

PDM contract for application services

Only valid in conjunction with:

network connection of the Volkswagen Group ¹⁾	
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¹⁾ Name of the connection solution used for application access

Data of the Customer (Partner of the Volkswagen Group)

Please fill in completely.

Customer ID ²⁾			
Company			
Street			
Postcode	City		Country
DUNS number			
Value added tax number	only necessary for European customers		

²⁾ will be filled in by the 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.

invoice address			
Company			
Street			
Postcode	City		Country

Contact person for invoice		invoice.		Contact person will be named in the
Surname		First name		
Telephone		E-mail		

Electronic invoice dispatch (pdf format)	Note: no dispatch as hardcopy
E-mail address	

Electronic payment reminder dispatch	Note: no dispatch as hardcopy
E-mail address	

Order number for accounting		
Is it mandatory to include your company's purchase order number on our invoices? (please mark)	Yes ³⁾	
	No	
³⁾ Purchase order number		

Contact persons at customer

Contact person for application services ⁴⁾

for organizational purpose regarding the contract details and the use of applications

Surname		First name	
Telephone		E-mail	

representative contact person for application services

for organizational purpose regarding the use of applications

Surname		First name	
Telephone		E-mail	

Additional contact person in case of mailing campaigns ³⁾

Contact person for information about maintenance and incidents as well as configuration requirements during active operation.

Surname		First name	
E-mail			

⁴⁾ Initially, only 2 contact persons will be registered. Additional contact persons can be registered at a later date by e-mail.

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 is valid subject to the following conditions being met in accordance with Volkswagen Group guidelines::

Non-Disclosure Agreement (NDA):

For provision of the application access 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 provision of the application access. 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).

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

PDM	Standard	ECA	async DA	VW DMS	
	Standard PLUS	ECA	async DA	VW DMS	HyperKVS
	Premium	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.

§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):

- 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
- Acceptance and recording of incidents / service requests at the Service Support Center of the OS
- Analysis and diagnosis for first solution of incidents as 1st level support
- Creation, classification, assignment and monitoring of incidents within a defined incident management process, also in case of forwarding to 2nd 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:
- A "Standard Plus" or "Premium" PDM contract entitles the holder to attend one classroom / on-site training course (one day and one participant per contract year) or two online training courses (eClassroom) (one participant per contract year) free of charge.
All other training courses (also for PDM package "Standard") are subject to a charge according to the price list.

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 (2nd and 3rd level)
- User documentation and system descriptions

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)

Delimitation of the scope of services:

The contract is only effective for the customer with his details under "Data of the Customer (Partner of the Volkswagen Group)". The effectiveness for other company branches requires the notification and approval of the contractor operational services GmbH & Co. KG. Effective location approvals are listed in § 12 "Locations with authorization to use the contractual service". Legally established companies within a group of companies must conclude a separate PDM contract for application services for the use of relevant applications, irrespective of technical access options by means of network routing.

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.

§2 Contractual delimitations

Missing user accounts, 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 (OS) and are not a reason for the suspension of payments.

OS provides answers to the client's requests for general information such as company master data, code of conduct, compliance with the Supply Chain Duty of Care Act, provision of sustainability certificates free of charge in the form of a master data sheet in order to fulfil the legal requirements and the establishment of a joint contractual relationship. The processing of further enquiries that go beyond the information on the master data sheet and the use of the client's online portals will be charged at an hourly rate of €100.00 per hour.

§3 Start of contract

The contract period starts with signing this contract by the operational services GmbH & Co. KG (OS).

§4 Contract Data and Prices

	PDM Standard	PDM Standard PLUS	PDM Premium
Contract number Filled in by the OS			
PDM package type Please choose			
Change of PDM package type Only valid for existing contract			
Price PDM package Payment method: annually	267,00 € / month	399,80 € / month	556,00 € / month
Price PDM package Payment method: quarterly	276,00 € / month	408,80 € / month	565,00 € / month
Onetime setup charge	195,00 €	195,00 €	195,00 €
Payment method Mark your selection	annually		quarterly
Volkswagen Group brand(s) you collaborate with Please name only brands in the context of PDM applications			

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.

Digital signatures are permitted for the signing of contracts and are used by OS. The contract document shall only be sent in paper form at the express request of the client. By default, the contract is sent digitally.

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.

§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.vwgroupsupply.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.

§12 Locations with authorization to use the contractual service

The client locations which are listed below are authorized to use the contractual service at the time the contract is concluded. The nomination of further company branches as locations with authorization of use within the meaning of the contract or modifications can be made afterwards via change notifications to the contract without the need to sign a new contract.

Later nominated or changed locations can only become effective as authorized locations of the contract if the framework conditions of the Volkswagen Group for these locations are verifiably fulfilled and the use of the applications has been approved by the Volkswagen Group

Company	Street	Country	DUNS

City, date: _____ Zwickau,
 Customer: _____ 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>

Price list <https://www.operational-services.de/en/supplier-solutions/csn/download-center>