

# Standard Aimtec Company Conditions

## Terms and Conditions for the Operation and Provision of the EDI Service on the aimtec.cloud Platform

### 1 Introductory provisions / Contract structure

- 1.1 These Sub-conditions for the Operation and Provision of the EDI service form a supplement to and particularize the Terms and Conditions for the Operation and Provision of the aimtec.cloud Service in connection with the specific utilised solutions running on the aimtec.cloud platform as follows:

### 2 Definition of functionality

- 2.1 The Service is understood herein to mean the operation and provision of a solution for EDI communication.
- 2.1.1 The basic fee for the service with Medium-level support
- (1) Provision of the Service at a guaranteed availability level of 99.5%, with the service running nonstop in 24/7 mode. The Service is considered to be available if the processing time for production messages does not exceed 60 minutes.
  - (2) Nonstop active monitoring of the service
  - (3) A guaranteed response time of 8 hours during the Supplier's standard business hours for the resolution of the following situations:
    - (a) Incidents caused by non-functioning communication at a Partner of the Customer (we typically inform the Customer of problems that arise at their Partner).
    - (b) Service Requests.
    - (c) Change Requests.
- 2.1.2 Extended High-level support
- (1) Above and beyond the support defined in Article 2.1.1, Incident-resolution support is provided with a response time of 2 hours within a nonstop 24/7 mode.
- 2.1.3 24/7 Project Management is an expansion of the service to include Change Requests, or provision of Service outside of the Supplier's standard business hours.
- 2.1.4 TSB Generator means the provision of the TSB Generator functions as a Service for deliveries to VW Group.
- 2.1.5 The communication-standard fee is per communication standard ordered (typically AS2, OFTP2, VAN, RosettaNet, https and others) and is charged as a fixed monthly amount independent of the number of Partners who use the given standard.
- (1) For the VAN standard, a limit to bidirectionally transmitted data in the amount of 10 MB per calendar month applies above and beyond the conditions stated above. After that limit has been exceeded, the fee is charged again automatically, with the same limit (10 MB) for the transferred data.
- 2.1.6 Partner Fee
- (1) A Partner is understood here to mean one Location for a partner in business (supplier or client) of the Customer.
  - (2) A Location is each physical location of a partner in business that has its own address assigned, i.e. a city, street, and street address in accord with the Territorial Identification Address Register.
  - (3) If the Partner is a member of a Business Corporation communicating using shared communication nodes (for example a central EDI server of that Business Corporation) that subsequently separately distributes data from nodes out to individual Locations of the Business Corporation, the resulting Partner count corresponds to the number of this Business Corporation's communication nodes.
    - (a) The term Business Corporation is understood herein to mean a group of companies in which the parent company directly and/or indirectly holds at least a 51% share.
  - (4) If a single EDI-services provider is used for multiple partners in business, it is not permitted to count all these as a single Partner.
- 2.2 Activation of the Service
- 2.2.1 Activation – basic configuration – is the creation of profiles and accounts needed within the Service and EDI.

- 2.2.2 Integration with the information system means the definition of in-house formats, Customer specifics, the method of connection between aimtec.cloud and the Customer's Information System, development and testing.
- 2.2.3 The configuration of communication is billed during the setup of EDI communication with a Partner over a particular communication channel.
- 2.2.4 The process (typically Call-offs, JIT Call-offs, ASN, Invoice, SBI Invoice, Order Reports, Stock Statuses, Confirmations and more) is billed one-off during its setup. The configured process is used for the processing of the customer's data (format change, sending, specific operation execution), and it is always tied to a specific partner and its communication session. Every partner communication session uses its own process.
  - (1) Configuration of a process includes the creation of a mapping for a requested export/import and / or routing setup to Specification.
  - (2) A Specification is understood to mean a message description from the customer, or the provision of sample files.
  - (3) Access to two consultant-hours for testing and comments is included within each process supplied.
  - (4) Services above and beyond this configuration process are billed at the hourly rate.
- 2.3 The standard functionality can be expanded to include items listed in the Service's Price List and can be further specified in the proposal document.