Standard Aimtec Company Conditions

Conditions for the Provision of Support and Maintenance

The Conditions for the Provision of Support and Maintenance ("Conditions" below) are a part of the Standard conditions for the Aimtec Company. This document expands upon Aimtec's standard Delivery Conditions and its standard Terms and Conditions.

1   Purpose of the support system / deliverable

1.1   The deliverable is the provision of the Customer support process during the Productive Operation of the Customer's information system. This process primarily involves:

1.1.1   Handling Incidents
1.1.2   Handling Service requests
1.1.3   Handling Change requests
1.1.4   Handling Problems
1.1.5   Providing Preventive maintenance (prophylaxis and automated monitoring)
1.1.6   Providing Maintenance
1.1.7   Providing Reserved Services
1.1.8   Providing the Automated Monitoring service
1.1.9   Arranging Standby
1.1.10   Providing telephone consulting
1.1.11   Providing ServiceDesk (SED) services

2   Specification of the deliverable

2.1   Incidents

2.1.1   An incident is an unplanned outage of, or interruption to, an IT service that was functional before the outage.
2.1.2   The Customer records the request for the handling of the Incident in the SED application.
2.1.3   If the incident has been caused by an error on the part of the Supplier or the software product's Author, then it will be resolved at no cost while the Customer is paying the Maintenance fee.
2.1.4   The deploying of a workaround is considered to count as the resolution of an incident.

2.2   Service Requests

2.2.1   A Service Request is a formal request from the Customer for the provision of a service.
2.2.2   A Service Request does not influence the configuration of a system's existing deployment and process, nor is it reflected in the documentation. Typical examples of service requests include requests for user training and for the creation of master data. Any request for the rectification of an error that was not caused by the software product's Author (e.g. erroneous data) is also a service request.
2.2.3   The Customer records the Service Request in the SED application.

2.3   Change Requests

2.3.1   A Change Request is a formal request/proposal by the Customer for a change to the system's configuration.
2.3.2   After its approval and acceptance, the request is a binding order governed by Aimtec's standard Delivery Conditions and its standard Terms and Conditions.
2.3.3   The Change Request influences existing settings or processes, and its implementation is reflected in the documentation. One typical example of a Change Request is the setting up of a new transaction or process.
2.3.4   The Customer records the Change Request in the SED application.

2.4   Problems

2.4.1   The Supplier identifies Problems based on repeated incidents without a known cause, or based on the outputs of Preventive Prophylactic Maintenance or automated monitoring. A repeated Incident is one typical example of a Problem.
2.4.2   A Problem's output (after approval by the Customer) can be a Service Request or a Change Request.

2.5   Reserved Services

2.5.1	Reserved Services are a prepaid monthly scope of services that the Supplier guarantees to supply to the Customer at the Customer's request.
2.5.2	A Delivery Guarantee means the provision within 30 calendar days from the Acceptance of the solution proposal.
2.5.3	If the Customer draws on these services in a scope greater than the scope agreed, then the value in excess of this scope is invoiced based on an approved time sheet.
2.5.4	Unused Reserved Services can be transferred to later months during a single calendar year.
2.5.5	Unused Reserved Services cannot be transferred to the next calendar year.
2.5.6	Transferred Reserved Services are not guaranteed within later months. The Customer does not lose the right to their use; the specific way in which they will be used is agreed upon between the Supplier's and Customer's Head of Support.

2.6 Preventive Maintenance

2.6.1	Preventive Maintenance is understood as a set of activities that help to reduce the likelihood of Incidents, optimise systems' performance and ensure operation support. Essentially it means periodically performed prophylactic services.
2.6.2	Regular preventive/prophylactic maintenance services are provided based on the service provision timeline. The Supplier will compose a statement concerning the provision of Preventive Maintenance.
2.6.3	The specific description of the Preventive Maintenance services is provided in the latest documentation for the given Product or Project.

2.7 Automated Monitoring

2.7.1	Automated Monitoring periodically monitors a system's key indicators. If a defined event occurs, the Supplier takes appropriate corrective measures or informs the Customer's responsible persons.
2.7.2	A detailed description of the monitored indicators and events is provided in the latest documentation for the given Product or Project.

2.8 Maintenance

2.8.1	Maintenance of SW products (Maintenance) is a service that guarantees the error-free functioning of unmodified parts of provided software Products. The scope of Maintenance is defined in more detail, based on the Author's specification, through the Product Maintenance Conditions.

2.9 Standby

2.9.1	Standby guarantees responses within 30 minutes from a request's announcement. These responses are guaranteed for a predefined period of time. Standby must be ordered at least five days in advance.
2.9.2	To initiate work in standby mode, the Customer must phone a specific contact on the Supplier side, who is specified when the Standby is ordered.

2.10 Reserved Support Team

2.10.1	The Supplier names specific persons for the support team (at least 1 person for the position of consultant, and at least 1 for the position of programmer).
2.10.2	The Supplier assigns requests to be handled by the Reserved Support Team.
2.10.3	The Supplier should assign cases to handlers outside this team in justified cases only.

2.11 Direct access to a consultant

2.11.1	Upon request, the Supplier provides the Customer with direct access to a consultant via email/phone, with no guarantee of a reaction.

2.12 Internal approval process

2.12.1	The SED application enables the internal approval of a Request by a Responsible Person on the side of the Customer before it is passed to the Supplier for assignment.
2.12.2	The Customer defines the rights of the individual Responsible Persons.

2.13 Email/Phone Consultations

2.14	The handling of operative requests in cooperation with a specific consultant, with no guarantee of a response and without a documented consultation topic. The time needed for the consultation is reported by the Supplier within the summary Service Request.

2.15 ServiceDesk (SED) application

2.15.1	The ServiceDesk (SED) application exists to provide a single, unified place for announcing operation support requests.
2.15.2	All assignments and orders of support services defined by these Conditions and the Contract must be made through SED.
2.15.3	This service is available at https://sd.aimtecglobal.com.

3 Response Times

3.1	Requests announced using SED or the +420 377 240 400 hotline are accepted immediately. A request's acceptance is confirmed for the Customer via electronic communication. The response time is the time from the creation of the Request (phase 010, or the request's approval in phase 020 when the Internal Approval Process function is being used) until the confirmation of categorisation (phase 040) by the Qualified Person on the side of the Supplier.
3.2	The Supplier provides services within the Contract in the scope further specified. Guaranteed maximum Response Times are specified in article 13. If no shorter response time is agreed to in the Contract, then the Supplier does not guarantee the provision of such a shorter time.

3.3 Support – LOW Response Time

3.3.1	This response time is used for requests that do not fundamentally affect the Customer's processes.

3.4 Support – MEDIUM Response Time

3.4.1	This response time is used for requests that fundamentally affect the Customer's processes.

3.4.2   Requests with this response time must also be announced by telephone at +420 377 240 400.

3.5   Support – HIGH Response Time

3.5.1   This response time is used for requests that block critical Customer processes.

3.5.2   Requests with this response time must also be announced by telephone at +420 377 240 400.

3.5.3   The Supplier maximally strives to handle incidents with a HIGH response time in such a way as to resolve them as quickly as possible.

3.6   Support – Standby

3.6.1   Standby period for the provision of a response within 30 min. after an incident is reported; this service must be ordered five days in advance.

3.6.2   When a Request is reported during Standby period, this Request is billed without any added fees for response time or availability.

3.7   The ServiceDesk service

3.7.1   Requests can be filed via the SED web interface 24/7. The rates for accepting a request filed outside of normal working hours are listed in paragraph 5.

3.8   Incident Resolution

3.8.1   The Incident Resolution time is the time from the commencement of Incident Handling (phase 100) until the incident is passed back to the Customer for Closing (phase 130).

3.8.2   The customer's Critical Processes are enterprise processes in a Customer information system in productive operation that are of fundamental importance for the Customer, without which the Customer cannot perform their business activities.

3.8.3   The "Incident Resolution" service can only be used for Critical Processes.

3.8.4   Critical processes are defined by the Customer, and a list of them is passed on to the Supplier so that this list can be recorded in the Project Documentation. The Customer regularly reviews and revises the list of Critical Processes and provides revised lists to the Supplier without undue delay.

3.8.5   The Customer drafts a Continuity Plan for every Critical Process; this is a list of steps and measures that need to be taken when an Incident with High priority occurs. The Continuity Plan is passed on to the Supplier together with the list of Critical Processes. The Customer regularly reviews and revises the Continuity Plan and provides revised versions to the Supplier without undue delay.

4   Availability of services

4.1   The Supplier provides services during Standard Working Hours, i.e. on the working days that apply for the Czech Republic. The Standard Working Hours are defined in article 13.

4.2   Different service availability hours can also be contractually specified to fit the Customer's needs.

4.3   If no greater service availability has been agreed to in the contract, the Supplier does not guarantee the provision of services outside of the working hours defined in point 4.1.

4.4   The Supplier guarantees the handling of Service Requests and Change Requests in the scope defined in monthly reserved services.

4.5   Requests for availability outside of Standard Working Hours as defined in point 4.1 must also be announced by phone at +420 377 240 400.

5   Price and terms of payment

5.1   The price for comprehensive support services is typically agreed to in the Contract in the form of a Service Level for discounted services. If no Service Level has been agreed to, or when a given Service is not a part of the Service Level agreed to in the Contract, then these basic rates apply:

5.2   Yearly payments for the AIMTEC Support product are aligned with the ordinary calendar year. Payments are made at the beginning of the period.

5.2.1   The Basic Hourly Rate is 2,500 CZK / 100 EUR.

5.3   Phone consultations are billed at the Basic Hourly Rate.

5.4   The additional fees for requests handled with a shortened Response Time that do not correspond to the objective categorisation as per chapter 3, as well as – where appropriate – the fees for acceptance of a request, are specified in article 13.

5.5   The cost for an approved Service Request or Change Request can be raised by up to 10% to reflect its real labour demands.

5.6   Support is invoiced monthly on the basis of time sheets; invoices are due within 14 days.

5.7   Invoices are issued in the same currency as the "SED – Service Level Agreement" product is invoiced.

6   Warranties

6.1   Every solution delivered has a warranty that begins with its approval and lasts for 30 days.

6.2   During the handling of a request for the rectification of a part defect, the same approach is used as would be used for an incident caused by the product's Supplier/Author.

7 Guarantees and penalties

7.1 If the Customer has contractually arranged for guaranteed incident handling, then the Supplier is liable for the functionality and availability of the Customer's enterprise processes that are managed by the supported information system.

7.2 If the response time (or the resolution time, if one has been agreed to in the Contract) is not met, then the Customer is entitled to charge the Supplier a contractual fine in the amount of 10% of the monthly service fee, excluding the fee for System Maintenance.

8 Support system processes – Incident
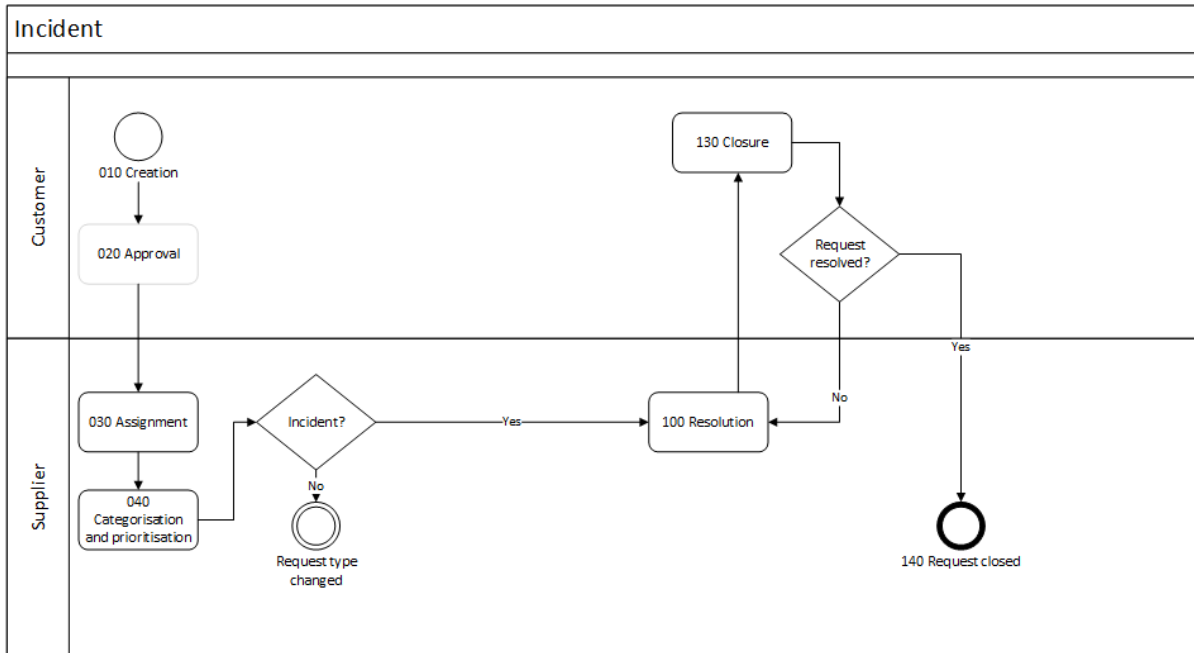
9 Support system processes – Service Request
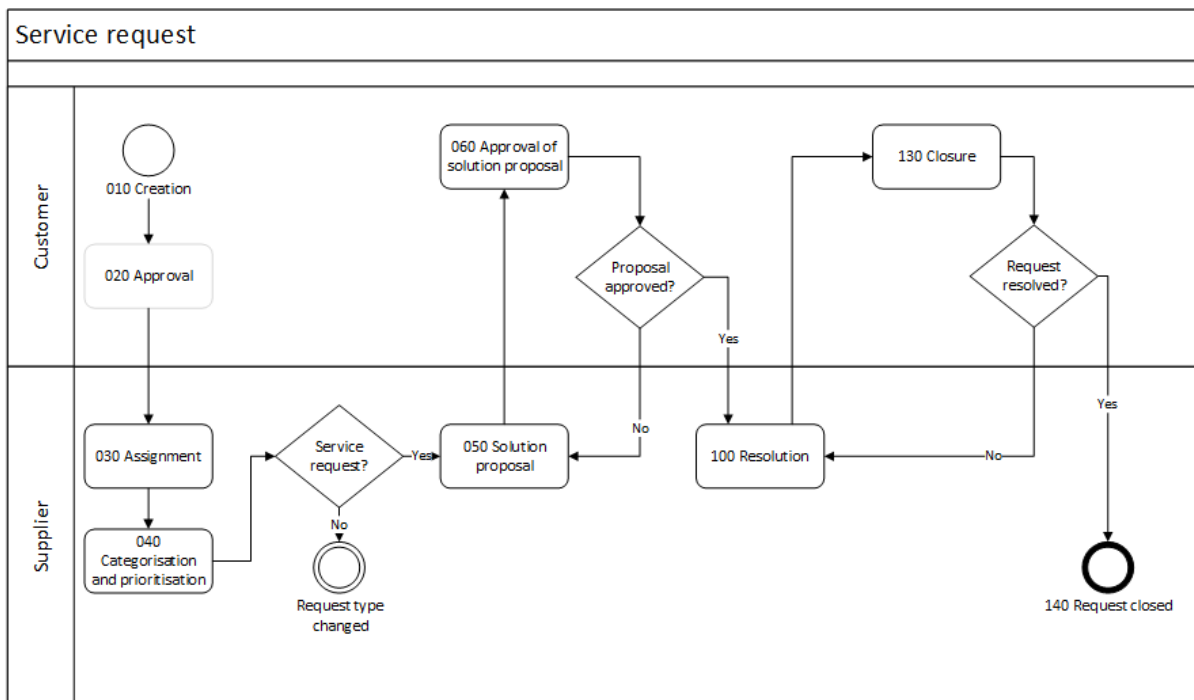
10 Support system processes – Change Request
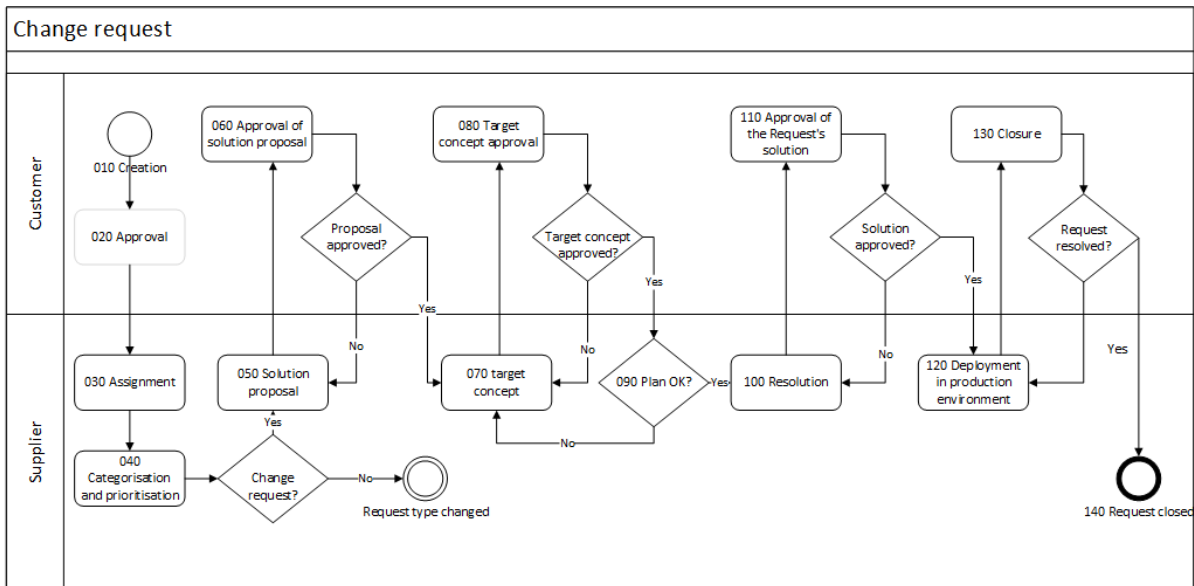
11 Support system processes – Problem
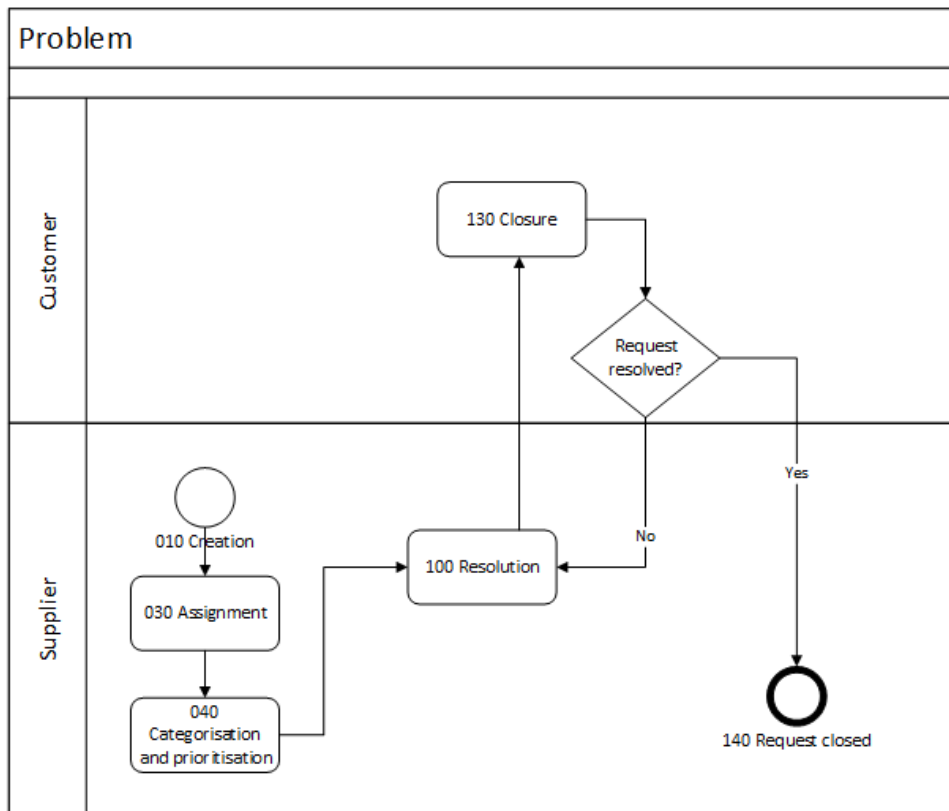
12 Cooperation by the Customer

12.1 The customer names Responsible Persons who bear responsibility for assigning requests and approving these requests' solutions. These persons are specified within SED.

12.2 For the purposes of Contract fulfilment, the Customer will enable local and remote access to the Information System and its Support Infrastructure, as well as access to the internet and to the Customer's internal data network as per the specification in the HW and SW Requirements document for individual Products.

12.3 The Customer undertakes to provide any cooperation that is needed and essential for the handling of a Request.

12.4 The Customer is responsible for arranging the Operational Conditions for individual Products.

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12.5   The Customer is obligated to train the members of the Supplier's Team, in the sense defined in the relevant provisions of work-safety legislation and special regulations, if their presence at the place of performance demands it.

13   Definition of the services provided

Service Level	1	2	3	4	5
Standard Working Hours (CET)					
For Requests with High priority	Mo–Su 0–24		Mo–Fr 6–22	Mo–Fr 9–17	
For Requests with Medium or Low priority	Mo–Fr 9–17				
Supplementary Services					
Maintenance required	Yes	Yes	Yes	Yes	Yes
Automated monitoring required	Yes	Yes	Yes	No	No
Preventive maintenance (min. req. amount in MD/year)	12	6	3	3	0
Reserved services (minimum required amount in MD/year)	24	12	6	0	0
Request acceptance					
All priority levels	Immediately	Immediately	Immediately	Immediately	Immediately
Response time (at most)					
High priority	2 hours				2 hours*
Medium priority	8 business hours				8 bus. hours**
Low priority	5 business days				
Incident resolution					
High priority	6 hours				
Medium priority	5 business days				
Low priority	10 business days				
Change request resolution					
All priorities	as per the amount of Reserved Services	as per the amount of Reserved Services	as per the amount of Reserved Services	as per the amount of Reserved Services	not guaranteed
Service characteristics					
Dedicated support team	Yes				
Direct access to a consultant	Yes	Yes	Yes		
Internal approval process	Yes	Yes			
Email/phone consultations	Yes	Yes	Yes		
Added fees for the acceptance of a High priority request outside of Standard Working Hours (CZK/EUR)					
Mo – Fr			5000 / 200	5000 / 200	5000 / 200
Sa – Su			10 000 / 400	10 000 / 400	10 000 / 400
Work rates					
Work at High priority – % of the Basic Hourly Rate	200%	200%	200%	200%	200%
Work at Medium priority – % of the Basic Hourly Rate	150%	150%	150%	150%	150%
Work at Low priority – % of the Basic Hourly Rate	100%	100%	100%	100%	100%
Standby – % of the Basic Hourly Rate (in multiples of 4 hrs)	25%	25%	25%	25%	25%

* 2-hour response time provided for an added fee of 10,000 CZK/400 € for each request accepted

** 8-hour response time provided for an added fee of 5,000 CZK/200 € for each request accepted

14   Contract validity

14.1   This contract has no expiration date, and it enters into force on the date of its signature by the last party to sign.

14.2   The contract may be terminated for any reason as of the last day of the calendar month, with three months' notice.