

Standard conditions for the Aimtec Company

Conditions for the operation and provision of infrastructure and for system availability and support on the aimtec.cloud platform (Single Tenant Mode)

1 Opening provisions/Contract structure

- 1.1 This document, the Conditions for the operation and provision of the aimtec.cloud service (the Conditions), is a part of the standard conditions for 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 usage assumptions. This document delineates 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 Conditions are an integral part of the Contract.

2 Deliverable / Service

- 2.1 The deliverable is the provision of infrastructure within aimtec.cloud.
 - 2.1.1 Provision of the infrastructure within aimtec.cloud is taken to mean the use of resources, software and virtual services under the Supplier's administration.
 - 2.1.2 The infrastructure is appropriate to the size and needed performance level for running the defined and supported applications in Single Tenant Mode.
 - 2.1.3 Licence, maintenance and other provisions are defined in the partial conditions for individual functions.
- 2.2 Guaranteeing of availability
 - 2.2.1 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.
 - 2.2.2 Nonstop active monitoring of the service
- 2.3 Provision of Support for the SW products offered by the Supplier on the aimtec.cloud infrastructure

3 The price and its definition

- 3.1 The monthly fees for the provision of the Service are comprised of the following items:
 - 3.1.1 Provision of infrastructure
 - (1) Price based on the scope of the operated SW's functionality.
 - (2) The price changes over time; it can be fixed to a certain level for a defined period.
 - 3.1.2 Availability
 - 3.1.3 Support
 - 3.1.4 Other services according to Price List
- 3.2 Fees for activating the Service
 - 3.2.1 The individual activation fees are defined in the Service's price list.
 - 3.2.2 The implementation services for setting up the operated software are detailed in the Project Contract.

4 Service ability guarantee; sanctions

- 4.1 The service is operated in the data centre of Amazon Web Services, region eu-central-1, Frankfurt am Main. This service is provided 'as is'. The Supplier shall devote a reasonable effort to its administration of the Service, but it cannot guarantee that the Service will be available nonstop or error-free.

- 4.2 The Service is provided 24 hours a day, 7 days a week.
- 4.3 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 will be paid in their proven amount up to the above-stated maximum foreseeable damages.

4.4 Method for calculating Service availability:
$$\text{Availability} = \frac{\text{the system's uptime}}{\text{overall time (24/7)}}$$

- 4.5 The sanctions for Service unavailability are calculated as a discount from the overall monthly fee that is paid for guaranteeing availability. The discount is based on the rules below:

% of discount from the monthly fee when guaranteed availability is not preserved	
>99.50%	0%
<99.5% ≥ 98%	5%
<98%	15%

- 4.5.1 This discount is applied if the Customer actively requests it.
- 4.6 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>.
- 4.7 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.
- 4.8 Availability is guaranteed only for SW products deployed by the Supplier.
- 4.8.1 Availability is guaranteed for the portion of the delivered software Products that have been Accepted by the Customer. The Accepted portions of the software products are solely:
 - (1) Functionalities that have been defined and verified under the same conditions as they were tested under.
 - (2) Functionalities after the acceptance of the Project Completion phase,
 - (3) Functionalities accepted on the basis of a completed SED request.
- 4.8.2 Any time needed for resolving the following situations is not included in the calculation of the Service's availability:
 - (1) Customer-side Incidents.
 - (2) Incidents caused due to use by more users than were defined in the scope for the provided licence.
 - (3) Incidents caused by transactions that the Customer has modified or newly created.
 - (4) Incidents caused by the Customer having changed the system's configuration.
- 4.8.3 Availability for end-user devices (printers, readers, terminals etc.) is defined as API availability for communication.
- 4.8.4 Availability is guaranteed only for production environment of the system.

5 Support processes (for SW product operated on the aimtec.cloud infrastructure)

- 5.1 Handling of Incidents
- 5.1.1 An Incident is an unplanned outage of, or interruption to, an IT service that was functional before the outage.
- 5.1.2 The Customer records the request for the handling of the Incident in the SED application.
- 5.1.3 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 for the Maintenance service.
- 5.1.4 The deploying of a workaround is considered to count as the resolution of an Incident.
- 5.2 Handling of Service Requests
- 5.2.1 A Service Request is a formal request from the Customer for the provision of a service.
- 5.2.2 A Service Request does not influence the configuration for 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.
- 5.2.3 A Service Request is recorded into SED by the customer.
- 5.3 Handling of Change Requests
- 5.3.1 A Change Request is a formal request/proposal by the Customer for a change to the system's configuration.
- 5.3.2 After its approval and acceptance, the request is a binding order governed by Aimtec's standard Delivery Conditions and its standard Terms and Conditions.
- 5.3.3 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.
- 5.3.4 A Change Request is recorded into SED by the Customer.
- 5.4 Handling of Problems
- 5.4.1 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.
- 5.4.2 A Problem's output (after approval by the Customer) can be a Service Request or a Change Request.
- 5.5 Reserved Services
- 5.5.1 Reserved Services are a prepaid monthly scope of services that the Supplier guarantees to supply to the Customer in response to Customer requests.

- 5.5.2 A Delivery Guarantee means the provision within 30 calendar days from the Acceptance of the solution proposal.
- 5.5.3 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.
- 5.5.4 Unused Reserved Services can be transferred to later months during a single calendar year.
- 5.5.5 Unused Reserved Services cannot be transferred to the next calendar year.
- 5.5.6 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.
- 5.6 Standby
 - 5.6.1 Standby guarantees a response within 30 minutes from a request's announcement. Standby must be ordered at least five days in advance.
 - 5.6.2 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.
- 5.7 Dedicated Support Team
 - 5.7.1 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).
 - 5.7.2 The Supplier assigns requests to be handled by the Dedicated Support Team.
 - 5.7.3 The Supplier should assign requests to handlers outside this team in justified cases only.
- 5.8 Direct access to a consultant
 - 5.8.1 Upon request, the Supplier provides the Customer with direct access to a consultant via email/phone, with no guarantee of a response.
- 5.9 Internal approval process
 - 5.9.1 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.
 - 5.9.2 The Customer defines the rights of the individual Responsible Persons.
- 5.10 Email/Phone Consultations
 - 5.11 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.
- 5.12 ServiceDesk (SED) services
 - 5.12.1 The purpose of the ServiceDesk application (SED) is to provide a single, unified place for making operation support requests.
 - 5.12.2 All assignments and orders of support services defined by these Conditions and the Contract must be made through SED.
 - 5.12.3 This service is available at <https://sd.aimtecglobal.com>.

6 Response Times

- 6.1 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.
- 6.2 The Supplier provides services within the Contract in the scope further specified. Guaranteed maximum Response Times are specified in article 14. If no shorter response time is agreed to in the Contract, then the Supplier does not guarantee the provision of such a shorter time.
- 6.3 Support – LOW Response Time
 - 6.3.1 This response time is used for requests that do not fundamentally affect the Customer's processes.
- 6.4 Support – MEDIUM Response Time
 - 6.4.1 This response time is used for requests that fundamentally affect the Customer's processes.
 - 6.4.2 Requests with this response time must also be announced by telephone at +420 377 240 400.
- 6.5 Support – HIGH Response Time
 - 6.5.1 This response time is used for requests that block critical Customer processes.
 - 6.5.2 Requests with this response time must also be announced by telephone at +420 377 240 400.
 - 6.5.3 The Supplier maximally strives to handle Incidents with a HIGH response time in such a way as to resolve them as quickly as possible.
- 6.6 Support – Standby
 - 6.6.1 Standby status, for the provision of a response within 30 min. after an Incident is reported; this service must be ordered five days in advance.
 - 6.6.2 When a Request is reported during Standby status, this Request is billed without any added fees for response time or availability.
- 6.7 The ServiceDesk service
 - 6.7.1 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 article 14.
- 6.8 Incident Resolution

- 6.8.1 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).
- 6.8.2 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.
- 6.8.3 The "Incident Resolution" service can only be used for Critical Processes.
- 6.8.4 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 the list of Critical Processes and provides revised lists to the Supplier without undue delay.
- 6.8.5 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 the Continuity Plan and provides revised versions to the Supplier without undue delay.

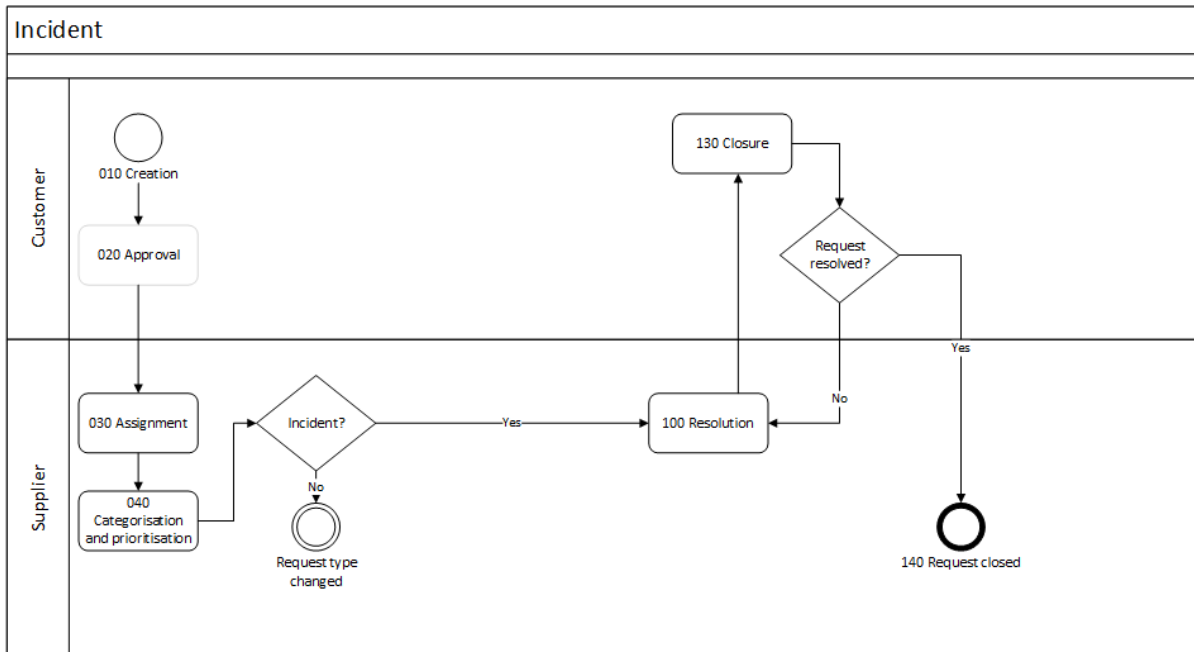
7 Availability of support services

- 7.1 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 14.
- 7.2 Different service availability hours can also be contractually specified to fit the Customer's needs.
- 7.3 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 7.1.
- 7.4 The Supplier guarantees the handling of Service Requests and Change Requests in the scope defined in monthly reserved services.
- 7.5 Availability Incidents must also be announced by telephone at +420 377 240 400.

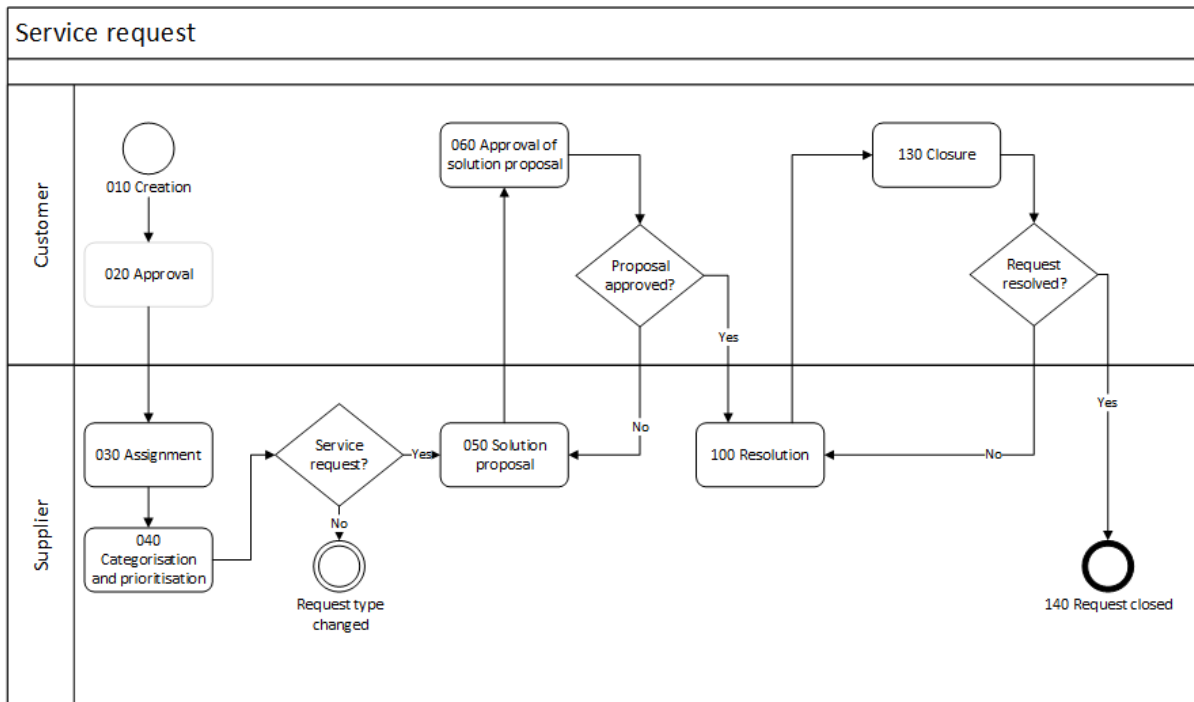
8 Process Support warranty

- 8.1 Every solution delivered has a warranty that begins with its approval and lasts for 30 days.
- 8.2 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.

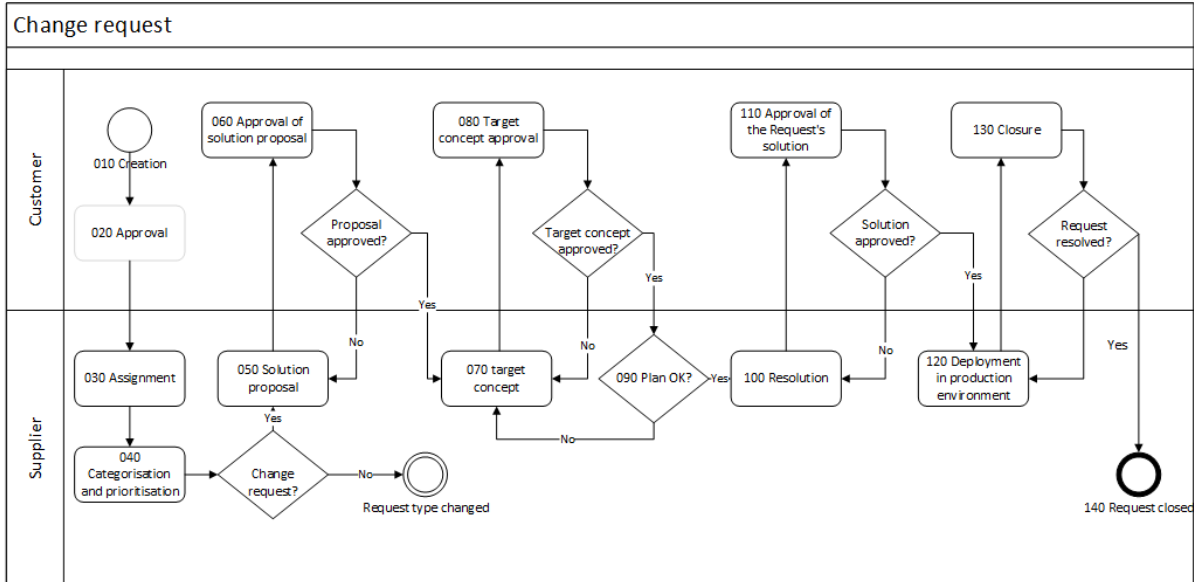
9 Support system processes – Incident

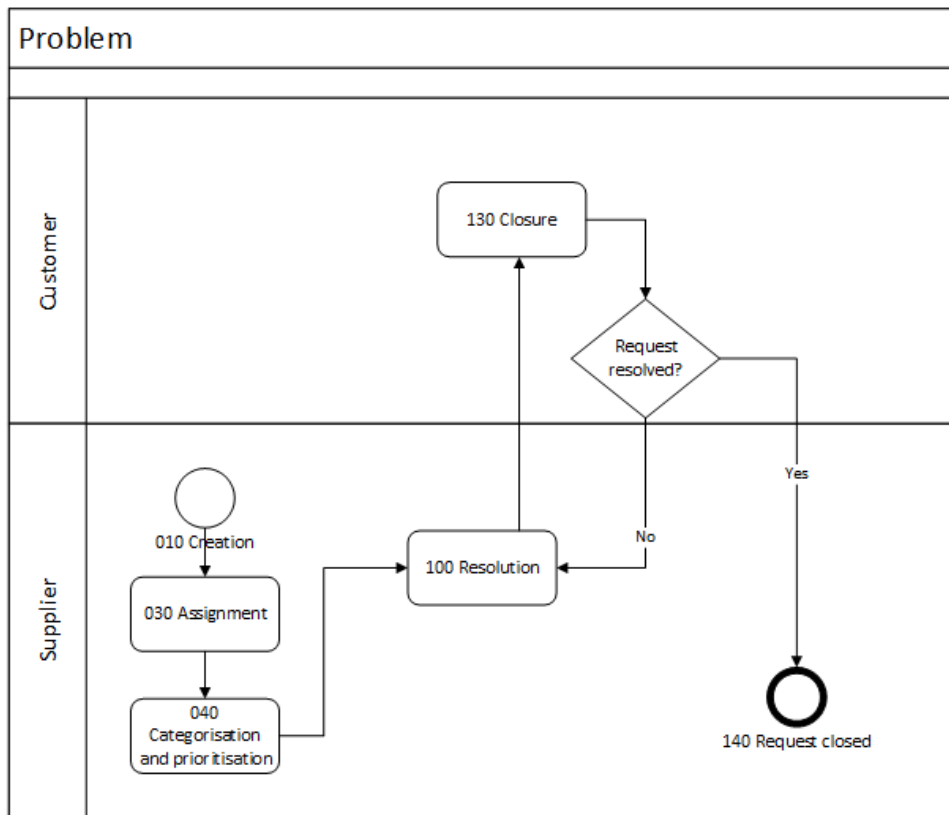


10 Support system processes – Service Request



11 Support system processes – Change Request



12 Support system processes – Problem

13 Cooperation by the Customer

- 13.1 The Customer undertakes to name Responsible Persons who bear responsibility for assigning requests and approving these requests' solutions. These persons are specified within SED.
- 13.2 The Customer undertakes to provide any cooperation that is needed and essential for the handling of a Request.
- 13.3 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.

14 Support services definition

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
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

15 Backup and Disaster Recovery service

15.1 Backups

15.1.1 Database Backups are performed automatically.

15.1.2 By default, backups are performed in the framework of the "eu-central-1" (Europe – Frankfurt) Amazon Web Services region.

15.1.3 In the case of a Disaster, a Backup will not be older than 5 minutes (RPO = Recovery Time Objective).

15.1.4 Backups' retention period is 5 days.

15.2 Disasters

15.2.1 Disasters are declared by the Supplier only. They are declared during outages of utilities and services, in cases where it is not certain that these will be restored within a reasonable time.

15.2.2 The unavailability of the Amazon Web Services datacentre "eu-central-1" (Europe - Frankfurt) is an event beyond the Supplier's control and is considered a circumstance excluding its liability.

15.2.3 An Incident within an operated application is not considered a Disaster.

15.3 Disaster Recovery – basic

15.3.1 Basic Disaster Recovery comprises the restoration of the data from the last Backup.

15.3.2 No Recovery Time Objective (RTO) is guaranteed.

15.4 Disaster Recovery – extended

15.4.1 In addition to the scope as per section 15.3, the guaranteed Recovery Time Objective (RTO) is 12 hours, or 6 hours per the selected level in the current price list.

16 Maintenance (for SW product operated on the aimtec.cloud infrastructure)

16.1 The Supplier will provide the current system and its components in the framework of the installed product Version.

- 16.2 The Version is the aggregate of the system's current functionality. The Version is indicated by the numbers before and after the first decimal point.
- 16.3 An Update is the installation of a Patch.
- 16.4 Patches are applied during planned downtime periods.
- 16.5 Patches are occasional error fixes that are subsumed within a Version. Each Patch is distributed to the Customer via a Release. A Patch is indicated by the number after the second decimal point.
- 16.6 A Release is a combination of a Version and a Patch file. A Release is indicated by a Version and Patch number.
- 16.7 A set of Customer Functionality is an aggregate of processes, reports, and integrations beyond a Release.
- 16.8 An Upgrade is an installation of the Current Version including an updated set of Customer Functionality.
- 16.9 Upgrades to a SW product operated on the aimtec.cloud infrastructure
- 16.9.1 The Customer's claim to the new version is governed by the licence conditions for the SW product.
- 16.9.2 In the framework of its monthly payment, the Customer is entitled to a transfer of the SW product's standard set of functionality.
 - (1) Standard Functionality is system functionality without Customer modifications.
- 16.9.3 The following are not included in the monthly fee:
 - (1) Transfer of a set of Customer Functionality
 - (2) Transfer of historical data
 - (3) Support and Transition Testing

17 Price and terms of payment

- 17.1 The price of the deliverable depends on the individual Solutions that the Customer has activated and is using.
- 17.2 The price is made up of monthly payments for their use.
- 17.3 The price for a Service Request or a Change Request other than those listed in the Price List is defined as a Basic 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).
- 17.4 Phone consultations are billed at the Basic Hourly Rate.
- 17.5 The additional fees for requests handled with a shortened Response Time that do not correspond to the objective categorisation as per chapter 6, as well as – where appropriate – the fees for acceptance of a request, are specified in article 14.
- 17.6 The cost for an approved Service Request or Change Request can be raised by up to 10% to reflect its real labour demands.
- 17.7 Support is invoiced monthly on the basis of time sheets; invoices are due within 14 days.
- 17.8 These amounts are presented here without VAT, which will be billed in accord with the regulations applicable on the date of the chargeable event.
- 17.9 The supplier shall issue and send 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 deemed 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.
- 17.10 If the Customer has unpaid debts towards the Supplier that are more than 30 days overdue, the Supplier has the right to decide to suspend 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.

18 Information security

- 18.1 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.
- 18.2 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.
- 18.3 Both parties to the Contract hereby pledge that they shall not distribute or reproduce Confidential Information and will 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.
- 18.4 The parties to the Contract further pledge that they will 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.
- 18.5 Both of the parties to the Contract shall limit the numbers of employees authorised to be in contact with this information and shall adopt effective measures to prevent information leaks.

- 18.6 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.
- 18.7 In and of itself, the existence of the Contract and information that the contractual parties are cooperating is not taken to constitute confidential information.
- 18.8 Both parties pledge that, if the other party so requests, they will 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.

19 Personal Data Privacy

- 19.1 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.
- 19.2 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 paragraph 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.
- 19.3 The sole purpose for the processing of personal data specified in article 19.2 is the provision of services to the Customer as defined in the Contract.
- 19.4 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 offered services as a personal data controller.
- 19.5 A detailed description of Aimtec's personal data processing principles is provided at www.aimtecglobal.com/gdpr.

20 Contract validity

- 20.1 This Contract is entered into for an indefinite period of time, and it enters into force on the date of its signature by the last party to sign.
- 20.2 It may be terminated for any reason as of the last day of the calendar month, with three months' notice.
- 20.3 The latest Conditions and Price List always apply throughout the duration of the contractual relationship. Changes to the Conditions and the Price List are published by the Supplier; they are a result of its constant development and improvement of the Service. A new version of the 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 Conditions and the new price list. In cases of non-acceptance, the Customer can terminate the Contract immediately and without any sanctions.

21 Force majeure

- 21.1 In this provision, events of force majeure are taken 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 this Contract, including:
- 21.1.1 Events (including without limitation fires, explosions, earthquakes, droughts, tidal waves, floods and epidemics); 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.
- 21.1.2 Wars, battles (without regard to whether or not war has been declared), invasions, actions by foreign enemies, mobilisations, occupations, or embargoes; uprisings, revolutions, or 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
- 21.1.3 Terrorist acts or terrorist threats.
- 21.2 Consequences of events of force majeure
- 21.2.1 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.
- 21.2.2 The Supplier may also satisfy its obligation to inform the Customer by publishing the relevant information on its website.
- 21.2.3 The contractual parties are released from liability for partial or complete non-fulfilment of their contractual duties under this Contract if this non-fulfilment is the result of an event of force majeure.

22 High Risk Usage

- 22.1 This 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.
- 22.2 High-risk usage does not include the use of the service for administrative purposes, nor 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.

23 Prevention of abuse of the Service

23.1 The Supplier may halt the provision of the service immediately when any suspicion that the service is being abused arises. Specific cases are listed in the Conditions for the individual functions.