

## Contract

### About CSN services for partner companies of Volkswagen AG and AUDI AG

between company:

- hereinafter "customer"

and

operational services GmbH & Co. KG  
Rudolf-Ehrlich-Str. 7  
D-08058 Zwickau

- hereinafter „contractor“ or operational services (OS)

- customer and contractor together hereinafter „contracting parties“

### Choice of contract type:

New contract

Change of contract

## Subject of the contract

Subjects of the contract are services within the following contract parts:

- CSN-Basic-Services (§1)
- CSN-Provider-Services (§2)
- CSN-Applications-Services (§3)

You can choose the particular services from the following ones. The services are listed in detail in the annex 2 „CSN-price list and Service-contents“.

### §1 CSN-Basic-Service

|   |                   |  |             |  |
|---|-------------------|--|-------------|--|
| <b>Appropriation of a CSN-network access to:</b><br>(please mark your selection)    | <b>Volkswagen</b> |  | <b>Audi</b> |  |
| <b>Contract number for CSN-Basic-Service</b><br>(filled in by operational services) |                   |  |             |  |
| <b>Customer order number</b><br>(might be assigned by the customer)                 |                   |  |             |  |

|   | Contract type basic | Contract type standard | Contract type premium |
|---|---------------------|------------------------|-----------------------|
| <b>Contract type (new contract)</b><br>(Choice of the desired contract type in case of a new contract or specification of the current contract type in case of a change of contract.) |                     |                        |                       |
| <b>Newly elected contract type</b><br>(Only in case of a change of contract: please mark the desired new contract type.)  |                     |                        |                       |
| <b>Price per first contract per contract type</b>   | 56,00 € / monthly   | 83,00 € / monthly      | 210,00 € / monthly    |
| <b>Price per second contract per contract type</b>  | 28,00 € / monthly   | 41,50 € / monthly      | 105,00 € / monthly    |
| <b>Price for initial configuration per contract type</b>  | 195,00 €            | 195,00 €               | 0,00 €                |
| <b>Price for self-assessment for information security</b>   | 150,00 €            | 150,00 €               | 0,00 €                |

### Conditions for the service provision in the CSN-Basic-Service:

For each legal company the existence of a Confidentiality Agreement (GHV) with the particular brand is mandatory. You will find this agreement with Audi attached as annex 3. Volkswagen (scope Technische Entwicklung (TE) at Wolfsburg) finalises a corresponding agreement on own initiative.

The provision of CSN network access requires a self-assessment for information security valued as succeeded or alternatively the proof of a valid ISO 27001 certification. Furthermore it is mandatory to fill in annex 1 „Partner Company Data“ completely.

In case of a first contract please choose from the following applications or services to which you want to have access to. In case of an existing contract please add further applications, if needed. Please keep in mind that changes in contract type "basic" will be charged (see annex 2 „CSN-pricelist and Service-contents“).

| Application                                       | VW | Audi | Comment  |                |
|---|----|------|--|----------------|
| HyperKVS  |    |      | Please pay essential attention to §3.1 of this contract! |                |
| VW DMS  |    |      | Please pay essential attention to §3.2 of this contract! |                |
| ePortal (Volkswagen)<br>Engineering-Portal (Audi) |    |      |  |                |
| QTS   |    |      |  |                |
| ECA   |    |      |  |                |
| Citrix / WTS                                      |    |      |  |                |
| OFTP-data exchange<br>(e.g. rvs®)                 |    |      | Odette ID  |                |
|   |    |      | Odette software  |                |
|   |    |      | Target OFTP server                                       |                |
|   |    |      | Type of data   |                |
| Further services or IPs                           |    |      | CAD  | Commercial/EDI |

## §2 CSN-Provider-Service

The data exchange or the usage of services at Volkswagen and Audi is only possible by using one of the specified connection types. Please choose one of the appropriate alternatives below.

Please keep in mind that changes of the connection type in contract type "basic" will be charged (see annex 2 „CSN-pricelist and Service-contents“).

| External provider   |
|---|
| The CSN network connection will be realized by external providers if the availability-check of the desired connection type was successful. Resulting contract provisions including accounting have to be managed between the customer and the external provider directly. |

| Provider operational services   | Number of Token   |
|---|---|
| Internet VPN  | one-time: 90,00 € / Token, additional 70,00 € setup<br>monthly: 30,00 € / Token |
| The usage of Odette data exchange (OFTP) via Internet-VPN underlies technical limitations and is not available. |   |

| ENX (T-Systems)  | Direct order via operational services |
|--|---------------------------------------|
| operational services is a company in the affiliate group of T-Systems. That is why you are able to order an ENX connection directly at operational services in combination with your CSN network access. |                                       |

### §3 CSN-Application-Service

#### §3.1 CSN-Application-Service Hyper KVS

|  |   |  |                      |  |
|--|---|--|----------------------|--|
| <b>Appropriation of a CSN-Application-Service for:</b><br>(please mark your selection) | <b>HyperKVS Volkswagen</b>  |  | <b>HyperKVS Audi</b> |  |
| <b>Contract number</b><br>(filled in by operational services)                          |   |  |                      |  |
| <b>Customer order number</b><br>(might be assigned by the customer)                    |   |  |                      |  |
| <b>Price first contract</b>  | 260,00 € per month (payment method annually)<br>271,00 € per month (payment method quarterly) |  |                      |  |
| <b>Price second contract</b>   | 130,00 € per month (payment method annually)<br>139,00 € per month (payment method quarterly) |  |                      |  |
| <b>Payment method</b>  | annually  |  | quarterly            |  |

#### §3.2 CSN-Application-Service VW DMS

|   |   |           |
|---|---|-----------|
| <b>Appropriation of a CSN-Application-Service for:</b>              | <b>VW DMS max. 2 users</b>  |           |
|   | <b>VW DMS 3 users and over</b>  |           |
| <b>Contract number</b><br>(filled in by operational services)       |   |           |
| <b>Customer order number</b><br>(might be assigned by the customer) |   |           |
| <b>Price VW DMS contract max. 2 users</b>                           | 148,00 € / per month (payment method annually)<br>157,00 € / per month (payment method quarterly) |           |
| <b>Price VW DMS contract 3 users and over</b>                       | 298,00 € / per month (payment method annually)<br>307,00 € / per month (payment method quarterly) |           |
| <b>Payment method</b>   | annually  | quarterly |

### §4 Inception of the contract

The contract period starts with the signing by operational services but not before the availability of the ordered CSN services. In case of changing to a lower valued contract type, the change will be valid after the expiry of the notice period pursuant to §5.

### §5 Contract period and termination of the contract

The contract is concluded for an indefinite period of time. The contract can be terminated quarterly with 3 months' notice.

Due to company requirements of Volkswagen and Audi we will perform a double-stage process of deactivation of application access to the systems of Volkswagen and Audi. Furthermore, we will completely deactivate your connection and therefore cancel the CSN contract in case of the following conditions:

- no prompt prolongation of the confidentiality agreement of Volkswagen AG and AUDI AG or
- violation of these confidentiality agreements as well as
- delayed payment of the contract charges.

If operational services receives the information from Volkswagen and/or Audi after which CSN network access of the supplier from the viewpoint of Volkswagen and/or Audi is not longer required, operational services is entitled to cancel the contract any time with immediate effect.

## §6 Accounting

The following periodic charges will be charged quarterly in advance. The invoice will be rendered at the beginning of the quarter in which the service will be provided. If the contract period starts within a current quarter, the proportional charge from the contract period until the end of this quarter will be charged in the following quarter.

1. all periodic charges regarding §1 (scope of services of the CSN-Basic-Service)
2. all periodic charges regarding §2 (scope of services in the CSN-Provider-Service, where operational services acts as provider)
3. all periodic charges regarding §3.1 and §3.2 (scope of services in CSN-Application-Service for HyperKVS resp. VW DMS in case of choosing the quarterly payment method)

The following periodic charges will be invoiced annually and in advance at the beginning of each year. If the contract begins within a current year, the proportional charge from the beginning of the contract until the end of the current year will be invoiced in the quarter following the conclusion of the contract:

1. all periodic charges regarding §3.1 and §3.2 (scope of services in CSN-Application-Service for HyperKVS resp. VW DMS in case of choosing the annually payment method)

Individual charges as well as miscellaneous services will be charged directly after implementation. All payments need to be done without deduction within 30 days from the date of the invoice and have to be free of transaction costs for operational services.

If any tax or duty has to be withheld or deducted from any payment under this agreement, the customer will increase payments under this agreement by such amount as shall ensure that after such withholding or deduction the contractor (OS) receives an amount equal to the agreed prices.

## §7 Price setting and price change

The price quoted is net plus the statutory sales tax applicable at the time the relevant invoice is issued.

## §8 General Terms and Conditions

This contract is subject to operational services GmbH & Co. KG General Terms and Conditions for Works and Services.

**§9 Customer's obligation to provide assistance and support**

The customer is obliged to immediately notify operational services of any occurrences or changes that could have an impact on the implementation of the contract, with particular regard to any changes of company's legal status or company's name or any staff changes at customer's company which teare material for the HyperKVS user management system.

**§10 System Service Provider**

If partner companies of Volkswagen and/or Audi involve system service providers for their information technology, the following towards third parties shall be considered:

In dealing with data, information and systems of Volkswagen and/or Audi the secrecy specifications and information technology security guidelines for partner companies of Volkswagen and/or Audi shall be considered and observed imperatively.

**§11 Venue, Applicable Laws**

Exclusive venue for all claims arising out of the business connection between the contracting parties shall be Frankfurt am Main, Germany. All legal relations arising out of or in connection with the contractual relationship between the contracting parties are exclusively governed by the substantive laws of the Federal Republic of Germany.

**§12 Confidentiality of Information**

The contractor (OS) is obliged to treat information received from the partner company as strictly confidential to third parties and only to use for provision of services according to this contract. Volkswagen AG and its allied companies are not third parties within the meaning of these provisions.

|                                 |                                       |
|---------------------------------|---------------------------------------|
| City, date: _____               | Zwickau, _____                        |
| Company: _____                  | operational services<br>GmbH & Co. KG |
| Signatures _____<br>Stamp _____ | Signatures p.p. _____<br>Stamp _____  |
| _____                           | p.p. _____                            |

**Annexes**

- Annex 1: Partner Company Data
- Annex 2: CSN-pricelist and Service-contents
- Annex 3: GHV AUDI AG
- Annex 4: General Terms and Conditions for Works and Services