General Usage Terms for Online Services
cctop: clearing center telecommerce over one pipe

of the stratEDI GmbH, Lusebrink 9, 58285 Gevelsberg

1. Applicability

The company stratEDI provides services for the exchange of EDI messages between business partners in accordance with the following definitions.

The services defined hereafter shall always be performed by stratEDI exclusively according to the following terms. Only the terms of customer registration shall apply additionally. The applicability of any general terms of the customer is expressly excluded.

The treatment of personal data is regulated in the stratEDI GmbH's General Data Protection Regulation which can be found under the following address:

http://www.cctop.de/dokumente/Datenschutzrichtlinie_EN.pdf

2. Contract Conclusion

The contract between stratEDI and the customer shall be concluded by the customer registering at stratEDI's website (www.cctop.de). After registering, the customer will automatically receive an email about his registration. This email shall confirm the conclusion of a contract with the content that stratEDI shall provide the customer with the services he selected, i.e., either data clearing shall be performed using the cctop standard in-house formats or EDI data exchange via WebEDI.

After registration, stratEDI will contact the partners listed by the customer to initiate the EDI connection and, if required, request test data.

3. Services by stratEDI

3.1 General

Via its clearing center cctop, stratEDI allows EDI messages to be exchanged and converted between business partners.

The possibility to exchange electronic data is provided by stratEDI via cctop in two types which the customer must bindingly select during registration: classicEDI or WebEDI.

3.2 classicEDI

Use of cctop for data clearing replaces the so-called classic EDI process. This allows the operation of an own local EDI solution to be omitted.
Instead, the business partner will send the data designated for the cctop (e.g., orders) in EDIFACT format to the cctop server. This data will be converted into the cctop standard in-house format and forwarded to the customer. The same applies vice versa.

Any number of message types (e.g., orders, order confirmations, delivery notes, invoices, sales data, inventory reports, transaction messages, shipping orders, status reports, etc.) are supported.

The requirement is that the customer provides his data in the cctop standard in-house format. stratEDI may, but is not required to, support other formats requested by the customer.

Should the customer wish to communicate with cctop through a different interface, he can request this from stratEDI. stratEDI will send an offer in writing about the assumption/adjustment of the interface. However, this will not create a claim for the implementation of such an interface by stratEDI.

3.3 WebEDI

WebEDI provides an alternative service via cctop. Classical order implementation, i.e., the electronic exchange of orders, delivery notes and invoices is supported. The application is certified by GS1 Germany.

The customer is provided with the opportunity to log onto the central cctop web server via a simple browser without additional software. After entering his username and password, the customer can read his orders online in a secure area and print them out on paper. They will be processed conventionally, i.e., no change to existing processes is required.

The customer can create electronic delivery notes and invoices through so-called online forms using the turn-around process, i.e., only part of the required information must be provided again. Delivery note and invoice data will be converted to EDIFACT/EANCOM after being provided and sent to the customer's EDI partner.

3.4 No Documentation of Individual Facilities

The customer shall be responsible for ensuring that the transactions performed by him are documented by him. stratEDI is willing to provide support to the customer if required. Such support will be charged according to stratEDI's respective hourly rates. stratEDI may demand appropriate advance payments for the costs of providing such support. The technical installation of the contractual services for the customer, including mappings, implementation rules or the technical processes of data conversion are business secrets of stratEDI and will therefore not be disclosed to the customer under any circumstances.

4. Test Phase

For both types of cctop services, classicEDI and WebEDI, the following shall additionally apply:

After installation of the interface by the customer or receipt by the customer of the declaration that he will use cctop, the communication between the customer and the EDI partner will be tested.

For this, the customer or partner will create real test data which will be transferred to the EDI partner or customer via cctop. The EDI partner will compare the data transmission results together with the customer and report any errors to stratEDI and the customer.

For the duration of the test, the customer must ensure that his data is also transmitted to the EDI partner through ways other than cctop, e.g., by sending written documents. During this test phase, stratEDI shall provide no guarantees for the accuracy, completeness or punctuality of the data transmission.

Once no more errors occur, the customer will approve of the data transmission with the EDI partner to stratEDI. A report via email will suffice. Actual operations will begin at stratEDI following the receipt of the data transmission approval declaration by the customer and the EDI partner.

5. Services by stratEDI

5.1 Availability

stratEDI shall provide cctop services 24 hours a day, 7 days a week, 12 months per year. Excluded are downtimes of 3% per month for required maintenance. stratEDI will generally perform such maintenance between 10 PM and 6 AM.

5.2 Service Limitations

To transfer its data, stratEDI uses a computing center and a provider whom stratEDI commissioned to supply the required transfer technology X.400. stratEDI shall not be responsible for disruptions to the availability of its cctop service for which the computing center and/or provider are responsible.

6. Compensation, Payments

6.1 Compensation

The stratEDI GmbH shall receive compensation for the services listed in No. 3. The rates can be found on www.cctop.de under 'Pricing.'

6.2 Payment Obligation Commencement

The customer's payment obligations shall begin 6 weeks after registering, irrespective of when he starts his actual operations.

6.3 Additional Services

Services beyond those defined in 6.1 and first and second level support will be charged at cost in 15-minute rates. The customer will be charged for each quarter of an hour that started using the rates of stratEDI's current price list. This can be found on cctop's registration page at (www.cctop.de).

6.4 Invoicing

stratEDI shall send monthly invoices for the services it provided including a copy of the cost determination basis.

Invoices will be sent as paperless PDF files.

Should electronic receipt not be possible, the invoice will be sent via mail for a fee of EUR 3.00.

Invoices are payable within 10 calendar days after the invoice date without deductions.

6.5 Price Increases

stratEDI may raise its prices following an announcement period of 2 months at the beginning of the month. The announcement will be published on cctop's registration page.

7. Treatment of Disruptions, Reaction Time

Should the customer report any errors, stratEDI will begin remedying them within 2 hours and continue to do so during regular hours, Mondays through Fridays from 7:30 AM to 5 PM (except on legal holidays in North Rhine-Westphalia).

8. Liability

Should the stratEDI GmbH violate any duties, the following shall apply:

8.1

stratEDI shall be liable for its employees and vicarious agents for damage compensation without limitation, including for simple negligence resulting in injury to life, the body or one's health.

However, stratEDI shall only be further liable to the following extent:

The customer must grant stratEDI an appropriate grace period to rectify any breaches of duty of no less than three weeks. Only after this deadline passes without any results may the customer issue a cancellation and/or claim damages.

8.2

The customer may only assert damage claims in case of gross negligence or intentional breaches of duty by stratEDI. In any case, damage claims shall be limited to €100,000.00 for no more than two cases per contract year.

8.3

Should the customer be solely or primarily responsible for circumstances resulting in damage claims against stratEDI or if the circumstances justifying damage claims occurred during an acceptance delay by the customer, damage claims by the customer shall be excluded.

8.4

The customer may only assert damage claims in cases of gross negligence or intentional breaches of duty by the stratEDI GmbH. Damage claims instead of service (in case of non-performance, Section 280(3) in connection with Section 281 of the German Civil Code (Bürgerliches Gesetzbuch)) and damages caused by delays (Section 280(2) in connection with Section 286 of the German Civil Code) shall be limited to the negative interest. Damage claims due to non-provided services or services not performed as owed (Section 282 of the

German Civil Code) shall be limited to three times the average monthly payments of the last three months. If the contractual relationship was only established recently, the last month shall be used. Claiming damages instead of the services during service obligation exclusion (impossibility) is not possible.

8.5

stratEDI's liability for fraudulent intent and under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

8.6

The customer shall have contributory negligence credited to him, e.g., for insufficient participation (among others, for incomplete error reports, organizational errors or insufficient data securing).

stratEDI shall only be liable for the restoration of data if the customer took standard and appropriate data security measures and ensured that the data and programs in machine-readable form can be reconstructed with a reasonable amount of effort.

9. Duration, Cancellation

9.1 Duration

The contract shall commence for an indefinite time on the date agreed to by the parties.

9.2 Cancellation

The contract may be cancelled by either party in writing at the end of the month following the date of the receipt of the cancellation.

The right of either party to contract cancellation for important reason shall remain unaffected.

For stratEDI, an important reason for cancellation exists if the customer falls behind with his contractual payments in an amount equal to two monthly payments. In such cases, the contractual services shall be suspended after the cancellation enters into effect.
Each cancellation must be issued in writing.

10. Confidentiality, Data Protection

10.1 Confidentiality

stratEDI maintains strict confidentiality over received data. Data must be stored so that no unauthorized access is possible. This shall also apply to stratEDI employees who are not directly charged with handling the data provided by the customer.

10.2 Data Protection

The stratEDI GmbH shall adhere to all data protection regulations and requires its employees to maintain data confidentiality in accordance with Section 5 of the German Federal Data Protection Act (Bundesdatenschutzgesetz).

The stratEDI GmbH meets the requirements for contract data processing of Section 11 of the German Federal Data Protection Act. The specific measures taken and the customer's rights can be found in the General Data Protection Terms at the following address:

http://www.cctop.de/dokumente/Datenschutzrichtlinie_EN.pdf

Should the stratEDI GmbH use other contractors, e.g., computing centers, to perform its services on personal data, the stratEDI GmbH must also obligate the other contractors to adhere to Section 11 of the German Federal Data Protection Act as it follows its General Data Protection Terms towards its customers.

Regular data protection law instructions shall be provided.

11. General

11.1 Written Form

Changes to this contract must be issued in writing. The same shall apply to changes to this written form requirement.

11.2 Severability Clause

Should individual clauses of this contract prove invalid, the invalid clause shall be replaced by a valid clause that most closely approximates the economic aims of the invalid clause. The same shall apply to gaps.

11.3 Place of Fulfillment and Jurisdiction

The place of fulfillment and jurisdiction for any disputes arising from this contract and about its effectiveness shall be Gevelsberg.

11.4 Applicable Law

The law of the Federal Republic of Germany under exclusion of the UN Sales Convention shall apply.

11.5 Transfer

Claims of the customer against stratEDI from this contract may not be transferred without stratEDI's prior written permission. Claims to such permission shall not exist.