

Contract HyperKVS

Contract

for application service HyperKVS

Only valid in conjunction with:

	CSN contract for connection to VW partner network	
	Contract for Remote Access	

What is HyperKVS?

HyperKVS is a web application for data exchange, for audit-proof storage and for file conversion of CAD data within the partner network of Volkswagen. HyperKVS is used by all parties that are involved within the process of product creation. It is used by more than 1.900 suppliers and partner companies worldwide. HyperKVS connects design engineers, methods engineers, purchasers as well as quality managers of the Group with its partner companies.

Company data

Please fill in completely.

Customer ID ¹⁾			
Company			
Street			
Postcode	City	Country	

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

Information of contact persons

Contact person of the partner company for HyperKVS

for organizational purpose regarding the use of HyperKVS.

Name		Surname	
Telephone		E-mail	

Contact person of Volkswagen Group for HyperKVS

Name		Surname	
Department		Telephone	
Function		E-mail	

§1 Scope of Service

The scope of services includes the entire user-service for the IT system HyperKVS. Furthermore it contains the basic support (1st level) and the processing of defined service requests during the service times of the Service Support Center of operational services GmbH & Co. KG (OS).

OS provides the following services regarding basis and application support:

- Acceptance and recording of incidents / requests at the Service Support Center.
- Classification, assignment of incidents and monitoring of the incident management process also in case of forwarding to 2nd level support entities.
- Analysis and diagnosis in order to resolve incidents regarding user problems by the 1st level support team.
- Consulting and support across the user / resources management processes of the Volkswagen Group for partner companies.
 - Consulting for HyperKVS administrators regarding: technical questions, setup of HyperKVS and administration of HyperKVS user accounts.
 - Consulting and support for users regarding general use of HyperKVS.
- Provision of information for release upgrades and patches.
- HyperKVS on-site training in German and English language in Wolfsburg, Ingolstadt and further training locations (one day and one participant per contract year) or two online trainings (in each case one day and one participant per contract year). In case of on-site training the customer covers travelling expenses.

Service times of Service Support Center:

- 24/7
- Service numbers: 0800 5 877 877 (free of charge within Germany) and +49 375 6061 9904 (international)

Other services (e.g. comprehensive instruction of HyperKVS or individual HyperKVS trainings) are not in scope of this service, but can be ordered separately.

Services regarding advanced support and system operation:

- Full system operation of HyperKVS
- Provision of necessary licenses as well as software and hardware components
- Ensuring advanced application support (2nd and 3rd level)
- Creation of user documentation and system descriptions

§2 Choice of contract and remuneration

Provision of HyperKVS application service for: (Mark your selection)	First Group brand*		Further Group brands	
	Name brand		Name brand(s)	
HyperKVS contract number (Filled in by operational services)				
Customer order number (optional)				
Price for first Group brand (basic charge for first contract)	254,00 € / per month (payment method annually) 265,00 € / per month (payment method quarterly)			
Price for further Group brands (additional charge for second contract)	127,00 € / per month (payment method annually) 136,00 € / per month (payment method quarterly)			
Payment method (Mark your selection)	annually		quarterly	

*The Group brand your partner company exchanges data most frequently.

Precondition for closing a HyperKVS contract for further Group brands (second contract) is the existence of a HyperKVS contract for a first Group brand (first contract). If the collaboration with the Group brand of the first contract ends, the named further Group brand (or the first-named in case of several Group brands) of the second contract takes the position of the first Group brand.

Optional services can be provided by separate contract. The hourly rate is € 100.

§3 Inception of the Contract

The contract period starts with signing this contract by OS but not before provision of technical access to HyperKVS by OS.

§4 Contract Period and Termination of the Contract

The contract is concluded for an indefinite period of time. The contract can be terminated quarterly with three months' notice. To become effective the revocation of the contract has to be in writing (via post or fax).

Due to Volkswagen Group requirements a process of deactivation of HyperKVS application access becomes effective, if at least one of the following reasons exists:

- no prompt renewal of the NDA (Non-Disclosure Agreement)
- violation of the NDA
- delayed payment of contract charges.

Furthermore the complete deactivation of the technical connection and the cancellation of the underlying contract (CSN Contract or Contract for Remote Access) will take place.

If OS receives the information from Volkswagen Group after which the HyperKVS access from the viewpoint of Volkswagen Group is no longer required, OS is entitled to cancel the HyperKVS contract at any time with immediate effect.

§5 Accounting

Choosing the payment method quarterly the charges will be invoiced 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.

Choosing the payment method annually the 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.

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 GmbH & Co. KG.

If any tax or duty has to be withheld or deducted from any payment under this agreement, the customer (partner company) 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.

§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

This contract is subject to the General Terms and Conditions of operational services GmbH & Co. KG as amended.

§8 Customer's Obligation to Provide Assistance and Support

The customer is obliged to immediately notify operational services GmbH & Co. KG 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 affect the contract and HyperKVS user administration.

§9 Confidentiality of Information

The contractor 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 Group brands are not third parties within the meaning of these provisions.

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§10 System Service Provider

If partner companies of the Volkswagen Group 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 Group the secrecy specifications and information technology security guidelines for partner companies of the Volkswagen Group shall be considered and observed imperatively.

City, date: _____
Customer: <Firma> <Firma2>

Zwickau, _____
Contractor: operational services GmbH & Co. KG

Signatures _____

Signatures _____

Company stamp

Company stamp