

## CSN Contract

Services for partners of the Volkswagen Group for connection to the partner networks Volkswagen / Audi

CSN is the acronym for CAx Supplier Network. It is not a network but a common project name considering services of operational services GmbH & Co. KG for partners of the Volkswagen Group.

### Data of the Customer (Partner of the Volkswagen Group)

Please fill in completely.

Customer ID <sup>1)</sup>	<Kd_nr>				
Company	<Firma> <Firma2>				
Street	<Strasse>				
Postcode	<Plz>	City	<Ort>	Country	<Land_kurz>
DUNS number	< D u n s >				
Value added tax number	<Ustid>			only necessary for European customers	

1) will be filled in by operational services GmbH & Co. KG

### Accounting Information

Please coordinate the accounting information with your Purchasing/Finance department. The information provided has a significant impact on financial processing of the contract. Incorrect information may cause problems with commercial processing.

<b>Different invoice address</b>					necessary if different from <i>Data of the Customer</i>
Company	<Re_Firmenname>				
Street	<Re_Strasse>				
Postcode	<Re_Plz>	City	<Re_Ort>	Country	<Re_Land>

<b>Contact person for invoice</b>				Contact person will be named in the invoice.
Surname	<AP_Rechnung_Nachname>	First name	<AP_Rechnung_Vorname>	
Telephone	<AP_Rechnung_Telefon>	E-mail	<AP_Rechnung_Email>	

<b>Electronic invoice dispatch (pdf format)</b>		Note: no dispatch as hardcopy
E-mail address	<Opcom_emailto>	

<b>Order number for accounting</b>		
Is the order number mandatory as a basis for your accounting? (please mark)	Yes <sup>2)</sup>	
	No	
<sup>2)</sup> Order number	<Kdbest_nr>	

## Contact persons at customer

<b>Contact person for contract</b>		organisational contact person for contract details	
Surname	<AP_Vertrag_Name>	First name	<AP_Vertrag_Vorname>
Telephone	<AP_Vertrag_Telefon>	E-mail	<AP_Vertrag_Email>

<b>Contact person for network connection</b>		technical contact person for network connection and configuration	
Surname	<techn._AP_Name>	First name	<techn._AP_Vorname>
Telephone	<techn._AP_Telefon>	E-mail	<techn._AP_Email>

### **Additional contact person in case of mailing campaigns** <sup>3)</sup>

Contact person for information about maintenance, incidents or requests as well as configuration requirements during active operation.

Surname	<AP_Mail_Nachname>	First name	<AP_Mail_Vorname>
E-mail	<AP_Mail_Email>		

<sup>3)</sup> Data entry is optional. Further contact person(s) can be reported informally by e-mail later.

SAMPLE

## Subject of contract

### §1 Scope of Services

The operational services GmbH & Co. KG (OS) supports and administrates partners of the Volkswagen Group as exclusively authorized service provider of Volkswagen AG regarding setup of network connections to the partner network of Volkswagen (VW PFN) and/or to the partner network of Audi (Audi PFN). At Audi this type of network connection is referred to as "AP 2" (Anbindungs-Paket 2).

This connection enables you to use different applications and services of the Volkswagen Group for collaboration and data exchange with its Group brands.

The OS acts as your contact partner regarding all questions, problems and requests:

- Single point of contact (SPoC): Service Support Center of operational services GmbH & Co. KG with services regarding incident management and processing of administrative activities (service requests)
- Service numbers: 0800 5 877 877 (free of charge within Germany) and +49 375 6061 9904 (international) to record incidents and requests during the agreed service times
- Comprehensive consulting services regarding service portfolio and technical network connection types
- Setup, documentation and testing (based on TCP/IP) of the network connection and handover to operation
- Verification of compliance with requirements of the Volkswagen Group

Preconditions for connection of a partner of the Volkswagen Group to the Volkswagen and/or Audi partner network due to Volkswagen Group guidelines are:

#### Non-Disclosure Agreement (NDA):

For connection to the Volkswagen and/or Audi partner network a valid NDA with at least one commissioning Group brand is mandatory. A NDA is required per legally independent acting company that has its own legal form, tax number and/or value added tax identification number (VAT ID number).

#### Information security assessment:

The proof of appropriate information security by a TISAX® assessment is a precondition for the technical connection to the partner networks of Volkswagen and/or Audi. TISAX® creates competition under certified audit providers and enables a mutual recognition of the assessment results within the automobile industry. You can find more information under <https://www.enx.com/en-us/tisax>.

The successful information security assessment is to be proved by the partner of the Volkswagen Group for each of its locations (per company address).

#### Net provider:

Data exchange or the usage of services of the Volkswagen Group is only possible by using predefined connection types and certified net providers. For detailed information see document "Technical data" (<https://www.operational-services.de/en/supplier-solutions/csn/download-center>) which must be filled in completely for connection setup.

## §2 Contract Types and Prices

Please complete.

<b>Provision of a CSN network connection</b> to: Please mark with a cross your selection	<b>Volkswagen partner network</b>	<PV >	<b>Audi partner network</b>	<PA >
<b>Contract number for CSN service</b> Filled in by the OS	<VW_Vertragsnr>		<AUDI_Vertragsnr>	
	<b>Contract type basic</b>	<b>Contract type standard</b>	<b>Contract type premium</b>	
<b>CSN contract</b> <sup>1)</sup> Please mark with a cross desired contract type	<Sb>	<Ss>	<Sp>	
<b>Change of existing contract type</b> <sup>2)</sup> Mark with a cross new contract type				
<b>Price CSN first contract</b> <sup>1)</sup> For the use of one partner network: VW or Audi	€ 50,00 monthly	€ 77,00 monthly	€ 195,00 monthly	
<b>Price CSN second contract</b> <sup>1)</sup> For the use of the second partner network, additionally	€ 25,00 monthly	€ 38,50 monthly	€ 97,50 monthly	
<b>Onetime setup charge per partner network connection</b>	€ 195,00	€ 195,00	inclusive	
<b>Self-assessment information security</b> <sup>3)</sup>	€ 200,00	€ 200,00	inclusive	

<sup>1)</sup> CSN first contract and CSN second contract must have the same contract type.

<sup>2)</sup> The change to a higher-value contract type is possible at any time, conversely, only due to CSN contract termination conditions.

<sup>3)</sup> Onetime processing charge - only applies to selected data classification "internal" in case of connection to the partner network of Volkswagen and Audi.

### Use and charge of Internet VPN (single workstation solution – client-to-site)

The license model requires one hardware token per Internet VPN user. Internet VPN can be used only for operating system Windows.

Please indicate below the total number of required VPN-tokens (Kobil).

<b>Indicate number of VPN-tokens (Kobil)</b>	
<anz_tok>	Costs per token – one-time: € 70,00 for setup + € 90,00 for provision Costs per token – monthly: € 30,00 for operating

Internet VPN can only be used if the company meets the requirements of the Volkswagen Group for service provision. The use of Internet VPN in any private environments (e. g. home office) requires a special permission by Volkswagen and/or Audi. Evidences must be provided upon request.

## Applications and Services

Please select below the desired applications and services for connection to the partner network of VW / Audi.

Application / Service		Please mark with a cross	Remarks
HyperKVS*		<v1>	Additional PDM contract necessary, see document "PDM contract for application services"
CONNECT*		<v2>	
ECA*		<v9>	
ZMB*			
Syncrofit*			
VW DMS*		<v3>	
CAD data exchange via OFTP2*		<v13>	Please complete OFTP/Odette data
Odette ID			
Odette software			
IP address OFTP server			
Commercial / EDI data exchange by OFTP1	VW	<v13>	Please complete OFTP/Odette data
	Audi	<v13>	Note: The R21 Audi station is located in the VW partner network (CSN contract for VW PFN required).
Odette ID			
Odette software			
IP address OFTP server			
Audi mynet	Audi	<a5>	Social media e.g. Audi mynet, Audi.dox, Audi contacts
Citrix Netscaler VW	VW	<v10>	Following applications available via Citrix Terminal Service e.g.: AVON, DOORS, SAP Logon PAD, EPUS, Business Objects (SAP Reporting), TOMCADS
Citrix Netscaler Audi	Audi	<a11>	
TE DMZ device	Audi	<a8>	
Further services or IPs			

\* Group-wide used application, provided centrally by Volkswagen

### §3 Inception of Contract

The contract period starts with signing this CSN contract by the OS, but not before setup of the technical connection (connection to Volkswagen and/or Audi partner network) by the OS. The change to a higher-value CSN contract type is possible at any time, conversely, only according to CSN contract termination conditions (see §4).

### §4 Contract Period and Termination of the Contract

The contract is concluded for an indefinite period of time. The contract can be terminated with a notice period of three months to the end of the quarter. To become effective the revocation of the contract has to be in writing and must be legally signed.

According to Volkswagen Group requirements a process of deactivation of relevant application access(es) becomes effective, if the following applies:

- No prompt renewal of the NDA (Non-Disclosure Agreement) with the Volkswagen Group
- Violation of the NDA with the Volkswagen Group

- The release for relevant location(s) of the customer concerning information security was not extended in due time
- Delayed payment of contract price

Furthermore, the complete deactivation of the technical connection and the cancellation of the CSN contract will take place.

At the request of the Volkswagen Group, the operational services GmbH & Co. KG is entitled to cancel this CSN contract at any time with immediate effect.

## **§5 Accounting**

All regular amounts are charged quarterly in advance. The invoice is rendered at the beginning of the quarter in which the services are provided. If the contract period starts within a current quarter, the amounts due for this quarter are charged pro rata.

One-time amounts as well as other services are charged directly after implementation.

All payments need to be done without deduction within 30 days from the date of invoice and have to be free of transaction costs for the OS.

If any tax or duty has to be withheld or deducted from any payment under this agreement, the customer increases 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.

## **§6 Price Setting and Price Change**

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

## **§7 General Terms and Conditions**

The document General Terms and Conditions ICT services (GTC ICT services) of the operational services GmbH & Co. KG shall apply, according to annex of this contract. In the event of contradictions, the agreements of this contract shall take precedence over the GTC ICT services.

In addition to the General Terms and Conditions ICT services (GTC ICT services) the following also applies:

Force majeure shall be deemed to include all circumstances that are independent of the intention and influence of the parties, such as natural disasters, governmental measures, decisions by authorities, blockades, war and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lockouts, and other work-related unrest, confiscation, embargoes, epidemics, pandemics or other circumstances that are unpredictable, serious, and not attributable to the parties and that occur following the conclusion of this agreement.

## **§8 Customer's Obligation to provide Assistance and Support**

The customer is obliged to immediately notify the operational services GmbH & Co. KG of any occurrences or changes that could have an impact on the implementation of this contract, with particular regard to any changes of customer's legal status or customer's name or any staff changes which affect this contract.

## **§9 Routing Defaults**

The routing of the network connection of Volkswagen / Audi (internal transmission) to third parties is only allowed if the routing takes place within the company network of the customer and exclusively via and towards company locations of the customer that have received an approval for information security according to TISAX® requirements.

The approval must be at least equal to that required for the necessary confidentiality classification (internal / confidential / secret) of the exchanged information.

The connections to other company locations of the customer must be encrypted by the customer (customer has to hold the key).

In case the company location that is connected via routing is legally independent within a group of companies the conclusion of both a CSN first contract and a PDM contract for application services is required.

## §10 System Service Provider

If the customer involves system service providers for its information technology, the following towards third parties shall be considered: when dealing with data, information and systems of the Volkswagen Group the secrecy specifications and IT security guidelines for partners of the Volkswagen Group shall be considered and observed imperatively.

## §11 Confidentiality of Information

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

City, date: \_\_\_\_\_ Zwickau, \_\_\_\_\_  
Customer: <Firma> <Firma2> Contractor: operational services GmbH & Co. KG

Signatures \_\_\_\_\_ Signatures \_\_\_\_\_  
\_\_\_\_\_

Company stamp \_\_\_\_\_ Company stamp \_\_\_\_\_

## Annexes

Price list

General Terms and Conditions ICT services of the operational services GmbH & Co. KG

To be viewed on: <https://www.operational-services.de/en/supplier-solutions/csn/download-center>