



Contract PI05575 no. 2022/09616

Hotline services for MPS Prague

Česká pošta





Proposal for

Česká pošta, s.p.

Politických vězňů 909/4,

225 99 Praha 1

Czech Republic

- hereinafter referred to as Česká pošta or Customer

Issued by

Körber Supply Chain Logistics GmbH

Lilienthalstr. 16/18,

78467 Constance,

Germany

- hereinafter referred to as Körber or Contractor

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Körber Supply Chain Logistics GmbH; Chairman of the Supervisory Board: Dirk Hejnal; Management Board: Thomas Amend, Torsten Ahlers; Registered office: Lilienthalstr. 16/18, 78467 Constance, Germany; Court of registration: Amtsgericht Freiburg im Breisgau, HRB 711189; WEEE-Reg-Nr. DE74742921



Contact person for queries

Niccolo Böttcher

Körber Supply Chain Logistics GmbH

Lilienthalstraße 16/18
78467 Constance, Germany

Customer Services

[REDACTED]
[REDACTED]

Lutz Reichelt

Körber Supply Chain Logistics GmbH

Lilienthalstraße 16/18
78467 Constance, Germany

Customer Services

[REDACTED]
[REDACTED]

Revision history

Version	Date	Remark / Change	Author
V 1.0	13.09.2022	First version	N. Böttcher



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1 Subject of the agreement

Under the present agreement, Körber shall provide services for the following equipment :

One (1) Multi Product Sorter (MPS) at the sorting center in Prague, Czech Republic as part of Siemens original delivery

The products, systems and equipment for which the services are provided are listed in section 2, 'Technical Specifications'.

The agreed upon services provided by Körber are listed in section 3, 'Scope of the Services'.

The details of 'Commercial and Contractual Conditions' are provided in section 4.



2 Technical specification

Following table shows the products, systems and equipment for which the services are provided.

Table 1: Products, systems and equipment

Pos.	Product, system and equipment specification	On-call services	Extended services
01	Multi Product Sorter (MPS)	Yes	No

The services mentioned in this document apply only for systems delivered by the Customer in the original project state or modified components by Körber.



2.1 Escalation procedure

If incidents occur the escalation procedure visualized in Figure 1 will be applied:

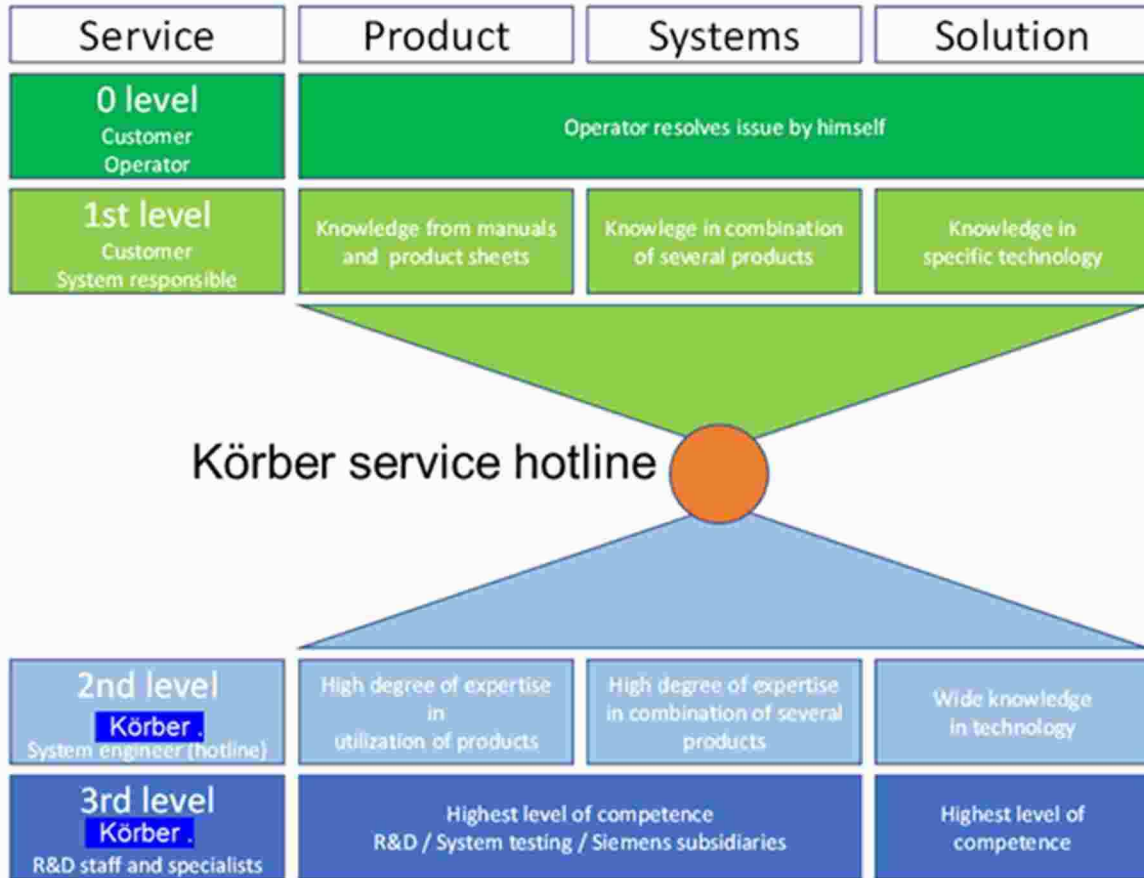


Figure 1: Model for escalation procedure

The level 0 is covered by Customer's operation personal. Simple stoppages of the system and issues such as jam clearing will be performed by this personal.

The 1st level of support is undertaken by Customers' on-site technicians with a good technical background and knowledge about of the installed infrastructure. It is essential that this support is provided by technicians who have the necessary domain knowhow to convey in hand and understand the indications that are given to him by the 2nd and 3rd level support, able to understand and speak English language is a further pre-condition. This 1st level support is not within in our scope of supply.

The 2nd level of support is included within the scope of supply and will be provided in a remote manner by the Suppliers Service Hotline. These service specialists will have the task of attending calls, acquiring all the necessary information pertaining the issue in hand and undertake the possible actions to overcome the problem. Should this not be successful, they will engage the assistance of the 3rd level support.

The 3rd level of support is also included within the scope of supply and will be provided in a remote manner, mostly by an development engineer with expert knowledge of the specific domain.



If call-out services (Field Support) are necessary and requested personal from the 2nd level support will travel on-site to support the Customer to rectify the problem area. In this case the given on-site arrival times are valid.

The following example describes the process:

In the first instance Customer's on-site technician tries to solve any issues by itself, using the knowledge gained by training from Körber, system manuals or its expertise and experiences.

If this approach isn't successful Körber service hotline is involved and a Körber system specialist will support the Customer's issues using his deep knowledge to solve them. If necessary, the system specialist will involve the respective specialists from the 3rd level support. In any case there will be a direct communication between the 2nd or 3rd level Support and the local technicians on site necessary. If a remote problem fixing after this escalation is not possible, the 2nd level service specialist will travel on-site.

If the participation in conference calls is required by the Customer, the procedure needs to be mutual aligned.

2.2 Rules for telephone support and remote support

- The telephone support can only be initiated by a detailed error report from the Customer's personnel to the Contractor's representative, including a description of the actions taken so far.
- Upon receipt and acknowledgement of such a detailed report, the Contractor's personnel will take over the supervision of the current task.
- The Customer's personnel shall carry out the measures itemized by the Contractor's personnel in the specified manner and order.
- The Customer's personnel shall avoid any uncoordinated actions during the telephone support unless these measures have been approved by the Contractor's specialists.
- Telephone and remote service are always terminated by a confirmation from the Customer that the error has been eliminated or that no further telephone support by the Control Center is required.
- The communication language for all telephone and on-site support actions shall be in German or English.
- All information received from the Customer will be used only for the purpose of providing the Services as set out in this proposal and not for any other purpose.



3 Scope of services

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3.2 Exclusions

- This agreement does not cover the activities necessary for extension, updating and upgrading the operating system (e.g. WINDOWS) or the database system.
- Extensions, updates or upgrades of the application software are similarly out of scope of this agreement and will be quoted separately. However, Contractor is responsible to inform the Customer when such extensions or upgrades are necessary.
- The services of Contractor do not apply to the software/products of third parties or changes made to the Contractor's software/products by the Customer or third parties.
- The services of Contractor do not apply to the peripheral equipment.
- This agreement does not cover hardware maintenance or replacement.
- This agreement does not cover hardware upgrades and substitute development for obsolete spare parts and equipment.
- This agreement does only cover hotline issues as described in chapter 2, the MPS system. Any calls arising from other issues are not be covered by this agreement.

3.3 Customer obligations

The Customer will take care of the following issues:

- WAN available for remote access (e.g.: VPN)
- Support agreement with the data base suppliers if necessary which is usable by Contractor free of charge (e.g. ORACLE), as well as the provision of licenses for the equipment
- Changes of software and -adjustments as well as upgrades for the application and data base are in responsibility of the Customer. All changes shall be communicated to the Contractor in advance.
- Contact persons from the on-site maintenance staff at the equipment location
- Qualified On-site Customer's maintenance staff. On-site Personnel shall have general software and hardware knowledge, additionally at least one hardware/network specialist and one data base specialist.
- Provision of production material to enable a restart of the system. Provide necessary spare parts, replacements and tools needed for repairs according to the telephone support
- Shall grant access to the equipment and required time for validation/testing
- Immediate Feedback of the Customer when a problem has been solved



4 Commercial and contractual conditions

4.1 Prices and payment conditions

For the services stated in the section 3, 'Scope of Services' the following prices apply:

Table 2: Price table

* The Emergency Services from central helpdesk will be performed by technician/ engineers with PLC (controls) qualification level. The travel time will charged at same rates as working time.

Options can only be ordered in addition to the hotline support services.



Payment terms

Hotline Support Service (Table 2, Pos.1-3) will be invoiced yearly in advance. The Supplier is obliged to issue a tax document on the first day of commencement of the provision of services in the relevant year and send it to the Customer no later than 15 calendar days from the date of issue.

Additional support hours for Hotline Support Services will be invoiced yearly at the end of a contractual year after the services have been provided.

Other services such as Field Support or defined options will be invoiced after delivery of the respective service. The Supplier is obliged to send the tax document to the Customer within 15 calendar days from the date of issue.

All tax documents issued on the basis of this Agreement shall comply with the requirements of a tax document according to the applicable legislation and this Agreement.

The tax will not be added to the price by the Supplier, the performance provided under this Contract will be invoiced on the basis of the applicable legislation without the tax, the tax will be paid by the Customer.

Invoices shall be paid within 30 days after the invoice is issued.

All prices and payments relating to services to be performed by Contractor as set out in the Contract are exclusive of any taxes, customs and import duties, levies, and charges of any kind whatsoever applicable in Czech Republic. Any such taxes, customs and import duties, levies, and charges that may be imposed on or paid by the Contractor shall be borne by Customer. Any sums to be paid to the Contractor under the Contract shall be net of any taxes, duties, levies imposed in Czech Republic that might be levied or withheld on payments made by Customer to Contractor. Should any such taxes be levied or withheld by Customer on payments due to Contractor, then Customer shall gross up the net payments to the Contractor by such an amount necessary to ensure that the Contractor receives a net amount equal to the full amount it would have received had such taxes not been withheld. In any case, Customer is obligated to provide Contractor promptly with the official tax receipt, which confirms the tax payment on behalf of Contractor.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Tax receipts will be sent:

a) electronically, if the electronic method of transmission is expressly agreed by the Customer on the basis of the Supplier's request sent to the technological mailbox: [REDACTED] or

b) by registered letter to: Česká pošta, s.p., scanning centre, Poštovní 1368/20, Ostrava 1, 701 06.



4.2 Contract term

Effective Date of the Agreement

This agreement shall become effective on

01.01.2023

provided it is signed until **16.12.2022**. Otherwise this offer is subject to our written confirmation or, if required, subject to change.

Term of the Agreement & Price Alignment

The contract is concluded for a period of at maximum three (3) years and shall not be automatically be extended. Both contracting parties have the right to terminate the contract three (3) months prior to the end of an individual contractual year.

The prices for Pos. 1-3 are fix for the contract duration, the prices for Pos. 4-6 shall be escalated at the beginning of the second and third contractual year by 3% each.

4.3 Contractual documents

Hereinafter called contract documents are valid in following ranking order:

- This service contract
- Annex 1: General Terms and Conditions for Services of Körber Supply Chain Logistics GmbH (Version 07/2022)



5 Other conditions

The Contractor needs a separate order, in writing, for all the additional services to the ones stated in Section **Fehler! Verweisquelle konnte nicht gefunden werden.**, 'Scope of Services'.

Deviations or complementing conditions as well as changes to this contract are only valid in writing and if agreed by both parties. Even in the event of individual clauses of the contract becoming invalid, its remaining parts shall continue to be binding.

Should any clause be invalid wholly or in part, the contracting parties will endeavor without delay to attain the economic result aimed at by the invalid clause in another legally admissible manner.

Data Protection

Both parties shall comply with the applicable statutory regulations governing the protection of personal data. Provider shall instruct its employees by a separate written undertaking not to collect, process or use personal data without due authorization. The customer has the obligation to verify that all legal requirements (e.g. by asking for consents) are met in a manner that provider may carry out his contractual obligations without violating applicable laws.

Should the required services include the processing of data, a data processing agreement shall be concluded.

Covid-19 clause

Please note, that if the performance of the Contractor is impacted due to the Coronavirus pandemic, the Contractor shall not be liable for delays or any other impact. In such case, the Contractor shall be entitled to extension of time and reimbursement of additional costs, if any.

If the performance of the Contract is prevented due to Coronavirus pandemic and such effect continues for a period of consecutive 180 days either party to the Contract may give to the other a notice of termination, which shall take effect 30 days after the date of that notice. If, at the end of that 30 day period, the effect of the notified event continues, the Contract is terminated with regard to the part not yet delivered or performed and the Contractor shall be entitled to the Contract Price less any savings and any additional cost and expenses incurred by the Contractor due to such termination.

Assignment

Körber shall be entitled to assign the whole contract or a part of it (i) to an affiliated company ("Affiliate"), i.e. any company, corporation or other legal entity ("Company") which directly or indirectly is controlled by Körber, controls Körber or is controlled by a Company which directly or indirectly controls Körber or (ii) to any third party, in cases of restructuring and sales of operations of Körber, and where Körber may be required to conduct a contract split to avoid adverse tax implications. Körber shall further be entitled to assign the contract or a part of it without any constraints stipulated above, if the duration of the obligations arising under this contract exceeds 18 months.



EXPORT CONTROL

- 1) Buyer acknowledges that the supply of the Goods or Services may be subject to domestic and/or foreign statutory provisions and regulations regarding export control or economic sanctions. The Parties acknowledge that such provisions and regulations may change from time to time and are applicable according to the wording valid at the relevant time. Buyer and Supplier will adhere to all such provisions and regulations and cooperate with the competent authorities accordingly. The Parties shall not take any action which would be in breach of export control statutory provisions or regulations, including economic sanctions.
- 2) If applicable, the Goods may not be sold, supplied, leased or otherwise transferred nor may the Services be performed nor may the Goods or Services be used for a purpose other than that agreed upon without a necessary export or re-export permit from the competent authorities. Supplier shall use his best efforts to receive the required export permits and shall, upon receipt, furnish Buyer with a copy of the export permits for his information. Supplier has the right to withdraw from the Contract, without incurring any liability for either party, if the required export permits cannot be obtained or cannot be obtained within reasonable time or, if once granted, are thereafter revoked or modified by the competent authorities.
- 3) Supplier has the right at any time to withdraw from the contract, without incurring any liability for either party, if
 - a) Buyer, despite request, does not provide either any or sufficient enough information about the final destination and the end use of the Goods;
 - b) Supplier obtains knowledge of an unintended end use or knowledge of any previously unknown person involved in the business and therefore cannot perform the contract, including any after sales services due to any export control regulations;
 - c) the Goods or Services are intended for military end use, civil nuclear use or for use in connection with weapons of mass destruction or for missiles capable of delivering such weapons; substantive evidence shall be sufficient to prove this intent; or
 - d) a possibly illegal or unlicensed export or an infringement of applicable embargo rules cannot be fully ruled out or a fundamental change in the appraisal of the commercial risks attached to the business becomes apparent, this could include, amongst others, any listing of Buyer, its affiliates, owners or other persons involved on his part in the business on either the consolidated EU or US screening list.

FORCE MAJEURE

- 1) "Force Majeure" means events which cannot reasonably be foreseen, avoided or surmounted by the affected Party, including without limitation the following events:
 - a) war (whether declared or not), armed conflict or the serious threat of same;
 - b) hostilities, invasion, act of a foreign enemy or extensive military mobilization;
 - c) civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
 - d) act of terrorism, sabotage or piracy;
 - e) act of authority whether lawful or unlawful, curfew restriction, expropriation, compulsory acquisition, seizure of works, insurrection, requisition, nationalization,
 - f) sanction, blockade, embargo, prohibition on exportation or importation of material or equipment or service, travel warnings of the competent authorities;
 - g) act of God, plague, epidemic, natural disaster;
 - h) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;



- i) general labor disturbance such as but not limited to boycott, strike and lock-out; and
 - j) any faults and delays among sub-suppliers for one of these reasons.
- 2) Either Party shall be entitled to suspend or refuse performance of its obligations under the contract including any warranty obligations to the extent that such performance is impeded or made unreasonably onerous by any events of Force Majeure.
 - 3) The Party claiming to be affected by Force Majeure shall notify the other Party as soon as reasonably practicable after the occurrence of Force Majeure event and after the cessation of such circumstance.
 - 4) If delay in delivery is caused by Force Majeure, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case, including time required for demobilization and remobilization.
 - 5) Either Party shall be entitled to terminate the contract by notice in writing to the other Party if performance of the contract is suspended under this article for more than six months.



6 Contacts

The parties have appointed the contact persons who shall be in charge regarding all the contractual aspects of this agreement.

Table 3: List of contacts

	Name	Phone	e-mail
Customer			
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
Contractor			
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████

Any change made to the persons or contact information shall be immediately notified to the other party.

The **On-Call Services** are available via the following phone number

██████████

The **On-Call Services** are available via the following e-mail address

██

Further contact data will be specified after contract award.



7 Signatures

By the signing of this document from both contracting parties, a binding agreement is made effective.

For the Customer

Praha

Ing. Tomáš Kubina
Regional Logistic Manager
Česká pošta, s.p.

Ing. Oldřich Vytiska
Director of Logistic Division
Česká pošta, s.p.

For the Contractor

Constance

Körber Supply Chain Logistics GmbH

i.V.

Niccolo Böttcher
Bid Manager
Customer Service

i. V.

Magdalena Wittmann
Business Administration
Customer Service



8 Annexes

8.1 Annex 1: General Terms and Conditions for Services of Körber Supply Chain Logistics GmbH (Version 04/2022)

Please refer to separate document.



Abbreviations and Definitions

Table 4: Abbreviations

Abbreviation	Description
MIS	Management Information System
PLC	Programmable Logic Control
WAN	Wide Area Network
cRSP	Common Remote Service Platform



Table 5: Definitions

Definition	Description
Call-out Time	The time an on-site intervention has been ordered in writing or by email.
Corrective Maintenance	All actions performed as a result of a failure to restore an item to a specified condition (with exclusion of improvements).
Extended Services	Combination of services – one-time or by rotation – provided outside the standard scope of On-Call Services.
Improvement	Combination of all technical, administrative and managerial actions, intended to ameliorate the dependability of an item, without changing its required function.
Inspection	Check for conformity by measuring, observing, testing or gauging the relevant characteristics of an item / a system.
On-Call Services	Combination of Hotline-, Remote- and Field Support. Availability for the Customer (Operator) to access qualified Körber's personnel during the contractual agreed service time and required support in accordance with the response time and the on-site arrival time.
On-Site Arrival Time	The contractual agreed time interval (beginning after expiry of the reaction time) during which a Körber's service specialist shall be sent and shall arrive to the item location.
On-Site Intervention (corrective maintenance)	Corrective maintenance carried out at the location where the item is used
Preventive Maintenance	Maintenance carried out at predetermined intervals or according to prescribed criteria and intended to reduce the probability of failure or the degradation of the functioning of an item.
Remote Support	Actions taken for fault recognition, fault localization and cause identification without physical access of the service personnel to the item.
Remote Access Time	The contractual agreed time interval (beginning after expiry of the response time) during which a Körber's service specialist shall build up the remote access to the item location.
Response Time	The contractual agreed time interval (beginning with the receipt of a fault call) during which the Körber's service personnel shall contact the Customer (Operator).
Service Time	The contractual agreed time interval during which the on-call service is active and can be used by the Körber (Operator).