



# Customization Service Terms



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## I. DEFINED TERMS (DEFINITIONS)

Apart from definitions from your General Terms as a Business Partner the following defined terms (definitions) shall apply:

1. **Customization** – a Service of XTRF under which XTRF introduces modifications to its existing TMS Service customized to suit a particular Business Partner.
2. **Customization Change** – a modification in the already existing or planned Customization vis-à-vis a prior Customization Specification.
3. **Customization Change Request** – the Business Partner's or XTRF's request to modify an already accepted Customization Order. Customization Change Request may result in a change of a Customization Specification (scope, delivery date and price).
4. **Customization Component** – a Customization Component is a Macro, Virtual Column, E-mail or document template, Smart Connector, Scripted Job, Numbering Schema, Directories Naming Schema, Naming Expression as well as a Custom Application - delivered as a result of an XTRF's Customization. The Customization Component's functionality is to conform with the description provided in the Customization Specification.
5. **Customization Order** – a document delivered by the Business Partner, accepting the Customization Specification and quoted price which authorizes XTRF to start the required works. Customization Specification is an integral part of a Customization Order.
6. **Customization Service Terms** – the present terms and conditions governing the Customization within the scope defined below.
7. **Customization Specification** – a document which describes the scope of the Customizations, technical requirements and use cases. The document may describe new Customization Component functionality or the modification of an existing one. The document, accepted by the Business Partner, is the basis for order execution. Multiple Customization Components may be the result of the implementation of a Customization Specification.
8. **Unauthorized Change** – each change implemented in a delivered Customization Component made by a person who is not a member of XTRF's personnel.
9. **UAT** – User Acceptance Test performed by the Business Partner at the stage of delivery of the Customization.



## II. PURPOSE OF THESE CUSTOMIZATION SERVICE TERMS

1. The present Customization Service Terms govern the Customization of XTRF's TMS Service.
2. Apart from present Customization Service Terms other Documents will apply to you respectively as well:
  - a. as a Business Partner of XTRF please refer in particular to your Purchase Order, and General Terms;
  - b. please take into account Data Processing Terms;
  - c. please take into account either OnCloud Terms which contain some shared provisions for all OnCloud Services, along with TMS Service Terms, or OnPremise Terms, depending on which of them applies to your Service;
  - d. please take into account particular specific Documents which were indicated to you by XTRF as applicable to your TMS Service.

## III. ORDERING OF CUSTOMIZATION AND PAYMENT

1. On the basis of information received from you, XTRF will prepare a Customization Specification and Customization Order. The Customization Order will contain a date of its issuance and a date of validity, which is the period within which XTRF will wait for you placing the Customization Order.
2. If you accept the contents of the Customization Specification, including quoted price for Customization, please place the Customization Order with XTRF.
3. Your Customization Order will be deemed as a document by which you express in a binding manner your intent to enter with XTRF into a contract for Customization in the scope described in the Customization Specification.
4. XTRF will separately confirm acceptance of the Customization Order.
5. Payment can be split into two invoices. After acceptance of Customization Specification, XTRF will issue the first invoice for 50% of the Customization value, with 7 days payment period, the second invoice for the rest 50% XTRF will issue after completion of UAT and indicate a payment date therein.



6. In agreement with XTRF in particular projects, programming work on customization can be billed according to the list of hours submitted at the end of each sprint or on the basis of user stories completed during the week. Prior payment provisions do not apply

## IV. SCOPE OF SERVICE

1. As a result of Customization, XTRF will provide you with Customization Component/s described in the Customization Specification.
2. Delivered Customization Component/s will contain only functionality/ies and/or use cases described in Customization Specification. Requirements contained therein are the only criteria for UAT, including potential inconsistency claims vis-a-vis Customization Specification.
3. XTRF guarantees that the delivered Customization Component/s is/are compatible with the TMS Service version specified in the Customization Order.
4. After delivery of Customization, only at your request XTRF will adjust your Customization Component/s to the latest version of TMS Service, provided that you hold a valid warranty for customization.. You are solely responsible for notifying XTRF about the need for adjustments of specific Customization Component/s. XTRF will not perform any adjustments without your prior notification.

## V. DELIVERY OF CUSTOMIZATION

1. The process of delivery of Customization is handled as follows:
  - 1.1. XTRF's team will install agreed Customization Component/s in your TMS Service; you are responsible for holding valid TMS Service license and making your TMS Service available to XTRF's team; in case you fail to do so, XTRF will provide you the Customization along with instructions so that you can install Customization Component/s yourself,
  - 1.2. then XTRF notifies your Business Contact,
  - 1.3. within 30 days of the notification you are obligated to perform UAT and report to XTRF designated personnel any potential Customization Component inconsistencies that do not conform with the Customization Specification, as per point IV.2. above.
  - 1.4. moreover, all bugs identified during UAT will be fixed under no extra cost to you, on the condition that you have not introduced any Unauthorized Changes,



- 1.5. all bugs are also assessed only vis-à-vis the Customization Specification,
  - 1.6. XTRF will fix inconsistencies with the Customization Specification and bugs provided that they are reported within the 30 days UAT period,
  - 1.7. if during UAT you request a change that is not covered by Customization Specification this is deemed as a Customization Change Request, subject to new Customization Specification and Customization Order,
  - 1.8. if – within the 30 days period as of notification by XTRF – you have not reported any issues or bugs with XTRF, it is assumed that the Customization has been carried out in accordance with the Customization Specification.
2. A UAT is performed only once by XTRF. Reporting of an inconsistency or a bug does not start anew the 30-days notification period. Correction of inconsistency or a bug does not result in performance of a new UAT for corrected issues. UAT is a continuous process during which you have 30 days to test the Customization and report on ongoing basis inconsistencies and bugs.
  3. Moreover, you acknowledge, that it may happen, that certain inconsistencies or bugs of the Customization Component/s will be fixed by XTRF after the 30 days period for their reporting. This does not preclude XTRF from issuing an invoice and requesting payment. In such instances, XTRF remains obligated to fix the above, as long as inconsistencies or bugs were reported during the notification period, and specific performance by XTRF of its obligations remains your sole remedy. Should you refrain from payment, XTRF will suspend its work on correction of inconsistencies and bugs, even if they were reported in time.

## VI. WARRANTY FOR THE CUSTOMIZATION

1. The warranty period commences after the conclusion of UAT stage.
2. Warranty period lasts 12 calendar months as of the conclusion of UAT.
3. XTRF may at its discretion offer you an extension of the warranty for the next 12 calendar months. The extension may be renewed after this period and after that for further periods accordingly.
4. The warranty is subject to a separate fee, which needs to be paid by you in advance. Single fee covers one 12 months period.
5. The fee for the warranty is calculated as 24% of the value of the Customization. The value of the Customization is the full price for the Customization indicated on the invoice, appropriate taxes included.
6. Warranty is applicable only if you are using a supported version of TMS Service.



7. Any Unauthorized Change/s in the Customization Component result in the loss of warranty.
8. If there are any overdue amounts from you to XTRF, warranty is suspended. The period of warranty is not extended for the period when the warranty was suspended due to outstanding payments.
9. Under the warranty XTRF will:
  - 9.1. perform correction to Customization Component/s malfunction (bugs) that was/were undetected during the UAT but detected later on and reported during the warranty period.
10. Under the warranty XTRF will in particular not:
  - 10.1. repair malfunctions (bugs) reported after the end of the warranty period;
  - 10.2. repair any components that were created/modified by anyone who is not part of personnel of XTRF;
  - 10.3. repair inconsistencies vis-a-vis Customization Specification which were not reported during UAT notification period;
  - 10.4. repair cases not covered by the Customization Specification.
11. This section describes your rights concerning issues with Customization in an exclusive manner. Any statutory warranty is hereby excluded.

## VII.CUSTOMIZATION CHANGE REQUEST

1. You have an option to order from XTRF the Customization Change Request as a separate additional Service.
2. As a result of an ordered Customization Change Request, you will receive a Customization Component/s modified according to the your requirements described in an Component Change Request.
3. In case of a Customization Change Request, you must deliver a list of the required changes to the initial Customization Specification.
4. Before the acceptance of a Customization Change Request, XTRF will provide you with an updated Customization Specification document and updated Customization Order, including the cost and proposed service delivery date after the Customization Specification has been approved. Procedure described in the section "Ordering of Customization" applies accordingly.
5. For delivery of Customization Change/s the procedure described in the section "Delivery of Customization" applies accordingly. During respective UAT, XTRF will only



handle reports of inconsistencies vis-a-vis updated Customization Specification and reports of bugs as far as they result from the Customization Change Request.

6. All modifications based on Customization Change Request are covered by the original warranty period described in the respective section above. Delivery of Customization Change does not result in the warranty period starting anew either for the entire Customization or the Customization Component/s covered by the Customization Change.