

# Aimtec Standard Terms

## Specific Terms for the Operation and Provision of the Aimtec Integration Platform – EDI Service within the aimtec.cloud

### 1 Introductory Provisions

- 1.1 These Specific Terms for the operation and provision of the Aimtec Integration Platform – EDI in the aimtec.cloud (for the purposes of this document, the “**EDI Terms**”) form an integral part of Aimtec’s Standard Business Terms, and further supplement and clarify them for the purposes of operating and providing the Aimtec Integration Platform service. These EDI Terms, together with the GBT, the Budget, the Specific Terms – Service Level Agreement for Services provided via aimtec.cloud (“**SLA Terms**”), and any other applicable Specific Terms, constitute the Contract. Unless expressly stated otherwise in these EDI Terms, the provisions of the GBT and the relevant SLA Terms shall apply.
- 1.2 In the event of any discrepancy between individual documents, the following order of precedence applies: first the provisions of the Contract (as defined in the GBT), then these EDI Terms, then the SLA Terms, then other Specific Terms, and finally the GBT. Capitalized terms not defined in these EDI Terms have the meaning assigned to them in the GBT.

### 2 Definition of Terms

Terms defined in the Contract, the GBT, and in the SLA Terms have the meaning given to them in those documents, unless expressly agreed otherwise herein.

#### 2.1 Aimtec Integration Platform - EDI

It means the operation and provision of EDI communication as a service in the *aimtec.cloud* environment.

#### 2.2 Message

Means human-readable or machine-readable electronic document relating to ordering, purchasing, invoicing, logistics, etc., including all related acknowledgements.

#### 2.3 Partner

2.3.1 A supplier, customer, or other business partner of the Customer with whom the Customer exchanges Messages;

2.3.2 A Partner may also be an organizational or other unit of the Customer involved in Message exchange, or a specific information system, application, or Customer employee.

#### 2.4 Production Message

A Message processed by the Process in the production operation.

#### 2.5 Test Message

A Message meeting at least one of the following:

2.5.1 it has not been received into the Production environment of the Aimtec Integration Platform, or

2.5.2 it contains a testing flag (e.g., a designated data-field value, filename marking, specific transmission parameter), or

2.5.3 it belongs to a Process not yet handed over into production operation, or

2.5.4 it serves to verify connectivity, Customer or Partner’ Endpoint availability, or to verify the processing on the Aimtec Integration Platform.

#### 2.6 Production Environment

It is used for the exchange of Production Messages between the Customer and its Partners.

#### 2.7 Test Environment

2.7.1 Not used for the exchange of Production Messages;

2.7.2 Messages from the Customer’s Test Environment are processed in the Aimtec Integration Platform’s Test Environment;

2.7.3 The Customer ensures routing of Messages from its Test Environment to the Aimtec Integration Platform’s Test Environment.

#### 2.8 Activation/Basic Setup

Creation of Customer profiles and accounts required for provision of the Aimtec Integration Platform.

#### 2.9 Integration with the information system

Definition and consent on Message formats and Customer specifications, communication method between the Aimtec Integration Platform and Customer information system, and implementation thereof.

- 2.10 **Incoming Message**  
A Message received at the Endpoint of the Aimtec Integration Platform.
- 2.11 **Outgoing Message**  
A Message created by the Process in the Aimtec Integration Platform and it is intended to be handed over to the Endpoint of the Aimtec Integration Platform.
- 2.12 **Conversion**  
The transformation of a Message from one format into another.
- 2.13 **Connection with EDI Partner**  
(hereinafter as the „**Connection**“) it is the communication defined by specific parameters and it is used for the data transmission from the Customer to the Partner and/or from the Partner to the Customer.
- 2.14 **Extension of an existing Connection (Connection Duplication)**  
Setting up the Connection with another Endpoint at the existing Connection
- 2.14.1 HTTPS – new path at the same URL address,  
2.14.2 FTP – new user or folder at the same destination server,  
2.14.3 OFTP2 – new routed station (new SFID) on the same gateway (same SSID),  
2.14.4 AS2 – new AS2 ID on the same AS2 address.
- 2.15 **Process**
- 2.15.1 A configured Process serves to process transmitted Messages (format transformation, sending, execution of specific operations) and is always linked to a specific Partner and its Connection.
- 2.15.2 The configuration of Message routing and the creation of a Conversion into the required export/import according to the Specification agreed in the Contract form part of the Process configuration.
- 2.15.3 Specification means a description of the Message provided by the Customer and/or the delivery of sample files covering all required Processes including their variants.
- 2.15.4 A Process enters Routine Operation after being approved by the Customer.
- 2.15.5 One Process may not be shared by multiple Connections.
- 2.16 **Endpoint**  
An Endpoint is the endpoint of the respective connector (OFTP/2, AS2, HTTP/S) on the side of the Aimtec Integration Platform, or on the side of the Customer or a Partner and is identified by a DNS name or IP address. The list of Endpoints is included in Annex 1 to these EDI Terms.
- 2.17 **Communication Protocol**  
A Communication Protocol is a convention or standard according to which electronic communication and data transmission take place between the Endpoints of the Customer and its Partners.
- 2.18 **TSB Generator**  
The TSB Generator is a tool used for generating forms and labels for deliveries to the VW Group (Volkswagen Group with headquarters in Wolfsburg, Germany). If the TSB Generator is installed, at the Customer's request, in an environment other than the environment of the Aimtec Integration Platform, the Supplier does not guarantee its error-free operation.
- 2.19 **Aimtec Integration Platform Connector**
- 2.19.1 It serves for integration with the Customer's systems.  
2.19.2 It writes data (data flow towards the Customer) into mutually agreed import structures.  
2.19.3 It reads data (data flow from the Customer) from mutually agreed export structures.
- 2.20 **Prioritization**  
Prioritization enables the prioritized processing of Messages in selected Processes of the Customer.
- 2.21 **Test Portal**
- 2.21.1 The Test Portal is a tool for simulating the receipt of a Test Message from a Partner into the Test Environment of the Aimtec Integration Platform.  
2.21.2 Its purpose is to verify the processing of the Test Message in the Aimtec Integration Platform, including integration into the Customer's ERP system.
- 2.22 **Process Duplication**  
Process Duplication means creating a copy of an existing Process on another Connection with an EDI Partner without the need for testing.
- 2.23 **File Transfer**  
File Transfer is a Process used for transferring Messages in an unchanged format without the need for Conversion or testing.
- 2.24 **Request for Service**  
Request for Service is a formal request by the Customer for the provision of the Service
- 2.25 **Change Request**  
A Change Request is a formal request/proposal by the Customer to implement a change in the configuration of the information system.
- 2.26 **Incident**  
An Incident is an unplanned interruption or reduction in the quality of an IT service that was functional before the outage, or an event that has the potential to affect an IT service.

### **3 Fees**

#### **3.1 Professional Services**

- 3.1.1 Professional Services are charged upon creation of the respective configuration in the Aimtec Integration Platform, unless stipulated otherwise.
- 3.1.2 Integration with the Information System is charged after the connection between the Aimtec Integration Platform and the Customer's Information System is established.
- 3.1.3 Setting up a Connection with an EDI Partner is also charged if the configuration of an existing Connection with an EDI Partner is changed.
- 3.1.4 Process
  - 3.1.4.1 A maximum of two hours of a consultant's capacity for testing and comments is available for each delivered Process;
  - 3.1.4.2 Services exceeding the scope defined in point (1) are charged at the hourly rate agreed in the Contract.
- 3.1.5 Process Duplication  
In this case, the Supplier does not provide any consultant capacity for testing or comments on Message content within the Price.
- 3.1.6 File Transfer  
In this case, the Supplier does not provide any consultant capacity for testing or comments on Message content within the Price.

#### **3.2 Recurring Fees**

- 3.2.1 Communication Protocol
  - 3.2.1.1 Use of a Communication Protocol is charged as a fixed monthly fee, regardless of the number of Connections using the given protocol;
  - 3.2.1.2 For the VAN Communication Protocol, in addition to the conditions above, a limit of 10 MB of bidirectionally transferred data per calendar month applies. Data transferred above this limit is charged according to the current Price List.
- 3.2.2 Connection with an EDI Partner
  - 3.2.2.1 A fee for a Connection with an EDI Partner is charged for each configured Connection with an EDI Partner;
  - 3.2.2.2 If the same EDI service provider is used for multiple business Partners, fees are charged for the Connection with each Partner.
- 3.2.3 Process  
A fee is charged for each Process configured in the Production Environment.
- 3.2.4 Support Levels  
The Aimtec Integration Platform is offered with three Support Levels – see Article 4 Support.
- 3.2.5 TSB Generator  
The fee covers the provision of TSB Generator functionalities as a Service.
- 3.2.6 Aimtec Integration Platform Connector
  - 3.2.6.1 The Aimtec Integration Platform Connector has two Support levels:
    - (a) **Basic** – for the direction from the Aimtec Integration Platform to the Customer's Information System, the Supplier monitors every transaction in the Aimtec Integration Platform and proactively reacts in case an error is detected. For the direction from the Customer's Information System to the Aimtec Integration Platform, the Supplier reacts to errors reported by the Customer via the ServiceDesk (SED).
    - (b) **Extended** – in addition to the Basic level, the Supplier proactively verifies the availability of the Aimtec Integration Platform Connector. If a problem is identified, the Supplier contacts the Customer and, in cooperation with the Customer, performs analysis and remediation.
  - 3.2.6.2 The Reaction Times are derived from the purchased Support Level of the Aimtec Integration Platform.
- 3.2.7 Process Prioritization  
A fee is charged for each Process configured in the Production Environment.
- 3.2.8 Test Portal  
A fee is charged for access to and the ability to use the Test Portal.
- 3.3 The Support Fee is invoiced from the date of signing the Contract.

### **4 Support**

- 4.1 Support is provided only for Production Messages.
- 4.2 Aimtec Integration Platform with Standard Support level
- 4.2.1 Provision of the Aimtec Integration Platform with a guaranteed Reaction Time of 8 hours during the Supplier's Standard working hours for resolving the following situations:
  - (a) Incidents,
  - (b) Service Request,
  - (c) Change Request.
- 4.2.2 Continuous active monitoring of the Aimtec Integration Platform.
- 4.3 Aimtec Integration Platform with Advanced Support Level  
Beyond the scope of Support defined in paragraph 4.2, Support is provided for resolving Incidents with a Reaction Time of 4 hours, within the regime 6:00 – 22:00 during the Supplier's Standard working hours.
- 4.4 Aimtec Integration Platform with Premium Support Level

Beyond the scope of Support defined in paragraph 4.2, Support is provided for resolving Incidents with a Reaction Time of 2 hours, within a continuous 24/7 regime.

#### 4.5 Hypercare

Hypercare is intensive monitoring of Processes that have newly been handed over into production operation. The service is optional.

4.5.1 The Reaction Time for a Process covered by Hypercare is max. 2 hours

4.5.2 The Service is charged according to the hourly rate agreed in the Contract.

4.5.3 The minimum duration of Hypercare is 4 hours.

4.5.4 A surcharge of 100% of the hourly rate applies for monitoring provided outside the Standard working hours pursuant to the GBT.

### 5 Availability

#### 5.1 Availability of the Aimtec Integration Platform

5.1.1 The Aimtec Integration Platform is provided with an Availability of 99.9% of the total monthly time capacity and operates continuously in a 24/7 regime.

5.1.2 The Aimtec Integration Platform is considered available when it is capable of receiving Production Messages from a Partner or the Customer at all Endpoints of the Production Environment used by the Customer, and when each Message is processed within the defined time.

5.2 Further specifications for determining availability for individual types of Endpoints are contained in Annex 1 "Endpoints of the Aimtec Integration Platform" to these EDI Terms.

### 6 Message Processing Time

6.1 At least 99% of the total number of Incoming Production Messages are processed within 60 minutes.

6.2 100% of Incoming Production Messages are processed no later than within 24 hours.

6.3 The 60-minute period does not apply to Messages whose Process consists of multiple steps that follow one another (e.g., merging of several Messages), or which include a requested delay of the Message before its further processing.

6.4 The 60-minute and 24-hour periods do not apply to Messages that cannot be processed for reasons beyond the Supplier's control (e.g., corrupted file, data error, non-compliant structure).

6.5 The processing time of a Production Message is calculated from the moment of successful receipt of the Message at the Endpoint of the Aimtec Integration Platform until the first attempt to send it from the Aimtec Integration Platform, provided that the Aimtec Integration Platform is functional and available.

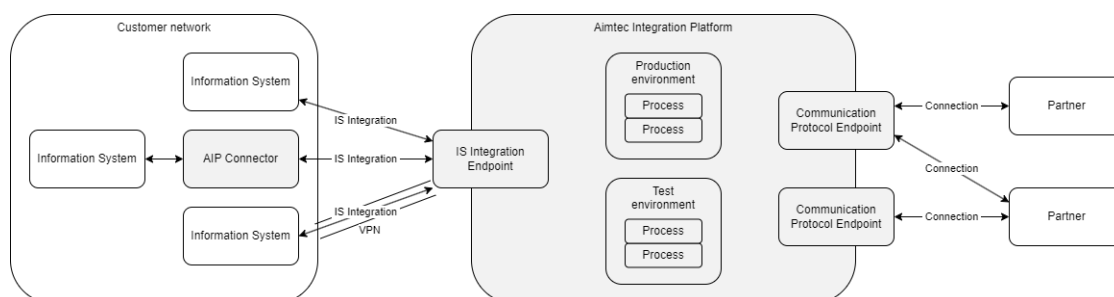
6.6 The method of calculating the Message Processing Time for individual types of Endpoints is further specified in Annex 1 "Endpoints of the Aimtec Integration Platform" to these EDI Terms.

### 7 Additional Provisions

7.1 Processed Messages are retained for a minimum period of 6 months.

7.2 The Supplier does not assume responsibility for erroneous Messages and does not assume liability for any penalties related to material issue slips.

7.3 A simplified diagram of the Aimtec Integration Platform.



### 8 Termination of a Component

8.1 The Supplier has the right to terminate the provision of components of the Aimtec Integration Platform with a notice period of three (3) months, if necessary for technical or economic reasons.

8.2 The Customer has the right to terminate the use of components of the Aimtec Integration Platform by written notice, effective as of the first day of the month following the month in which such notice was delivered to the Supplier.