

Standard Aimtec Company Conditions

Terms and Conditions for the Operation and Provision of the Yard Management System Service on the aimtec.cloud Platform

1 Introductory provisions / Contract structure

- 1.1 These Sub-conditions for the Operation and Provision of the Yard Management System Service form a supplement to and particularize the Terms and Conditions for the Operation and Provision of the aimtec.cloud Service in connection with specific utilised solutions running on the aimtec.cloud platform as follows:

2 Definition of functionality

- 2.1 The Yard Management System Service provides the following standard functionalities:
- 2.1.1 A planning table for the Customer's freight-handling centre
 - 2.1.2 A booking portal for Partners
 - 2.1.3 The service is guaranteed when it is operated with a partner count of 200 partners or less.
 - 2.1.4 The service archives data for a maximum of 12 months.
- 2.2 The standard functionality can be expanded to include items listed in the Service's Price List and can be further specified in the proposal document.

3 Definitions of terms

- 3.1 The basic fee for the service with Low support covers the provision of a web portal for communication with Partners.
- 3.1.1 Provision of the Service at a guaranteed availability level of 99.5%, with the Service running nonstop in 24/7 mode.
 - 3.1.2 Nonstop active monitoring of the service
 - 3.1.3 A guaranteed response time of 5 business days during the Supplier's standard business hours for the resolution of the following situations reported by the Customer: Incident, Service Request and Change Request.
- 3.2 Support for a Transaction User outside of the Standard Business Hours is understood to mean the provision of support under article 3.1.3 in nonstop 24/7 mode.
- 3.3 Support for a Partner during the Supplier's standard working hours is understood to mean the the provision of access to a contact point (by email or telephone) through which the Partner may request a consultation for a Resolution (a request of the Service Request type). This request is not recorded in the Service Desk (SED) application.
- 3.4 Support for a Partner outside of the Supplier's standard business hours is understood to mean the provision of access to a contact point (by email or telephone) through which the Partner may request a consultation for a Resolution (a request of the Service Request type). This request is not recorded in the Service Desk (SED) application.
- 3.5 A Transaction User is understood to mean any user of the Customer who has access to the service.
- 3.6 A Partner is understood to mean one Location for a partner in business (supplier or customer) of the Customer.
- 3.7 A Location is understood to mean each physical location of a partner in business that has its own address assigned, i.e. a city, street, and street address in accord with the Territorial Identification Address Register.

4 Definition of service availability

- 4.1 The Service is considered to be available as long as the following conditions are met, or, as appropriate, even if certain conditions arise:
- 4.1.1 It is possible to log in to the aimtec.cloud portal.
 - 4.1.2 Any interruptions of functions are no more than 5 minutes in length.

- 4.1.3 Any interruptions of printing to PDF are no more than 5 minutes in length.
- 4.1.4 An interruption of communication with integrated external technologies occurs. This primarily means automatic boom gates, other gates, cameras and other equipment that is not under the Supplier's administration.