

Aimtec Standard Terms

Specific Terms for Support Delivery

1 Introductory Provisions

- 1.1 These Specific Terms for the Delivery and Provision of Support (for the purposes of this document, the “**Support Terms**”) form part of the Standard Terms of Aimtec and further supplement and specify them for the purposes of the Support Delivery. These Support Terms, together with the GBT (General Business Terms) and the Budget, and, where applicable, other Specific Terms, constitute the Contract. Unless expressly provided otherwise in these Support Terms, the provisions of the GBT shall apply.
- 1.2 In the event of any discrepancy among the individual documents, the provisions of the Contract (as defined in the GBT) shall apply first, followed by the licence terms for any software included in the Support Delivery, then these Support Terms, then any other Specific Terms, and finally the GBT. Capitalized terms not defined in these Support Terms have the meaning given in the GBT.

2 Purpose of the System of the Support / Subject-Matter of the Support

- 2.1 The subject-matter of performance is to ensure the Support for the Customer in operating its information system. Within the Support, the primary activities are:
 - 2.1.1 Resolution of Incidents
 - 2.1.2 Resolution of Service Request
 - 2.1.3 Resolution of Change Requests
 - 2.1.4 Resolution of Problems
 - 2.1.5 Provision of Preventive Maintenance (prophylaxis)
 - 2.1.6 Provision of Reserved Support Services
 - 2.1.7 Provision of Automatic Monitoring
 - 2.1.8 Provision of Standby
 - 2.1.9 Provision of the ServiceDesk (SED) Support

3 Specification of the Subject-Matter of Performance

3.1 Incident

- 3.1.1 An Incident is an unplanned interruption or reduction in the quality of an IT service that was functional before the outage, or an event that has the potential to affect an IT service.
- 3.1.2 Request for the purpose of eliminating an Incident is recorded by the Customer in the SED application.
- 3.1.3 If the Incident is caused by an error on the Supplier’s side, its remedy shall be provided free of charge.
- 3.1.4 Deployment of a workaround shall also be deemed Incident Resolution.

3.2 Service Request

- 3.2.1 Service Request is a formal request by the Customer for the provision of Support.
- 3.2.2 Service Request does not change the current configuration of the information system, nor does it affect the Support documentation. Typical examples of Service Request include a user training request or the creation of a master record. Service Request may also be a request to correct an error not caused by the Supplier (e.g., a data error).
- 3.2.3 Service Request is recorded by the Customer in the SED application.

3.3 Change Request

- 3.3.1 Change Request is a formal request/proposal by the Customer to implement a change in the configuration of the information system.
- 3.3.2 An approved and accepted Change Request constitutes a binding order for a Deliverable, governed by the GBT (Article 1.7).
- 3.3.3 Change Request affects the current configuration and, as the case may be, processes; its implementation is reflected in the Support documentation. A typical example of a Change Request is configuring a new transaction or a new process.
- 3.3.4 Change Request is recorded by the Customer in the SED application.

3.4 Problem

- 3.4.1 Identification of Problem is performed by the Supplier based on Incidents recurring without a known root cause, or from outputs of Preventive (prophylactic) Maintenance or Automatic Monitoring. A typical example of a Problem is a recurring Incident.
- 3.4.2 The output may be Service Request or Change Request (after the Customer’s approval).

3.5 Preventive Maintenance

3.5.1 Preventive Maintenance means a set of activities aimed at reducing the likelihood of an Incident, optimizing the performance of information systems, and ensuring Support for operations. These are periodically performed Prophylactic Services according to the schedule. The Supplier shall prepare a report on the provision of Preventive Maintenance.

3.6 Reserved Support Services

3.6.1 Reserved Support Services are a prepaid monthly allocation of Support that the Supplier guarantees to provide to the Customer on the basis of its Requests.

3.6.2 If the monthly consumption of Support exceeds the prepaid allocation, the amount exceeding such allocation is invoiced on the basis of an approved timesheet.

3.6.3 Unused Reserved Support Services may, at the Supplier's discretion, be carried over to subsequent months within the same calendar year.

3.6.4 Unused Reserved Support Services are not carried over to the next calendar year.

3.6.5 Carried-over Reserved Support Services are not subject to the delivery guarantee in subsequent months. The Customer does not lose the right to use them; the specific manner of use shall be agreed between the Supplier's and Customer's contact persons specified in the Contract.

3.7 Automatic Monitoring

3.7.1 Automatic monitoring continuously tracks the system's key indicators and their deviations. If a deviation occurs, the Supplier shall take corrective action or inform the Customer's responsible persons.

3.7.2 A specific description of the monitored indicators and events is available in the current Support documentation.

3.8 Maintenance

3.8.1 Maintenance of software products (Maintenance) is a service guaranteeing the correction of errors in unmodified parts of the software Products delivered. Paid and active Maintenance is a precondition for the provision of Support.

3.9 Standby

3.9.1 Standby guarantees, within a pre-defined time window, a response within 30 minutes from reporting a Request. Standby must be ordered at least five (5) business days in advance.

3.9.2 To start works under Standby mode, the Customer must contact by phone the Supplier's contact person specified when ordering Standby. If, during the Standby period, a Request is reported, such Request will be charged without surcharges for response and availability.

3.10 Internal Approval Process

3.10.1 The SED Application enables the internal approval of a Request by the Responsible Person of the Customer prior to its submission to the Supplier.

3.11 ServiceDesk (SED)

3.11.1 The ServiceDesk (SED) application is intended to provide a single point of contact for submitting Requests related to system operation.

3.11.2 All Support Services defined in these Support Terms and in the Contract must be submitted/ordered through the SED service.

3.11.3 The service is available at <https://sd.aimtecglobal.com>

3.11.4 Access to the SED web interface for submitting Requests is available 24/7. The rates applicable for Requests submitted outside the Standard Support Provision Hours are specified in Article 6.

4 Reaction Times

4.1 Receipt of a Request in the SED application or via the telephone line +420 377 240 400 takes place immediately. Receipt of the Request is confirmed to the Customer by electronic communication. The Reaction Time is the period from the creation of the Request until the confirmation of its categorization by a qualified person on the Supplier's side.

4.2 The Supplier provides Support agreed in the Contract and as further specified herein. The maximum Reaction Times are specified in Article 8. A shorter Reaction Time may be agreed in the Contract.

4.3 Support – Reaction Time Low

4.3.1 This Reaction Time applies to Requests that do not materially affect the Customer's processes.

4.4 Support – Reaction Time Medium

4.4.1 This Reaction Time applies to Requests that materially affect the Customer's Critical Processes.

4.4.2 Requests under this Reaction Time must also be reported by telephone to +420 377 240 400.

4.5 Support – Reaction Time High

4.5.1 This Reaction Time applies to Requests that block the Customer's Critical Processes.

4.5.2 Requests under this Reaction Time must also be reported by telephone to +420 377 240 400.

4.5.3 The Supplier shall use its due efforts to resolve the Incident within the HIGH Reaction Time, with the aim of resolving the Incident in the shortest possible time.

4.6 Incident Resolution

4.6.1 The Incident Resolution Time is the time between the start of the Incident Resolution and its submission to the Customer for closure.

4.6.2 The Customer's Critical Processes are processes within the information system, which are essential to the Customer and without which the Customer is unable to perform its business activities.

4.6.3 The Customer shall define its Critical Processes and provide their list to the Supplier for inclusion in the Support

documentation. The Customer shall continuously review the list of Critical Processes and provide updates to the Supplier without undue delay.

- 4.6.4 The Customer shall prepare a Continuity Plan for each Critical Process, listing the steps and measures to be taken in the event of an Incident with High priority. The Continuity Plan shall be provided to the Supplier together with the list of Critical Processes. The Customer shall continuously review the Continuity Plan and provide updates to the Supplier without undue delay.
- 4.6.5 The Supplier is obliged to provide Incident Resolution only for those Critical Processes that have been notified by the Customer and accepted by the Supplier.

5 Support Availability

- 5.1 The Supplier provides Support during the Standard Support Provision Hours, as defined in Article 8 – Definitions of Provided Support Services.
- 5.2 Based on the Customer's needs, a different Support Availability may be specified in the Contract.
- 5.3 Unless higher Support Availability is agreed in the Contract, the Supplier does not guarantee the provision of Support outside the Standard Support Provision Hours defined in paragraph 5.1.
- 5.4 The Supplier guarantees the resolution of Requests within the scope of the monthly Reserved Support Services.
- 5.5 Requests submitted outside the Standard Support Provision Hours referred to in paragraph 5.1 must also be reported by telephone to +420 377 240 400.

6 Price and Payment Terms

- 6.1 The price for Support is usually agreed in the Contract or in the Budget in the form of a Support Level. If not agreed, or if a specific Support is not included in the Support Level agreed in the Contract, the following base rates shall apply:
 - 6.1.1 The standard hourly rate is 150 EUR before VAT.
 - 6.1.2 Surcharges are specified in Article 8 – Definitions of Provided Support Services.
- 6.2 The annual Support fees are aligned with the standard calendar year. Payment is due at the beginning of the period, based on the tax document (invoice) issued by the Supplier.
- 6.3 The price of an approved Service Request or a Change Request may be increased by up to 10%, depending on its actual workload.

7 Customer Cooperation in the Framework of Support

- 7.1 The Customer undertakes to appoint persons responsible for submitting and approving Requests and their resolutions. These persons are specified in the SED application.
- 7.2 For the purpose of performing the Contract, the Customer shall enable local and remote access to the information system and its supporting infrastructure, as well as access to the internet and the Customer's internal data network, in the extent and number of accesses that will be sufficient to ensure the effective provision of Support.
- 7.3 The Customer undertakes to provide the necessary and essential cooperation in resolving any Request.
- 7.4 The Customer is responsible for ensuring the operational conditions for each Product and for ensuring Maintenance for all Products that are the subject of Support.

8 Definitions of Provided Support Services

| Support Service Level | 1 | 2 | 3 | 4 | 5** |
|--|--|--|--|--|-------------------|
| Standard Support Provision Hours (CET) | | | | | |
| For High priority Requests | Mon-Sun 0-24 | | Mon-Fri 6-22 | Mon-Fri 9-17 | |
| For Medium and Low priority Requests | Mon-Fri 9-17 | | | | |
| Additional Services | | | | | |
| Required Maintenance | Yes | Yes | Yes | Yes | Yes |
| Required Automatic Monitoring | Yes | Yes | Yes | No | No |
| Preventive maintenance (number per year) | 12 | 6 | 3 | 3 | 0 |
| Reserved Support Services (minimum MD volume/year) | 24 | 12 | 6 | 0 | 0 |
| Request Receipt | | | | | |
| All priorities | Immediate | | | | |
| Reaction Time (maximum) | | | | | |
| High priority | 2 hours | | | | none |
| Medium priority | 8 working hours | | | | none |
| Low priority | 5 working days | | | | |
| Incident Resolution time | | | | | |
| High priority | 6 hours | | | | |
| Medium priority | 5 working days | | | | |
| Low priority | 10 working days | | | | |
| Resolution of the Change Request | | | | | |
| All priorities | according to the volume of Reserved Support Services | according to the volume of Reserved Support Services | according to the volume of Reserved Support Services | according to the volume of Reserved Support Services | Not guaranteed |
| Characteristic of the Support service | | | | | |
| | | | | | |
| Internal Approval Process | Yes | Yes | | | |
| Consultation via email/phone | Yes | Yes | Yes | | |
| Surcharges for acceptance of High-priority Request outside Standard Support Provision Hours (CZK/EUR) | | | | | |
| Always outside the Standard Support Provision Hours | | | 50,000 / 2,000 * | 50,000 / 2,000 * | 50,000 / 2,000 ** |
| | | | | | |
| Hourly Work Rates | | | | | |
| Work in High priority – % of Standard Hourly Rate | 200% | 200% | 200% | 200% | 200% |
| Work in Medium priority – % of Standard Hourly Rate | 150% | 150% | 150% | 150% | 150% |
| Work in Low priority – % of Standard Hourly Rate | 100% | 100% | 100% | 100% | 100% |
| On-call Standby – % of Standard Hourly Rate (in multiples of 4) | 25% | 25% | 25% | 25% | 25% |

* If the surcharge for acceptance of a High-priority Request outside the Standard Support Provision Hours, as defined in the table, is accepted, the Reaction Time is guaranteed.

** If the surcharge for acceptance of a High-priority Request outside the Standard Support Provision Hours, as defined in the table, is accepted, the Reaction Time is not guaranteed.

*** For Support Level 5, no guarantees on Support are provided, and the Supplier assumes no responsibility or liability whatsoever.