COFINITY-X FRAMEWORK AGREEMENT ACTIVE PARTICIPANTS

This Framework Agreement (hereinafter "**Agreement**") which is agreed between Cofinity-X GmbH whose registered address is Breslauer Platz 4, D-50668 Cologne, Germany, (hereinafter "**Cofinity-X**") and the Customer (hereinafter Cofinity-X and Customer hereinafter also individually referred to as "Party" and together as "**Parties**") governs the registration for and access to the portal of Cofinity-X (hereinafter "**Cofinity-X Portal**") and the provision of related services.

PREAMBLE

(A)   Cofinity-X is one of the first operating companies with the overall aim to provide digital applications and services for the secure exchange of data throughout the entire automotive value chain. To this end, the Cofinity-X Portal, on which users, such as data providers or data consumers (hereinafter "**Participants**"), third-party application providers (hereinafter "**App Providers**") and third-party service providers (hereinafter "**Service Providers**"; Participants, App Providers and Service Providers hereinafter collectively "**Users**") can register themselves in order to use the Cofinity-X Portal and to procure certain core services as described in <u>Annex 1</u> (hereinafter "**Core Services**") from Cofinity-X (hereinafter "**Initial Registration**").

(B)   Following the Initial Registration, a User may - among others - conclude additional agreements with Cofinity-X in order to obtain certain optional core services, enablement services, consultancy services and/or digital applications (hereinafter collectively "**Optional Services**"; together with Core Services hereinafter "**Cofinity-X Services**") on the Cofinity-X Portal.

(C)   Furthermore, App Providers and Service Providers (hereinafter collectively "**Third-Party Providers**") will also offer digital business applications (hereinafter "**Third-Party Apps**") and digital services such as enablement services and consultancy services (hereinafter "**Third-Party Services**", Third-Party Apps and Third-Party Services hereinafter collectively "**Third-Party Solutions**") on the Cofinity-X Portal to the Participants.

(D)   These Cofinity-X Services and Third-Party Solutions will allow the Participants to - among others - exchange business data with selected other Participants ensuring the use of pre-defined standards to enhance efficiency, usability and accuracy of the data exchange. In this context, the reliability-and-transaction security, the authenticity of the Participants as well as the accuracy, completeness, consistency and up-to-dateness of certain data surrounding the Participants are of utmost importance.

(E)   Customer is interested in obtaining the Core Services specified in <u>Annex 1</u> from Cofinity-X, whereby the Parties have the common understanding that any other Optional Services are subject to further separate agreements between the Parties.

1.   Object of the Agreement

1.1   Subject to the Initial Registration, Customer has to register itself on the Cofinity-X Portal as described in Section 3 and shall obtain Core Services from Cofinity-X as described in Section 4. Cofinity-X will admit Customer to the Cofinity-X Portal for the terms set out in Section 3 enabling the latter to explore available options and procure Optional Services and Third-Party Services.

2.   Catena-X

2.1   Catena-X Automotive Network e.V., Reinhardtstr. 58, D-10117 Berlin, Germany (hereinafter "**Catena-X**"), as the originator of the underlying data ecosystem of the Cofinity-X Portal and related services, will set cross-industry standards as part of the governance framework, which shall become binding for each User of the Cofinity-X Portal per incorporation as set out below.

2.2   Furthermore, Catena-X has obliged Cofinity-X to comply with and contractually obligate its contractual partners to comply with various rules, including certain restrictions in connection or relation to Brazil.

3.   Registration and Cofinity-X Account

3.1   The use of the Cofinity-X Portal including any Cofinity-X Service and/or Third-Party Solution offered thereon is exclusively intended for transactions between businesses (B2B). Consequently, only individuals acting for and on behalf of entrepreneurs pursuant to Sec. 14 German Civil Code *[Bürgerliches Gesetzbuch]* may be admitted to use the Cofinity-X Platform.

3.2 Application Process

(a) Customer may receive an invitation from Cofinity-X initiated by another User via a "Business Partner Invite", contact Cofinity-X directly, or start the registration process and create its user account on Cofinity-X's website (hereinafter "**Account**").

(b) Following this, Customer shall - among others - provide its company data (hereinafter "**Account Contact**") as requested in the registration process. This may include organization address, country identifier and roles. Cofinity-X has the right to reject incorrect data submitted during the application request.

(c) Cofinity-X will create a business partner number (hereinafter "**BPN**") and generate a managed identity wallet for Customer - both Core Services are specified in **Annex 1** - and add the verified credentials to Customer's managed wallet. The process described above will usually take two (2) Working Days.

(d) After successful verification and validation, Customer will receive a confirmation email from Cofinity-X containing the BPN issued and assigned to Customer by Cofinity-X, with which Customer can connect to the Cofinity-X platform and proceed with further technical onboarding. The Agreement is not concluded until the confirmation email has been sent.

(e) There is no right to get admitted; Cofinity-X reserves the right to refuse any registration application at its own discretion.

3.3 The Account is not transferable.

3.4 Customer will (a) ensure that the transmitted information is correct or will be corrected if incorrect, (b) carefully store its personal access data and password and protects them from unauthorized disclosure and access, (c) refrain from attempting to access the Cofinity-X Portal by any other means and/or using a second or false identity or access data of another individual in connecting with the Cofinity-X Portal. Should the Customer suspect that any unauthorized disclosure of and/or access to its personal access data or password has occurred, Customer will immediately change its password and to notify Cofinity-X accordingly.

3.5 Customer is responsible for all acts occurring under its Account including, in particular, any procurement of Cofinity-X Services, order placed, declarations made or transactions effected, and for all liabilities or other consequences arising therefrom. Customer acknowledges and agrees that any person submitting declarations, notifications or orders to Cofinity-X or any other User via Customer's Account is acting on behalf of Customer and has the legal authority to Customer accordingly.

3.6 Should Cofinity-X become aware that the Account Contact is used in connection with a violation of applicable laws, rights of other Users, rights of third parties and/or the provisions of this Agreement, Cofinity-X may (a) warn Customer, (b) temporarily or permanently suspend individual Customer content, (c) temporarily or permanently suspend the affected Account, (d) inform affected rights holders and/or (e) take other appropriate counter-measures. Any person whose account has been temporarily or permanently suspended must not use the Cofinity-X Portal via another existing or newly created Account.

4. Provision of Core Services

4.1 Cofinity-X grants to Customer for the term of this Agreement a non-exclusive and non-transferable and (with the exception of use in and in connection to Brazil) territorially unrestricted right to use the Core Services specified in **Annex 1** in accordance with the standards of Catena-X as published on the Catena-X website.

4.2 Cofinity-X will take care that any Core Services provided under this Agreement are either Catena-X certified or subject of an ongoing certification process by Catena-X.

4.3 Core Services always exclude (a) the provision of any software or services not subject to this Agreement (including applications or on-premise software provided by Third-Party Providers) even if they interoperate with the Core Services and (b) any hardware intended for the connection of devices, systems, or other equipment for the Cofinity-X Portal.

4.4 The use of the Cofinity-X Platform and the Core Services is not subject to any limitation of scope, however, Cofinity-X may narrow such use to protect the operational stability of the Core Service and the Cofinity-X Portal.

4.5 Customer is not entitled to rent, lease or otherwise commercially dispose the Core Services to third parties. Customer undertakes to maintain all proprietary notices being contained in the Core Services such as copyright and other legal notices without any changes.

4.6 In order to use the Cofinity-X Portal or any Core Services, the Customer must comply with the system requirements set out in **Annex 1**. Customer alone shall be responsible for ensuring to comply with technical and system requirements for the use of the Cofinity-X Portal and the Core Services, including a sufficient internet connection for access to and use thereof and the compatibility of Customer's system environment with the Cofinity-X Portal and the Core Services.

5. Use of the Cofinity-X Portal

5.1 Cofinity-X Services and Cofinity-X Portal comply with the service levels in accordance **Annex 2**.

5.2 Cofinity-X operates a help desk service to handle and remedy possible issues relating to the functioning and performance of the Cofinity-X Portal and the Cofinity-X Services as specified in **Annex 2**. Customer may notify Cofinity-X of issue perceived as specified in such **Annex 2**.

5.3 Users may exchange data on the Cofinity-X Portal on a bilateral basis. Cofinity-X has neither access to this data exchange, nor is Cofinity-X involved in the creation or conclusion of the underlying data exchange agreements.

5.4 Customer represents and warrants to (a) use the Cofinity-X Portal (or parts thereof) exclusively within the scope of Customer's own business purposes, (b) use the Cofinity-X Portal exclusively in accordance with the terms of this Agreement, (c) not take any actions that impair or interfere with the integrity or performance of the Cofinity-X Plat-form (or parts thereof) or third-party content and (d) not introduce harmful code into the Cofinity-X Portal, including but not limited to viruses, Trojan horses, worms, time bombs, cancel bots or other computer programs that may damage, interfere with, surreptitiously intercept or steal systems, programs, data or personal data.

6. Use of Third-Party Solutions

6.1 Customer may procure Third-Party Solutions from Third-Party Providers acting in its own name and for its own account. Any such Third-Party Solution will be obtained on the basis of an individual Third-Party Contract to be separately concluded in each case. Cofinity-X will take care that any Third-Party Solution being available on the Cofinity-X Portal is Catena-X certified in accordance with the provisions of Section 6.4.

6.2 By solely operating the Cofinity-X Portal as owed to Customer under this Agreement, Cofinity-X does not become a party to any Third-Party Contract, the conclusion and execution of which is the sole responsibility of the respective parties.

6.3 Customer acknowledges and agrees that (a) Cofinity-X does not assume any obligation or responsibility in connection with the use of any Third-Party Solution offered by a Third-Party Provider whether or not being designated as admitted, certified or otherwise, (b) the use of any Third-Party Solution may enable the Third-Party Provider to collect and use data on or relating to Customer and (c) any objection, claim and/or dispute arising in connection with the execution of a Third-Party Contract is solely a matter to be solved between the respective parties to the underlying Third-Party Contract. The customer has no claim against Cofinity-X for a specific Third-Party Solution.

6.4 A Third-Party Provider shall certify its Third-Party Solutions according to the standards released by Catena-X as made available under https://catena-x.net/de/standard-library.

7. Test environment

7.1 Cofinity-X will provide Customers with a test account for a test environment to verify functionalities, test data exchanges with other Users based on test data and explore the Cofinity-X Portal.

7.2 The test environment is a separate and fully isolated instance of the Cofinity-X Portal including the portal, marketplace, and core services. Customer may test and configure customer specific enablement services and business applications that have not achieved Catena-X certification but must upon Cofinity-X request provide written proof that Customer is already in contact with an officially designated Catena-X Certification Assessment Body to prepare a certification.

7.3 Cofinity-X does not warrant that a particular marketplace, services or application will be available on the test environment. Customer acknowledges and agrees that the test environment is not subject to any service levels, service credits or help desk services as specified in **Annex 2**.

8. Fees

8.1 During the term of this Agreement, Customer undertakes to pay the fees as set out in **Annex 3**.

9. Warranty

9.1 Cofinity-X warrants to render the Cofinity-X Services free from material defects. Material defects are deviations from the product specification, - among others - in the accompanying documentation, to the extent such deviations significantly impair the value of the Cofinity-X Services or their fitness for ordinary use as described therein. Should Customer become aware of any issue which could qualify as material defect, Cofinity-X will process and remedy such issue per its help desk as set out in **Annex 2**. If such an attempt to remedy is not successful, and if such an attempt also fails within a further reasonable time limit to be set by Customer, and if, furthermore, Cofinity-X does not provide an interim solution, then Customer may, without prejudice to possible claims for damages, reduce (lower) the fee or terminate this Agreement.

10. Liability

10.1 Cofinity-X shall be fully liable for damages caused (a) by willful misconduct [*Vorsatz*] or gross negligence [*grobe Fahrlässigkeit*], (b) if a defect has been maliciously concealed, (c) if a specific condition has been guaranteed, (d) for damages based on the German Product Liability Act [*Produkthaftungsgesetz*] as well as (e) for physical injuries to life, body or health.

10.2 Cofinity-X is solely liable for other damages if an obligation has been violated which is essential to the proper performance of this Agreement or compromises attainment of this Agreement's purpose and on compliance with which Customer may rely as a matter of course (so-called cardinal duty). Such liability is limited to damages caused here-by that are typical and foreseeable based on the agreed use of the Cofinity-X Services and the Cofinity-X Portal.

10.3 In case of Section 10.2, the liability is restricted to an amount twice that of the fees paid under this Agreement in the respective calendar year.

10.4 Legal representatives, employees and vicarious agents of Cofinity-X shall not liable to any greater extent, than Cofinity-X itself under this Section 10.

11. Term

11.1 This Agreement enters into effect upon conclusion by the Parties (hereinafter "**Effective Date**"). Unless otherwise agreed between the Parties, this Agreement's minimum term is twelve (12) months to the end of a month ("**Minimum Term**") and shall automatically renew for an extension term of twelve (12) months, until either Party terminates [*ordentliche Kündigung*] this Agreement three (3) months before the expiration.

11.2 The Parties intend that the termination rights set out in this Agreement are sole termination rights of each Party and only additional mandatory termination rights continue to apply.

11.3 Cofinity-X may in particular terminate this Agreement for cause [*Kündigung aus wichtigem Grund*] if Customer

(a) has (i) materially breached this Agreement, any material part of this Agreement or any of its material obligations under this Agreement and (ii) failed to cure such breach upon thirty (30) calendar days commencing upon receipt by Customer of a written notice from Cofinity-X, provided that the notice requirement shall not apply if the breach is not capable of being cured or Customer has refused to cure it; or

(b) is unable to pay its debts or if insolvency proceedings are initiated against Customer.

11.4 Customer may terminate this Agreement for cause [*Kündigung aus wichtigem Grund*] if Cofinity-X has (i) materially breached this Agreement in such way that Customer cannot reasonably be expected to continue this Agreement with Cofinity-X and (ii) failed to cure such breach upon thirty (30) calendar days written notice.

11.5 Any declaration of termination has to be made in writing in order to be valid.

11.6 Sections 8 and 14 as well as Customer's obligation to pay all due amounts as of the date of termination, shall survive termination of this Agreement.

12. Amendment of this Agreement

12.1 Furthermore, Customer acknowledges and agrees that Cofinity-X provides Cofinity-X Services and services in connection with the Cofinity-X Portal in a multi-user environment and must therefore reserve the right to modify and discontinue such services:

(a) Cofinity-X may modify Cofinity-X Services or the Cofinity-X Portal as defined in **Annex 1** at any time without degrading its functionality or security features.

(b) Cofinity-X may degrade the functionality of Cofinity-X Services or the Cofinity-X Portal as defined in **Annex 1** or discontinue them in case of

(1) mandatory legal requirements,

(2) changes in such services imposed by Cofinity-X subcontractors,

(3) the termination of a contractual relationship with a provider of software and/or services used by Cofinity-X, which are material for the provision of such services provided by Cofinity-X, and/or

(4) security risks.

(5) Cofinity-X will notify Customer of any material degradation of functionality or the discontinuation and the effective date at least ninety (90) days prior to such change by sending a revised **Annex 1**. This does not apply to security risks where third parties may gain access to the Customer's data, the Cofinity-X Portal or Cofinity-X Services.

(c) Customer may terminate modified services respecting a thirty (30) days period prior to the change effective date. Otherwise, Customer is deemed have consented to such change. In the event of such termination or discontinuation of any of such services, Cofinity-X will refund any prepaid amounts on a pro-rata basis for the remaining term subject to Section 11.

12.2 Cofinity-X is not obligated to support and maintain prior versions of the Cofinity-X Portal or a Cofinity-X Service.

13. Regulatory Requirements

13.1 Customer acknowledges and agrees that the use of the Cofinity-X Portal and Cofinity-X Services for any entity being registered or located in Brazil or its respective purposes is prohibited and undertakes not to involve an Account Contact being located in Brazil. Customer therefore acknowledges and agrees to implement the mentioned measures ("Dos") and avoid the prohibited actions ("Don'ts") applicable to it in each case as specified in **Annex 4**.

13.2 Customer acknowledges and agrees to comply with the legal framework of this Agreement and applicable law (in particular the provisions of the EU Data Act, competition law and antitrust law). Customer acknowledges and agrees for the benefit of Catena-X [*Vertrag zugunsten Dritter*] to comply with the governance framework and the respective set of industry standards set forth by the Catena-X association, including but not limited to the current and applicable

(a) cross-industry standards released by Catena-X association (https://catenax-ev.github.io/docs/standards/overview) and in accordance with the considerations set out in Section 2.1;

(b) "Operating Model" of Catena-X as published on the Catena-X's website (https://catenax-ev.github.io/docs/operating-model/why-introduction);

(c) "Governance Framework for Dataspace Operations" as published on the Catena-X's website (https://catenax-ev.github.io/docs/regulatory-framework/governance-framework) including the respective Catena-X use case frameworks; and

(d) the "Ten Golden Rules" of Catena-X as published on the Catena-X's website (https://catenax-ev.github.io/docs/24.03/regulatory-framework/30000ft/ten-golden-rules).

13.3 Catena-X is entitled to modify the requirements from time to time for ensuring and/or improving the proper functioning of the underlying data ecosystem. Customer shall be informed by Cofinity-X about any changes reasonably in advance. Customer's right of termination pursuant to Section 12.1 shall apply accordingly.

13.4 The Parties shall process personal data in the meaning of Art. 4 no. 1 GDPR in accordance with all laws and regulations applicable to the processing of personal data, in particular the EU General Data Protection Regulation 2016/679 (GDPR), the German Data Protection Act [*Bundesdatenschutzgesetz*] and the German Telecommunications Digital Services Data Protection Act [*Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz*].

14. Confidentiality, Information Security

14.1 "**Confidential Information**" means all information in any form the disclosing Party directly or indirectly discloses to the receiving Party before, on, or after the date of this Agreement, including all documents, notes and other tangible or intangible records to the extent they contain or are generated based upon such information including: information relating to the business, operations, systems, data, use cases, processes, procedures, policies, products, services, inventions, trade secrets, know-how, contracts, licenses, finances, plans, strategies or to current, former or prospective clients, customers, personnel, partners or suppliers; regardless of whether or not such information (a) is marked as confidential, described or otherwise recognizable as such, and (b) has a particular commercial value from the point of view of the receiving Party. Confidential information does, however, not include information which (i) is, at its disclosure, already in the other Party's legitimate possession, (ii) is or later becomes generally available to the public, except through a disclosure by the other Party breaching any undertaking under this Agreement, (iii) is or becomes available to the other Party from a third party being entitled to disclose it without restriction, or (iv) is independently developed by the other Party without using the Confidential Information. The Party invoking any such exception bears the burden of proof.

14.2 In relation to the other Party's Confidential Information, the Parties undertake to (a) keep it strictly confidential, not to disclose any of it to any third party without the other Party's prior written consent, (b) use or process it solely in connection and for the purpose of this Agreement, (c) keep it separately and recognizably belonging to the disclosing Party's business, and (d) reproduce it only to the extent necessary and clearly mark such reproductions as confidential information. Both Parties further undertake to disclose it only to those of their representatives who reasonably need to know such Confidential Information and who have, prior to gaining access, accepted in writing confidentiality obligations providing a similar level of protection.

14.3 If required (a) by mandatory law or regulations (including without limitation the obligations of a provider of data processing services under the European Data Act), or (b) by court or governmental order to disclose any Confidential Information of the disclosing Party, the receiving Party shall only disclose it to such particular third party and only to the extent required. Prior to such disclosure, to the extent legally permissible, the receiving Party shall provide the other Party with prompt notice of such requirement, keep it informed and provide the opportunity to seek protective measures against any such disclosure. The receiving Party shall inform the other Party immediately of any an actual or imminent unauthorized disclosure, take all reasonable steps to retrieve such Confidential Information and protect it from further disclosure, if necessary with the assistance of the disclosing Party. In addition, Cofinity-X is entitled to disclose the prices to a sales partner (e.g. Onboarding Service Provider) if the customer was referred by such sales partner.

14.4 After termination of this Agreement, the receiving Party shall destroy and delete all tangible and intangible Confidential Information of the disclosing Party in its possession, including all copies and relating notes thereof without undue delay. Upon request, the receiving Party shall confirm in writing such destruction and deletion within six (6) weeks. Sentence 1 does not apply to the extent a receiving Party is required under mandatory applicable laws or regulations (including auditing requirements arising from statutory law and/or articles of association a receiving Party may be exposed to) to keep copies of the other Party's Confidential Information. If the Confidential Information must be retained, it must be blocked so that it can only be accessed for this specific purpose. They must be deleted as soon as the reason for the longer storage period no longer applies. Any Confidential Information not destroyed remains subject to this Section 14 and shall survive the expiry of obligations pursuant to its Section 14 as long as it is retained.

15. Miscellaneous

15.1 Cofinity-X is entitled to list the Customer as reference customer during the term of this Agreement including Customer's logo for this purpose.

15.2 Customer may only set-off claims or assert a right of retention with regard to claims, which Cofinity-X does not contest or which have been confirmed by a finally binding court decision.

15.3 This Agreement shall be governed by the substantive laws of Germany excluding the German conflict of law rules. To the extent legally permissible, the regional court of Cologne [*Landgericht Köln*] shall have exclusive jurisdiction in relation to any and all disputes arising out of, or related to, this Agreement.

15.4 This Agreement including its Annexes contains the entire agreement between the Parties concerning its subject matter, and no amendments of this Agreement or waiver of terms and conditions hereof will be binding upon the Parties, unless approved in writing by an authorized representative of each Party.

15.5 If any court of competent jurisdiction holds any provisions of this Agreement invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to have been replaced by a valid, enforceable and fair provision which comes as close as possible to the intentions of the Parties hereto at the time of the conclusion of this Agreement. The same shall apply in case the Agreement contains any unintended gaps. It is the express intent of the Parties that the validity and enforceability of all other provisions of this Agreement shall be maintained and that this Section 15.5 shall not merely result in a reversal of the burden of proof, but that Sec. 139 German Civil Code [*Bürgerliches Gesetzbuch*] is hereby mutually waived in its entirety.

16. Definitions (In addition to those in the Agreement)

16.1 "**Third-Party Contract**" means the agreement on a Third-Party Solution a User may conclude with an App Provider or Service Provider.

16.2 "**Working Day**" means Monday to Friday excluding public holidays, holidays in North Rhine-Westphalia, December 24 and December 31.

Annex 1 – Description of Core Services

Cofinity-X will operate the Core Services as defined and described below pursuant to the terms and conditions of the Framework Agreement entered between Cofinity-X and Customer. The Parties' accord hereunder will become an annex to the Agreement.

This document defines the purpose of services in the Catena-X environment (Section 1), - among others - of Core Services provided by Cofinity-X's under this Agreement, a description of the (technical) features of the Core Services (Section 2) and a description of the system requirements and Customer responsibilities for using the Core Services (Section 5).

1.   Purpose of services

Catena-X, a collaborative open ecosystem in the automotive industry, is providing a framework and technical reference implementations to advance a trustworthy, collaborative, open, and secure date exchange among companies in the auto-motive value chain. To exchange data under Catena-X standards, companies will join the Catena-X dataspace.

To operate, access and use the Catena-X data space for data exchange, various services are needed, which are categorized in three parts and form in their entirety the architecture of the Catena-X dataspace:

1.1   **Core Services** are the technical foundation of the Catena-X data space deployed to perform essential tasks for its functioning. They are run by operating companies, where Cofinity-X is the first Catena-X operating company. Core services can be divided into:

(a)   services that are needed once during the onboarding and validation of identity of a company joining the Catena-X dataspace,

(b)   services required to access the dataspace, discover other participants and exchange data.

1.2   **Enablement Services** enable data exchange between onboarded companies and allow for distributed data provisioning and consumption in the dataspace. They need to be technically configured at every customer to digitally connect to the Catena-X dataspace. Enablement Services can either be directly operated by companies connecting to the Catena-X dataspace or via contracted Service Providers as managed services.

1.3   **Business Applications** aim to solve a specific business problem in different domains such as demand and capacity management, circular economy and others. They are built on top of the above services and implement value adding business functions for end users based on Catena-X standards. Business applications can range from large enterprise solutions to specialized solutions for small and medium sized companies.

2.   Service features

2.1   Cofinity-X shall provide to Customer the following Core Services:

2.2   Services offered during registration and validation of company identities:

(a)   Business Partner Number Issuer,

(b)   Golden Record API,

(c)   Issuer Service,

(d)   Identity Provider,

(e)   Authority schema registry.

2.3   Services facilitating data exchange in the dataspace

(a)   Dataspace Discovery Service,

(b)   Discovery Finder,

(c)   BPN Discovery,

(d)   Semantic Hub Service,

(e)   Marketplace Services,

(f) Policy Template Hub,

(g) Managed Identity Wallet.

Essential functions of the aforementioned Core Services are set out in the following table:

3. Overview of Catena-X core services operated by Cofinity-X

Core Services	Feature description
Business Partner Number Issuer	The BPN Issuer creates the unique Business Partner Number for the Catena-X dataspace at three hierarchy levels: Legal entity, Site and Address (LSA)
Golden Record API	The Golden Record API allows to digitally interact with the Golden Record Data Pool. The Golden Record data pool contains the complete set of verified address-data set of the Catena-X ecosystem
(Self Sovereign Identity) Issuer Service	The service facilitates seamless communication and data exchange via digital wallets. It is responsible for creating, revoking, and validity of credentials. This ensures that issuers maintain control over their issued digital identities.
Identity Provider	The Identity Provider (IdP) is a service that stores and verifies the identity of user and provides a concept of rights and roles in the Cofinity-X portal
Authority Schema Registry	The Authority & Schema Registry is part of the Self-Sovereign Identity (SSI) services: It is crucial for building trust, interoperability by verifying the validity of other identity issuers and acts as central repo of approved credential schemas. Its discovery services allows participants to find other approved identify authorities
Dataspace Discovery Service	For an EDC instance to work properly it needs to get registered iin the Catena-X dataspace. This registration is part of the EDC Discovery Service, that then allows to search for EDC instances based on Business Partner Numbers. It is a key service to faciliated data exchange between parties.
Discovery Finder	Since there can be multiple instances of BPN Discovery Services in the Catena-X dataspace the Discovery Finder returns a suitable instance to search for the BPN realted to a product identified e.g. by the manufacturer OEN
BPN Discovery	If an EDC instance is needed but a BPN is not known, the BPN Discovery Service is used to retrieve the BPN for a product identified e.g. by the manufacturer OEN
Semantic Hub Service	The Semantic Hub Service stores the semantic data models of the Catena-X open-source repository and acts as a backend service to the Semantic Hub UI in the Cofinity-X portal.
Marketplace Services	The Marketplace Services are the digital foundation to operate and interact with the marketplace to add/edit listings, to (un-) subscribe to/from products. The Cofinity-X marketplace is build upon this service
Policy Hub Template	The Policy Hub enables data providers, consumers and app providers to access a single-point-of-truth for Catena-X policies, attributes and templates.
Managed Identity Wallet	A managed Identiy Wallet is created for each participant of the Catena-X dataspace. The wallet stores digital identities and use-case credentials of dataspace participants. It allows to authenticate usersrs correctly during the inter alia data exchange and verfiies whether users can negotiate use-case specific terms via the EDC

If Customer requires additional services and/or deliverables not specified in this document, such services shall be provided under separately concluded annexes or agreements.

4. Security

4.1 Cofinity-X is rolling out several IT security measures to support its operations including:

- the implementation of device compliance policies to ensure that devices connecting to Cofinity-X cloud environment are secured,
- the enablement of identity protection with multi-factor authentication (MFA) for all employees during the login process to its IT cloud-hosted IT solutions and environments,
- the establishment and enforcement of a Security Baseline across the organization in the cloud to ensure consistent adherence to security best practices in line with requirements of ISO 27001 and TISAX certification,
- the implementation of Data Loss Prevention (DLP) policies to safeguard sensitive information and prevent un-authorized access, sharing, or leakage of critical data,
- the setup of a Privileged Access Management (PAM) in the cloud provider's Active Directory P2 to provide se-cure, controlled access for administrative tasks and reduce the chances of unauthorized access,
- the utilization of Risk Analytics to identify potential threats, vulnerabilities, and areas for improvement within the Cofinity-X cloud infrastructure,
- the enablement of Threat Analytics for real-time threat detection, ensuring proactive response to emerging security incidents, and the implementation of a vulnerability assessments to identify and mitigate potential weaknesses within its cloud environment.

4.2 Cofinity-X will take all reasonable measures to protect the Cofinity-X Portal against threats and hazards to the security. Nevertheless, Customer itself must also take reasonable precautions to ensure that the process by which Customer accesses and uses the Cofinity-X Portal and Cofinity-X Services does not expose it to the risk of viruses, malware or other information technology impairments. Customer shall be

solely responsible for the security and protection of its own information security system and Internet access, including, without limitation, the implementation of firewalls and anti-virus programs.

5. System requirements and Customer responsibilities

5.1 Customer shall independently and at its own costs establish the following technical requirements in advance for being able to use the Core Services provided by Cofinity-X in accordance with the Agreement.

(a) Cofinity-X service offering including Core Services are cloud-based solutions. Customer shall ensure that its IT infrastructure supports continuous access to web-based interfaces and that Customer agents and their devices are permissive to configure and work Cofinity-X web-based user interfaces.

(b) Customer shall independently manage, organize and structure its various databases to ensure that they can be continuously made available and be transformed according to the semantic models of Catena-X. For the avoidance of doubt, the data transformation is not part of the service scope of the Core Services provided by Cofinity-X.

(c) To exchange data in the dataspace using the Core Services, Customer shall install and configure Enablement Services. Catena-X certified Enablement Services can be obtained at the Cofinity-X marketplace. Only if all necessary Enablement Services have been correctly configured, Customer can start to exchange data using the Core Services. Prior to this, however, Customer may exchange test data with other Users in the test environment subject to Section 7. Customer also may verify correct configuration based on error logging and deploy its custom build solutions in the test environment subject to Section 7.

5.2 Timely completion and ongoing availability of these requirements are a prerequisite to ensure that Cofinity-X can fulfil its responsibilities and obligations described in the sections above.

5.3 Customer acknowledges and agrees that any failure by Customer to meet its responsibilities may result in disturbances and/or delays with using the services.

Annex 2 – Service Level and Help Desk

1. Service Levels

1.1 Cofinity-X will use commercially reasonable efforts to make the Cofinity-X Portal and the Cofinity-X Services available below with a Monthly Uptime Percentage of at least 99.0%.

(a) "**Monthly Uptime Percentage**" means the percentage of the Cofinity-X Services being available in average during a month, based on Cofinity-X's availability measurements. Monthly Uptime Percentage excludes downtime, resulting directly or indirectly from any SLA Exceptions.

(b) "**Month**" means a calendar month.

(c) "**Available**" and "**Availability**" is calculated using the following formula:

$$\frac{User\ Minutes\ -\ Downtime}{User\ Minutes}\ x\ 100$$

(d)

(e) where Downtime is measured in user-minutes at the exit of the wide area network of the data center Cofinity-X is using; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident.

(f) "SLA Exceptions" mean any unavailability, suspension or termination of the Cofinity-X Portal and/or the Cofinity-X Services, or any other performance issue affecting its use which (i) is caused by factors outside of reasonable control, including any force majeure event or cyberattacks on Cofinity-X; (ii) results from any actions or inactions of Customer, or any third-party; (iii) results from Customer's equipment, software, or other technology, and/or third-party equipment, software, or other technology, other than third-party equipment within Cofinity-X' direct control; (iv) results from any planned maintenance, for which Cofinity-X will use commercially reasonable efforts to notify Customer at least one (1) day in advance by sending a message to the email address associated with the account; or (v) is arising from a suspension or termination of a Cofinity-X Services component in accordance with the Agreement.

2. Help desk services

2.1 During the term of the Agreement, Customer may contact the help desk services (support@cofinity-x.com) as primary point of contact for support in relation to such service.

2.2 Help desk services are available for service related support cases concerning the Cofinity-X Services. Cofinity-X is not responsible and does not provide any help desk service for any third-party software or Third-Party Solutions.

2.3 Cofinity-X provides its help desk services on Mondays through Fridays from 08:00 am to 05:00 pm CET/CEST excluding national and local holidays, December 24 and December 31.

2.4 The help desk services do not include the following type of requests:

(a) the root cause behind the incident is not a malfunction but rather a missing functionality development and/or a consulting or training request;

(b) the affected service has been modified by anyone other than Cofinity-X.

2.5 Customer shall notify Cofinity-X in text form of the request giving an exact description of the issue and specifying how it manifests itself, what effect it has, under what circumstances it occurs, and how it is to be classified from Customer's point of view. Upon receipt of a request, Customer shall receive a reference number as confirmation receipt for the reported issue. Cofinity-X shall use its commercially reasonable efforts to provide such confirmation receipt within the timeframe as set out in Section 3.

2.6 If Cofinity-X having received such a request has established that an issue actually exists, it will finally decide on its classification and begin to remedy such issue within the period corresponding to its classification in accordance with the table set out in Section 3:

3. Criticality matrix for Cofinity-X Help Desk services and Response Time

		Impact		
		High - System Wide Business Unit, Department, Location	**Medium – Multiple Users** Number of Users	**Low – Single User** Single User
Urg	**High** Con no longer perform primary work functions	**Critical**	**High**	**Moderate**
	Medium Work functions impaired, the workaround is in place	**High**	**Moderate**	**Low**
	Low Inconvenient	**Moderate**	**Low**	**Low**

Severity class	Targeted Response Time
Critical	Within one (1) hour from the time of the confirmation receipt of the request.
High	Within two (2) hours from the time of the confirmation receipt of the request.
Moderate	Within one (1) business day from the time of the confirmation receipt of the request.
Low	Within two (2) business days from the time of the confirmation receipt of the request.

Annex 3 – Pricing Model

1. Pricing Model

1.1 For any use of the Cofinity-X Portal as a data provider or consumer, Customer undertakes to pay to Cofinity-X a recurring flat-fee, that is based on the company size ("**Dataspace License**") and a usage-oriented tier ("**Dataspace-Usage Package**") based on customer self-declaration. The fees are to be paid on a yearly basis and applicable to the sum of both modules set out below see 1.4 and 1.5.

1.2 A data provider or consumer is an active Participant being registered pursuant to the registration process set out in Section 3 of the Agreement who provides or requests data from other Participants using Core Services.

1.3 The prices indicated by the Customer during registration and subsequently confirmed by Cofinity-X shall be applicable. Prices shown by Cofinity-X are always excluding applicable taxes if not indicated differently.

1.4 **Dataspace License**

Company Size Measured by Customer's consolidated annual group revenue according to the latest audited financial statements	Annual Price Annually recurring
< 100 Mio. EUR	1.000 EUR
< 500 Mio. EUR	2.000 EUR
< 5 bn. EUR	4.000 EUR
> 5 bn. EUR	10.000 EUR

1.5 **Dataspace-Usage Package**

Tier T-Shirt Size	Usage Oriented Number of Partners to exchange data with	Annual Price Annually recurring
S	< 20 Partner	500 EUR
M	< 200 partners	5.000 EUR
Enterprise tiers	With additional services for Customer's data exchange	
L	< 1000 partners	45.000 EUR
XL	> 1000 partners	70.000 EUR

1.6 Before the Effective Date, Customer shall assess its assumed usage profile for the upcoming contract year in a truthful and correct manner in order to be assigned to the corresponding modules. Three (3) months prior to the end of each contractual year this assessment shall be repeated by the Customer to determine the applicable fee modules for the relevant upcoming contractual year.

1.7 Cofinity-X may discuss the size of both modules of Customer at an annual basis. Should the Customer usage profile of the Cofinity-X Portal and Cofinity-X services deviate from the profile described in the company size and dataspace usage, to which Customer got assigned during their self- assessment, Cofinity-X will notify Customer accordingly and re-assign Customer to the then applicable fee modules for the subsequent contractual year. Customer will receive their first invoice reflecting a module change always at the beginning of the month to any subsequent contractual year.

1.8 In deviation from Section 4.4 of the Agreement, Cofinity-X has the right to limit the services in case of extensive use as long as the Customer is not in the highest bracket.

1.9 No additional fees are applicable for the Core Services specified in **Annex 1** for Customer's affiliated companies according to Art. 15 seq German Stock Act ("verbundene Unternehmen nach §§ 15ff AktG").

However, the usage of such affiliated companies is added to Customer's dataspace usage which might lead to a higher fee package.

1.10 Catena-X Readiness Booster Program (CxRBP)

If the Customer has registered via the Catena-X Readiness Booster Program (CxRBP), the prices displayed at the time of registration apply for the first 12 months.

2. Invoicing

2.1 All annual fees under this Agreement become due and payable without deduction within thirty (30) calendar days following receipt by the Customer of a corresponding invoice issued by Cofinity-X. Prices are to be paid in advance. Reduced prices are always to be paid for the entire term (e.g. Dataspace License and Dataspace-Usage Package, even if only one price component is reduced). In all other cases, the Customer has the choice between annual and monthly invoicing.

2.2 The invoice currency will be Euro (EUR) unless expressly otherwise agreed in writing.

2.3 It is the Customer's responsibility to pay the respective invoices without further actions from Cofinity-X.

(a) The Customer shall be in default upon the expiration of the aforementioned payment period. During the period of default, the fees shall be subject to interest at the applicable statutory default interest rate pursuant to § 288 (2) BGB (German Civil Code) in the amount of nine (9) percentage points above the applicable base interest rate. Cofinity-X reserves the right to claim further damages caused by default. Cofinity-X's claim to commercial default interest according to § 353 of the German Commercial Code (HGB) remains unaffected.

(b) If the Customer has internal requirements for the invoicing, he has to inform Cofinity-X about them before the agreement is concluded. This applies in particular if Cofinity-X has to register with a Customer portal, if the invoice has to have a certain form or contain certain information, or if the Customer requires additional documents (e.g. a so-called purchase order) in addition to the conclusion of the agreement. The Customer is responsible for providing Cofinity-X with all information required for this process in a timely manner and at its own expense. If the Customer does not comply with this notification obligation, a subsequent correction of the invoice, the registration of Cofinity-X on a portal or other measures at the request of the Customer shall not prevent the occurrence of default.

3. Right to change fees

3.1 Cofinity-X reserves the right to raise the fees as set out in this **Annex 3**, with three (3) months prior notice to the end of the 12 months' term. Following a fee increase Customer may terminate the Agreement for which the fee increase is applicable by providing written notice to Cofinity-X with one (1) month prior written notice to the end of the term.

3.2 For the avoidance of doubt, Section 3.1 of **Annex 3** does not apply to any foreseen and/or envisaged fee adjustments, such as a reassignment of Customer to a different fee bracket.

Annex 4 – Brazil Dos and Don'ts

Dos for all User	Don'ts for all User
User shall set up authorized company accounts only for employees working for entities or sub-entities (e.g. warehouse, sales office, subsidiaries) outside Brazil.	User shall not send or receive data from entities or sub-entities based in Brazil via the Cofinity-X Portal.
User shall assign an administrative role (admin) to a person who is responsible for the creation and use of all company user accounts, prevents misuse and serves as a contact person.	User shall not use any technical means (e.g. VPNs or other tools) to work around the geographical technical restrictions in Brazil.
User shall inform and train admin and employees about the usage restrictions in Brazil and their implications for the use of the Cofinity-X Portal, Cofinity-X Services and Third-Party Solutions.	User shall not use servers or cloud services based in Brazil for data exchanged via the Cofinity-X Portal.
User shall consider using a "web filter" that blocks access to the Cofinity-X website when employees try to open the website in Brazil.	User shall not knowingly circumvent Brazilian restrictions.
User shall only invite new users based outside Brazil and use the Cofinity-X data exchange services only vis-à-vis users located outside Brazil.	

Dos for Third-Party Provider	Don'ts for Third-Party Provider
Third-Party Provider shall proactively inform other User about their obligations under competition laws and make them aware of the Cofinity-X Portal's usage restrictions in Brazil (e.g. via pop-up windows).	Third-Party Provider shall not advertise Cofinity-X in Brazil as a marketplace for the distribution of its Third-Party Solutions.
Provider shall restrict the use of Third-Party Solutions for Users in Brazil through Third-Party Contracts (e.g. license agreement) and technical measures (geolocation filters).	Third-Party Provider shall not advertise or offer Third-Party Solutions related to the use of its Third-Party Solutions via Cofinity-X in Brazil.
Provider shall require completion of a trustworthy authentication and verification process that filters out Brazil-based entities or sub-entities (e.g. via DAPS/BPN) before Users can use the Third-Party Solutions.	Third-Party Provider shall not offer Third-Party Solutions via the Cofinity-X marketplace that are designed to incentivize the participation of entities or sub-entities based in Brazil (e.g. by requesting specific Brazil-related data).
Provider shall provide for the possibility to restrict user access if Users (repeatedly) violate the Brazil-related restrictions.	Third-Party Provider shall not build features into its Third-Party Solutions that allow Users to work around the geographical technical restrictions in Brazil, or that show them ways to do so (e.g. through detailed instructions on VPN use, etc.)
	Third-Party Provider shall not knowingly circumvent Brazilian restrictions.