

Standard Aimtec Company Conditions

Terms and Conditions for the Operation and Provision of the aimtec.cloud Service

1 Introductory provisions / Contract structure

- 1.1 This document, the Terms and Conditions for the Operation and Provision of the aimtec.cloud Service (Terms and Conditions), is a part of the Standard Conditions of the Aimtec Company (the Supplier). This service operates under the assumption of ordinary operations and compliance with the typical rules for communication standards, and its availability and functionality are guaranteed under these same assumptions. This document defines the general conditions for the operation of a service developed and operated by the Supplier and provided to Customers.
- 1.2 Entry into this contractual relationship presumes the entry into the Contract, and these Terms and Conditions are an integral part of the Contract.

2 Deliverable / Service

- 2.1 The deliverable shall be the provision of the infrastructure within aimtec.cloud or the utilisation of the Solution within aimtec.cloud as a service and the guaranteeing of the Service's availability.
 - 2.1.1 Provision of the infrastructure within aimtec.cloud is understood here to mean the use of resources, software and virtual services under the Supplier's administration. Licences, maintenance and other provisions are defined in the Sub-conditions for individual functions.
 - 2.1.2 The utilisation of the Solution within aimtec.cloud as a service is understood here to mean the use of the Supplier's Service via SaaS. The conditions for the provision of the individual Solutions within aimtec.cloud are defined in the Sub-conditions.
- 2.2 Provision of the Service
 - (1) Provision of the Service with a guaranteed availability level of 99.5%, with the Service running nonstop in 24/7 mode. The Service is considered to be available if it is possible to log in to the aimtec.cloud portal. The availability of individual services is handled separately.
 - (2) Nonstop active monitoring of the service

3 The budget and its definition

- 3.1 The budget has two basic parts:
 - 3.1.1 Monthly fees for the provision of the Service
 - 3.1.2 Fees for activating the Service
- 3.2 The individual budget items are defined in the Sub-conditions for the platform's individual functions.

4 Service desk

- 4.1 The ServiceDesk application (SED)
 - (1) The purpose of the ServiceDesk application (SED) is to provide a single, unified place for making operation support requests.
 - (2) All assignments and orders of support services defined by these Conditions and the Contract must be made through SED.
 - (3) This service is provided at <https://sd.aimtecglobal.com/>.

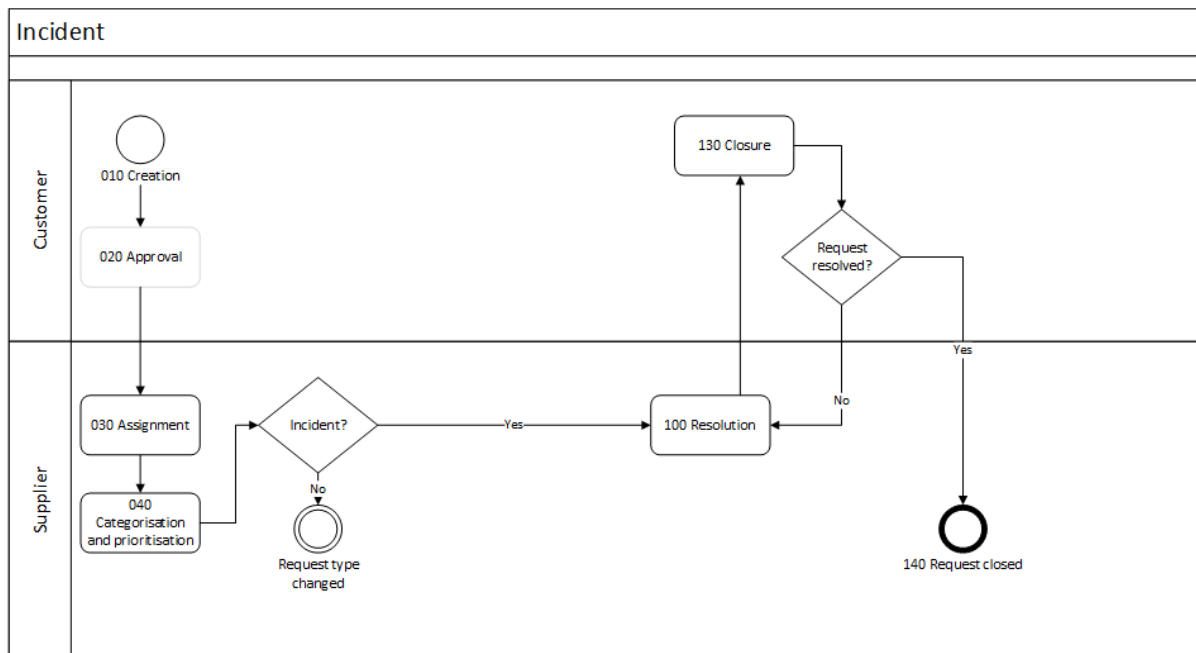
5 Definitions of terms

- 5.1 Incidents

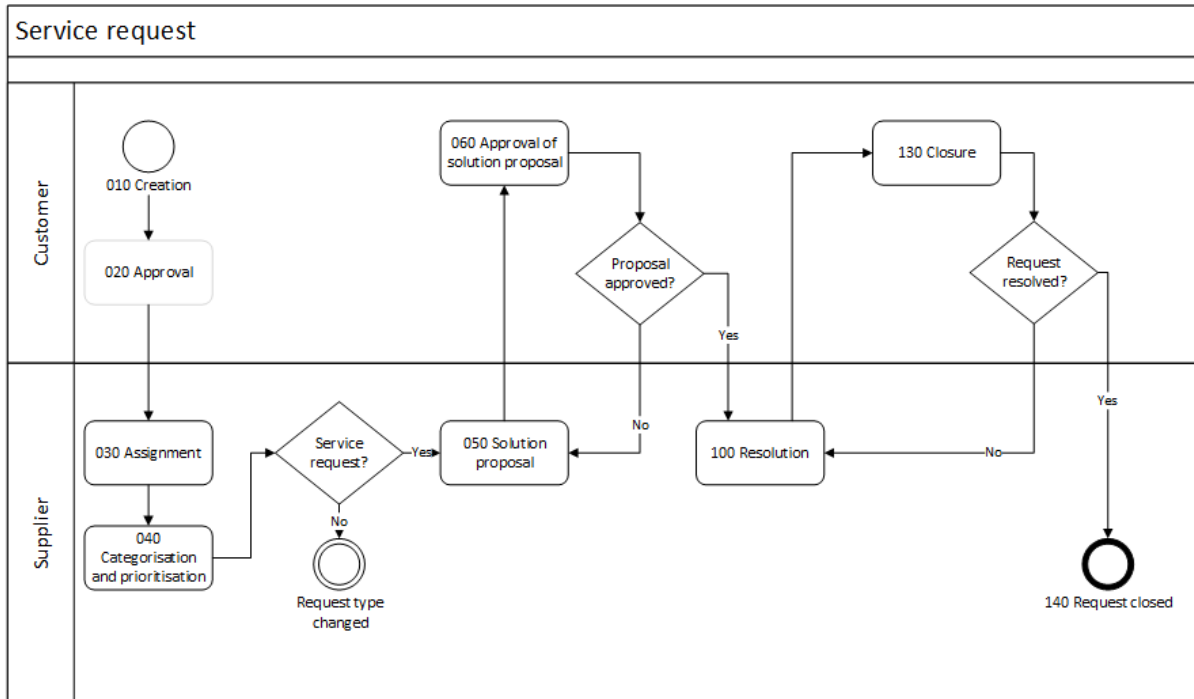
- 5.1.1 An Incident is an unplanned outage of, or interruption to, the Service.
- 5.1.2 The request for the handling of the Incident is recorded into SED by the customer.
- 5.1.3 If the Incident is caused by a Supplier-side error, its resolution is provided free of charge.
- 5.2 Service Requests
 - 5.2.1 A Service Request is a Customer request for the provision of a service.
 - 5.2.2 A Service Request does not affect the Service's existing configuration. Any Incident that was not caused by a Supplier-side error is likewise a Service Request.
 - 5.2.3 A Service Request is recorded into SED by the customer.
- 5.3 Change Requests
 - 5.3.1 A Change Request is a request by the Customer for a change to the Service's configuration.
 - 5.3.2 An approved and accepted request amounts to a binding order.
 - 5.3.3 A Change Request does affect the Service's existing configuration.
 - 5.3.4 A Change Request is recorded into SED by the customer.
 - 5.3.5 End-user support
- 5.4 Standard business hours
 - 5.4.1 Standard business hours are 9:00–17:00 CET/CEST on the business days that apply for the Czech Republic.

6 Support-system processes

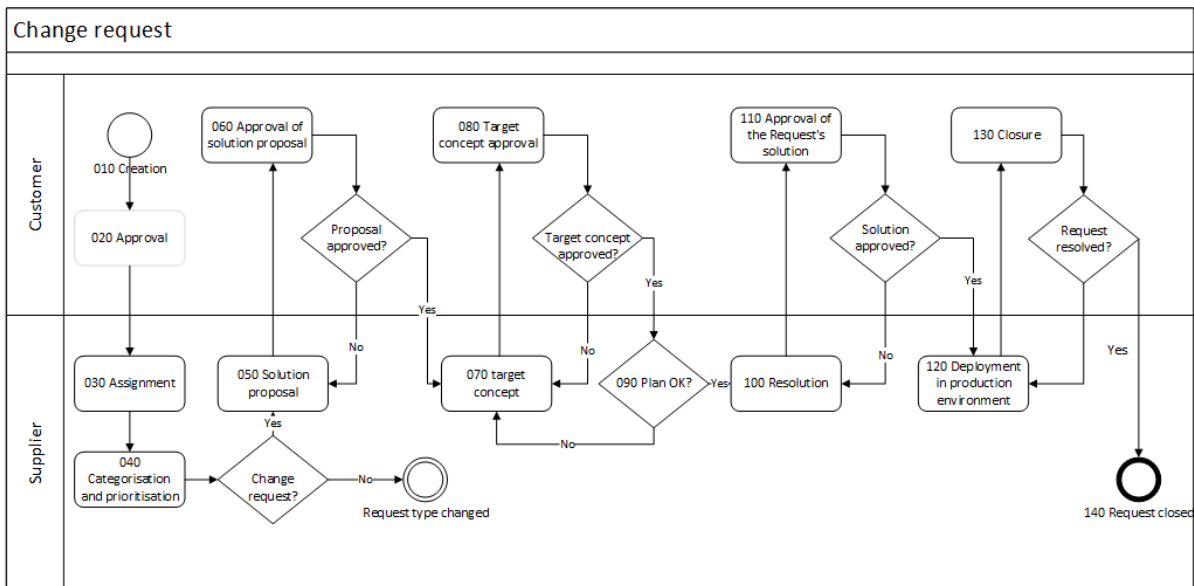
6.1 Incidents



6.2 Service Requests



6.3 Change Requests



7 Price and terms of payment

- 7.1 The price of the deliverable depends on the individual Solutions that the Customer has activated and is using.
- 7.2 The price comprises the one-time activation fees for bringing the selected features into operation and the monthly fees for their use.
- 7.3 The price for a Service Request or a Change Request other than those listed in the Price List is defined as an hourly fee in the amount of 2,500 CZK (if the Service is being invoiced in CZK) or 100 EUR (if the Service is being invoiced in EUR).
- 7.4 These amounts are presented here without VAT, which shall be billed in accord with the regulations applicable on the date of the chargeable event.
- 7.5 The supplier issues and sends a tax document (an Invoice) for the previous period. Each invoice is due within 14 days of its date of issue, and the amount stated within it is to be paid via a bank transfer to the Supplier account that is given in the contract. If an invoice's date of delivery is ever unclear, it is understood to have been delivered on the second

business day at the latest after its provable sending by the Supplier to the Customer's address. Invoices shall be sent to the address of the Customer's registered office.

- 7.6 If the Customer has unpaid debts towards the Supplier that are more than 30 days overdue, the Supplier has the right to decide to halt the provision of the Service until such time as the debts have been paid in full, after providing the Customer with a notification of this decision and offering a time limit – no shorter than 10 business days – for rectifying the situation. During the period when it is employing this right, the Supplier is not defaulting on the Contract. If the situation still has not been rectified within 30 business days from the notification, the Supplier has the right to terminate the Contract.

8 Information security

- 8.1 For the purposes of this contractual relationship, and throughout the cooperation by the parties to the Contract, confidential information is understood to mean any and all facts that a party to the Contract learns over the course of their cooperation, or that the other party to the Contract makes available over the course of their cooperation (Confidential Information), with no regard to the form and method with which it is communicated or heard.
- 8.2 The Confidential Information protected by the Contract also comprises all facts of a technical, financial, legal or manufacturing-related nature, in material or non-material form, that are not normally available in the relevant business circles and for which both parties to the Contract have an interest in keeping them confidential and in an appropriate method of protecting them.
- 8.3 Both parties to the Contract hereby pledge that they shall not distribute or reproduce Confidential Information and shall not make it accessible to a third party. They likewise pledge to ensure that any documents – and, if applicable, analyses – they receive containing Confidential Information are archived properly.
- 8.4 The parties to the Contract further pledge that they shall not use the Confidential Information in conflict with its purpose, nor with the purpose for which it was provided, to its own benefit or to the benefit of third parties.
- 8.5 Both of the parties to the Contract shall limit the numbers of employees authorised to be in contact with this information and shall take effective measures to prevent information leaks.
- 8.6 If one of the parties to the contract vitally needs to do so in order to arrange certain activities by a third party, that party may provide that third party with information that is subject to protection under this Contract, but only on the condition that the third party contractually pledges to protect it.
- 8.7 In and of itself, the existence of the Contract and information that the contractual parties are cooperating is not understood to be confidential information.
- 8.8 Both parties pledge that, if the other party so requests, they shall return, destroy, or make unavailable all Confidential Information that as provided in connection with performance of the services, no matter what its form, within 15 days of the delivery of such a request.

9 Personal Data Protection

- 9.1 Over the course of the provision of the services, it is possible that the Supplier may gain access to personal data controlled by the Customer.
- 9.2 If any personal data of this type is processed, the Supplier shall define the purpose and means for the processing of this personal data, as stated in article 4(7) of the GDPR. This personal data is only accessed, and by extension only processed, as a part of the services provided by the Supplier, and only in cases where doing so is absolutely essential. For this reason, the Supplier acts in the role of a Data Controller.
- 9.3 The sole purpose for the processing of personal data specified in article 8.1 is the provision of services to the Customer as defined in the Contract.
- 9.4 The Supplier hereby assumes responsibility – as envisaged by the Contract entered into and by legal regulations on personal data protection – for the processing of personal data in the framework and extent of the services offered as a personal data controller.
- 9.5 A detailed description of Aimtec's personal data processing principles is provided at www.aimtecglobal.com/gdpr.

10 Service availability guarantee; sanctions

- 10.1 This service is provided as-is. The supplier shall devote a maximum of effort to its administration of the Service, but it cannot guarantee that the Service will be available nonstop or error-free.
- 10.2 The service is provided 24 hours a day, 7 days a week.
- 10.3 If the Customer provably suffers damages caused by a fault on the part of the Supplier, the Customer has the right to reimbursement of the provable damages caused hereby. The parties to the Contract have agreed that the maximum overall foreseeable amount of damages that could be caused is equal to ten times the Service's average monthly price. Actual damages shall be paid in their proven amount up to the above-stated maximum foreseeable damages.
- 10.4 Method for calculating service availability:
$$\text{Availability} = \frac{\text{time when the system is available}}{\text{overall amount of time (24/7)}}$$

10.5 The sanctions for service unavailability are calculated as a discount from the overall monthly fee, based on the rules below:

| % of discount from the monthly fee when guaranteed availability is not preserved | |
|--|--------|
| Availability | 99.50% |
| <99.5% ≥ 98 % | 5% |
| < 98% | 15% |

10.5.1 This discount is applied if the Customer actively requests it.

10.6 Unavailability is counted as having started at the moment when it is reported by the Customer in ServiceDesk as an incident, or when the unavailability is published on <http://aimtec.cloud>.

10.7 The overall length of such a period of unavailability does not include the length of any planned interruption that is announced at least a week in advance. Interruptions are announced via the Status Page service, or in exceptional cases via email.

11 Contract validity

11.1 The Contract has no date of expiration, and it enters into force on the date of its signature by the last party to sign.

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

11.3 The latest Terms and Conditions and Price List always apply throughout the duration of the contractual relationship. Changes to the Terms and Conditions are published by the Supplier; they are a result of its constant development and improvement of the Service. A new version of the Terms and Conditions has been provably delivered to the Customer when they do not express disagreement within 30 days, and they are then considered to have accepted the new wording of the Terms and Conditions and the new Price List. In cases of non-acceptance, the Customer can terminate the Contract immediately and without any sanctions.

12 Force majeure

12.1 In this provision, "events of force majeure" shall be understood to mean events outside of the control of the Customer and Supplier that make it impossible for a party to the Contract to meet any of its obligations arising from the Contract, including:

12.1.1 Events (including without limitation fires, explosions, earthquakes, droughts, tidal waves, and floods); radioactive contamination from any kind of radioactive fuel or from any kind of radioactive waste produced by the combustion of nuclear fuel, radioactively toxic explosives, or other dangerous properties of any kind of explosive nuclear system or nuclear element of such a system.

12.1.2 Wars, battles (without regard to whether or not war has been declared), invasions, actions by foreign enemies, mobilisations, occupations, or embargoes; uprisings, revolutions, insurrections, military forces or civil wars; rioting, unrest, strikes, protest-related labour slowdowns, interruptions or breakdowns, if they are not limited solely to employees of the supplier or its subcontractors; or

12.1.3 Terrorist acts or terrorist threats.

12.2 Consequences of Events of Force Majeure

12.2.1 When claiming a release from liability due to an Event of Force Majeure, the Supplier shall inform the Customer of the start of this state of affairs and of its details without delay. The Customer shall be informed of the end of this state of affairs in the same way.

12.2.2 The Supplier may also satisfy its obligation to inform the Customer by publishing the relevant information on its website.

12.2.3 The contractual partners are released from liability for partial or complete breach of their contractual obligations under the Contract if this non-fulfilment is the result of an Event of Force Majeure.

13 High Risk Usage

13.1 The Service is not fault-tolerant, nor is error-free or non-interrupted activity guaranteed. Customers may not use this Service in any situation where a failure of the Service could lead to serious injuries or the death of any person or serious physical or environmental damages. Examples of such use include, among others, life support systems, health equipment, motor vehicles, nuclear facilities, aircraft and/or other types of mass human transport, or weapons systems.

13.2 High-risk usage does not include the use of the Service for administrative purposes, the saving of configuration data, engineering and/or configuration tools or other non-monitoring applications whose failure would not lead to death, injury, or series physical or environmental harm

14 Prevention of abuse of the Service

14.1 The Supplier is entitled to halt the provision of the Service immediately when any suspicion that the Service is being abused arises. Specific cases are listed in the Sub-conditions for the individual functions.