.