

Aimtec Standard Terms

Specific Terms for the Operation and Provision of the Aimtec Data Intelligence (ADI) Service within the aimtec.cloud

1 Introductory Provisions

- 1.1 These Specific Terms for the operation and provision of the Aimtec Data Intelligence service in the aimtec.cloud environment (hereinafter referred to as the “**Aimtec Data Intelligence Terms**”) form an integral part of the Aimtec Standard Terms and Conditions. They supplement and refine such terms for the purposes of operating and providing the Service Aimtec Data Intelligence in the aimtec.cloud environment. These Aimtec Data Intelligence Terms, together with the General Business Terms (GBT), the Budget, the Specific Terms – Service Level Agreement for services provided in the aimtec.cloud environment (the “**SLA Terms**”), and any other Specific Terms, constitute the Agreement. Unless expressly stated otherwise in these Aimtec Data Intelligence Terms, the provisions of the GBT and the relevant SLA Terms shall apply.
- 1.2 In the event of any conflict between the individual documents, the provisions shall apply in the following order: first the Agreement (as defined in the GBT), then these Aimtec Data Intelligence Terms, the SLA Terms, other Specific Terms, and finally the GBT. Capitalized terms not defined in these Terms shall have the meaning set out in the GBT.

2 Definition of Terms

- 2.1 **Application** - the software product Aimtec Data Intelligence operated as part of the Aimtec Data Intelligence Service.
- 2.2 **Security Update** - an update aimed at eliminating security vulnerabilities or enhancing data protection.
- 2.3 **Aimtec Data Intelligence Application Data** - Customer data and configuration files.
- 2.4 **Data Centre** - a certified facility of a third-party provider (Cloud Service Provider) where the infrastructure of the Aimtec Data Intelligence Service is hosted.
- 2.5 **Incident** - an unplanned interruption to or reduction in the quality of an IT service, or an event that has the potential to affect an IT service.
- 2.6 **Minor Update** - minor changes, bug fixes, or user interface improvements that do not materially affect the functionality of the Aimtec Data Intelligence Service.
- 2.7 **Cloud Service Provider** - a third party that provides infrastructure, platform, or software services (IaaS, PaaS, SaaS) over the internet.
- 2.8 **Production Environment** - an environment used for providing the Aimtec Data Intelligence Service in live/operational use.
- 2.9 **RPO (Recovery Point Objective)** - the maximum acceptable amount of data loss measured in time prior to an Incident.
- 2.10 **RTO (Recovery Time Objective)** - the maximum acceptable time that the Aimtec Data Intelligence Service can be unavailable after an Incident without unacceptable impact on the Customer's business, as defined in the Agreement.
- 2.11 **Single-Tenant Environment** - a dedicated application and database environment for each Customer.
- 2.12 **SLA (Service Level Agreement)** - the agreed service levels for the provision of services.
- 2.13 **Aimtec Data Intelligence Service** - the Aimtec Data Intelligence Service provided to the Customer by the Supplier under these Aimtec Data Intelligence Terms in the aimtec.cloud environment.
- 2.14 **Software as a Service (SaaS)** - a model where the Aimtec Data Intelligence software is hosted by the Supplier and accessed by the Customer via a secure internet connection within the aimtec.cloud environment.
- 2.15 **SSO (Single Sign-On)** - a centralized authentication mechanism allowing users to access multiple systems with one set of credentials.
- 2.16 **Test Environment** - an environment used for development, testing, and validation of new features prior to deployment into the Production Environment. The Test Environment is provided as an optional service.
- 2.17 **Performance Package** - a service level defining the available system's performance and capacity based on the expected manner of its use. The Performance Package is determined based on an estimate of the anticipated service load.
- 2.18 **Location means** - a specific manufacturing facility, place of business, or organizationally distinct unit of the Customer.

- 2.19 **Breaking Changes** - changes to the Application that may affect compatibility, configuration, or usage of the Aimtec Data Intelligence Service and may require adjustments on the Customer's side (e.g., integrations, processes, or user settings).

3 Infrastructure and Architecture

- 3.1 The Customer is provided with a dedicated application and database environment within a Single-Tenant Environment, ensuring data isolation and allowing individual configuration.
- 3.2 The Aimtec Data Intelligence Service is operated in certified Data Centres of the Cloud Service Provider compliant with ISO/IEC 27001, CSA STAR, or equivalent security standards.
- 3.3 The service is operated in a geographic region determined by the Supplier based on technical assessment, unless the Customer specifies location requirements.
- 3.4 The infrastructure is designed with regard to the expected service load. If system performance proves insufficient in Routine Operation, the Supplier shall inform the Customer and recommend an appropriate adjustment of the Performance Package or another suitable solution to ensure proper and uninterrupted operation of the Service.

4 Service Availability (SLA)

- 4.1 The Aimtec Data Intelligence Service is provided with an availability of 99.9% of the total monthly time fund in 24/7 mode.
- 4.2 The Aimtec Data Intelligence Service is considered available if it is possible to log in to the Application user interface and the Application API is available.
- 4.3 An Outage is defined as a period during which users cannot access the Aimtec Data Intelligence Service or its key functionality due to issues on the Supplier's side, excluding Force Majeure.
- 4.3.1 This includes:
(1) inability to log in to the Application, or
(2) API malfunction, or
(3) database service outages.
- 4.3.2 Availability is guaranteed only for the Production Environment of the Application.
- 4.3.3 The definition of SLA and claims in the event of failure to meet availability are governed by the SLA Terms document.

5 Security and Data Protection

- 5.1 Encryption
- 5.1.1 All communication between the Customer and the server is encrypted using the TLS 1.2 cryptographic protocol or higher.
- 5.1.2 Application Data stored on disk are encrypted using the AES algorithm with a 256-bit key.
- 5.2 Backup
- 5.2.1 Application Data are backed up automatically every 5 minutes.
- 5.2.2 The backup retention period is set to 5 days by default.
- 5.2.3 By default, backups are stored in the same geographic region where the Aimtec Data Intelligence Service is deployed.
- 5.3 Disaster and Data Recovery
- 5.3.1 A Disaster is declared by the Supplier in the event of an Outage.
- 5.3.2 Unavailability of Data Centres is considered Force Majeure.
- 5.3.3 Disaster recovery includes restoring data from the latest Application backup.
- 5.3.4 RPO is 5 minutes.
- 5.3.5 RTO is not guaranteed.
- 5.3.6 Data recovery upon Customer request is possible within 24 hours.

6 Support

- 6.1 Support conditions are defined in the SLA Terms document.

7 Updates

- 7.1 The standard planned maintenance window is set for every Sunday between 18:00 and 21:00 CET.
- 7.2 The Customer will be informed of planned updates that may affect availability or functionality of the Aimtec Data Intelligence Service no later than 5 business days in advance, unless such updates occur within the standard maintenance window pursuant to clause 7.1.
- 7.3 Information about planned Breaking Changes, including their scope and effective date, will be provided to the Customer at least 14 days in advance and will always be included in the current Application documentation.
- 7.4 The Customer acknowledges that updates are necessary to ensure the security, stability, and further development of the Aimtec Data Intelligence Information System and undertakes to provide the necessary cooperation. Otherwise, the parties shall agree on specific conditions for the provision of the Service.
- 7.5 In urgent cases where the security of the Aimtec Data Intelligence Information System or data is at risk, the Supplier is entitled to perform a Security Update outside the standard maintenance window without prior notice to the Customer; the Customer will be informed subsequently.

- 7.6 Application Updates are categorized into patch versions, minor versions, and major versions:
- 7.6.1 Patch versions are intended for bug fixes, minor adjustments, and small functional extensions of the Application and do not include Breaking Changes. The Supplier may, at its discretion, inform the Customer about such updates; however, such notification is not mandatory.
- 7.6.2 Minor versions are intended for functional development of the Application, particularly adding new functionalities, and may include Breaking Changes. The Supplier is obliged to inform the Customer in advance about the release and any Breaking Changes.
- 7.6.3 Major versions represent significant development of the Application or changes that substantially affect its operation, including major Breaking Changes. The Supplier is obliged to inform the Customer in advance about the release and planned changes.
- 7.6.4 The Customer acknowledges and agrees that all Application updates under this clause (patch, minor, and major versions) may be deployed by the Supplier continuously without the need for prior Customer consent.

8 Access and User Accounts

- 8.1 Authentication
 - 8.1.1 Access to the Application is protected by a username and password.
 - 8.1.2 The Aimtec Data Intelligence Service supports SSO using SAML or OAuth 2.0 standard.
- 8.2 User Management
 - 8.2.1 The Customer is able to manage its user accounts.

9 Customer Obligations

- 9.1 The Customer is responsible for managing its users, complying with security policies, and protecting access credentials.

10 Termination of the Aimtec Data Intelligence Service

- 10.1 The Supplier has the right to terminate the provision of the Aimtec Data Intelligence Service with a notice period of three (3) months.
- 10.2 The Customer has the right to terminate the use of the Aimtec Data Intelligence Service by written notice effective from the first day of the month following the month in which the notice was delivered to the Supplier.

11 Informational description of module functionalities

- 11.1 **ADI CORE** means the base layer of the Aimtec Data Intelligence platform, ensuring its operation for one Location and enabling its extension by additional modules, while the performance and capacity parameters are defined by the selected Performance Package (Standard, Advanced, Premium).
- 11.2 **DQM (Data Quality Management)** means a module of the Aimtec Data Intelligence platform designed for data control, monitoring, and evaluation of data quality.
- 11.3 **Solver** means a module of the Aimtec Data Intelligence platform designed to perform calculations and optimizations on data in order to support decision-making and planning for a given computational task.
- 11.4 **BI (Business Intelligence)** means a catalogue of separately licensed reports based on data from the Aimtec Data Intelligence platform.