PREDEFINED USE-CASE FRAMEWORK: DEMAND AND CAPACITY MANAGEMENT

17 APRIL 2024

VERSION 1.0

1. KEY PRINCIPLES FOR DEMAND AND CAPACITY MANAGEMENT ("USE CASE")

This Predefined Use-Case Framework is designed to govern data exchange relations via Catena-X. It sets out the predefined use case framework ("**Framework**") for each participant in this Use Case ("**Participant**"). Participants must agree to this Framework and make their data exchange legally binding by way of separate declarations. This document does not specify or restrict how Participants make such declarations.

This Framework provides a set of standardized usage purposes ("**Predefined Purposes**") with mandatory purpose-specific requirements ("**Purpose-Specific Requirement(s)**").

Each Data Provider / Data Consumer (as a legal entity acting with proper authorization) must register for this Use Case in order to conclude data exchange contracts with the help of a registered connector.

For the sake of clarification (and in accordance with Section (iii) sentence 2 and Section (iv) of the 10 Golden Rules), any business application provider must register for this Use Case in order to (i) facilitate data exchange contracts, (ii) provide other data-related services, and/or (iii) help develop the Repository and the CX Data Space by proposing additional Predefined Purposes related to a specific application within the CX Data Space ("**App Provider**"). App Provider may use (and insofar as technically required store) the data only to facilitate the relevant data exchange and/or provide services related to the purposes of this Use Case, unless set out otherwise below.

Unless otherwise set out below, defined terms are those set out in the 10 Golden Rules.

2. KEY PARAMETERS

2.1 WHO WITH WHOM?

[Data Provider may tie certain access authorizations ("**Access Policies**") to its data offers for one or several Data Consumers. By limiting access to certain Participants, Data Provider maintains control over its anti-trust obligations when sharing certain data. In particular, Data Provider may apply Access Policies to restrict access to a particular data offer for only one Participant identified by a specific business partner number.]

Participants (Data Provider/Data Consumer) are companies involved in a multi-stage network of value chains leading to an end product. Participants who are in a customer or supplier relationship within the same product-specific value chain may assume both the role of Data Provider and the role of Data Consumer. Participants may also conclude data exchange contracts on behalf of one or more affiliates (affiliated

companies within the meaning of Section 15 German Stock Act, ("AktG"), "Affiliates").
Participants may only exchange data within an existing customer or supplier relationship (one-up/one-down).

2.2 HOW, WHAT AND WHY?

[Data categories by (i) technical description and (ii) data quality parameters (if any)]
[Additional characteristics of data quality]
[Scope of usage right(s)]

Participants provide and use data in compliance with the standards set by the Association ((https://catena-x.net/en/standard-library):

Unless otherwise agreed individually, Participants expressly exclude any requirements for quality, coherence, completeness of data; Data Provider provides data in its respective state "as is" and "as available".

Data Consumer may use the data in line with the agreed purpose(s). In addition, Data Consumer may use the data (i) for further processing and analysis for plausibility and validation purposes, (ii) for additional calculations, e.g. facilitated by App Providers, to detect/match imbalances between demand and capacity data and resulting capacity planning, provided such calculations are exclusively for the benefit of Data Consumer, and/or (iii) for providing the data within data exchange agreements as part of the Demand and Capacity Management use case.

*For each data set, Participants may agree on the standardized purposes below ("**Predefined Purposes**"). In addition, they may agree on an individual purpose ("**Individual Purpose**") in existing contracts, provided they agree on the Predefined Purposes. Participants must use the namespace "**purpose.individual**.*" when they refer to an Individual Purpose. Participants may reference to such existing contracts by using the namespace "**contract.individual**.*".*

*The **namespace** "cx.dcm.*" may only be used for Predefined Purposes*. Participants must use it as a prefix of the policy's relevant version (e.g. "3.") and add a reference to a Predefined Purpose (e.g. "Material Demand").*

*Data Provider may grant access and/or transfer the Data to affiliates (affiliated companies within the meaning of Section 15 German Stock Corporation Act, AktG, "**Affiliates**"), if Affiliates as Data Consumers submit to the rules under this Framework as applicable between Data Provider and Data Consumer.*

Predefined Policy (for registering data assets in the connector)	Typically used for Aspect ("Aspect Model")	Predefined Purpose
cx.dcm:1	Material Demand	(i) sending and receiving product-specific demand and capacity data, as well as the associated product functionalities (ii) early identification of imbalances resulting from demand and capacity comparison, (iii) messages

	WeekBased-CapacityGroup	and notifications related to imbalances and to exchanged demand and capacity data, (iv) initiate a collaborative approach to solve imbalances.
	IdBasedRe-questForUpdate	
	IdBasedComment	

2.3 WHEREFROM AND WHERETO?/CONFIDENTIALITY

[Locations of data source and data processing (EU / non-EU)]

[Confidentiality]

Participants are free to agree individually. However, geographical limitations may apply, as specified and updated from time to time by the Association ("white list").

Participants are free to agree confidentiality requirements individually. However, a restriction applies that Data Consumer may provide access to data internally (and including for permitted Affiliates) on a need-to-know basis only.

2.4 COMPLIANCE

[Data Provider and Data Consumer must clarify relevant checkpoints in advance, e.g. antitrust law, export control, trade secrets, data protection, etc.].

Data Provider and Data Consumer are responsible for compliance with all legal and regulatory requirements applicable (in particular with regard to (i) antitrust law (including, but not limited to, antitrust-compliant implementation taking into account the "one-up-one-down principle" and "compliance by design"), (ii) tax, trade and export control law, (iii) data protection, (iv) trade secrets, digital regulation) for themselves and any Affiliates registered for this Use Case.

2.5 EXIT

[Return / Deletion of data].

Default setting "keep" or "delete" according to this Use Case.

Existing data exchange contracts remain unaffected, if a Participant withdraws its registration from this Use Case or terminates its contract with an operating company.

2.6 HOW LONG?

[Duration of (i) contract, (ii) data provision and (iii) usage right(s)]

The (i) data exchange contract term, (ii) Data Provider's obligation to provide data and (iii) Data Consumer's usage right(s) each end on 16 October 2024, unless ending later as agreed individually.

Unless agreed otherwise individually, Data Consumer must delete data within 14 days after its usage right(s) has/have ended.

Unrestricted Freedom of Contract

outside of elements 2.1 - 2.6 above

2.7 CONSEQUENCES OF MALPERFORMANCE

[Participant's rights, liability and limitations; depending on the nature of the data exchange contract under applicable law, statutory law may govern Participant's rights, liability and limitations; (Core/Onboarding) service providers may provide default positions for this Use Case, while Participants are free to deviate from such default positions].

Statutory law unless otherwise agreed by Participants.

2.8 MISCELLANEOUS

[preconfigured depending on the contractual relationship under civil law; (Core/Onboarding) service providers may provide default positions for this Use Case, while Participants are free to deviate from such default positions].

Data Provider and Data Consumer are free to agree individually on any other element (e.g. choice of law/place of jurisdiction) in their data exchange contract.