

## Retarus Cloud EDI Service

### Service Description and Duties of Cooperation

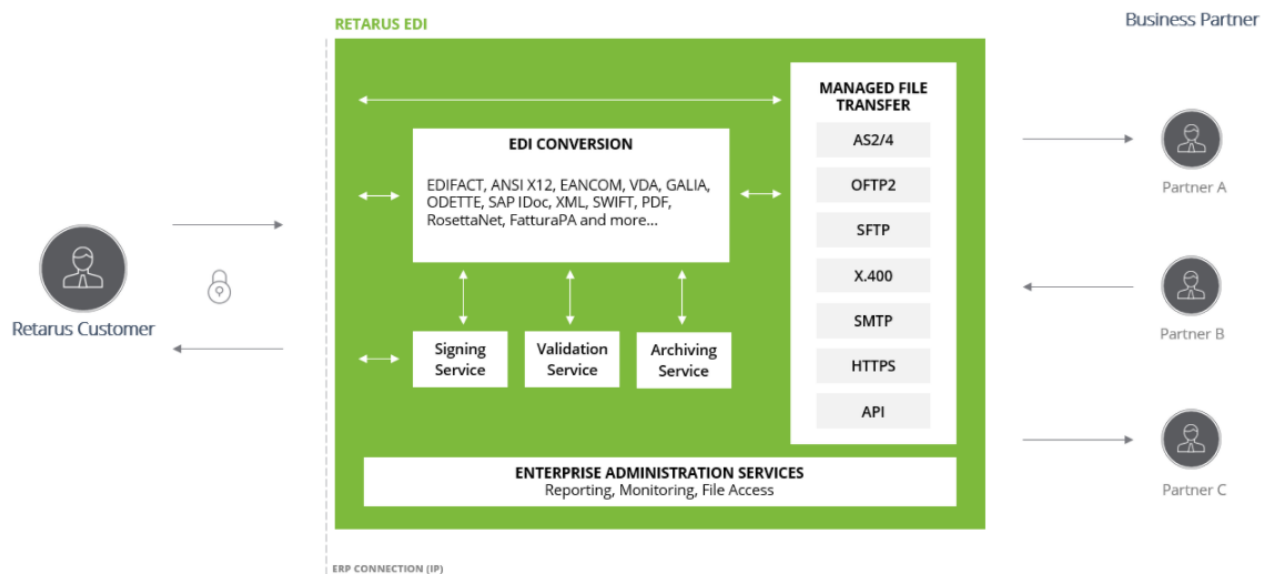
#### Introduction

Retarus Cloud EDI Service enable a fully-automated electronic data exchange (EDI) in a wide variety of different business processes, such as order management and accounting, payment transactions or logistics. As the central hub for conversion and messaging of EDI messages, Retarus provides the tools and services needed for this.

The statements in this service description shall apply in addition to the information included in the Proposal. In case of deviations or discrepancies, the information included in the Proposal shall take priority.

The specific technical agreements that have been made between the customer and Retarus (e.g. regarding data exchange formats, transfer methods, number of EDI partners or EDI connections), these are listed as part of the project description included in the Proposal. Should Retarus be required to provide migration services in an individual case, these will also be included in the project description.

#### System Architecture



## General Service Description

In the following, we are firstly giving an overview over the Retarus' Cloud EDI Service within the standard scope of service, and subsequently going into more detail about optional supplementary services.

## Setup Services

### Setup of Service Instance

Retarus sets up a dedicated service instance (customer environment) for the customer in a Retarus data center for production and testing. For support and accounting purposes, logging data from data conversion and data transfer as well as source and target files will be saved on the service instance for a period of 90 days and will be visible for the customer via the EAS portal. After this time period, the data will be deleted automatically.

Nevertheless, customers themselves are responsible for lawful storage and safety of all relevant data and documents. To provide support, supplementary services may be agreed upon. Should the customer wish to do so: e.g. transfer of certain data onto the server or into the customer's archive after each transaction, or provision of the Retarus Long Term Archiving Service.

After the service instance has been set up, a communication connection to the customer's system is established in the agreed communication protocol.

### Setup a VPN connection

Upon the customer's request, for instance if the native communication protocol does not provide encryption (e.g. SAP tRFC), the connection between the customer's system and the customer's service instance at Retarus may be established via a VPN connection. In case a VPN connection to the respective Retarus data center has already been established due to the use of other Retarus services, this existing VPN connection may be used for the Retarus Cloud EDI Service.

### Technical Coordination with the Customer's EDI Partners

Retarus carries out technical coordination with EDI partners in regard to establishing the communication connection and the respective EDI processes in the name and on behalf of the customer. This coordination requires the customer to provide Retarus with all necessary information regarding every EDI partner. This information includes in particular:

- The EDI partner's name, address and identification number (e.g. GLN or DUNS). Single plants/locations etc. to be connected are to be separately listed as standalone EDI partners, even if they are associated with the same legal entity. Each sender and recipient identification number is to be considered a different EDI partner.
- Contact person for technical connection, on the EDI partner's side (name/service provider, phone number, email address)
- Contact person for support questions, on the EDI partner's side (name/service provider, phone number, email address)
- Preferred or selected communication protocol (login data and parameters will be requested separately from the EDI partner by Retarus in the name and on behalf of the customer, in accordance with the requested communication protocol)
- EDI processes to be implemented and documentation of EDI data formats.

If there are changes regarding the data or information initially transmitted, the customer has to inform Retarus Support of the updated information in writing immediately.

If the customer collects personal data of the EDI partners or the EDI partners' service providers and makes these available to Retarus within this context, the customer has to ensure that this is done in accordance with the applicable legal regulations (e.g. GDPR) and, specifically, that all necessary approval is received. Furthermore, the customer has to ensure that Retarus has the right to process the respective personal data for the reason of providing Cloud EDI Service, which includes contacting the respective contact persons in the name and on behalf of the customer (e.g. for reasons of technical and organizational coordination) and, in this context, possibly also collecting additional personal data.

### **Setup of Communication Connection per EDI Partner**

During and after the technical coordination with the respective EDI partner, Retarus sets up the communication connection to the EDI partner, using the specified communication protocol. The scope of setup services to be provided by Retarus arises out of the relevant communication protocol.

The EDI standard communication protocols are subsumed in the Proposal as Connection Type I. Configuration forms are available for these protocols, which Retarus will ask the respective EDI partner to complete as part of the technical coordination described above. Special communication protocols requiring more effort during the setup process are subsumed in the Proposal as Connection Type II. Unlisted protocols (e.g. web services) are offered separately if needed.

### **Setup of EDI Process per Partner/Message Relationship**

During and after the technical coordination with a specific EDI partner, Retarus sets up the respective data conversion for every Partner/Message Relationship. 'Partner/Message Relationship' is defined as a unidirectional business process (e.g. receiving an invoice, sending an order, or sending a shipping notification) between the customer and their specific EDI partner. The data conversion set up by Retarus is based on the format documentation provided by the customer, unless otherwise agreed.

EDI Standard Mappings are pre-categorized in the proposal according to the implementation effort required for them. Uncategorized Mappings are offered separately, upon the customer's request if needed.

Retarus carries out up to five test runs per EDI process and Partner/Message Relationship, with the customer's and the specific EDI partner's cooperation. Each additional test run will be charged by Retarus according to the compensation arrangement for support services, unless Retarus is responsible for the given situation requiring an additional test run.

Retarus notes that there may be legal or official requirements in regard to certain formats or format versions in the B2G (Business to Government) field, which may be subject to change from time to time. The customer as the business partner will usually be informed about respective format requirements or possible updates. The customer therefore bears the sole responsibility for the selection and determination of the respective formats or format versions in the relationship between the customer and Retarus. Additionally, it is the customer's duty to stay up-to-date regarding the respective legal and official requirements after go-live/setup, and to give Retarus adequate advance notice of any modification requests in regard to specific Partner/Message Relationships.

## Subsequent Modifications

First, Retarus will examine the feasibility of modification requests by the client in regard to the initially-planned communication connections and EDI processes (e.g. changes in mapping, change of communication protocol) and the expected efforts necessary, and these modification requests are then implemented, provided that they are feasible and ordered by the customer. If the modification request concerns the renewed setup of a communication connection or an EDI process with a different connection type or standard mapping, it will be charged according to the prices listed in the proposal for connection types and standard mappings.

## Ongoing service provision after completed setup

### Data Exchange within a Partner/Message Relationship

After setup is completed, Retarus continuously provides the following services as part of the data exchange within a productive Partner/Message Relationship:

- **Receipt of Data:** Retarus receives the documents sent by the customer or EDI partner via the determined communication protocol.
- **Syntax Check upon Receipt:** Retarus checks the data structure of received documents for conformity with the selected data format.
- **Data Conversion:** Retarus converts the documents from the source format into the agreed target format.
- **Document Validation (optional):** If agreed, Retarus carries out document validation according to pre-determined rules. (Please find additional information in section 'Optional Supplementary Services' below.)
- **Syntax Check when Sending:** Retarus checks the data structure of documents to be sent for conformity with the selected data format.
- **Data Transmission:** Retarus attempts to transmit the respective document via the agreed communication protocol.

### Error Messages

Any error messages generated during the data transmission outlined above will be processed by Retarus in the order that they are generated (FIFO principle). After processing of an error message, the customer concerned will be informed of the specific error, if applicable. This will be done via email to the email address provided by the customer for this purpose. The customer will be charged for the efforts of informing the customer and any further processing or support, unless Retarus is responsible for the error.

### Coordination with the Customer's EDI Partners

It is the customer's responsibility to do any coordination with the respective EDI partners during ongoing operation (e.g. regarding any errors within the responsibility of the EDI partner). After completed the setup, Retarus will only contact the EDI partners or coordinate with them if this is agreed in writing between the customer and Retarus. In this case, the customer will be charged for the respective services provided by Retarus according to Retarus' Compensation Agreement for Support Services.

However, if Retarus reports an error to the customer which is due to circumstances in the area of responsibility of one of the customer's EDI partners and the customer does not respond to this immediately, Retarus reserves the right to notify the EDI partner concerned of the respective error on behalf of the customer at the customer's expense. In order to simplify processes, the contact information of all EDI partners or their service providers, given to Retarus by the customer over the course of the setup, will be stored also during ongoing service provision, in order to use this information at the customer's request for communication with the EDI partners or their service providers.

**Change of Certificate**

Some communication protocols use certificates for encryption of data communication for secure data exchange, e.g. AS2 or OFTP2. In order to implement the communication connection, sender and recipient have to exchange the respective certificates and save these in the communication modules used. For security reasons, these certificates are only valid for a limited period of time, which means that, in practice, the certificates used have to be renewed from time to time.

In case of a forthcoming change of certificate, Retarus will inform the customer of this in advance. It is the customer's responsibility to inform the EDI partner of this change of certificate (including any resulting requirements or technical modification in regard to the new certificate). If requested by the customer, the customer and Retarus may make an arrangement for Retarus to take care of the necessary communication with the EDI partners in the name and on behalf of the customer. In this case, Retarus is entitled to compensation for its efforts according to the Compensation Agreement for Support Services. In case the customer does not fulfill their duty of cooperation of informing the EDI partners, Retarus reserves the right to inform the respective EDI partners on the customer's behalf for a fee.

If the necessary technical modifications are not implemented by the customer and/or EDI partners in a timely manner before a change of certificate is carried out, the communication connection in the respective Partner/Message Relationship usually ends abruptly. In case the customer and/or the EDI partner do not implement the necessary measures in a timely manner and this causes impairment or failure of the Retarus Cloud EDI Service, the customer has no right to assert any claims against Retarus. The customer will be charged for any additional efforts made by Retarus due to the missing, late or incorrect implementation of necessary measures by the customer and/or EDI partners.

**Enterprise Administration Service (EAS)**

The Retarus EAS Portal gives the customer an overview over the transactions carried out as part of the Retarus Cloud EDI Service. Additionally, the source and target files for the customer, unless otherwise agreed, can be viewed in the EAS Portal for a period of 90 days after the respective completed transaction. Retarus provides the customer with login details for an EAS administrator user, who in turn can set up additional user accounts. The information in the EAS Portal always considers any processed documents (also in the context of test connections, auxiliary conversions etc.), regardless of whether these are relevant for accounting or not. Therefore, the information in the EAS Portal cannot be used to verify any of the invoices issued by Retarus. Retarus reserves the right to modify the range of functions of the EAS Portal from time to time. The customer will be informed of this.

## Optional Supplementary Services

### Verification Service

The Verification Service allows for process-specific, logical checking of information in the documents that are converted and transmitted within a Partner/Message Relationship. It is the aim of the Verification Service to reduce the need for and scope of manual processing steps on the customer's side and prevent incorrect information in the documents.

This includes:

- Checking of mathematical operations (e.g. sums, tax calculations)
- Checking of required fields (e.g. checking whether an invoice is valid according to sales tax act)
- Checking of master data (e.g. checking whether an item number exists)
- Dependency checks (e.g. if x, then y has to...)
- Code-list checks (e.g. VPE only possible for certain value sets)

Every Partner/Message Relationship to be checked will be extended by a so-called 'Check Mapping' by Retarus. This includes not only the necessary check functions but also any specifications for error handling, which are developed in a workshop together with the customer.

Given that the effort required for the implementation of the respective check functions differs, the customer will be charged for the setup of the verification service according to effort.

### Retarus Long Term Archiving Service

The Retarus Long Term Archiving Service helps customers archive electronic B2B invoices according to the legal requirements of the relevant legal system. Retarus sets up a customer-specific archive instance for the customer for both production and testing and connects it to the corresponding EDI service instance. The data streams of the partner/message relationships to be archived are extended by Retarus to the effect that all documents from the respective partner/message relationship are automatically transferred to the archive system operated by a Retarus partner after successful transmission in each case.

In principle, any document type of any data format can be archived. The customer can access the archive system via a web portal. Unless otherwise agreed, both the source and the target file will be transferred into the archive system. Additionally, a meta file will be created, consisting of searchable data that is presented via the web portal of the archive system. Unless otherwise agreed, the archived documents will be stored in the archive system for the entirety of the relevant archiving period and made accessible via the web portal, and automatically deleted once the specific archiving period ends.

### Express services

The Express service option enables the implementation of specific services at a preferred time.

#### Preferred connection or adaptation of a Partner-Message-Relation:

As part of a preferred connection or adaptation, Retarus begins setting up a new Partner-Message-Relations or adapting an existing Partner-Message-Relation within a maximum of two (2) working days after internal approval and receipt of the order, i.e. the signing of the proposal.

If the customer wants to connect or adjust several Partner-Message-Relations, the date must be agreed between the parties in advance.

The connection includes, for example, the following services:

- Setup of Communication Connection to an EDI Partner
- Setup a Partner-Message-Relation

Contains, for example, the following services:

- Adjustments to existing Configurations
- Adjustments of the existing Partner-Message-Relation
- Adjustments of the existing communication connections

Requirements for the provision of an express service:

The prerequisite for the provision of an express service is that all the customer's obligations to cooperate are fulfilled at the time of the commissioning and that Retarus has been able to check the completeness of the necessary documents.

## Customer's Additional Duties of Cooperation

### General Duties of Cooperation

The provision of Retarus Cloud EDI Service requires the customer's active cooperation. In particular, the customer has to fulfill the following Duties of Cooperation:

- Determining a central contact person and decision-maker for the customer, who will be available for Retarus during business hours
- Availability of any other relevant contact persons and project team members (e.g. IT, procurement, sales, and logistics) during business hours
- Providing all information necessary for the delivery of Retarus Cloud EDI Service
- Implementing all measures necessary for the use of Retarus Managed EDI Service within the customer's technical infrastructure
- It is the customer's responsibility to arrange the cooperation of all EDI partners. Especially, the customer has to ensure that the EDI partners provide all necessary information, that all potentially necessary technical precautions are taken within their technical infrastructure, and that contact persons are named who are available during business hours. This cooperation is a necessary requirement for the feasibility of Retarus Cloud EDI Service and Retarus is not responsible for it.
- Meeting on agreed deadlines.
- Specific Duties of Cooperation in regard to Retarus Support shall be taken from the [Retarus Support Guide](#).

The customer will be charged for any additional efforts that Retarus makes following non-compliance with the above-mentioned Duties of Cooperation. These efforts will be charged according to the Compensation Agreement for Support Services, the same as in all other cases when the customer has to reimburse Retarus for efforts according to this Service Description.

### Specific Duties of Cooperation as Part of the Retarus Long Term Archiving Service

- Determining the applicable legal system (country) for each Partner/Message Relationship.
- Complying with any Duties of Cooperation for authorities, regarding the use of the Retarus Long Term Archiving Service, as well as obtaining any permits that may be necessary.
- Notifying Retarus in case the customer intends to use the Retarus Long Term Archiving Service on behalf of a different company (possibly also legally affiliated companies), and provision of the respective permit by the specific company upon request.
- The customer shall not use the Retarus Long Term Archiving Service for archiving unlawful contents or otherwise contravene or infringe applicable legal provisions or rights of third parties. The customer is required to indemnify Retarus from any claims made by third parties, which are made against Retarus on the basis of such unauthorized use by the customer.