

Services Contract IDA-CIP Solution – Annex 2

Confidential

**Services Contract IDA-CIP Solution**

**Annex 2 – Specific Terms Development Works**

**TABLE OF CONTENTS**

<b>1. INTRODUCTION.....</b>	<b>3</b>
<b>2. ANALYSIS AND DESIGN OF THE IDA CIP TOOL.....</b>	<b>3</b>
<b>3. DEVELOPMENT OF THE IDA CIP TOOL BY PROVIDER .....</b>	<b>3</b>
3.1. Development of the IDA CIP Tool.....	3
3.2. Documentation .....	3
3.3. Test Execution .....	4
3.4. Change Requests related to Development Works.....	4
3.5. Delivery .....	5
3.6. Late Delivery .....	5
3.7. Monitoring and Reporting.....	6
3.8. Delivery of Developments .....	6
3.9. User acceptance testing and Acceptance of the IDA CIP Tool and IDA CIP Solution .....	6
<b>4. REMUNERATION.....</b>	<b>9</b>
4.1. General.....	9
4.2. Specific payment scheme .....	9
<b>5. WARRANTY .....</b>	<b>9</b>
<b>6. START OF THE DEVELOPMENT WORKS.....</b>	<b>10</b>

## 1. Introduction

The terms used in this Annex shall have the meaning attributed to them in **Annex 11 (Definition List)** of the Contract, unless provided expressly otherwise in this Annex.

This Annex contains the specific terms and conditions in respect of the development works to be provided by Provider consisting of:

- i. Analysis and design of the IDA CIP Tool;
  - ii. Development of the IDA CIP Tool;
- collectively referred to as the “**Development Works**”.

## 2. Analysis and design of the IDA CIP Tool

Provider shall design the IDA CIP Tool taking into account the specifications set forth in the LOI and the additional functionalities agreed with the Clients after signature of the LOI as attached as **Annex 12 (Additional Functionalities)**.

Parties shall closely cooperate in the context of design activities, amongst others via the CIPDG referred to in **Annex 10 (Communication tools and governance organisation)**. Provider shall appoint a Functional Manager who shall perform the tasks mentioned in **Annex 10 (Communications tools and governance organisation)**.

Parties acknowledge and agree that at the Effective Date, Provider has finalised the analysis and design of the IDA CIP Tool and that the description of this design, as accepted by the Parties, is set forth **Annex 1 (Technical Descriptions)** (hereafter also referred to as the “**Design Description**”).

## 3. Development of the IDA CIP Tool by Provider

### 3.1. Development of the IDA CIP Tool

Provider shall develop for and deliver to the Clients the IDA CIP Tool as described in the Design Description pursuant to the procedures for development and delivery contemplated herein and in accordance with the Design Description.

### 3.2. Documentation

3.2.1. Provider shall create and provide the Clients with the documentation as further described in **Article 3.2.3 of this Annex** (the “**Documentation**”).

3.2.2. The Documentation shall be written, and the Source Code commented, in English.

3.2.3. The Documentation consists of the following documents:

- i. The user manual; and
- ii. Configuration information.

### 3.3. Test Execution

3.3.1. Provider shall before delivery for user acceptance testing perform its own factory acceptance tests. At delivery for user acceptance testing, Provider shall provide the Clients with a testing report demonstrating that the IDA CIP Tool is ready for user acceptance testing, meaning that the IDA CIP Tool conforms to the Contract and there are:

████████████████████  
██  
██

The Clients have the right to participate as observer to the factory acceptance tests conducted by Provider.

3.3.2. Provider shall provide the Clients with tests scenarios at Clients' request.

For any test carried out by Provider, Provider shall provide a testing report comprising at least the following:

- A description of the test carried out; and
- The results of the test.

3.3.3. Cooperation in the context of testing activities

Parties shall closely cooperate in the context of testing activities, amongst others via the CIPTG referred to in **Annex 10 (Communication tools and governance organisation)**. Provider shall appoint a Test Manager who will perform the tasks mentioned in **Annex 10 (Communications tools and governance organisation)**.

### 3.4. Change Requests related to Development Works

3.4.1. In the course of carrying out the Development Works, the Clients can inquire whether Provider could make changes, modifications, or additions to the Development Works. Subsequently, the Clients may order a modification from the Provider, provided that it coincides with the subject of the Development Works, is

technically feasible, and takes account of the status of the execution of the Development Works, as well as the technical compatibility of the modification with the nature of the Development Works. Provider is not obliged to comply with the request for a modification to the Development Works. The modification to the Development Works is binding on Provider only if it has been confirmed in writing by Provider via a Change Request.

**3.4.2.** In the course of carrying out the Development Works, Provider may propose to the Client modifications to the Development Works which Provider considers appropriate in terms of optimization of a technical solution, improvement of functionality and operational parameters of the Development Works, increase of quality, efficiency, or safety of the Development Works. The Clients may, at their own discretion, approve such modifications or refuse them.

**3.4.3.** In accordance with Article 11 of the Contract Parties shall agree on the terms and modalities of a Change Request

**3.4.4.** Any agreed change shall be recorded in a Change Request Document substantially in the form as set forth in **Annex 9 (Change Request)** in accordance with the terms of Article 11 of the Contract.

**3.5. Delivery**

**3.5.1.** Planning and adaptation of planning

Provider shall deliver the IDA CIP Tool for user acceptance testing by the Client and subsequently for implementation in the production environment, in accordance with the planning set forth in **Annex 4 (Remuneration)**.

**3.5.2.** If changes to the planning become necessary, the concerned Party shall immediately inform the other Parties thereof. The Parties shall discuss in good faith the adaptation of the planning and take any reasonable actions or measures to prevent or minimize the impact of such changes or delay. It is understood that the Clients are entitled to refuse any adaptation of the planning, except if Provider proves that the change or the delay is due to a Force Majeure or is attributable to the Clients. This Article 3.5.2 of this Annex is without prejudice to the application of Article 3.6 of this Annex, except where explicitly agreed otherwise in writing.

**3.6. Late Delivery**

**3.6.1.** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



### **3.7. Monitoring and Reporting**

**3.7.1.** Provider shall monitor progress and status in the provision of the Development Works and report regularly in this respect to the Clients.

**3.7.2.** Provider shall make its Best Efforts to monitor metrics and provide the Clients with reporting.

### **3.8. Delivery of Developments**

**3.8.1.** Provider shall deliver the Developments to the Clients via the following means:

- The IDA CIP Tool:
  - o for user acceptance testing purposes: through installation by Provider in the testing environment made available by Provider; Provider shall deliver for user acceptance testing the IDA CIP Tool that is ready for user acceptance testing as indicated in Article 3.3.1;
  - o after Acceptance by the Clients: through installation by Provider in the production environment made available by Provider;
- User manual be delivered: via e-mail to all Clients; and
- test reports referred to under Article 3.3 of this Annex: via email to all Clients.

Provider shall inform the Clients via written notification of the delivery of the IDA CIP Tool in the relevant environments. The notice for delivery for user acceptance testing shall include the test report referred to under Article 3.3.1.

Delivery in testing environment or in production environment shall be confirmed by the Clients in a receipt notice to be sent to the Provider which confirms the delivery of the items mentioned in this Article (the “**Delivery Receipt Notice**”). Without Delivery Receipt Notice regarding delivery in testing environment, the Clients are not obliged to perform the user acceptance testing.

### **3.9. User acceptance testing and Acceptance of the IDA CIP Tool and IDA CIP Solution**

**3.9.1.** Acceptance procedure

- (a) As of the date of the Delivery Receipt Notice regarding delivery in testing environment, the Acceptance Procedure starts.
- (b) During the Acceptance Procedure, the Clients shall perform the user acceptance testing with the cooperation of Provider. User acceptance testing consists of two stages: i) a first stage focussing on functional tests and ii) a second stage focussing on all other type of tests which shall ensure integration and robustness if the IDA CIP Tool / IDA CIP Solution operation.
- (c) At the outset of the user acceptance testing, the training of the testing team will take place. The Provider shall make available to the Clients a testing environment in accordance with the terms of **Annex 3 (Specific Terms HM Services)**. The Clients shall, together with Provider prepare the testing scenarios and the data in due time to be able to perform the actual testing themselves in accordance with the planning.
- (d) During testing, Provider will provide consultations on applications, fix detected Defects, and supply, usually once a week, improved versions of IDA CIP Tool / IDA CIP Solution in which the detected Defects shall have been removed.
- (e) In the course of carrying out user acceptance testing, the Clients are obliged to continuously make a list of, and immediately notify to the Provider, all detected Defects. Within fifteen (15) Business Days of the termination of the first stage of the user acceptance testing, the Clients are obliged to notify Provider a written testing report in which the Clients describe the number and type of Defects detected (the “**Testing Report**”).
- (f) When describing the type of Defects detected the categorization Defects shall be used: Category A Defects, Category B Defects, Category C Defects.
- (g) The Parties agree that the first stage of the user acceptance testing is successful, if the outcomes of the user acceptance testing on the date of completion thereof indicate that the following criteria have been met:
  - ████████████████████
  - ██
  - ██
- (h) If the first stage of the user acceptance testing is successful, Provider shall implement the IDA CIP Tool in the production environment set forth in **Annex 3 (Specific Terms HM Services)**.

- (i) The second stage of the user acceptance testing shall be performed in the production environment in accordance with the IDA Testing Plan determined by the Parties. If at the outcome of the second stage of the user acceptance testing, the IDA CIP Solution conforms with the following criteria, the Clients shall proceed to the formal final acceptance of the IDA CIP Solution:

[REDACTED]

[REDACTED]

[REDACTED]

- (j) The Clients shall within fifteen (15) Business Days of the finalisation of the second stage of the user acceptance testing, notify Provider a written report in which the Clients declare one of the following conclusions taking into account the categories of Defects mentioned under 3.9.1. (f) (the **Acceptance Report**):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (k) In the case of a different assessment of Defects by Provider and the Clients, both assessments are to be recorded in the Acceptance Report. The discrepancy in assessments constitutes a dispute between the Parties which will be resolved in compliance with Article 23.2 of the Contract.
- (l) In case of Defects described in the Testing Report or in case of Defects described in the Acceptance Report that leads to a non-Acceptance, the Parties shall agree on the timeframe within which they shall be corrected by Provider.
- (m) In case of Defects described in the Testing Report or of Defects described in the Acceptance Report that do not lead to a non-acceptance, Provider shall



correct all such Defects in the IDA CIP Solution as soon as possible, however, no later than by the end of the time limit determined in the Acceptance Report by the Clients.

- (n) In case of correction of Defects, the IDA CIP Solution shall be delivered again to the Clients in accordance with Article 3.8 of this Annex and the testing and acceptance path set forth in this Article shall be applicable again.

#### 4. Remuneration

##### 4.1. General

For the due performance of the Development Works in accordance with the Contract, the Clients shall pay Provider the Remuneration as set forth in **Annex 4 (Remuneration)**.

##### 4.2. Specific payment scheme

The payments shall be done in accordance with the payment scheme set forth in **Annex 4 (Remuneration)**.

#### 5. Warranty

- 5.1. Provider guarantees and warrants that the IDA CIP Solution will be delivered fit for its purpose as described in **Annex 1 (Technical Descriptions)**.

[REDACTED]

The Clients can notify Provider the Defects found electronically through the Helpdesk, by email, by registered mail, or by phone.

- 5.2. This warranty applies *mutatis mutandis* to any repaired element of the IDA CIP Tool after the discovery of the Defect, bug or malfunctioning.
- 5.3. After the end of the warranty period, any Defect correction shall occur in accordance with the terms of the MH Services as set forth in **Annex 3 (Specific Terms HM Services)**.

**5.4.** The Clients acknowledge that Provider is fully or partially exempt from any liability for the quality of the IDA CIP Tool (i.e. the warranty will not apply or apply only partially) if the Defects are the result of any of the following:

- i. reasons on the part of the Clients, in particular, but not limited to, negligence on the part of any of the Clients' employees – including the improper handling or operation of the IDA CIP Tool in a manner that is contrary to that called out in the supplied documentation; or, any failure on the Clients' or the Clients' employees behalf to comply with their obligations under the Contract; and
- ii. the Clients try to correct any Defects in the IDA CIP Tool on their own or through a third party.

## **6. Start of the Development Works**

The Development Works have started since 17 January 2022 under application of the LOI. As of the Effective Date, the activities of Provider in respect of the Development Works are governed by the Contract (with retroactive effect).