CATENA-X: USE-CASE POLICY/

FRAMEWORK

04 APRIL 2023

USE CASE: ID 3.0 TRACE

Traceability of products and parts

(As of Release 3.0 with the data use "Bill of Material as built" and "Notifications für Quality Alerts" and "Notifications Quality Investigations".

This document describes the framework conditions for each participant in the use case [ID 3.0 Trace]. Participants must agree to the policies for this use case and make their data exchange legally binding through separate measures. This document does not specify such measures.

2. KEY QUESTIONS

2.1 WHO?

[Data Provider / Data Consumer (i) by category (generic) and (ii) by legal entity name and other attributes (specific); Data Provider / Data Consumer (as legal entities with a registered EDC) may enter into data exchange contracts with affiliates or designate such affiliates as contracting legal entities; the configuration of approved affiliates should be addressed in the Participant registration process for this Use Case].

Participants in the use case [ID 3.0 Trace] are companies that are 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 value chains can assume both the role of data provider and the role of data consumer.

Each participant has to declare in advance his agreement to the general conditions by an authorized representative. The participant is liable for the compliance with the policies by his employees.

The following applies to the beta phase: Data Providers may provide data through affiliated companies (§§ 15 ff. AktG), provided that they have their registered office within the European Union. Data consumers may pass on the data to their affiliated companies (§§ 15 ff. AktG), provided that the data processing takes place in the European Union.

If applicable, each participant is free to specify a relevant affiliated company (§§ 15 ff. AktG) also as a party to a data exchange contract.

2.2 WITH WHOM?

[Data Consumer, (i) by category (generic) and (ii) by legal entity name and other attributes (specific)].

Any participant who has agreed to the use case policies can enter into data exchange contracts in the role of both Data Provider and Data Consumer.

Direct data exchange only takes place between participants who have a direct customer or supplier relationship with each other (one-up/one-down).

The access authorizations are typically further restricted for the specific data offering in accordance with the concrete supply relationships by means of so-called "access policies". With these access policies, data providers are free to restrict access to their data offerings to specific participants in the network named by business partner number, irrespective of the generic framework conditions in the use case [ID 3.0 Trace].

2.3 WHAT?

[Data categories by (i) technical description and (ii) data quality parameters (if any)] [Specific usage rights and restrictions]

Within the use case [ID 3.0 Trace], data is offered and used in accordance with the following data models standardized by the Catena-X Association (https://catena-x.net/de/tractus-x/standard-library):

- CX 0019 Aspect Model: Serial Part Typization
- CX 0020 Aspect Model: Aspect Model: Assembly Part Relationship
- CX 0021 Aspect Model: Batch
- CX 0022 Notification Process

Right to transfer the Data to Affiliates (according to the access Policies) under the same conditions (according to these policies) as in the Data Exchange between Data Provider and Data Consumer, with the following provision:

- No commercial exploitation of the data
- No use outside the use case [ID 3.0 Trace].

2.4 WHEREFROM AND WHERETO?

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

For the beta phase, the following applies: Provision of the data from the Data Provider's headquarters and all branches in the European Union; use of the data at the Data Consumer's headquarters and all branches in the European Union. (Note: The restriction to the European Union is made provisionally within this version of the policies for the beta test phase in Catena-X). Provision and use of the data at locations of affiliated companies of the Data Provider or Data Consumer is permitted, as far as a corresponding authorization (according to Access Policies) for [ID 3.0 Trace] is indicated.

2.5 WHY?

[Use case with purpose of processing / data exchange]

Use of the provided data within the use case [ID 3.0 Trace] exclusively for the following purposes:

- Component tracing to optimize containment for technical actions.
- Processing of notifications of Quality Alerts ("supply chain bottom-up") and Quality Investigations ("supply chain top-down")

2.6 HOW?

[Provision / Data Exchange by EDC]

Data provision and use is in accordance with the standards defined by [ID 3.0 Trace] (https://catena-x.net/de/tractus-x/standard-library):

- CX 0018 Eclipse Data Space Connector (EDC): Provision of data to partners and access to data from partners takes place exclusively via Eclipse Data Space Connector (EDC).
- Standard CX 0002 Digital Twins in Catena-X: All data on parts, components, materials and products are provided as digital twins in the "Asset Administration Shell" logic (Asset Administration Shell of the <u>International Digital Twin Association</u>). Digital twins are entered in the Digital Twin Registry.

2.7 WHEN?

[Start time]

The policies for the provision and use of data apply to each participant as of his legally binding registration for [ID 3.0 Trace].

2.8 HOW LONG?

[open-ended / time-limited?]

The following applies to the beta phase: All data exchange agreements concluded under these policies end at the latest at the end of the beta phase (September 30, 2023).

2.9 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 at the registered office and its branch offices (in particular with regard to antitrust law (including, but not limited to, antitrust-compliant implementation taking into account the "one-up-one-down principle" and "compliance by design"), export control law, data protection, trade secrets, digital regulation) for themselves and any affiliated companies approved for [ID 3.0 Trace].

2.10 CONFIDENTIALITY?

[Data use is subject to confidentiality obligations (including reasonable exceptions (e.g., publicly available, already known, independently developed); A Data Consumer may share data within its own organization only on a "need-to-know" basis pursuant to Usage Policy.

Data Provider and Data Consumer must regulate confidentiality separately by appropriate agreement.

2.11 LEGAL REQUIREMENTS?

[Exclusion of warranty ("as is"), liability, rights of third parties, applicable law - preconfigured depending on the contractual relationship under civil law].

Data Provider provides the data in its respective state "as is" (without guarantee of quality, coherence, completeness as well as and with extensive disclaimer).

The Provider shall determine the choice of law and place of jurisdiction for the policies for [ID 3.0 Trace]. Data Provider and Data Consumer regulate choice of law and place of jurisdiction in their data exchange contract.

2.12 EXIT?

[Return / Deletion of data].

Default setting "keep" or "delete" according to Use Case [ID 3.0 Trace].

The withdrawal of a participant from a contractual relationship with an operating company or registration for the use case [ID 3.0 Trace] does not affect the transfer of data until the end of the beta test phase (September 30, 2023) from data exchange contracts that have already been fulfilled.