

General Operation Conditions

The following General Operation Conditions apply to the operation of software applications (the Applications as defined below) Robert Bosch Manufacturing Solutions GmbH, Wernerstrasse 51, 70469 Stuttgart, Germany (hereinafter referred to as: "**Operator**") to its customer (hereinafter referred to as: "**Customer**", Customer and Operator are hereinafter individually referred to as: "**Party**" or jointly referred to as: "**Parties**").

1. Scope of General Operation Conditions

- 1.1. Operator shall provide operation services with regard to Applications for Customer in accordance with these General Operation Conditions which comprises part of a contractual agreement between the Parties (hereinafter referred to as: "**Main Contract**").
- 1.2. Any proposal for additional or different terms and conditions or any attempt by Customer or any third party to vary these General Operation Conditions is hereby rejected and shall not apply even if Operator does not separately object to the application thereof, including without limitation, any reference to Customer's or a third party's business terms and conditions.
- 1.3. Individual agreements entered into with Customer (including ancillary agreements, supplements and amendments) and executed by each Party shall, in the event of any conflict, take precedence over these General Operation Conditions.

2. Subject Matter of the General Operation Conditions

- 2.1. The subject matter of these General Operation Conditions is the provision of operation services for one or more software applications (hereinafter referred to as: "**Application**") subject to payment obligations of Customer in accordance with Section 10 below. The Application to be operated and the operation services to be delivered are explained in further detail in the Main Contract or in an annex thereto (e.g. in a Service Document as defined below).
- 2.2. The implementation of an interface integration with Customer's existing system landscape is outside the scope of the operation services and requires a separate written agreement between the Parties.
- 2.3. The Application itself does not form part of the operation services. Customer is responsible for acquiring the necessary rights of use to the Application.

- 2.4. Operator has the right to have the services performed by third parties (including affiliates of Operator) as subcontractors.

3. Infrastructure, operation services

- 3.1. Unless otherwise agreed, the infrastructure necessary for the implementation of the Application (e.g. hardware, operating system, other third-party software, and network connection) shall be provided by Customer. Details in this respect are provided in the Main Contract or in an annex thereto (e.g. in an infrastructure catalogue).
- 3.2. Customer shall provide Operator with safe, permanent and reliable access and shall also provide to or obtain for Operator all the rights necessary for delivery of the operation services. Details in this respect are provided in the description of services (hereinafter referred to as "**Service Document**").
- 3.3. Sections 3.3.a.) - 3.3.d.) below shall only apply if the Parties have agreed in an individual contract that Operator shall also provide the Infrastructure (as defined in Section 3.3.a.)) which is necessary to operate the Application and to make the Application available via remote access.

- a) With effect from the agreed point in time, Operator shall make available the necessary infrastructure (hereinafter referred to as: "**Infrastructure**") according to the agreed service description and Operator shall keep the Application and the agreed storage space available on the Infrastructure for use in accordance with the provisions of these General Operation Conditions.

Unless otherwise agreed, Customer is responsible for punctual provision of the Application to the Operator for use. Provision shall be at the Operator's discretion either by handing over a data medium or by means of remote data transmission (e.g. download from the Internet) and transfer of the information required for the remote data transmission. In the event of remote data transmission, the transfer point is at

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- the Internet hub of Operator's data centre.
- b) Operator shall provide to Customer access to the Application via the agreed interfaces in accordance with these General Operation Conditions.
 - c) After the Application has been installed and set up, Operator shall transmit to Customer the instructions and data required for access to the Application. Customer shall change all passwords into passwords known only to Customer without undue delay and shall keep them confidential. Operator is not responsible for the damages which result from misuse or disclosure of user passwords.
- 3.4. Operator reserves the right to modify the operation services as necessary to address (i) any changes in the technical conditions or (ii) developments or technical advances, at any time in its sole discretion. Customer shall be notified of such changes by email no later than 30 calendar days before the planned effective date of the changes only in the event such changes cause a restriction in the functionality of the operation services or other impact (e.g. additional expenses). If Customer does not object within 30 days of receipt of the notification and continues to use the Application after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the period for objection. In the event of an objection, the contractual relationship shall be continued on the basis of the conditions which were in place before the modification. If Customer objects, Operator is entitled to terminate the Main Contract subject to a one (1) month notice period. Customer shall be advised of its right to object and of the consequences in the change notification.
- 3.5. Operator has no obligation to store or regularly back-up the Customer data unless this is explicitly agreed in the Main Contract. Customer shall be solely responsible for compliance with retention periods required of Customer under commercial and tax law and for other retention periods prescribed by statute.
- 3.6. Operator is only responsible for the proper performance of its operation services. Unless explicitly otherwise agreed, Operator is not responsible for the operation, availability or maintenance of the Infrastructure.
- 3.7. In the event of an emergency situation (e.g. data leak, security leak, severe software error, attack on the system), Operator has the right to initiate measures necessary to protect the Infrastructure, Application and Customer data (including decommissioning the infrastructure), even without prior notice to or coordination with Customer.
- 4. Technical availability of the Infrastructure provided by Operator**
- 4.1. In the event Operator is obligated to provide the Infrastructure for the Application, the availability for the Infrastructure provided by Operator shall be agreed in the Main Contract or in an annex thereto (e.g. Service Level Agreement). If not agreed in the Main Contract or in an annex thereto, an availability of 97.5% per annum (calculated with effect from the date of provisioning the Application) shall apply.
- 4.2. If the Infrastructure provided by Operator is unavailable due to: (i) planned maintenance work (e.g. for updates and upgrades), (ii) other planned interruptions in operations, (iii) unplanned maintenance work for good cause or for other reasons for which Operator is not responsible, such as malfunctions in the field of the provision, operation or support of Customer's communications connection (communications sections outside Operator's data centre), including without limitation a failure in Customer's internet connection, then for the purposes of calculating availability, such downtime shall be excluded and the Infrastructure shall be deemed to have been available during these times.
- 4.3. The availability provided in Section 4.1 shall not be required if Customer fails to comply with the Infrastructure and access requirements in accordance with the service description. Customer shall be solely responsible for compliance with the Infrastructure and access requirements. The provisions of Section 3.4 shall apply accordingly to changes to the Infrastructure requirements of Operator.
- 5. Support**
- 5.1. Operator shall provide Customer with first level support (hereinafter referred to as: "FLS") via a service desk and a ticket system for receiving error reports from the customer arising in the context of the operation services. The FLS availability shall be provided in accordance with the Main Contract.
- 5.2. Customer shall be advised of the processing status and of the solution at regular times until the solution is implemented and the error is corrected. If, however, the Operator realizes that the cause of the error results from a service or performance failure by Customer to comply with obligations under Section 11 or any other reasons for which Operator is not responsible, then the Operator shall forward the incident ticket to Customer. In this case

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Customer shall be responsible for correcting the error without any assistance from Operator. If, in such an event, the operation service of Operator is restricted until the error is rectified, then Operator is not responsible for the downtime resulting from such errors and Customer's payment obligations under Section 10 shall remain in effect.

5.3. Any support, maintenance or updates relating to the Infrastructure shall be provided by Operator as necessary and in accordance with the Service Level Agreement.

5.4. For the maintenance of the Application and/or to errors arising in connection with the Application, the provisions of the Main Contract and of any maintenance agreement which may have been executed by the Parties shall apply.

6. Other services by Operator

A separate agreement in writing is required for additional services by Operator, including without limitation support and integration services (for the Application, Customer systems and/or for plants / technical units) and consulting services. Customer has no entitlement to performance of such services.

7. Rights of use to infrastructure

Insofar as Operator is obligated to provide the infrastructure for the operation of the Application, Operator grants to Customer the right to access the Infrastructure for the use of the Application in accordance with the contracts, which are applicable for the use of the respective Application.

8. Customer data

8.1. The term Customer data means all the content of Customer which Operator has access to in connection with the performance of the operation services (hereinafter referred to as: "**Customer Data**"). In the event, Operator provides infrastructure as part of the operation services, the Customer Data also include the access data and the data generated manually by Customer with the Application.

8.2. For the purpose of the performance of the Operator under the Main Contract the Customer hereby grants to Operator the right to use and modify the Customer Data and the right to make such Customer Data accessible to the Customer.

8.3. Customer warrants that

a) Customer and/or Customer's licensors hold all rights to the Customer Data required for the granting of

rights under these General Operation Conditions;

b) the use of Customer Data by Operator in accordance with the Main Contract does not violate applicable laws and does not infringe the intellectual property of a third party;

8.4. Customer is responsible for the protection of its data. Except as explicitly agreed otherwise in the Main Contract, Customer is obligated to back-up its Customer Data on a regular basis. Each data back up by Customer shall be performed so that the recovery of the Customer Data is possible at all times.

8.5. Operator has the right to suspend the operation services for the Application immediately if there is Reasonable Belief (as defined in Section 8.5 sentence 2) that the stored Customer Data are violates applicable law and/or infringes the rights of a third party. "**Reasonable Belief**" of violation of applicable law and/or of an infringement of third party rights shall be deemed to exist if courts, authorities and/or other third parties notify Operator thereof. Operator shall then notify Customer of the suspension and of the reason for the suspension. The suspension of the operation services for the Application shall be lifted as soon as the Reasonable Belief no longer exists.

9. Defect claims

9.1. Following a defect notification by Customer, defects in the operation services shall be addressed by Operator in accordance with the response times specified in the Main Contract. If there are no response times specified in the Main Contract, Operator shall address such defects within a reasonable time. The same process shall apply with regard to other disruptions to the usability of the Application for which Operator is responsible. Any potential damages claims based on defective performance or on disruptions in the Application for which Operator is responsible shall be governed by Section 14 of these General Operation Conditions. Notifications of defects must be delivered in writing (including emails – in German Textform).

9.2. Customer's right to terminate on the grounds of a failure to permit the use of an Infrastructure provided by Operator pursuant to Section 543 (2) sentence 1 no. 1 BGB (German Civil Code) is excluded unless the establishment of use in accordance with the terms of the Main Contract must be deemed to have failed. The establishment of use in accordance with the terms of the Main Contract shall be deemed to have failed after the second unsuccessful attempt at the earliest.

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10. Remuneration

- 10.1. The amount of remuneration is set forth in the Main Contract or in an annex thereto (e.g. cost overview).
- 10.2. Operator is entitled to increase the remuneration, which was agreed in the Main Contract, no earlier than after expiry of a 12-month period from the effective date of the Main Contract, by giving three months' written notice to the end of a month, however such increase may not exceed Operator's list prices generally applicable for such services at the time of such notice. Further increases in the remuneration may only be demanded after the expiry of a 12-month period since the last price adjustment. In the event of an increase in the remuneration, Customer has the right to terminate the contractual relationship for its convenience within a notice period of at least six weeks from the effective date of the increase in remuneration, provided that the increase exceeds 10% of the remuneration.
- 10.3. Other services not covered by the remuneration agreed in the Main Contract shall be performed by Operator on a time and materials basis at the daily or hourly rates of Operator respectively agreed at the time when the order was placed or, if no hourly rates are agreed, at the applicable general list prices of Operator.
- 10.4. All prices are in Euro plus Value Added Tax at the applicable amount levied in accordance with statutory law. The remuneration shall become due on the date of the invoice and is payable within 30 calendar days of such date to the bank account indicated in the invoice.

11. Obligations of Customer

- 11.1. Customer shall assist Operator as reasonably requested during the terms of the Main Contract. Without limitation, Customer is obligated to:
- a) Without undue delay and immediately after initial access to the Application, change all passwords assigned by Operator into passwords known only to Customer, to keep usage and access authorizations assigned to Customer confidential, to protect them against access by third parties and not to disclose them to unauthorized users. This data shall be protected by using suitable and effective measures. Customer shall notify Operator immediately in the event Customer becomes aware of or suspects that unauthorized persons might have obtained knowledge of access data and/or passwords;

- b) create the system requirements and access processes for Operator described in the Main Contract;
- c) obtain the necessary consent from the respective data subjects to the extent that personal data is collected, processed or used in the operation of the Application and no statutory or other authorization applies;
- d) check data and information for viruses and other malware prior to sending data and information to Operator and to implement anti-virus programs in accordance with the state of the art; and to
- e) notify Operator of defects relating to operation services by email immediately (no later than on the next working day) after obtaining knowledge thereof.

11.2. Customer shall not:

- a) knowingly send data with viruses, worms, Trojans or other infected or harmful components, or to otherwise interfere in the proper functioning of the Infrastructure;
- b) intentionally employ devices, software or routines which have a disruptive effect on the Infrastructure, functions or usability of the Application or wilfully destroy other data, systems or communications, generate excessive load, or harmfully interfere with, fraudulently intercept or capture data.

12. Data security, data protection

- 12.1. The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with performance under the Main Agreement and the execution thereof to data privacy, except to the extent that they are already under a general obligation to comply with applicable provisions of data protection law.
- 12.2. If Customer processes personal data, then Customer warrants that it is authorized to do so in accordance with applicable regulations, in particular in accordance with data protection regulations, and in the event of any violation of such regulations, Customer shall indemnify Operator from and against third party claims. To the extent the data to be processed by Operator qualify as personal data, such processing by Operator constitutes commissioned data processing. Operator shall comply with the statutory requirements of commissioned data processing and with the instructions of Customer (e.g. compliance with obligations to delete and block data). Further details including the rights and obligations of the Parties related to data processing are governed by Operator's Supplementary

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Terms and Conditions on commissioned data processing.

12.3. Operator shall only process personal data of Customer to the extent required to execute the Main Contract.

12.4. The obligations pursuant to Sections 12.1 to 12.3 shall continue to exist as long as Customer data is in the possession and control of Operator and shall survive termination of the Main Contract.

13. Confidentiality

13.1. Each Party shall maintain the confidentiality of all information which is to be treated as confidential and is received during its performance under the Main Contract shall, only disclose it to third parties, for whatever purpose, subject to the prior written authorization of the other Party. Information to be treated as confidential includes information explicitly marked as confidential by the Party communicating the information and information which has to be considered as confidential due to its nature and the circumstances under which it is provided.

13.2. The obligations under Section 13.1 shall not apply to information or parts thereof that the Party receiving the information evidences

- a) was known to that Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation, or
- b) was already known to the general public or was generally accessible prior to the date of receipt; or
- c) became known to the general public or became generally accessible after the date of receipt without the Party receiving the information breaching this Section 13; or
- d) was developed by the Party receiving the information independently and without use of confidential information; or
- e) the Party disclosing the information waived the confidential treatment thereof in a written authorization to the Party receiving the information

13.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer shall not represent itself as the representative or commercial partner of Operator. Without the prior consent of Operator, Customer is not entitled to use information on intended or existing contractual cooperation for reference or marketing purposes.

13.4. The obligations under Section 13.1 shall survive termination of the Main Contract for an indefinite period and as long as a criterion for an exception pursuant to Section 13.2 has not been evidenced.

14. Liability

14.1. Operator is liable in accordance with the statutory provisions

- a) in the event of intent or gross negligence (Vorsatz oder grobe Fahrlässigkeit),
- b) in accordance with the provisions of the German Product Liability Act,
- c) within the scope of a guarantee promise given by Operator (vom Operator übernommene Garantie), or
- d) in the event of injury to life or limb or impairment to the health of a person.

14.2. In the event of any property or financial damage caused negligently in any other way, Operator and persons engaged by it for the performance of its obligations (Erfüllungsgehilfen) shall be liable only in the event of a breach of a material contractual obligation, the amount thereof being limited, however, to the damage foreseeable when the Main Contract was executed and typical of the type of contract; material contractual obligations are those obligations the performance of which is characteristic of the contract and which Customer may rely on (hereinafter referred to as: "**Material Obligation**").

14.3. Notwithstanding the provision in Section 14.1, in the event of a negligent breach of a Material Obligation evidenced by Customer, the amount of Operator's aggregate liability for all damages occurring during a Contract Year under the Main Contract (as defined below in Section 14.3 b.)) shall be limited subject to the following conditions:

- a) The maximum liability amount per Contract Year (as defined below in Section 14.3 b.)) amounts to 100% of the remuneration paid by Customer during the Contract Year in which the event giving rise to the damages occurs, which shall not exceed a maximum of Euro 100,000.
- b) If the maximum liability limit is not reached in one Contract Year, this does not increase the maximum liability limit in the following contract year. A "**Contract Year**" within the meaning above is the first period of twelve months from the date of provisioning in accordance with the Main Contract and every subsequent twelve-month period thereafter.

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14.4. Strict liability (“**liability without fault**” - verschuldensunabhängige Schadensersatzhaftung) for defects which already existed at the execution of the Main Contract, is excluded.

14.5. Operator shall not be liable for any loss of Customer data if such loss was caused by Customer’s failure to back up data in accordance with Section 8.4 and therefore Customer did not ensure that any Customer data can be recovered with reasonable effort.

14.6. The foregoing limitations of liability shall also apply in the event of breach by a person engaged by Operator in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies (Organe) of Operator.

14.7. With regard to telecommunications services, the limitations of liability pursuant to Section 44a of the German Telecommunications Act (TKG) shall apply.

15. Term, Termination

15.1. Except as otherwise agreed, the contract shall be entered into for an indefinite period and shall enter into force upon signature by both Parties.

15.2. Unless otherwise agreed, the contractual relationship may be terminated by either Party at any time by giving six months’ written notice to the end of a calendar month. The Parties’ right to terminate for cause (Kündigung aus wichtigem Grund) without notice shall apply.

15.3. Operator may terminate the Main Contract without notice and for cause if Customer is in default of payment of the remuneration or of a significant part of the remuneration pursuant to Section 10 for two consecutive months or, in a period lasting for longer than two months, if it is in default of payment of remuneration in an amount equivalent to the remuneration for the two months before termination. In the event of termination for cause caused by Customer, Operator may demand liquidated damages (pauschalierten Schadensersatz) which shall be immediately due and payable in one sum equivalent to an amount of 50% of the total monthly remuneration remaining under the current term of the Main Contract. Customer has the right to demonstrate that less damage was incurred, Operator has the right to demonstrate that greater damage was incurred.

15.4. Upon termination of the contract, all access authoriza-

tions of Customer under the Main Contract shall end automatically.

16. Obligations upon and after termination of the contract

In the event of termination of the Main Contract, Operator shall reasonably support Customer, on request and for remuneration based on time and materials, in the transition to another service provider. The Parties shall agree upon the details of such support in a separate transition agreement.

17. Export control

17.1. Customer is aware that the operation services, the use of the Application and the Infrastructure may be subject to import/export restrictions, including without limitation, approval requirements, and the use of the Application and of related technologies may be subject to restrictions/limitations in foreign countries.

17.2. Customer shall comply with the national and international export/import control regulations as applicable, and with all other relevant regulations.

17.3. Operator’s performance of its obligations under the Main Contract is subject to such performance having no impediments due to national or international import/export regulations or by any other statutory provisions.

17.4. Operator shall not be liable for any delays to or impact on agreed dates, due to export examinations or approval procedures. If necessary approvals are not granted, Operator shall not be required to perform obligations which require such approvals and shall have no liability related to its failure to perform such obligations.

17.5. Operator has the right to terminate the contract without notice period if the termination is required for Operator to comply with national or international laws or regulations. In the event of such termination, any assertion of claims for damages or of other rights by Customer based on the termination is not permitted.

17.6. The Application and the Infrastructure shall not be utilized for military purposes or for nuclear technology purposes.

17.7. Re-exportation prohibition

17.7.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any services,

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- goods or other deliveries supplied under or in connection with this Main Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended from time to time.
- 17.7.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 17.7.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 17.7.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 17.7.1.
- 17.7.4 If the Customer breaches clause 17.7.1, 17.7.2 or 17.7.3 of this Main Contract, at least negligently, this shall entitle Operator to immediately cease further deliveries to the Customer and to terminate this Main Contract and any contracts concluded under this Main Contract at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this Main Contract for cause shall not be affected by this.
- 17.7.5 The Customer shall immediately inform the Operator about any problems in applying paragraphs 17.7.1, 17.7.2 or 17.7.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 17.7.1. The Customer shall make available to Operator information concerning compliance with the obligations under paragraph 17.7.1, 17.7.2 or 17.7.3 within two weeks of the simple request of such information.
- thereto, the provisions of the Main Contract shall prevail over those of the annexes (with the exception of the General Operation Conditions).
- 18.3. Amendments and supplements to the Main Contract (including these General Operation Conditions and annexes to the Main Contract) must be made in writing in order to be effective. The same applies to waiving this written form requirement. Statements and notifications relevant in law which have to be made to Operator by Customer after execution of the contract (e.g. setting time limits, declaring withdrawal or a reduction in the price) must be made in writing in order to be effective. The written form requirement is not complied with by email except for notifications of defects.
- 18.4. Should individual provisions of the Main Contract or of these General Operation Conditions be invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the terms of such contracts.
- 18.5. If, during the performance of the Main Contract or of these General Operation Conditions, it should occur that the contract contains omissions which were not foreseen by the Parties, or if the Main Contract or a provision of these General Operation Conditions is or becomes ineffective or unenforceable or if the ineffectiveness or unenforceability of a provision is established by a final and non-appealable court ruling or by both Parties in mutual agreement, then the Parties undertake to complete this omission or to replace the ineffective or unenforceable provision to the minimum extent necessary to meet the economic intent of the Parties.
- 18.6. The courts of Stuttgart, Germany, shall have exclusive jurisdiction and venue.

18. Miscellaneous

- 18.1. The laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods shall govern the Main Contract and these General Operation Conditions.
- 18.2. These General Operation Conditions shall take precedence over the provisions of the Main Contract including the annexes thereto, except to the extent that the Main Contract explicitly states it takes precedence over these General Operation Conditions. In the event of any inconsistencies between the Main Contract and the annexes

Robert Bosch Manufacturing Solutions GmbH