

# PDM contract for application services

Only valid in conjunction with:

|   |                 |
|---|-----------------|
| CSN Contract for connection to VW partner network | <VW_Vertragsnr> |
|---|-----------------|

and/or

|                            |  |
|----------------------------|--|
| Contract for Remote Access |  |
|----------------------------|--|

## 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> |

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

## Contact person for application services

for organizational purpose regarding the use of applications

|           |                 |            |                 |
|-----------|-----------------|------------|-----------------|
| Surname   | <AP_AS_Name>    | First name | <AP_AS_Vorname> |
| Telephone | <AP_AS_Telefon> | E-mail     | <AP_AS_Email>   |

## Order number for accounting

|   |                   |  |
|---|-------------------|--|
| Is order number mandatory as basis for accounting?<br>(please mark) | Yes <sup>2)</sup> |  |
|   | No                |  |
| Order number <sup>2)</sup>  | <Kdbest_nr>       |  |

## Application Overview

The PDM contract for application services (PDM: Product Data Management) includes services for a defined set of applications of the Volkswagen Group. This set of applications is divided into three PDM package types: PDM Standard, PDM Standard PLUS, and PDM Premium.

The customer receives for each application of the selected PDM package application- and user service support. (see §1 Scope of Services).

This applies with the reservation that each application within the selected PDM package is granted by the Volkswagen Group Security.

The technical activation of the respective application shall also only take place after approval by the Volkswagen Group department commissioning the application.

|            |                      |         |           |        |          |
|------------|----------------------|---------|-----------|--------|----------|
| <b>PDM</b> | <b>Standard</b>      | ECA     | async DA  | VW DMS |          |
|            | <b>Standard PLUS</b> | ECA     | async DA  | VW DMS | HyperKVS |
|            | <b>Premium</b>       | ECA     | async DA  | VW DMS | HyperKVS |
|            |                      | CONNECT | Syncrofit | ZMB    |          |

|           |  |
|-----------|--|
| HyperKVS  | Konstruktionsdaten-Verwaltungs-System<br>synchronous (direct) data exchange  |
| CONNECT   | Product data management system<br>synchronous (direct) data exchange   |
| ECA       | Engineering Center Aggregate<br>synchronous (direct) data exchange   |
| ZMB       | Zonen-Management-Berichtssystem<br>tool for collision analysis   |
| Syncrofit | CAD tool for bonding technology  |
| VW DMS    | Volkswagen Dokumenten-Management-System<br>data storage and data exchange  |
| async DA  | The Volkswagen Group is developing a future asynchronous PDM data exchange solution for which the Customer will receive application/user support under the PDM contract once it is available. The technical activation takes place after approval by the relevant Volkswagen Group office. |

## §1 Scope of Services

The scope of services includes the entire application- and user service support as well as system operation for all applications within the selected PDM package. The services are independent of any Volkswagen Group brand the customer collaborates with.

The following services will be provided by the operational services GmbH & Co. KG (OS):

- Acceptance and recording of incidents / service requests at the Service Support Center of the OS
- Analysis and diagnosis for first solution of incidents as 1<sup>st</sup> level support
- Creation, classification, assignment and monitoring of incidents within a defined incident management process, also in case of forwarding to 2<sup>nd</sup> level support entities of the Volkswagen Group
- Consulting of administrators of the customer regarding technical issues as well as issues regarding user- and resources management
- Consulting of users regarding the general use of relevant applications and initial system registration support
- Provision of information in case of release upgrades and patches for relevant applications
- Provision of client installation packages for relevant applications (e. g. CONNECT) as well as support for technical configuration
- Trainings for the application HyperKVS:  
2 online trainings per contract year or 1 on-site training (one day and one participant per contract year) at selected locations are included within the PDM package "PDM Standard plus" or "PDM Premium". All further training courses (also for PDM package "Standard") are fee-based.

Depending on the PDM package selected: Extended service components included in the application support costs:

- Granting of the right to use the systems operated by Volkswagen AG
- Extended application and user support (2<sup>nd</sup> and 3<sup>rd</sup> level)
- User documentation and system descriptions

Delimitation of the scope of services:

The scope of services does not include the execution of the B2B identity processes. The creation and administration of partner company employees including the assignment period as well as the application for user rights is carried out by the commissioning Volkswagen Group department or the partner company itself.

Other services (e.g. comprehensive application instructions, individual training, etc.) are not part of the service, but can be provided by separate contract. Billing is on an hourly basis at an hourly rate of EURO 100.00.

Service times of Service Support Center of the OS:

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

## §2 Contractual delimitations

Missing releases resp. authorizations in the Group systems or missing current contracts of the customer shall not be at the expense of this contract and shall not constitute a reason for the suspension of payments.

Technical problems of the selected provider are not within the responsibility of operational services GmbH & Co. KG and are not a reason for the suspension of payments.

### §3 Start of contract

The contract period starts with signing this contract by the operational services GmbH & Co. KG (OS) but not before provision of technical connection by OS.

### §4 Contract Data and Prices

|   | PDM Standard       | PDM Standard PLUS | PDM Premium   |      |
|---|--------------------|-------------------|---------------|------|
| <b>Contract number</b><br>Filled in by the OS   | <Vertragsnummer>   |                   |               |      |
| <b>PDM package type</b><br>Please choose  | <Sb>               | <Ss>              | <Sp>          |      |
| <b>Change of PDM package type</b><br>Only valid for existing contract   |                    |                   |               |      |
| <b>Price PDM package</b><br>Payment method: annually  | € 254 / month      | € 381 / month     | € 529 / month |      |
| <b>Price PDM package</b><br>Payment method: quarterly   | € 263 / month      | € 390 / month     | € 538 / month |      |
| <b>Payment method</b><br>Mark your selection  | annually           | <aj>              | quarterly     | <aq> |
| <b>Volkswagen Group brand(s) you collaborate with</b><br>Please name only brands in the context of PDM applications | <wvertragspartner> |                   |               |      |

The change to a higher-value PDM package is possible at any time, conversely, only according to PDM contract termination conditions (see §5).

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

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

The right of both parties to terminate the contract at any time with immediate effect for good cause remains unaffected.

The contractor operational services GmbH & Co. KG, hereinafter referred to as OS for short, may terminate the contract for good cause due to the following breaches of duty by the customer:

- Violation or failure to extend the non-disclosure agreement with the Volkswagen Group in due time
- failure to maintain a valid release for relevant location(s) of the customer concerning information security in accordance with the requirements of the VDA-ISA (Information Security Assessment)
- Default in payment of the contract fees

In addition, the requirements set out in § 314 German Civil Code (BGB) shall apply accordingly.

In the event of termination for cause, the technical support contract (CSN Contract) or the Remote Access contract shall be terminated accordingly. Termination shall result in the complete deactivation of the technical connection. To be effective, the termination must be in writing and must be legally signed.

## §6 Accounting

If the option "payment method quarterly" is selected, the amounts due are invoiced quarterly in advance at the beginning of the quarter of service provision. If the contract period starts within a current quarter, the amounts due for this quarter will be invoiced proportionately.

If the option "payment method annual" is selected, the amounts due will be invoiced annually in advance at the beginning of the calendar year of service provision. If the contract period starts within a current calendar year, the amounts due for this calendar year will be invoiced proportionately. In the event of termination in due time, any overpaid amounts shall be refunded.

One-time amounts as well as other services are charged immediately after realization.

All payments shall be due within 30 days from the date of invoice without deduction and shall be settled free of capital transaction costs for operational services GmbH & Co. KG. The costs for the transfer (payment transaction) shall be borne by the customer.

If a tax or duty is to be withheld or deducted from a payment to be made under this agreement, in particular so-called withholding taxes, the customer shall increase the payments to be made under this agreement by an amount that ensures that the operational services GmbH & Co. KG receives an amount corresponding to the agreed prices after this withholding or deduction.

Should the customer imperatively require a purchase order number for its internal invoicing, this shall be communicated to operational services GmbH & Co. KG in a timely manner. No or delayed provision of the purchase order number shall not constitute reasons for suspension of payment by the customer.

## §7 Pricing and price changes

The price quoted is exclusive of the VAT (value added tax) rates generally applicable at the time of invoicing and is shown in Euro (€).

## §8 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.

## §9 Cooperation obligations of the customer

The customer shall inform operational services GmbH & Co. KG without delay of all events and changes that could be of significance for the order processing. This shall include, in particular, changes in company law, name changes as well as changes in the contact person(s) and/or contact data on the part of the customer that are relevant for the contract.

The customer shall observe the security guidelines for partner companies of the Volkswagen Group, which can be found at [www.vwgoupsupply.com](http://www.vwgoupsupply.com). In particular, the customer undertakes to apply for a valid release for relevant locations concerning information security in accordance with VDA-ISA (Information Security Assessment) and to undertake to maintain confidentiality towards Volkswagen AG by applying the respective valid processes and documents.

Further Volkswagen regulations are recorded at:

<https://volkswagen-net.de/wikis/display/Security/Information+Security+Regulations+-+Regulations> ("Comprehensive guidelines and processes"). This applies to the network, IT system components and applications. These must be observed across the board!

## §10 Confidentiality of Information

operational services GmbH & Co. KG is obliged to treat the information received from the customer as strictly confidential towards third parties and to use it only for the services to be provided in accordance with this contract. No third parties within the meaning of these regulations are the Volkswagen Group and its Group companies. Should operational services GmbH & Co. KG terminate its cooperation with the Volkswagen Group with regard to the services under this contract, then operational services GmbH & Co. KG shall be entitled to forward the customer data including any personal data of contact persons at the customer to the responsible units in the Volkswagen Group.

### §11 System Service Provider

If the customer involves system service providers for its information technology, special attention must be paid to this:

When handling data, information and systems of the Volkswagen Group, the system service provider shall be obliged in accordance with the provisions of this contract, i.e. in particular to observe and comply with the confidentiality requirements and IT security guidelines for partners of the Volkswagen Group.

City, date: \_\_\_\_\_  
Customer: <Firma> <Firma2>

Zwickau, \_\_\_\_\_  
Contractor: operational services GmbH & Co. KG

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Company stamp

Company stamp

### Annex

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>