Contents

[1. Joint provisions applicable to all stages of the performance of the subject of the Agreement 2](#_Toc132977256)

[2. Provisions applicable to the Platform implementation stage (corresponds to the scope of the Implementation Services as per Article 3.1.1. of the Agreement): 3](#_Toc132977257)

[a. Joint provisions for the implementation stage (implementation of SW and Hardware Devices as per Article 3.1.1. of the Agreement) 3](#_Toc132977258)

[b. SW Implementation 4](#_Toc132977259)

[c. HW Implementation 6](#_Toc132977260)

[3. Platform Operation: 6](#_Toc132977261)

[4. Platform Support: 8](#_Toc132977262)

[5. HelpDesk 9](#_Toc132977263)

[I. Communication Tools 10](#_Toc132977264)

[II. Priorities of Requests 11](#_Toc132977265)

[a. Emergency 11](#_Toc132977266)

[b. Urgent 12](#_Toc132977267)

[c. Standard 12](#_Toc132977268)

[III. Types of Requests and their resolution 13](#_Toc132977269)

[a. Incident Management 14](#_Toc132977270)

[b. Problem Management 14](#_Toc132977271)

[c. Change Services 14](#_Toc132977272)

[d. Training and consultation during operation (outside the implementation phase of the Platform) 15](#_Toc132977273)

[IV. Resolution of disputes (at all stages of service provision) 16](#_Toc132977274)

# Joint provisions applicable to all stages of the performance of the subject of the Agreement

1. The Customer and the Provider shall each keep appropriate documentation concerning the activities carried out as part of performance of this Agreement. The documentation may be kept electronically. The representatives of both Parties entrusted with assistance coordination shall agree on the manner the documentation will be updated and made available from time to time.
2. Prior to the installation carried out by the Provider, the Customer shall ensure that the installation site is prepared in compliance with the instructions issued by the Provider; the instructions shall be issued by the Provider well in advance to enable the customer to meet this obligation.
3. Where the Provider carries out installation of the product/components, the following conditions shall apply:
	1. Prior to the installation, the Customer shall:
4. Properly handle the products/components in compliance with the documentation of the manufacturer of the products/components,
5. Take care of all the aspects necessary for the installation and adequately prepare the installation site in compliance with the recommendations of the Provider,
6. Enable the Provider timely access to the components for the purpose of installation thereof.
7. The Provider agrees to carry out the installation of the Platform, its Modules and Functionalities including the HW Devices in line with the applicable description of the functional parameters of the subject contained in the Scope of Work, attached as Annex 1 to the Agreement.
8. The Customer shall provide the following level of assistance with respect to the implementation and solutions of the Requirements:
* Remote access for staff of the Provider to the operating environment of the Customer, to the devices of the Customer e.g., PC, Tablet, HW etc.
* Upon request of the Provider the Customer shall provide access in the scope necessary to the staff of the Provider to the work site and place of business of the Customer.
* Upon request of the Provider the Customer shall facilitate the creation of adequate work conditions for the activities to be carried out by the staff of the Provider.
* Upon request of the Provider the Customer shall ensure consultations with the authorised staff of the Customer, in particular the Incident reporter.
* Upon request of the Provider, it shall ensure the assistance of third parties necessary for Incident resolution.
* Upon request of the Provider during the implementation and resolution of Incidents, the Customer shall supply the necessary information.
* Upon request of the Provider, the Customer shall provide for the resolution of Incidents outside the Platform, provided they affect the operation of the Platform.
1. The Customer and the Provider agree that the capitalised terms contained herein shall have the same meanings prescribed to them in the Agreement.

# Provisions applicable to the Platform implementation stage (corresponds to the scope of the Implementation Services as per Article 3.1.1. of the Agreement):

# Joint provisions for the implementation stage (implementation of SW and Hardware Devices as per Article 3.1.1. of the Agreement)

The Parties shall set up an implementation team for the purpose of implementation as per Article 3.1.1. of the Agreement; the team shall consist of at least of the members provided below.

The Customer shall create a team for the performance of the scope of work, consisting of the following members:

|  |
| --- |
| **Customer Project Team** |
| **Position** | **Employee name** | **Responsibilities** |
| Stakeholders | CEO, CTO, CFO + Directors | Project supervision |
|  |  |  |
| Project Manager | TBA | Project management |
| Process Specialist | IT Process Specialist | Mapping, creation and integration of processesProcess support for individual modules and to the Project Manager |
|  |  |  |
| Process Owner - Integration | IT Department Manager |  |
| Key User - Integration | IT Data Analyst |  |
|  |  |  |
| Process Owner - Fleet | Transport Department Manager |  |
| Key User - Fleet | TBA | Definition of functional parametersSolution testing |
|  |  |  |
| Process Owner – Records | Planning Department Manager |  |
| Key User - Records | Planning 1 Officer  |  |
|  |  |  |
| Process Owner – Planning | Planning Department Manager |  |
| Key User - Planning | Planning 2 Officer |  |
|  |  |  |
| Process Owner – VKK | Manager of Waste Collection Plant |  |
| Key User - VKK | VKK Foreman |  |
|  |  |  |
| Process Owner – Supply | Manager of Waste Collection Plant |  |
| Key User - Supply | Foreman of supply demand |  |
|  |  |  |
| Process Owner – Warehouse | Head of property management |  |
| Key User - Warehouse | Warehouse employee |  |

The table below provides the minimum requirements for the Provider team. The minimum requirement regarding the language skills on the Provider Project team members is the ability to communicate in Slovak or English. For the avoidance of doubt, the Provider shall allot such human resources for the performance of the Agreement to ensure that the implementation Schedule is met, and that the Agreement is performed duly and on time. At the same time, similar human resources shall be required for Change Services.

|  |
| --- |
| **Provider Project Team – Implementation Services & Change Services** |
| **Position** | **Employee name = Minimum number** | **Responsibilities** |
| Project Manager |  |  |
| Platform Architect |  |  |
| Data Analyst – databases |  |  |
| Front-end Developer |  |  |
| Software Back-end Developer |  |  |
| Integration Developer |  |  |
| Mobile App Developer |  |  |
| QA Tester |  |  |
| HW Specialist 1 – Fleet  |  |  |
| HW Specialist 2 – Fleet |  |  |
| HW Specialist 3 – Fleet |  |  |
| HW Specialist 4 – Fleet |  |  |

# SW Implementation

The Customer requires that the Provider launch and configure the Platform, Modules within the Platform, Functionalities within the Modules and integration within the existing infrastructure of the Customer. During the implementation (see Article 3.1.1. of the Agreement) and operation (see Article 3.1.2. of the Agreement) stage of all the functionalities of the Platform, the Provider shall act so as to enable operation of the Platform, which is the subject of the Agreement, in parallel with the software and hardware solutions currently used by the Customer.

The Customer requires that the Provider deliver the Agreement subject as per the Schedule contained in Annex 5 to the Agreement. The Schedule in Annex 5 to the Agreement for the Provision of Services in the Field of IT Solutions shall represent the underlying framework schedule. A detailed Schedule shall be determined after completion of the implementation analysis as per Article 7.2. of the Agreement.

**Implementation cycle for individual Modules and Functionalities:**

This implementation cycle shall be separately applied to the implementation of each unified Functionality of the individual Modules that create the required Platform. For each of the stages of the implementation cycle provided below a written Acceptance Protocol shall be compiled (*mutatis mutandis* as per Article 7.4. et seq. of the Agreement), a draft proposal of which constitutes Annex 7 to the Agreement, and which, once confirmed by the Customer, constitutes Customer’s consent to the start of the following stage.

Stages of the implementation cycle (in chronological order):

* Analysis of specific requirements of the Customer concerning the Functionality
* Drafting a project plan for the Functionality implementation
* Functionality implementation
* QA and Functionality Testing consisting in testing whether the relevant part of the Agreement subject displays any defects that would prevent or substantially restrict the use of the subject of the Agreement
* Compiling reports for Functionality purposes with the employee of the Customer
* Functionality integration as per the needs and clause 4.0 of Annex 1 to the Agreement, hereinafter “Scope of Work”
* Training for staff of the Customer concerning the use of the respective Functionality
* Pilot run of the Functionality
* Acceptance testing of the Functionality or description of Functionality deficiencies by the Customer and follow-up removal of such deficiencies by the Provider. In the attendance of the “KeyUser” and the “Project Manager” of the Customer, the Provider shall prepare and run acceptance testing for the implemented requirements.

Should any deficiencies of the Functionality be established, the Provider shall remove the deficiencies without undue delay, but no later than within fourteen (14) days. The maximum number of runs for testing the same Functionality shall be three (3) in a period no longer than six (6) weeks of the date when the established deficiency (deficiencies) were notified to the Provider. In the event of failure to comply with said requirement, the Customer is entitled to withdraw from this Agreement. The acceptance protocol for the individual requirements shall be signed solely on the condition of confirmation of proper performance of the individual requirements and full functionality thereof. Full functionality means that the functionality of the requirement is free of any defects that would prevent proper use of the Functionality.

* After successful completion of all the agreed acceptance testing, a test run will take place as final acceptance. During the test run, the Customer shall use the Platform in the usual manner with real data under increased supervision of the Provider in line with the output of the implementation analysis. Where the requirement does not comply with the set acceptance criteria of the test run, the Customer shall deliver to the Provider a report within five (5) working days of the test run completion detailing all the established defects. The Provider shall remove such defects without undue delay and the test run shall be repeated. Where the requirement complies with the acceptance criteria of the test run, the Customer and the Provider shall compile a final Acceptance Protocol, and the requirement is deemed to be properly delivered by the Provider and properly accepted by the Customer.
* Handover to production run.
* Upon the signing of the Acceptance Protocol by both Parties, in the absence of the defects established by the Customer, the Functionality shall be released into production run. Operation of the Functionality shall be governed by the clauses 3 to 5 (Platform Operation, Platform Support and Help Desk) and the respective provisions of the Agreement.
* Compiling product documentation for the respective Functionality.

# HW Implementation

As part of the Platform launch, the Customer requires the delivery and installation of HW Devices as per the Agreement, the Scope of Work constituting Annex 1 to the Agreement, and in compliance with the Schedule contained in Annex 5, specifically:

1. Delivery of monitoring units, RFID readers to read labels on bins and RFID readers to read cards of the attendance management system used at the premises of the Customer.

2. Installation of monitoring units, connecting the units to CANBUS and FMS of the vehicles of the Customer, installation of RFID readers to read labels on bins and readers for personal RFID cards to the vehicles of the Customer.

3. Activation of the monitoring units (logging in the monitoring unit in the Platform) and all its interfaces as per the Scope of Work, which constitutes Annex 1 to the Agreement.

4. Acceptance testing of the vehicles equipped with activated monitoring units (testing individual Functionalities as per the Scope of Work as part of 2.0 Fleet Management Module).

5. Drawing up the Acceptance Protocol. The same rules as those contained in section “SW Implementation” shall apply reasonably to the acceptance of the monitoring units with respect to the acceptance of the individual Platform Functionality.

6. Upon signing the Acceptance Protocol by both Parties, in the absence of any defects established by the Customer, the monitoring unit is launched into production run. The operation of the monitoring unit shall be further governed by the conditions of operation and support of the Platform contained in this document and in the Agreement.

# Platform Operation:

Throughout the term of the Agreement, starting on the launch of each Functionality and HW Device (monitoring unit) into production run (upon signing the Acceptance Protocol by both Parties in the absence of any of the defects established by the Customer), the Provider shall ensure uninterrupted operation of the Platform, its Modules and Functionalities, all that as per clause 3.1.2 of the Agreement.

The table below contains the minimum requirements concerning the Provider team. The Provider shall allot such human resources to the performance of the Agreement at the Platform operation stage in order to ensure uninterrupted operation of the Platform as per the Agreement properly and on time.

|  |
| --- |
| **Provider Operation Team** |
| **Position** | **Employee name** | **Responsibilities** |
| Project Manager |  | Managing operation and support, supervising requirements solution, Requirement Escalation Level 1 |
| Platform Architect – Data Analyst |  | L3 |
| Front-end Developer |  | L2 |
| Software Back-end Developer |  | L2 |
| Support Technician |  | L1 |

The Customer shall use the Platform for recording and editing collection data, manage collection, gathering and analysis of collection data, planning collection and associated supporting activities. Due to this, the Platform becomes the central information system for collection activities and the Customer requires:

* 1. Availability of the Platform from any site through secured Internet connection.
	2. Average response time of the Platform to one API call within 2 seconds per each individual query (*one query meaning a data search, displaying the object data, recording data).*
	3. Ensuring Platform stability to secure the availability of the Platform 24/7.
	4. Permanent availability of all data from previously implemented Platform Functionalities (i.e. 24 hours a day, 7 days a week) throughout the entire term of the Agreement, in the event of Agreement termination, handover of all the data obtained to the Customer.
	5. Permanent supervision of the Platform throughout the entire term of the Agreement - the Customer requires from the Provider the operation of the monitoring portal, which will include the status of individual Platform Functionalities
	6. Electronic data archiving and in the event of complete data loss due to Platform failure, full data and Platform recovery.
	7. The Provider shall enable the Customer the method of unlimited backup of the Database structure, Database model, Database procedures and Data.
	8. Operation the development environment of the Platform, used by the Provider to develop such requirements, changes, customisations, and patches of the Customer. Only the Provider shall have access to the environment, access by the Customer is not obligatory.
	9. Operate the testing (QA) environment for the Platform, in which the Provider implements any potential changes, customisations, patches, and which the Customer will be able to use to test the same prior to launching it in production environment. This environment may be accessed by the Provider as well as the Customer.
	10. Operating the production environment of the Platform, where the Provider applies any potential changes, customisations, patches following testing and written approval in the QA environment by the Customer.
	11. Scheduled customisations in the production environment of the Platform shall be reported to the Customer no later than seven (7) days in advance, save for emergency situations approved by the Customer.
	12. Carrying out scheduled customisations in the production environment outside of working hours (working hours: 06:00 – 17:00 o’clock on business days, Monday through Friday, 06:00 a.m. – 12:00 a.m. on Saturdays).
	13. Reporting scheduled downtime at least three (3) working days in advance.
	14. The Provider shall inform the Customer of any established unscheduled downtime without undue delay through the escalation contacts provided in Article 4 (c).
	15. The sum total of unscheduled downtime during working hours per one calendar month shall not exceed 0.05% (SLA 99.95%).
	16. As part of the Operational Services, the Provider shall provide for the maintenance of all installed HW Devices and interfaces thereof, HW repair, replacement of HW and units.
	17. The Provider shall monitor the function of all installed HW Devices and HW interface, including without request of the Customer, and shall remove any deficiencies so that the vehicle data are available as part of the Service.

# Platform Support:

During the term of the Agreement, the Provider shall provide support for the Platform - Support Services, based on clause 3.1.3 of the Agreement. Support means service interventions aimed at solving Platform failures, non-functional parts of the Platform, deficiencies that prevent the Customer from using the Platform, its Modules and Functionalities. Service interventions will primarily be performed via remote connection, if necessary at the Customer's premises. Service intervention may be included in the price for the Support Services provided (Annex 3 of the Agreement - Price) and beyond the Support Services provided, in the amount specified in the Individual Order for Additional Service or Change Service (Annex 3 of the Agreement - Price).

The Customer is entitled to request a service intervention in the cases specified below, whereby the Provider shall perform any of the following actions during the service intervention:

Service intervention within the price for provided Support Services (lump-sum payments):

1. Overall control and supervision of the functionality of the Platform in terms of its security, optimization and Platform administration
2. Checking Platform functionality and availability
3. Creating database back-ups
4. Deployment of service patches, updates
5. Regular upgrade and firmware update of HW Devices (monitoring units) minimum once per quarter, critical AdHoc updates
6. Repair or replacement of HW Devices (monitoring units and their interfaces) within 2 (in words: two) business days from the recognition or reporting of the problem (malfunction, incident)
7. Delivery of backup HW Devices (monitoring units) to the Customer's warehouse and always within 30 (in words: thirty) days after installation of any of the backup HW Devices (monitoring units) on the truck, so that 5 (in words: five) units are always available in the warehouse as a backup.
8. Remote authorization of a HW Device (monitoring unit) including remote control
9. Setting user parameters
10. Additions to functionality in accordance with current legislative amendments (in particular: GDPR, IT Security, Labour Law)
11. Checking data and correcting errors whose origin cannot be clearly identified
12. Functionality set-up, error correction after power failure on the Provider´s side
13. Platform rebooting
14. Technical interventions
15. Correction of detected incorrect Functionality, Modules or Platform
16. Elimination of data entry errors in the database or loss of data caused by faulty Platform Functionality
17. Claims for Implementation Services, Operational Services, Support Services, Management Services, Additional Services and Change Services, or service and development jobs processed under this Agreement
18. Consultations on the use or development of the Platform (by telephone or directly with the Customer)
19. Methodological guidance of the Customer´s employee when working with individual Modules and Functionalities

Service intervention within the price of Additional Services or Change Services (extra lump sum payments), on the basis of an Individual Order:

1. Correction of data errors caused by the Customer
2. Training beyond the initial training after the implementation of the Platform (within the activities, actions and works of the Additional Services according to section "5. HelpDesk", subsection "III. Types of Requests and their resolution - d. Training and consultation during operation (outside the implementation phase of the Platform)“
3. The activities, operations, work of the Change Services under "5. HelpDesk", subsection "III. Types of Requests and their resolution - c. Change Services “

# HelpDesk

During the term of this Agreement, the Provider shall make available to the Customer's authorized persons the Provider's Help-desk service, telephone, e-mail communication with the Provider's technical support staff responsible for resolving the Customer's Service Intervention Requests.

The Help-desk service is used for electronic input and registration of the Customer's Requests, including complaint reports. The Provider will record the services provided through this service, including a description of the solution and the number of hours worked on the solution of individual Requests.

The Provider provides services within the scope of the Agreement on business days, Monday to Friday, from 07:00h to 16:00h., with the exception of public holidays of the Slovak Republic and non-working days.

Response time means the working time that elapses from the receipt of a Request from the Customer's Authorised Person by the Provider's technical support until the first information on the status of the resolution of that Request from the Provider's technical support to the Customer's Authorised Person. The Provider's technical support shall pass this information without undue delay to the authorised person of the Customer who made the Request. The handover shall be made via the Help Desk (in the event of a Help Desk outage by email) and records of unsuccessful attempts shall be made on the Service Request.

Maximum Solution Time means the working time that elapses from the receipt of the Request by the Customer's Authorized Person by the Provider's technical support to the resolution of the Request by the Provider and its handing over to the Customer's responsible person for testing the solution.

The HelpDesk service contains tools and principles that will be used by the Customer in communication with the Provider. All Requests relating to the Services provided subject to this Agreement shall be governed by the procedures set out below.

## Communication Tools

* 1. **HelpDesk**

Specialized ticketing tool operated by the Provider which will be used for reporting, recording, checking deadlines and retrospective reporting. The Provider will make the tool available to the Customer via the **URL** **< to be completed by the Provider>** and will set access authorisations for the Customer's personnel. The tool shall be made available at the latest from the effective date of the Agreement. Availability of the tool shall be 24/7. This is the main tool for recording all Requests made by the Customer to the Provider both within and outside the Customer's working hours. All Requests reported by any other communication tool must be additionally registered in the HelpDesk tool.

|  |  |
| --- | --- |
| **Working day in OLO** | **Working hours** |
| Mondays to Fridays | 05:00 – 17:00h |
| Saturdays | 05:00 – 12:00h |
| **Non-working days in OLO** |
| Sundays |
| January 1st  |
| Easter Monday |

Reported Requests will be dealt with according to the priorities set out in clause II.

The provider modifies the states of individual Requirements in the tool:

* Received
* In progress
* Resolved – For testing by Customer

The Customer adjusts the status of individual Requirements:

* New
* Tested – OK
* Rejected – To be resolved
* Completed



* 1. **E-mail**

E-mail communication serves as a backup method of communication in case of HelpDesk tool failure. All communication made in this way will be additionally uploaded by the Provider to the HelpDesk tool when it is made available again. Technical consultation between the Provider and the Customer is also possible and must always be entered into the HelpDesk tool.

* 1. **Telephone**

Communication by telephone conversation is possible in the event of an escalation of Priority Requirements Emergency. Technical consultation between the Provider and the Customer is also possible, which should always be entered in the HelpDesk tool.

## Priorities of Requests

To specify the speed of resolution of the service intervention according to the level of severity, the Parties have agreed on the following types of priority of Requests and response times, based on which the Provider undertakes to start work on the resolution of each type of Request and the maximum time for the resolution of a given type of Request, within which the Provider undertakes to resolve it. A Request whose solution has been accepted by the Customer shall be deemed to have been resolved:

### Emergency

The Platform is not usable in its essential functions, there is a functional error or defect that prevents the Platform from operating, or a change in the external or internal environment renders the Platform unusable in its essential functions. This may be a complete failure of the Platform or the Platform Modules, parts and Functionalities. This condition disrupts the Vital Business Functions, work is prevented or the business processes that the Platform provides are compromised. This condition may jeopardize the Customer's business or commercial activities within a timeframe of up to one (1) day. This condition may cause financial or other damage to the Customer.

The requirements of this priority include in particular, but not exclusively:

* Complete failure of the Platform or Platform Modules
* Inability of any user to log into the Platform
* Unavailability of data in the Platform or in Modules
* Unavailability of data in monitoring units
* Unavailability of data from monitoring units

|  |  |
| --- | --- |
| Response time | 1 Hour |
| Maximum resolution time | 4 Hours |

### Urgent

The operation of the Platform is degraded in its functions or a change in the external or internal environment requires a change in the original functionality of the Platform such that this condition may jeopardize the business or commercial activities of the Customer within a timeframe of one week to one month, or may cause financial or other damage.

The requirements of this priority include in particular, but not exclusively:

* Scheduling Module outage
* failure of a critical integration interface (e.g. interfacing to Noris software, Softip, passporting application, CRM, etc.)

|  |  |
| --- | --- |
| Response time | 4 Hours |
| Maximum resolution time | 1 BD |

### Standard

Platform defects complicate the use of the Platform to a certain extent or do not allow its full use, or a change in the external or internal environment requires a change in the original functionality of the Platform, which, however, cannot jeopardize the business or commercial activities of the Customer, nor does it jeopardize the operation of the business or business processes.

The requirements of this priority include in particular:

* Outage of non-critical Functionalities
* Outage of OLO TAXI planning mode
* Failure of non-critical integration interface (integration to MS Sharepoint, integration to fleet maintenance system, Information panels, etc.)

|  |  |
| --- | --- |
| Response time | NBD |
| Maximal resolution time | 5 BD |

The Provider undertakes to commence the Service Work, depending on the nature of the Requirement as defined in (a) (b) (c), within the response times according to the relevant table.

In the event of an emergency Request, the Customer shall have the right to escalate the request for resolution by calling the following Provider personnel, in the order listed below.

Escalation contacts:

<mobile number a>

<mobile number b>

In the event that the Provider is unable to resolve the Request for serious reasons, the Provider is obliged to provide a substitute solution within a specified time limit. The alternative solution must be accepted by the Customer. Acceptance of a substitute solution does not relieve the Provider of the obligation to resolve the Request within the agreed maximum resolution time. A replacement solution is a solution that reduces or eliminates the impact of a Platform malfunction for which a full solution is unavailable. It means achieving a temporary mode of Platform functionality, i.e. the unavailability or malfunctioning of critical Platform Functionalities necessary for its use is minimised or eliminated by using other technological and methodological procedures, technical means or by switching to a backup/replacement Platform.

The Provider guarantees to resolve the Request within the maximum specified resolution time. The Request shall be deemed to be resolved by the elimination of the defect identified and the one-off elimination of the consequences of the defect.

The maximum resolution time does not include the period during which the Customer is in delay in providing the reasonably requested assistance to the Provider in resolving the Request and the period during which the resolution of the Request has been suspended on the Customer's instruction.

In the course of the solution, the Provider is entitled to request from the Customer to ensure the conditions for solving the Request, to provide information or assistance in solving the Request.

The solution will be interrupted in the following cases:

1. The cause of the defect is localized in the Customer's infrastructure, the Customer is responsible for the solution.
2. The reason for the defect is localized in the HW and SW infrastructure operated by the Customer's own IT department (HW and SW server bases, client stations, network connectivity), the Customer is responsible for the solution.
3. The reason for the defect is localized in the infrastructure of the Mobile Internet Service Provider. In such a case, the Resolution Request is made to the Service Provider by the Customer or the Service Provider, depending on which of the parties is the Service Provider's contractual partner.
4. The Customer's assistance is requested regarding the solution, e.g. the completion of additional information.
5. In other cases where the interruption is agreed by the Customer on the basis of the Provider's Request.

## Types of Requests and their resolution

### Incident Management

An Incident is an event that is not part of the standard operation and functionality of the Platform causing interruption or reduction in the quality of work and availability of the Service, Modules or Functionality. Incident resolution is governed by the Provider's guaranteed response time and maximum resolution time.

The aim of Incident Management is to restore the standard operation of the Platform as quickly as possible and to minimize the consequences of the incident for the Customer.

Phases of Incident Management are the following:

1. Reporting the incident using the agreed communication tool or the Provider's proactive approach
2. Provider's response - informing the Customer that the Provider has accepted the Requests and is starting to resolve the incident
3. Proposing a temporary solution to minimize the damage caused to the Customer
4. Provider´s work on final solution
5. Verification of the solution by the Customer
6. Returning the incident for resolution
7. Resolution of the incident

### Problem Management

The problem is a long-standing recurring incident, the resolution of which requires a programming modification to the Platform. This type of Requirement is escalated by an authorized employee of the Customer due to a long-standing recurring defect. As part of the escalation, the responsible staff will assess the financial and non-financial impacts of the problem, apply sanctions where appropriate in accordance with the Agreement, including any annexes, and carry out project supervision as part of the resolution of the problem in order to ensure an adequate long-term solution.

### Change Services

Change request to modify the Platform, the purpose of which is to modify the Modules, Functionalities and ensure the development of the Platform. Change requests are reported by the Customer via the HelpDesk.

The Parties agree that Annex 3 to the Agreement will set the price that will form the framework for Individual Orders for Change Services, to ensure the development of the Platform for reasons such as the need to expand the portfolio of services, changes in legislation (in particular the Waste Act, etc.), the creation and modification of print reports and electronic forms according to the Customer's specification, the creation of reports, logs, statistics, the creation of reports in addition to those that will be created in the initial implementation phase, the creation and modification of software objects according to the Customer's specification.

Change Services do not apply to maintenance and periodic updates of the Platform, which are part of the operation of the Platform and the Operational Services and Support Services provided.

The resolution of a request for a Change Service ("**Change Request**") will follow the following process cycle:

1. **Analysis**
2. Consultation with the responsible employee of the Customer - definition of the Change Request.
3. Creation of the functional specification of the Change Request by the Provider.
4. Binding proposal of the scope of work, implementation schedule and costs in the form of a quotation from the Provider.
5. Acceptance of the proposal by the responsible employee of the Customer.
6. Issuance of the Individual Order by the responsible employee of the Customer.
7. **Implementation**
8. Creating solution design by the Provider
9. Programming on the solution itself
10. Integration of the solution
11. Deployment of the solution into the Platform Test Environment
12. Testing by a responsible employee
13. Acceptance of the solution by the responsible person
14. Deployment of the solution into the operating environment of the Platform – outside the working hours of the Customer
15. Acceptance of the solution by the responsible person of the Customer
16. Updating the Platform documentation to correspond with the implemented solution
17. Training of the Customer's staff in relation to the implemented solution

### Training and consultation during operation (outside the implementation phase of the Platform)

The aim of the training is to increase the know-how of the Customer. According to the Customer's request, the service can be supplemented with a final test evaluating the acquired knowledge. The request for training is made by the Customer via the HelpDesk. The training can be Online or OnSite (at the premises of the Customer).

The training requirement must include:

* A description of the subject matter of the required training
* A proposal for suitable dates and method of delivery of the training
* Number of participants
* Expected length and content

The provider shall prepare a quotation on the basis of the data provided. If the Customer agrees with the offer, he accepts the offer in writing by issuing an Individual Order.

Both the Customer and the Provider may cancel the provision of a particular Additional Service within the time period following the submission of a quotation or acceptance of an order.

The operating hours of the Additional Service "Consultation and Training" are during the Customer's main working hours.

The following conditions apply for the Additional Training Service:

* The maximum duration of the training is 5 (in words: *five*) consecutive business days
* The maximum number of participants from the Customer´s side is 10 (in words: *ten*) persons
* Issuance of a certificate of successful completion of the training for participants

If the Customer finds that the quality of the Additional Service does not correspond to the agreed conditions, the Customer inform the responsible representative of the Provider with a request for correction, at the same time submitting the corresponding documents. If the Customer's request is justified, these representatives of both Parties agree on the remedy within 5 (in words: five) days at the latest.

## Resolution of disputes (at all stages of service provision)

* 1. In the event that during the solution of a Change Request for a Change Service, the Customer discovers that the functionality of the subject of the Change Request is missing due to insufficient analysis performed by the Provider during the solution test, the cost of remedying the deficiencies shall be borne by the Provider.
	2. In the event that the Request is stuck between the states "Resolved - To be tested by the Customer" and "Rejected - To be resolved", the Request will be escalated to the Project Managers of both Parties defined in this document, according to the nature of the Request, and both Parties will enter into negotiations in order to resolve the situation.
	3. If the Customer concludes that the quality of the IT Solution Services pursuant to clause 3.1 of the Agreement does not comply with the Contractual Conditions, the Customer shall inform the Provider's responsible representative with a request for correction, at the same time submitting the related supporting documents. The Provider's responsible representative shall discuss this with the Customer's responsible representative. If the legitimacy of the Customer's request is confirmed, the representatives shall agree on the remedy of the detected condition and how to prevent recurrence of the fact within 5 (in words: five) business days at the latest, in order to ensure the quality of the provided IT Solution Service according to clause 3.1. of the Agreement.