Terms and Conditions for EDI Integration Services (TCE 1.2)

§1 General information

(1) SupplyOn AG (hereinafter referred to as "SupplyOn") offers services in its SupplyOn Store and Platform on the Internet (https://www.SupplyOn.com) exclusively for business partners.

(2) Definition of Terms

   a. "Contractual Partner" refers to the party ordering the services described hereinafter from SupplyOn
   b. "Your Customer" refers to any business partner to whom the Contractual Partner offers products or services and wishes to exchange business data

(3) The SupplyOn Store Order ("Order") defines the applicable provisions for the technical integration into the AirSupply, SCC or Problem Solver Machine-to-Machine (M2M) solution with Your Customer using AirSupply, SCC or Problem Solver. Therefore, a valid SupplyOn AirSupply, SCC or Problem Solver Connect to Your Customer is a prerequisite for EDI data exchange.

(4) Your Customer who is using SupplyOn usually has one Enterprise Application Integration (EAI) interface to AirSupply, SCC or Problem Solver.

(5) SupplyOn is only responsible for the availability of SupplyOn systems and not for the availability of systems, resources and test data of the Contractual Partner or Your Customer.

(6) In addition to technical knowledge, the initial implementation of EDI message formats requires process-, subject-, country- and/or industry-specific knowledge of the respective document types and partner relations (buyer, supplier, and business relation due to products), which SupplyOn will not always be able to completely cover. In general, this consulting support is not included in the scope of service and is therefore only offered according to availability.

(7) With the Order, the Contractual Partner agrees to the communication of the integration progress or status to Your Customer mentioned.

§ 2 Service specific terms

(1) Message Type Invoice

   a. For eInvoicing, the following Terms and Conditions apply:
      https://www.supplyon.com/img/help/download/eInvoicing/EN_eInvoicing_Terms_Conditions.pdf
   b. A separate connection may be necessary for the Global Invoice process; however, such separate (i.e., additional) connection is free of charge

(2) Format Guidelines

   a. Documentation and message type versions are subject to change.
   b. The technical integration and data exchange depends on the selected protocols and is based on the current version

      I.   SupplyOn EDIFACT Guidelines
      II.   SupplyOn UBL XML Guide (invoice process only)
      III. Implementation Guide AirSupply BoostAero XML including Format Guideline BoostAero XML V2.10
      IV.   Implementation Guide AirSupply CSV including Interface Guideline AirSupply CSV
      V.   SupplyOn Problem Solver: Interface Description for Suppliers
      VI.   SupplyOn parameter sheet (for SCC AS2 / OFTP2, for AirSupply AS2 only, for Problem Solver AS2 / HTTPS)

§ 3 Order Confirmation

The acceptance or completion of an Order shall be carried out upon service fulfillment or the issuing of an invoice or by any other type of order acceptance.

§ 4 Fulfillment and Delivery

(1) The service request (order) contains predefined basic services (activities) per product, including a limited service time allocation.

(2) Services beyond ordered efforts (see total included service time) have to be ordered separately.

(3) The ability to access ordered services ends at the latest two weeks after the service is activated on the productive environment or automatically nine months after the order has been accepted.

(4) Unless otherwise agreed in writing, SupplyOn shall provide services at the premises of SupplyOn or its service providers. Results and information are exchanged via e-mail or phone or provided online system.

§ 5 Invoice and Payment conditions

(1) One-time integration services

   a. If SupplyOn accepts the Order, the total order amount is invoiced in advance and is due prior to the start of service delivery
   b. The provision of services begins only after full payment has been received; deviating arrangements require explicit written agreement
   c. All mentioned prices are net prices and will be invoiced plus VAT (where applicable)
   d. If SupplyOn is unable to complete the service for reasons other than SupplyOn's fault, SupplyOn will not credit the already prepaid invoice amount, provided the service has been started

(2) Time and Material based integration services

   a. If SupplyOn accepts the Order, the ordered support hours are invoiced partially based on consumed hours. Payment is due within 30 days
   b. All mentioned prices are net prices and will be invoiced plus VAT (where applicable)

§ 6 Obligations of the Contractual Partner

(1) Depending on selected scope, the Contractual Partner requires the following experts to setup an EDI data exchange

   a. Primary contact to manage EDI integration
   b. Technically qualified contact person for AS2/OFTP2 connection, message mapping, ERP modifications and business process expert

(2) AS2 or OFTP2 connection with SupplyOn, message mapping, ERP modifications on Contractual Partner side based on SupplyOn Connectivity and Interface Guidelines

(3) Implementation of business rule sets based on your customer requirements

(4) The Contractual Partner has its own EAI system or is using a 3rd party provider to establish connection with SupplyOn.

(5) The error analyses occur either in the self-service validation tool or via error messages e-mails.

(6) The Contractual Partner has to define one recipient for error notifications (one e-mail address) and downtime communication (together with used EDI Partner, e.g., in case of interoperability).

(7) The Contractual Partner contact person is committed to complete the technical integration as fast as possible, but at no later than within nine months.

(8) SupplyOn has no impact on data content and data quality of messages between Your Customer and the Contractual Partner. The expected content and level of data quality has to be agreed upon (upfront) between the Contractual Partner and Your Customer.

(9) The Contractual Partner has to agree the provision of test data and test use cases with Your Customer.

(10) For HTTPS-based communication interfaces, the Contractual Partner must ensure the use of state-of-the-art encryption technologies. This includes the use of secure Transport Layer Security (TLS) protocols and cipher suites currently recognized as secure according to prevailing industry standards and best practices. The use of insecure protocols (e.g. SSL or TLS versions <= 1.1) or cipher suites (e.g., RC4, 3DES, NULL, anonymous ciphers, or export-grade ciphers), is strictly prohibited.

(11) During the connectivity testing phase, SupplyOn will inform the Contractual Partner if their system is configured in a way that prevents the establishment of a secure connection. In such cases, the Contractual Partner is obligated to promptly adjust their system configuration to meet the required security standards as outlined in Section 6 (10).

(12) The Contractual Partner shall protect its system using a firewall to restrict network access to authorized communication partners only.

(13) The Contractual Partner shall regularly apply security patches to its systems.

§ 7 Service time and scope included

(1) The included service time and scope is defined per product variation in the SupplyOn Store.

§ 8 Out of scope for SupplyOn

(1) is the creation/update of routing master data (Network Link). It lies within the responsibility of Your Customer and must be available before initiating the usage of EDI data exchange in the productive landscape. A Network Link must include information on the allowed message format (logical file name) for customer plant, supplier plant and supplier number relation.

(2) are process trainings or online trainings in person

(3) is any support or modification to the internal systems, such as Enterprise Resource Planning (ERP) or EAI on the Contractual Partner's side

(4) SupplyOn does not provide EAI systems