

Operational cooperation rules (OC) of AGILITA AG for consulting contracts

1 Preamble

The customer intends or maintains cooperation with AGILITA. This document regulates the essential things of the operative cooperation and is an integral part of the order or contract.

2 General cooperation

2.1 Conduct

The parties have a common cooperation goal that they want to achieve and support each other to an appropriate extent and in a benevolent manner so that this goal is achieved.

2.2 Project organization, roles, and organs

The Steering Committee

The Steering Committee reviews the progress of the project, intervenes where appropriate, and sets priorities for emerging challenges. Furthermore, the steering committee decides on the change requests.

The steering committee includes the customer of the project, the internal project manager, and the AGILITA customer representative.

The Status Report

The project manager of AGILITA prepares a written status report for the steering committee based on the information of the sub-project managers (usually monthly).

2.3 Infrastructure

The work is partly carried out on the customer's premises. The consultants are provided with appropriately equipped premises for the execution of team and coordination work. This usually includes:

- Projector
- PC workstations with network, Internet, and SAP access
- Copier, telephone, SAP printer
- Flipchart and whiteboards
- Remote access for consultants to the SAP systems of the customer

The customer shall provide the system environment required for the work and shall ensure the general working conditions required beyond this.

2.4 Customer's obligation to cooperate

The cooperation of the customer is of fundamental importance. The details result from the organization of the cooperation (project team or functional units) specified in the order/contract, as well as according to the agreed schedule.

The customer undertakes to support the AGILITA's activities to the best of his ability and to fulfill his obligations to cooperate. In particular, he shall create in his company all the conditions necessary for the proper, efficient, and timely execution of the order/contract. In particular, the customer shall provide the AGILITA with access to the information necessary for his activities and make all necessary documents available in a timely manner.

The customer shall provide employees for the project who meets the requirements demanded by AGILITA. The customer shall be responsible for the qualifications and the availability of the employees concerned. The customer shall instruct his employees appropriately to offer the necessary cooperation and support so that the objectives of the cooperation are achieved.

Information requests from AGILITA are answered by the customer's employees as quickly as possible to avoid that the consultants must wait unnecessarily long for working bases for the subsequent project steps.

Collaboration requested by AGILITA and not provided by the customer in time or only to a reduced extent has a delay-suspending effect for all dates directly or indirectly affected by it. Possible additional costs resulting from this are reimbursed by the customer.

2.5 De-escalation procedure

In the event of differences of opinion, the contracting parties undertake in good faith to apply for an amicable settlement in accordance with the following escalation stages:

1. Project manager/contact person of AGILITA and project manager/contact person of the customer
2. The project steering committee or heads of department of AGILITA and customer
3. For each contracting party: one signatory of the relevant agreement and one neutral third party (without legal training)
4. For each contracting party: one signatory of the present agreement and one additional member of the management of the customer and of the contractor
5. For each contracting party: one signatory to the present agreement and the Chairman of the Board of Directors.

2.6 Duty to inform

If it becomes apparent to one of the contracting parties that the schedule or compliance with agreed milestones is at risk, it must inform the other contracting party of this in good time and in writing (e-mail is sufficient).

This applies to the entire cooperation, including the cooperation to be provided by the customer. If a decision taken by the customer in this context results in the fact that one of the requirements can no longer be fulfilled, the customer shall be informed of this by AGILITA, who shall present the consequences accordingly.

2.7 Compliance with customer's instructions

AGILITA obliges the employees working on the customer's premises and those of the third parties it calls in, to observe the operational conditions and instructions, the house and locking regulations set up by the customer, as well as the security regulations applicable to the customer's business.

2.8 Documents

The relevant work results are summarized in documents (protocols, concepts, lists, general documents, etc.) and saved as .pdf files. AGILITA sends these .pdf by e-mail or deposits them in the agreed collaboration platform (e.g. MS Teams). The work results shall then be deemed to have been delivered.

Documents shall be deemed to have been accepted if the customer does not raise objections in writing and with reasons within 10 days of delivery of the electronic version.

The accepted documents are part of the contract and ranked first.

3 Change request procedure

The parties assume that in the course of the project it may become necessary to make changes to the subject of the contract in the form of change requests.

Should the customer, during the course of the project, identify processes that have not yet been disclosed, AGILITA is obliged to check whether and under what conditions these new processes can also be mapped in the SAP S/4HANA Cloud solution. AGILITA has no further obligation beyond this.

Should it be possible to implement a change request, the customer shall describe it on a form provided for this purpose and hand it over to AGILITA's overall project manager. AGILITA shall inform the customer on the same form of the resulting cost and/or deadline consequences.

If the customer wishes the implementation to be carried out at these cost and schedule consequences, he will sign the Change Request Form with legal effect. The order shall be deemed to have been accepted upon countersignature by AGILITA.

If the verification of the change request requires extensive activities (= proof of concept), AGILITA can charge the amount necessary for the verification. AGILITA will inform the customer immediately and before any costs (other than those of clarification) are incurred, as soon as it is established that the response to the requested change requires more work.

Adjustment of schedules

If as a result of the negotiations between the customer and AGILITA regarding a change request, the provision of SAP S/4HANA Cloud Services agreed in the order is suspended in order to enable the clarification of the change requested by the customer or the change itself, the time schedules for the provision of the agreed SAP S/4HANA Cloud Services shall be deemed extended accordingly.

Service provision during adjustment procedures

As long as no agreement has been reached on the change request, SAP S/4HANA Cloud Services will be provided according to the existing order. The customer may request that SAP S/4HANA Cloud Services or the affected part(s) of these services be suspended or terminated.

In the event of suspension at the request of the customer, the schedules for the provision of the relevant SAP S/4HANA cloud services shall be deemed to be extended accordingly. Any additional expenses arising from the suspension will be charged to the customer.

4 Acceptance of the work

4.1 Test and acceptance criteria

The functional tests and the overall acceptance test shall be deemed to have been successfully completed if it is established on the basis of a corresponding protocol that the parts of the software solution to be tested or accepted have the agreed functional characteristics under the actual operating conditions of the customer and can be used productively in accordance with the contract for the agreed and required applications, functions and services.

AGILITA is responsible for handling OSS notes (OSS = Online Service System) in the event of errors in the SAP standard programs.

4.2 Reaction times for acceptances

Work results (documents, processes, lists, settings, etc.) handed over for acceptance must be checked and accepted by the customer in a very timely manner or rejected in detail in writing and justified in writing to AGILITA for rework. If no written feedback is received within 5 WD, the work results shall be deemed to have been accepted.

Following the productive launch of all functionalities, AGILITA shall report the entire system to the customer as ready for acceptance. The customer shall test and accept the system in detail during the period of 20 working days or reject the system in detail in writing to AGILITA for further modifications.

If the customer reports defects in the overall system, AGILITA has the right to rectify the defects and to carry out a new acceptance test in the manner described above. The acceptance test shall be deemed to have been successfully completed if no significant defects are detected. Insignificant defects shall not prevent the acceptance test.

If the customer makes operational use of the overall 30WD system after going live, it shall be deemed to have been accepted, subject to any defects reported in advance.

If no detailed written confirmation is received within 30 days after going live, the entire system shall be deemed accepted.

Wallisellen, March 2021

AGILITA AG
