

# PDM contract for application services

Only valid in conjunction with:

CSN Contract for connection to VW partner network	<VW_Vertragsnr>
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and/or

Contract for Remote Access	
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## 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? (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).

A formal technical release of each application within the selected PDM package is granted by the relevant Volkswagen Group entity.

<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 synchronous (direct) data exchange
CONNECT	Product data management system synchronous (direct) data exchange
ECA	Engineering Center Aggregate synchronous (direct) data exchange
ZMB	Zonen-Management-Berichtssystem tool for collision analysis
Syncrofit	CAD tool for bonding technology
VW DMS	Volkswagen Dokumenten-Management-System 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.

Note: Using Volkswagen Security Regulation No. 03.01.05 (Authentication and IAM), access to secret data is only permitted using very strong authentication (Volkswagen PKI card with PIN).

## §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.

Additional services included in the cost of application support are:

- System operation of HyperKVS, CONNECT, ECA, ZMB, Syncrofit and VW DMS
- Provision of operating licenses as well as software and hardware components
- Ensuring advanced application- and user service support (2<sup>nd</sup> and 3<sup>rd</sup> level)
- Creation and provision of user documentation and system descriptions

Services out of scope:

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

Other services (e. g. comprehensive instruction of any application within a PDM package or individual trainings) are not in scope of this service but can be provided by separate contract. The hourly rate is 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 Inception of the Contract

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

### §3 Contract Data and Prices

	PDM Standard	PDM Standard PLUS	PDM Premium	
<b>Contract number</b> Filled in by the OS	<Vertragsnummer>			
<b>PDM package type</b> Please choose	<Sb>	<Ss>	<Sp>	
<b>Change of PDM package type</b> Only valid for existing contract				
<b>Price PDM package</b> Payment method: annually	€ 254 / month	€ 381 / month	€ 529 / month	
<b>Price PDM package</b> Payment method: quarterly	€ 263 / month	€ 390 / month	€ 538 / month	
<b>Payment method</b> Mark your selection	annually	<aj>	quarterly	<aq>
<b>Volkswagen Group brand(s) you collaborate with</b> 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 §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 underlying contract (CSN Contract or Contract for Remote Access) will take place.

If the OS receives the information from Volkswagen Group after which the relevant application access(es) from the viewpoint of Volkswagen Group is (are) no longer required, the operational services GmbH & Co. KG is entitled to cancel this PDM contract at any time with immediate effect.

### §5 Accounting

Choosing the "payment method quarterly" the 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.

Choosing the "payment method annually" the amounts are charged annually in advance. The invoice is rendered at the beginning of the calendar year in which the services are provided. If the contract period starts within a current calendar year, the amounts due for this calendar year are charged pro rata. In case of timely termination of the PDM contract overpaid amounts will be refunded.

One-time amounts as well as other 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 the operational services GmbH & Co. KG.

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 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.

## §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.

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>