

Czech Standards - WO2 Training

Work Order

This document, including its annexures, is a Work Order (**WO**) executed pursuant to the Typefi Licence, Support and Services Agreement between Česká Agentura pro Standardizaci (**Customer**) and Typefi Systems Pty Ltd ABN 24 098 532 793 (**Typefi**) dated 31 May, 2023 (**Agreement**).

Project:	Training
Work Order number:	WO2
Work Order version:	1
Commencement Date:	2 September 2024
End Date:	5 September 2025

Introduction

1. This Work Order (**WO**) between the Customer and Typefi is governed by and subject to the terms and conditions of the Agreement.
2. The terms of the Agreement apply to this WO and in the event of any conflict between the terms of this WO and the Agreement, the terms of the Agreement will prevail.
3. The parties agree that the following provisions are particular to this WO and apply only to this WO.

1. Duration

This WO will commence on the Commencement Date specified above and, unless otherwise terminated in accordance with the Agreement, will continue in force until the completion of the Project or the End Date specified above (whichever is the earliest).

2. Project

1. Typefi must perform the Project specified in Annexure 2, and deliver the project deliverables specified in Annexure 3 in accordance with the Customer's objectives, standards, policies and procedures specified in Annexure 1.
2. Typefi must ensure that the Deliverables meet the specifications and requirements as set out in Annexure 9.
3. Typefi must perform the Project in accordance with the Implementation Plan and the Project Timetable specified in Annexure 4, including using reasonable endeavours to meet any milestone dates contained in the Implementation Plan and Project Timetable.
4. Typefi must perform the Acceptance Testing specified in Annexure 5A in accordance with the Acceptance Testing Procedure contained in Annexure 5B and demonstrate that the Deliverables meet the Acceptance Criteria set out in Annexure 5C.
5. The parties will use the contacts and reporting lines set out in Annexure 10 to project manage the Project on a day-to-day basis, using the project management procedures set out in Annexure 10.

3. Project Fees

The Customer will pay the fees to Typefi set out in Annexure 6 on the payment milestones set out in Annexure 6 in accordance with the payment terms set out in Annexure 6 or otherwise in accordance with the Agreement.

4. Key Personnel

Typefi acknowledges that Typefi's personnel described in Annexure 7 (if any) are essential to the fulfilment of Typefi's obligations and Typefi's performance under this WO, and accordingly clause 5.7 of the Agreement relating to Key Personnel will apply.

5. The Customer's Responsibilities

The Customer will perform the responsibilities as set out in Annexure 8.

6. Other Terms

Signed for and on behalf of Typefi Systems Pty Ltd ABN 24 098 532 793 by its authorised representative:	Signed for and on behalf of the Customer by its authorised representative:
Signature of authorised representative:	Signature of authorised representative:
	
Date of signature:	Date of signature:
3 September 2024	
Print full name:	Print full name:
Jason K Mitchell	
Print position:	Print position:

Annexures to Work Order

Annexure 1 – Customer's Objectives, Purposes, Standards, Policies and Procedures

The objective is to train the Customer to use and maintain the Typefi Workflows created to produce their PDF and HTML outputs. The allocated time for training will be used as and when agreed.

Annexure 2 – Project

The scope of this project is to:

1. Provide basic Typefi training
2. Provide template specific training

Excluded from the scope are:

1. Graphic design services; please submit final designs for any documents. Future design changes will be chargeable
2. InDesign template development
3. CSS development for EPUB and HTML output; please submit final designs and CSS for any EPUB and HTML outputs
4. XSLT development for automating content markup procedures
5. JavaScript development for automating advanced design features

Annexure 3 – Deliverables

Provide training remotely.

1. Typefi General Training
2. Template Specific Training

Annexure 4 – Project Plan

Estimate Effort (days)	Deliverable	Party Responsible
	Work Order Signed off and Test Cases passed to Typefi	Customer
4	Typefi General Training	Typefi
	Template Specific Training	Typefi
	Training preparation	Typefi
	Delivery	Typefi
	Acceptance	Customer

Annexure 5 – Acceptance Testing and Acceptance Criteria

5A. Acceptance Tests

Deliverable	Acceptance test	By	When
Training	Considered accepted upon completion	Customer	Upon completion

5B. Acceptance Testing Procedure

The following Acceptance Testing procedure applies to each Deliverable:

1. Conduct of Acceptance Testing

On delivery of a Deliverable (or any part thereof), the Customer must, for the Acceptance Testing Period, perform any agreed tests to determine whether the Deliverable as delivered conforms with the Acceptance Criteria.

2. Acceptance

If, following the conduct of the tests under paragraph 1, the Deliverable conforms with the Acceptance Criteria the Customer must notify Typefi in writing of its acceptance of the Deliverable. If Typefi has received no notification from the Customer during the Acceptance Testing Period the Customer shall at the expiration of such period be deemed to have accepted the Deliverable.

3. Failure to achieve Acceptance

If, following the conduct of the tests under paragraph 1, the Deliverable does not conform with the Acceptance Criteria:

- (a) the Customer must notify Typefi in writing that the Deliverable has failed the acceptance testing procedure and specify the grounds on which the failure was determined;
- (b) on receipt of that notification Typefi must have a reasonable opportunity (not to exceed 2 weeks) to implement any modifications and to submit the Deliverable for further acceptance testing by the Customer;
- (c) the Customer must, within a reasonable period of Typefi submitting the Deliverable for further testing under sub-paragraph (a), test the Deliverable, as modified, to determine whether it conforms with the Acceptance Criteria (including its specifications). If:
 - (i) Typefi has had a reasonable opportunity to cure the defect under sub-paragraph (a); and
 - (ii) at the conclusion of the further testing by the Customer under sub-paragraph (b), the Deliverable, as modified, conforms with the Acceptance Criteria (including its specifications), the Customer must notify Typefi in writing of its acceptance of the Deliverable.

4. The Customer's option

If following the completion of the further testing referred to in paragraph 3, the Deliverable, as modified, does not conform with the Acceptance Criteria (including its specifications), the Customer will have the right (without limiting any other rights or remedies it may have under this Agreement or otherwise to):

- (a) accept the Deliverable or any part of it by notifying Typefi;
- (b) reject the Deliverable and require Typefi to refund all payments made by the Customer under or in connection with the relevant Deliverable;
- (c) grant Typefi further time to submit the Deliverable (or any part of it) by a date specified by the Customer; or
- (d) terminate the relevant WO (with no liability to Typefi resulting from that termination, but with pre-existing rights being preserved).

If the Customer exercises its right under paragraph (c) above and the relevant Deliverable still does not conform with the Acceptance Criteria (including its specifications) by the further date so specified by the Customer, the Customer will have the right (without limiting any other rights or remedies it may have under this Agreement or otherwise) to take any of the steps referred to in paragraphs (a) to (d) above.

5. Dispute

If Typefi reasonably disputes the Customer's advice that the Deliverable has failed the tests conducted by the Customer, the matter must be resolved in accordance with the dispute resolution process in clause 11 of the Agreement.

6. No waiver

Nothing in this Annexure may be taken by Typefi to be a waiver of any of the Customer's rights that may accrue if Typefi does not deliver a Deliverable on time and in accordance with the Agreement. Any acceptance by the Customer of a Deliverable under this Annexure will not constitute a waiver of any of the Customer's rights in relation to Typefi's warranties under the Agreement.

5C. Acceptance Criteria

When remote training is complete, the Work Order is considered accepted.

Annexure 6 – Project Fees

Total project fee: CZK204,344, due upon signature of this Work Order.

Fees above are exclusive of reasonable travel and accommodation expenses which will be charged on a case by case basis subject to approval from the Customer.

Annexure 7 – Key Personnel

Customer

Role	Person
Project Lead: responsible for providing all requested sample files, and answers to any questions	Zdenka Slaná
Project Executive: has decision-making authority and is Typefi's primary escalation contact	Lucie Knížek
Project IT Lead: responsible for installation and maintenance of Typefi software	Patrik Vagel

*If there is a change in the person assigned to a Role, the Customer will notify Typefi.

Typefi

Role	Person
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Implementation Manager: Responsible for implementing the Work Order and day-to-day questions about project scope, samples, and testing procedures	Dilum Samarajeewa, Damian Gibbs
Project Manager: Responsible for scheduling, project status reporting and meetings	Marie Gollentz
Typefi IT Lead: contact point for Project IT Lead	Will Ryals
BDM: Responsible for contract queries	Stephen Laverick
Customer Experience Manager: Responsible for Customer satisfaction and is Customer's primary escalation contact	Jason Mitchell

*If there is a change in the person assigned to a Role, Typefi will notify the Customer.

Annexure 8 - the Customer Responsibilities

1. Customer to review project scope and agree to limitations specified

Annexure 9 – Specifications

This Work Order is developed to work with the following software versions

Software	Version
Typefi Desktop	8.14 or later
Adobe InDesign	2024 (19.4)
Typefi Designer	8.16.31
CXML Schema	3.2
MathTools	3.0.1 build 087e

Training outline will be supplied when scheduled.

Annexure 10 - Contacts, Reporting Lines, Meetings, Project Management Procedures & Conditions

Customer

Role	Person	Contact
Project Lead	Zdenka Slaná	██████████
Project Executive	Lucie Knížek	██████████
Project IT Lead	Patrik Vogel	██████████

Typefi

Role	Person	Contact
Implementation Manager	Dilum Samarajeewa, Damian Gibbs	help.typefi.com help@typefi.com
Project Manager	Marie Gollentz	
Typefi IT Lead	Will Ryals	
BDM	Stephen Laverick	
Customer Experience Manager	Jason Mitchell	

<https://help.typefi.com> must be used for tracking all project activity.

- Typefi shall include the project number on the invoice. Typefi uvede na faktuře číslo projektu.
- Typefi is obliged to keep all documentation related to the implementation of the contract, including accounting documents, for at least 10 years after the completion of the project. If a longer period is stipulated in Czech law, Typefi must apply it./Typefi je povinna uchovávat veškerou dokumentaci související s plněním smlouvy včetně účetních dokladů minimálně po dobu 10 let od ukončení realizace projektu. Pokud je v českých právních předpisech stanovena lhůta delší, musí ji Typefi použít.
- Typefi is obliged to provide the required information and documentation related to the implementation of the project to the employees or agents of the authorized bodies (Ministry of Industry and Trade, Ministry of Finance, European Commission, European Court of Auditors, Supreme Audit Office, competent body of financial administration and other authorized bodies of state administration) for a period of 10 years from the end of the project and is obliged to create conditions for the aforementioned persons to carry out the control related to the implementation of the project and to provide them with assistance in carrying out the control./Typefi je povinna po dobu 10 let od ukončení projektu poskytovat požadované informace a dokumentaci související s realizací projektu zaměstnancům nebo zmocněncům pověřených orgánů (MMR, Ministerstva průmyslu a obchodu, Ministerstva financí, Evropské komise, Evropského účetního dvora, Nejvyššího kontrolního úřadu, příslušného orgánu finanční správy a dalších oprávněných orgánů státní správy) a je povinna vytvořit výše uvedeným osobám podmínky k provedení kontroly vztahující se k realizaci projektu a poskytnout jim při provádění kontroly součinnost.
- Typefi is committed to not significantly undermining environmental objectives./ Typefi se zavazuje významně nepoškozovat environmentální cíle.