Realization of Phase #2 of Intranet Renewal

Proposal No. 64911-2021-001

to

Fakultní Nemocnice Ostrava
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70852 OSTRAVA-PORUBA,
Czech Republic

from

Tieto Austria GmbH
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Contact person

If you have questions, please refer to:

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Notice:

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Contents

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1 Management summary

We at TietoEVRY are very pleased to provide our offer regarding Fakultní nemocnice Ostrava (FNO) intention to create modern information portal for employees. TietoEVRY understands FNO requirement and is able provide solution which will help FNO to strengthen employee satisfaction by streamlining communication channels for employees.

FNO will benefit from TietoEVRY experience in designing and developing portal solutions proven by various reference cases.

This proposal is created by consultants from TietoEVRY Customer Experience Management (CEM) unit which we believe has portfolio of competences uniquely covering FNO expectations for new Intranet solution.

The base of all TietoEVRY CEM deliveries is orientation on Customer eXperience (CX) principles which are applied in all areas of our CEM business – development of enterprise intranets/extranets, collaborative/productivity tools, web development based on Content Management Systems, mobile development and B2B/B2C eCommerce implementations.

We are fully committed to be part of your digitalization journey. We understand your needs for building internal platform for information sharing, collaboration and communication and with our wide experience with development of robust corporate portals we are ready to create a world-class solution for you - and support you with your next ambitious requirements and development.

Please find in proposal below the description of proposed Intranet Renewal / Phase #2 solution.

2 Vendor information

TietoEVRY is the largest IT services company in the Nordics providing full lifecycle IT services. We also provide global product development services for companies in the communications and embedded technologies arena. Through industry insight, technology vision and innovative thinking, TietoEVRY proactively strives to inspire and engage its customers in finding new ways of accelerating their business.

TietoEVRY Austria is providing this binding offer. TietoEvry Austria is TietoEVRY subsidiary with about 200 experts.

TietoEVRY Czech s.r.o. is TietoEVRY subsidiary located in Ostrava. TietoEVRY Czech is a delivery centrum for Tieto's business operations. TietoEVRY Czech has over 2500 experts.
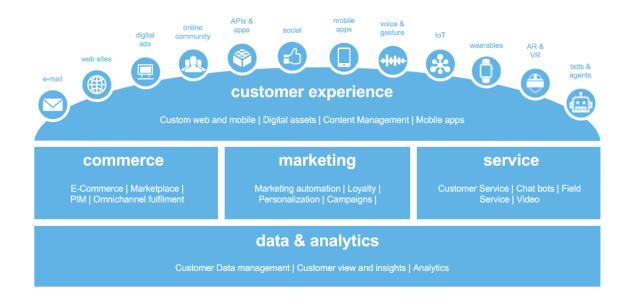
2.1 TietoEVRY Customer Experience (CX) unit

CX - strategic growth bet for TietoEVRY

TietoEVRY Customer Experience Management business unit (CX) is supporting enterprises on all aspects of their digital customer experience development. In everything we do, we believe that great customer experience is the biggest differentiator for our customers to win against global competition. Our hand-picked professionals in Nordics, Eastern Europe and India have years of experience in the most challenging CX programs of the Nordics. For our customer deliveries we can optimize and calibrate the operations between onsite and offsite efficiently depending on the customer's situation and needs.

Full spectrum of CEM domain areas

Over 300 professionals covering on the whole spectrum of CX:

- Digital commerce and e-Services

- Design, mobility, web/portal development

- Customer Service and Sales

- Data driven marketing and analytics

3 Solution

3.1 Scope

Scope of Intranet Renewal/Phase #2 proposal is analyses, design, and implementation of agreed design principles into existing installation of Microsoft SharePoint 2019 portal which was delivered by TietoEVRY within the project "Intranet Renewal/Phase #1".

3.2 Phases

Delivery of Intranet Renewal/Phase #2 is divided into four main phases:

A. Preparation and presentation of references of customized SharePoint solutions

- deliverables: one or two online meetings with for FNO where TietoEVRY presents selected reference SharePoint cases with an accent on frontend customizations

B. Analyses of inputs provided by FNO (aka branding manual, workshops with marketing teams, …) for Intranet user interface (UI) design, definition of basic Intranet portal sites structure

We recommend organizing workshop (duration ~1 day) with FNO representatives from marketing, IT unit and business for this stage

- deliverables: document "migration guide" describing the structure and UI design of new Intranet portal

C. Review of document delivered as an output of previous phase, incorporation of comments from FNO

- deliverables: updated document "migration guide" describing the structure and UI design of new Intranet portal

D. Implementation – creating the structure and implementation of UI changes according to output of previous phase

- deliverables: empty Intranet portal with structure and user interface corresponding with FNO design requirements

3.3 Limitations

This proposal excludes works related to potential functional requirements (business logic development, integrations, development of new functionalities etc.) and excludes works related to content. We are ready to support FNO by providing next proposals focused on analyses, definition and implementation of these requirements.

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3.4 Implementation approach including schedule

Solution is going to be implemented as a project.

Expected project duration is 2 calendar months.

The project services will be provided by consultants from TietoEVRY Czech remotely.

3.5 Project members

TietoEVRY Czech is nominating this group of specialists experienced with deliveries of robust corporate portal solutions:

Role	Name
Solution Consultant	Roman Šimeček
Senior SW Architect	Marián Bielik
Senior UI/UX Developer	Radim Kazlepka
Project Manager	Ondřej Marek

TietoEVRY reserves the right to change final allocation model before project start.

3.6 Customer cooperation

Proposed solution and prices are based on following assumptions:

- FNO provides all needed hardware and environments

- FNO provides all needed licenses

- FNO provides remote access to the needed servers

- FNO selects and reserves relevant group of users and specialists for tasks related to particular Solution/Phases (aka marketing specialists, IT managers, unit/business managers etc.)

4 Acceptance

Solution is delivered when scope described in document "migration guide" is implemented on production.

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5 Prices

5.1 Fixed price compensation

The performances specified in the Section "Solution" are offered at a fixed price of

EURO   **14.960,-- €**

Price decomposition per phase (as described in chapter "Solution / Phases"):

Phase A – references: 880 EUR

Phase B – analyses: 4.400 EUR

Phase C – review: 880 EUR

Phase D – implementation: 8.800 EUR

This price is covering 20 days of work for Phase D - in case that outputs of Phases B/C indicate that more effort than 20 working days for implementation is needed, then these extra works are subject of supplemental price negotiation

All the aforesaid prices shall be subject to statutory value-added tax at the rate in force on the invoice date.

The aforesaid prices are inclusive travel expenses and operating costs

Project price will be invoiced based on the defined phases after completion of each phase there will be released an invoice to the customer.

5.2 Rate card

Hourly rates for additional Change Requests and new features out of the scope of this project (valid for 2021 only):

Solution consultant	EUR	60 EUR	/hour
Senior SW Architect	EUR	60 EUR	/hour
Senior UI/UX Developer	EUR	50 EUR	/hour
Project manager	EUR	45 EUR	/hour

5.3 Pricing and payment Terms

All prices are quoted in Euros or in Contractor's local currency. If prices are quoted in any currency other than Euros, they are tied to the exchange rate changes in the quoted currency against the Euro as published by the European Central Bank. In case of a change in the rate (other currency/Euro) exceeding two per cent (2 %) calculated between the date of offer and the date of the respective invoice, the Contractor shall be entitled, however, not obliged, to amend the prices accordingly.

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Payments are due within fourteen (14) days net of the date of the invoice. Any remarks shall be made in writing within seven (7) days of the date of the invoice. The overdue interest is one percent (1%) of the sum overdue per month. If the Customer fails to make payment when it falls due, the Contractor shall be entitled to postpone the delivery by giving the Customer written notice thereof. If the failure persists for more than a reasonable period of time, the Contractor shall be entitled to terminate this Agreement with immediate effect.

The Contractor shall be entitled to revise the prices once per calendar year. Any price changes shall come into force three (3) months from the Customer's receipt of the Contractor's written notice. If the Customer does not accept the proposed price changes, the Customer has the right to terminate the relevant part of the agreement latest within thirty (30) days of the date of notice of the price change. Termination shall be effective from the date the price change comes into force.

In addition, the Contractor shall always be entitled to revise the prices when and to the extent the change results from changes in laws, regulations or decisions of the relevant authorities or price changes in materials or services of the Contractors subcontractors. The Contractor shall without undue delay notify the Customer of such price changes but any such change shall not entitle the Customer to terminate any provision of this Agreement.

6 Other Provisions

6.1 Limitation of liability

The Contractor's liability for damages shall be limited to direct damages suffered by the Customer due to Contractor's proven breach of the Agreement. The Contractor's total aggregate liability under this Agreement shall, including all liquidated damages, service credits, price reductions or similar fixed compensation payable for the incident, if any, not exceed an amount corresponding to fifteen per cent (15%) of the price paid for the delivery or, in case of continuous services, (also in aggregate under the Agreement) to fifteen per cent (15%) of the service fees paid by the Customer for six (6) month period immediately preceding the claim.

Where the Parties have agreed on liquidated damages, service credits, price reductions or similar compensation in respect of a breach of Contractor's undertakings hereunder, the Contractor shall not be liable to the Customer for any other or additional indemnification in respect of the same breach of undertaking.

In no event shall either Party be liable for any indirect, incidental or consequential damages or expenses including but not limited to loss of profits, business and savings, loss of or damage to any of the other Party's data or data files, damage relating to the procurement of substitute products or services ("cost of cover") or damage suffered by a Party's customer or business partner due to any cause, even if the Party has been advised of the possibility of such damages.

No limitation of liability shall apply to:

- damage caused by willful misconduct or gross negligence;

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- injury or damage to natural persons;

- liability for breaches under Section 5.5 ("Confidentiality"); or

- liability under Section 8.4 ("Intellectual property rights indemnity").

In no event shall the Contractor be liable for third party products or services.

For the avoidance of doubt, nothing herein shall be deemed to limit the Customer's liability for any transfer, copying, or use of software or other proprietary material in contravention of applicable laws or the terms of the Agreement.

This section stipulates the Contractor's sole and exclusive liability and the Customer's sole and exclusive remedies under or related to this Agreement and no other liability or remedy shall be available, including under any statute or principle of law.

6.2 Warranty

For the software and other services rendered within the this proposal/Contract, except for pure consulting- support- and assistance services Contractor is liable as follows:

The Customer will notify Contractor without undue delay of any defects after first occurrence of a defect with a detailed description of defect. Customer is responsible for Examination and Notice of Non-Conformity in the sense of, respectively analogue § 377 UGB.

Defects identified by the Customer shall be documented in the form of complaints and shall be notified to the Contractor in writing.

The Contractor will review any notice of defect and, if such defects occur under warranty, will eliminate the defect in an appropriate timeframe.

The burden of prove of the existence of a defect is in the responsibility of the Customer, thus the Customer has to prove the existence of a defect at the time of delivery.

In the following cases, Customer will not have any claims based on defects: improper use, normal wear, failure of components of the system environment that cannot be reproduced or otherwise proved by Customer, damage caused by special external factors that are not a contractual precondition. This will also apply in the case of subsequent modifications or repairs by Customer or third parties, unless these do not complicate the analysis and elimination of the defect.

The timeframe for the elimination of a defect will in each case be agreed with Customer. The subsequent performance can also consist in identifying a workaround, unless this substantially prejudices the agreed functionality.

If a subsequent improvement should ultimately fail, Customer will – in case of material defects – have the right to rescind the Contract, in so far as Customer cannot use services and deliverables due to the defect. Any right of Customer to eliminate defects on his own or through third parties and claim compensation therefore is excluded.

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If expenses are incurred as a result of defect complaints which are not based on the work performed by the Contractor or which occur due to the fact that deliveries or services of the Contractor were changed without its consent, the Customer shall compensate the Contractor for the costs incurred in examining the defect complaint.

A warranty period of six (6) calendar months is agreed for the software and other service results to be developed as part of the present offer/Contract and commences with acceptance.

Warranty regulations of any kind exceeding this Chapter 8.2 will be excluded.

6.3 Rights to the subject matter of the Contract

The Customer shall receive a non-exclusive right to use the deliveries and services performed by the Contractor within the scope of the present Contract. With the exception of the standard software, it shall, however, be entitled to use the deliveries and services without restriction within the company after this has been duly compensated.

The above shall apply if deliveries and services by the Contractor are not for the Contractor itself but for third parties.

Customer undertakes to take appropriate technical and organizational measures to ensure the contractually intended use of the software and other work results.

Customer will be entitled to make one copy of the software for backup purposes. Any duplication of the software serving for proper data backup is part of the contractually intended use.

If Customer is entitled to transfer rights of use to a third party and exercises such right, Customer must impose his contractual obligations on such third party. Upon transfer Customer's rights of use will cease to exist. Any existing copies of the software must be deleted or returned to Contractor. However, Customer is entitled to keep one copy for test and archiving purposes if this has been contractually agreed.

Customer will affix copyright notices on any copies.

If Customer is granted rights of use exclusively for a system environment defined in the Contract, any use in another system environment will be subject to Contractor's approval. If a system environment defined in the Contract is not operational, use in another suitable system environment will be admissible temporarily until the problem has been resolved.

Customer undertakes not to convert to another code form, disassemble, decompile or in any other way re-engineer the software, unless this is admissible under copyright regulations. If such measures are indispensable for the cooperation of the systems in order to ensure the intended use of the Software, Customer will inform Contractor in advance about the intended measures.

The software must not be made available in a publicly accessible network and duplicated, unless this has been expressly agreed and as a precondition, the network will

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be checked by Customer at regular intervals and only expressly authorized customers of Customer will have the right of access.

The License Terms and Conditions of the respective manufacturer shall apply exclusively for standard software and hardware products.

6.4 Intellectual Property Rights indemnity

The Contractor shall defend or settle any claim made against the Customer that the services or other deliverables produced solely by the Contractor infringe third party's intellectual property rights in force in the country of delivery at the time of the delivery, provided that the Customer:

- promptly notifies the Contractor in writing of such claim;

- grants the Contractor the sole conduct of the defense of any such claim; and

- acts in accordance with the reasonable instructions of the Contractor and gives the Contractor such assistance and authorizations as it shall reasonably require to defend or settle such claim.

The Contractor shall pay any costs and damages finally awarded against the Customer by a competent court or in an out-of-court settlement.

The Contractor shall not, however, be liable to Customer if the claim:

- is caused by use of the services or deliverable in a non-authorized manner,

- is asserted by the Customer's subsidiary or parent or affiliated company,

- results from an alteration of the material included in the delivery or from compliance with the Customer's instructions or information or use of Customer materials,

- results from the use of the deliverables in combination with any material or service not included in the original delivery,

- could have been avoided by the use of a subsequently released version of the software; or

- derives from any third party material or service.

When a claim alleging intellectual property infringement is made or appears likely to be made, the Contractor may, in its sole discretion, modify the infringing part of the deliverables, procure the necessary licenses or provide a replacement. If the Contractor determines that none of these alternatives is viable, the Contractor shall refund the paid purchase price upon the return of the infringing material, less a reasonable deduction for the commercial benefit already enjoyed by the Customer. If the infringement relates to a service and cannot be remedied in a reasonable fashion, either Party is entitled to terminate the relevant parts of this Agreement forthwith.

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In the event the Customer is entitled under this Agreement to use the services or other deliverables or part thereof for reselling or for provisioning of services to third parties, the Customer shall have sole liability for any such activities towards its customers and business partners, and shall indemnify and hold the Contractor harmless from any claims, actions and damages resulting from such activities of the Customer.

This section stipulates the Contractor's sole and exclusive liability for any infringement of third party intellectual property rights.

6.5 Force Majeure

Neither Party shall be held liable for any failure of or delay in performance of its obligations if performance is prevented or delayed by causes beyond such Party's control, which the Party could not have foreseen at the time of conclusion of the agreement and the consequences of which such Party could not have reasonably avoided or overcome. Such causes shall include disturbances in public transportation, data communication or lack of energy resources or their delivery; war, riot, terrorist attack or acts or orders of any competent civil or military authority; strike and blockade; fire, flood or natural disaster and other similar causes; and defects or delays in performance by subcontractor if caused by a Force Majeure event.

The Party whose performance is so prevented shall promptly inform the other Party of the Force Majeure event and such Party shall use all reasonable efforts to mitigate damages to the extent possible. If a Force Majeure event prevents the performance of the Agreement for more than ninety (90) days, either Party has the right to terminate the Agreement by written notice to the other Party.

6.6 Miscellaneous

Verbal ancillary agreements are invalid. All and any offer or contact amendments must be made in writing in order to be valid. This shall also apply for the written form requirement itself.

The Contractor is entitled to use subcontractors, and shall be responsible for its subcontractor's work as for its own.

The Customer may only assign rights and obligations in connection with the present Contract to third parties with the prior written consent of the Contractor.

The Customer shall not be entitled to enforce retention or offsetting right against due claims of the Contractor unless the claims have been established by declaratory judgement or are undisputed.

If a provision of the present Contract is legally invalid, the Contract shall remain in full force and effect in its other parts. The Customer and the Contractor hereby undertake to immediately replace the legally invalid provision by a legally valid provision which comes as close as possible to the original economic intentions of the parties.

If the Customer is authorized to use the delivery or a part of it for reselling or providing services to third parties, the Customer shall indemnify and hold the Supplier harmless from possible claims.

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The Customer who exports a product, service or technical data from the country of delivery or uses a data communication connection to the Supplier's computer, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations.

6.7 Governing law and dispute resolution

This Agreement shall be governed by the laws of the Republic of Austria regardless of its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not be applied.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one (1) arbitrator appointed in accordance with the said Rules The place of arbitration shall be Vienna. The language of arbitration shall be German.

Notwithstanding the above, the Contractor is always entitled to initiate any action to:

- collect any unpaid receivable under the agreement, or

- seek an injunction, specific performance and/or other similar relief for a threatened or actual breach of this Agreement also in a competent court of law.

7 Commitment Period

The Contractor shall be committed to the present offer until 28.02.2021

Within this period the order can be placed by countersigning this document or placing a purchase order with reference to this proposal.

8 Signatures

_____, the _____

Fakultni nemocnice Ostrava

_____   _____
<NAME>   <NAME>
<Titel>   <Titel>

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_____, the _____

Tieto Austria GmbH

_____　　　　　_____
NAME　　　　　　　　　　　　　　NAME
\<Titel\>　　　　　　　　　　　　　　\<Titel\>