

Software License Terms

The following software license terms (hereinafter referred to as “**License Terms**”) apply to the grant of a license to Software against remuneration (hereinafter referred to as “**License**”) by Robert Bosch Manufacturing Solutions GmbH, BCI – Bosch Connected Industry, Wernerstr. 51, 70469 Stuttgart, Germany (hereinafter referred to as “**Bosch**” or “**Licensor**”) to a customer (hereinafter referred to as “**Customer**”). Such License shall be granted for an indefinite period of time. Customer and Bosch are hereinafter referred to individually as “**Party**” or jointly as “**Parties**”. If Bosch grants a royalty-free license for software for test purposes for a limited period of time the “Software License Terms for Cost-Free Software for Temporary Test Purposes” apply instead. If Bosch grants a royalty-free license for software for an indefinite period of time and not only for test purposes the “Freeware License Terms” apply instead. If Bosch grants a license for Software as a Service (“**SaaS**”) solutions against remuneration, Bosch grants a SaaS licence limited to the contract period of the SaaS contract and the “SaaS License Terms” apply instead.

1. Area of Application, Priority of Open Source Software Licenses

- 1.1. Bosch licenses the usage of the Software to the Customer solely on the basis of this License and the paramounting individual contract which means an agreement between the Customer and Bosch regarding the provision of the Software (e.g. based on an offer, an order form or an online order) (hereinafter referred to as “**Contract**”) - whereby the free and open source software (hereinafter referred to as “**Open Source Software**” or “**OSS**”) that may be included/supplied is subject to OSS licenses (hereinafter referred to as “**OSS Licenses**”), which take precedence over this License. Unless otherwise stipulated in section 2.2 or in a separate agreement in accordance with section 5.8, the Source Code is not the object of the agreement. The term “**Source Code**” means a program code in the form of a text of a computer program written in a programming language and readable by humans in computer science, which cannot be changed by the Customer.
- 1.2. Terms and conditions of the Customer or third parties will not apply, even if Bosch does not separately or specifically object to the application of such terms and conditions in an individual case. Even where Bosch refers to a letter containing or referring to the Customer’s or a third party’s business terms and conditions, this does not constitute agreement with the application of those terms and conditions.
- 1.3. Individual agreements entered into with the Customer on a case-by-case basis (including ancillary agreements, supplements and amendments) shall in any event take precedence over this License. A written contract or the written confirmation by Bosch, respectively, shall be

authoritative as regards the content of such agreements.

- 1.4. Any and all offers of the Licensor are without obligation unless expressly otherwise stated in the offer.
- 1.5. The Contract is concluded upon an agreement being entered into or, upon receipt of an order confirmation from Bosch or with provision of the License key, whichever occurs earlier. Delivery times are non-binding.

2. Software

- 2.1. The subject matter of this License is the software defined in more detail in the Contract or in an annex thereto (e.g. in the service description) and which Bosch provides to the Customer against payment of a License remuneration (hereinafter referred to as “**Software**”). The Software consists of the executable program code and the related documentation in electronic form.
- 2.2. The Software may contain OSS. The OSS contained in the Software is subject to OSS Licenses. Pursuant to these OSS Licenses, Bosch has to pass on to Customer their terms and conditions, and the Customer must comply with these terms and conditions and fulfil respective obligations when using the OSS in another way than merely installing and running it internally on the Customer’s machines, e.g. through further disposal of the Software, as by distribution, selling or otherwise passing it on to a third party. The rights under the OSS Licenses are being granted to Customer, and in the event of Customer passing on a copy of the product to a third party, the terms and conditions of the applicable OSS Licenses apply to the distribution of any included OSS (in some cases the OSS License provides a direct license from the author/licensor of OSS to the third party). For many OSS Licenses, Bosch itself can neither grant these

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rights to the Customer, nor can Bosch obtain these rights for the Customer. The Customer must either expressly, or implied by copying, modifying or distributing of the OSS, accept and take responsibility for their compliance with the applicable OSS-Licenses. Further, the Customer must agree that updates or new versions of the product software may contain different or additional OSS or changes in the OSS-Licenses. BOSCH will notify the Customer of this fact and possibly additional or modified OSS-Licenses upon delivery of the updates. Bosch will provide the OSS components including the applicable OSS Licenses used in the Software upon Customer's request. In case the Customer provides software to Bosch to integrate into the Work Results, the Customer hereby allows Bosch to analyse the software to verify the OSS content in it. This however does not lower the responsibilities of the Customer for providing all material as required by the OSS licenses applicable to the software to Bosch.

- 2.3. Bosch shall provide the Customer with the necessary access credentials (URL, the user IDs and the number of user passwords, required to access the Software) required to access to and use of the Software. Customer shall change all passwords into passwords known only to Customer or the Customer's user, as the case may be, without undue delay and shall keep them confidential. Bosch is not responsible for the consequences of misuse of user passwords.
- 2.4. Insofar as software products from third-party providers are also supplied along with the Software, they should exclusively be used in conjunction with the Software.
- 2.5. The Licensor is entitled to technically secure the Software against unauthorized usage, e.g. by blocking programs. The Customer must not remove or circumvent such protective measures. To activate the Software following installation and when changes are made to the Software and hardware environment, it may be necessary to apply for a license key.

3. Usage Rights

- 3.1. Upon payment in full of the License remuneration as defined in section 4, the Customer shall receive for an indefinite period of time the non-exclusive, non-sub licensable, non-transferable right to use the Software in accordance with the respective license model, the following provisions and the provisions of the Contract. Permissible usage comprises installation of the Software, loading it onto a computer's internal memory, and use by

the Customer for its intended purpose. The Software must be used only for the agreed purposes and only in compliance with the specifications and within the scope agreed under the respective license model. A License to use is only permitted for countries, for which such License has been granted. Unless otherwise specifically agreed, this shall be the country in which the Customer has its registered office. For the use of the Software outside of Germany, certain restrictions may apply under national and international legislation. The Customer is obligated to comply with all applicable national or international legislation in the country where he uses the Software.

- 3.2. The Customer must use the Software only for its own business purposes and that of companies that are associated with it as defined in section 15 of the German Stock Corporation Act (Aktiengesetz) (hereinafter referred to as "**Group Companies**"). In particular, the following is permitted only with the prior written approval of the Licensor: (i) operating a data centre for third parties; (ii) temporarily making the Software available to anyone other than Group Companies (e.g. as application service providing, software as a service, or a cloud service); or (iii) using the Software to train people who are not employees of the Customer or its Group Companies. All forms of commercial sub-licensing are prohibited.
- 3.3. Duplicating the Software is permitted only insofar as necessary for proper usage under the terms of the agreement. The Customer is entitled to make the required amount of backup copies of the Software in accordance with standard industry practice. Backup copies on portable data storage media should be marked as such and furnished with the copyright notice of the original data storage medium.
- 3.4. The Customer is not authorized to change or modify the Software without the prior written consent of Bosch.
- 3.5. The Customer must not remodel the Software unless such work is necessary to remove compatibility problems in how the Software interacts with other programs the Customer needs and the Licensor is either not willing or able to remove these problems in return for appropriate remuneration in line with standard market rates. Licensor shall only withhold such consent in case of an objective reason.
- 3.6. If Licensor grants its consent for measures of the Customer according to section 3.4 or according to section 3.5, the Customer must not hire third parties for such

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- measures who are competitors of the Licensor to carry out the work, unless the Customer demonstrates that the risk of disclosure of important Trade Secrets belonging to the Licensor (in particular concerning the functions and design of the Software) is entirely ruled out. „**Trade Secret**“ is any information according to section 2 No. 1 of the German Trade Secret Act (*Geschäftsgeheimnisschutzgesetz – GeschGehG*).
- 3.7. Furthermore, the Customer is not authorized to translate the Software, use it to create derivative works from it, or delete the copyright symbols, trademarks, or any other features that enable the origin of the Software to be identified.
- 3.8. If the Customer purchases Software as a development license or as a training license, the Customer must use this Software exclusively for non-productive purposes (e.g. in test and development environments). In all other respects, the provisions of this License apply also to development licenses and training licenses. For the avoidance of doubt, this license does not apply test licenses, for which Bosch grants a license under the “Software License Terms for Royalty-Free Software for Temporary Test Purposes” instead.
- 3.9. The License is granted subject to the proviso that the Customer complies with his obligations in section 10.7.
- 3.10. The Customer is not authorized to assign, sublicense or transfer the acquired rights, in part or in whole, without the prior written consent of Bosch unless stipulated otherwise in these License Terms.
- 3.11. Should, in the course of repair or replacement in a warranty case or in the course of maintenance, the Licensor transfer new versions of the Software to the Customer that replace earlier versions, these new versions shall also be subject to the usage provisions laid down in this License. Following installation of the new Software version, the rights of the Customer to the previous version shall cease at the end of a transition phase lasting 3 months.
- 3.12. The Licensor retains all other rights to the Software, in particular the right to use the Software for commercial business purposes, to produce additional copies of the Software, to modify the Software, to distribute, to sell or to offer the Software and / or to use the Software for any other than contractually agreed purposes, other than that for which the License was originally granted. Bosch also retains all rights to the trademark, the Trade Secrets (as defined in section 3.6) as well as all rights to the trade name and all other Intellectual Property Rights (as defined in section 9.1) pertaining to the Software.
- 3.13. Bosch is authorized to prohibit the Customer from using the Software if the Customer violates any of the present License Terms.
- 3.14. Bosch reserves the right to adapt the Software to changed technical conditions, with regard to further developments or with regard to technical progress at any time.
- 3.15. Bosch is also authorized to check whether the Software is used in accordance with the rights of use granted. For this purpose, Bosch may request information from the Customer, in particular on the period and scope of use of the Software, as well as inspections of the Customer's books and documents, hardware and software, provided that this provides information on the period and scope of use of the Software. Therefore, Bosch shall be granted access to the Customer's business premises during normal business hours after giving at least 2 weeks' notice. The Customer shall ensure to a reasonable extent that the inspection can be carried out by Bosch and shall cooperate in the inspection. Bosch shall use all information obtained during the verification only for the purpose of verifying the legality of the license use. The Customer may request that the inspection shall be carried out on site by a Bosch representative who is bound to professional secrecy. The costs of the inspection shall be borne by Bosch, unless the audit reveals that the Customer uses or has used the Software beyond the agreed scope (license shortfall). In this case, the Customer shall bear the costs of the audit. In the event of a license shortfall, the Customer is also obligated to acquire the missing rights at the list prices for comparable services generally valid at the time of the audit plus a flat-rate claim for damages of 10% of the value of the license shortfall.
- #### 4. Remuneration for the License
- 4.1. In return for the transfer and use of the Software in accordance with the scope of usage defined in section 3 above, the Customer shall pay the Licensor the remuneration plus VAT and all other related taxes, that may arise in connection with the transfer and / or use of the Software, agreed in a separate document or in the absence of such, that specified in the Licensor's current valid price list.
- 4.2. All invoices from the Licensor must be paid without any

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deductions to a bank account specified by the Licensor within 30 days of the receipt and due date of the invoice.

5. Delivery, Transfers, Deposits

- 5.1. Unless otherwise agreed, the Software shall be delivered in the version that is current at the time of delivery. The delivery of the Software and transfer of risk shall be effected at the Licensor's choice either by providing a common data storage medium to the Customer or else by providing the Software as a download and conveying the information required for the download or – but only if this has been explicitly agreed between the Parties – via installation of the Software by the Licensor. Sentences 1 and 2 of this section 5.1 apply mutatis mutandis for deliveries undertaken in the context of repair or replacement delivery in a warranty case.
- 5.2. Unless expressly agreed otherwise in writing, the Licensor's deliveries, which require a physical transfer of goods (e.g. of data storage media) are performed "FCA shipping point of the Licensor's supplying plant/warehouse" (Incoterms® 2020). In any case, the point of the Licensor's supplying plant / warehouse is also the place of performance for the Licensor's deliveries and works and services and any subsequent performance (*Gewährleistung*).
- 5.3. The Customer shall be permitted to cede the Software to a third party only by transferring the entirety of the Software as a single unit and completely and definitively relinquishing its own usage of the Software and where the terms set out in section 5.4 below are satisfied (hereinafter referred to as "**Transfer**").
- 5.4. The Customer shall ensure that the third party is not granted any further rights of use to the Software than those to which the Customer is entitled under these License Terms and that at least those obligations arising from these License Terms with respect to the Software are imposed on the third party. In the event of a right of use being transferred to a third party, the Customer is obliged to surrender to the third party all the copies supplied to or created by the Customer or to erase them. If the Customer transfers its right to use the Software, the Customer shall also hand over the Documentation to the third party.
- 5.5. If the Customer purchases the Software as a download, it shall be entitled to copy the Software onto a data storage medium for the purpose of a Transfer.

- 5.6. If the Customer divulges data storage media, hard drives or other hardware on which Software is stored (in whole or in part, unchanged or adapted) to third parties (i) without Transfer of the Software or such data carriers or (ii) without giving up ownership and / or possession of the abovementioned items, then the Customer must ensure that the stored Software is completely and permanently deleted prior to such transfer, unless agreed otherwise with the Licensor.
- 5.7. If the Customer's usage right ceases (e.g. by means of withdrawal from the Contract or delivery of a replacement of the Software), the Customer must delete all copies of the Software (in case of a replacement of the Software, this only refers to the previous Software versions) and shall confirm this deletion to the Licensor in writing.
- 5.8. Only if explicitly requested by the Customer in writing and at Customer's cost and only insofar as the Licensor is entitled to do so, the Licensor shall deposit the Source Code of the Software at an external software escrow depository. Insofar as they exist, the framework conditions agreed between the Licensor and the software escrow depository shall apply to the deposit of the Source Code of the Software; otherwise, the terms and conditions separately agreed by the Parties and the software escrow depository shall apply instead.

6. The Customer's Cooperation and Information Obligations

- 6.1. The Customer shall bear the risk for the Software meeting its expectations and needs; if in doubt on any point, the Customer shall align with the Licensor or seek advice from third parties with professional expertise before conclusion of the Contract.
- 6.2. The Customer is solely responsible to set up an adequate hardware and software environment (hereinafter referred to as "**IT Infrastructure**"), and he must maintain such IT Infrastructure, which is necessary for the use of the Software, and the Customer is also solely responsible to operate and maintain the Software. The Customer shall thoroughly test the Software before its use to ensure it is free from defects and works properly in the existing IT Infrastructure. This also applies to Software, which the Customer received from the Licensor in case of repair or replacement in a warranty case, due to a maintenance service, as a gesture of goodwill or due to any other reason. The Customer undertakes to check the results generated with the Software prior to the actual use of such results and to promptly notify the Licensor of any possible Incidents or Errors in the Software. The

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Customer must supply all necessary information in this regard at the Licensor's request. The term "**Incident**" means an event that is not part of the standard operation of the Software and that actually or potentially causes an interruption of this Software or a reduction of the agreed quality or due to an inadequate configuration of the system that impairs Customer from using a function of the Software as described in the documentation of the Software, such as failed API requirements. This Incident may have been caused by Bosch or the Customer. If the Incident is caused by a deficiency in the programming of the Software by Bosch, which can only be remedied by an intervention in the Source Code of the Software, it is an Error. For the definition of the term Error see there. The term "**Error**" means a malfunction of the Software that is caused by a defect in the programming of the Software (e.g. semantic error, logical error) and that can only be remedied by an intervention in the Source Code of the Software.

- 6.3. The Customer must observe the instructions given by the Licensor for the operation of the Software; he shall at regular intervals (i) visit the web pages accessible via the Internet at www.bosch-connected-industry.com or (ii) if a different website is mentioned in the Contract, via this website or (iii) if another source of information is mentioned in the Contract, via this source of information or (iv) by means of other information sent to him by the Licensor and made available or communicated to the Customer in any other way (e.g. by e-mail), inform himself about current instructions and take these into account in the test operation.
- 6.4. The Customer shall give the Licensor access to the Software for the purpose of finding and correcting errors; this can occur directly and/or via remote access at the Licensor's discretion.
- 6.5. The Customer shall make appropriate provisions for the eventuality of the Software not working properly either in part or in full (e.g. by means of daily data backups, fault diagnosis, regularly checking data processing results, etc.). Unless the Customer explicitly states otherwise in advance, the Licensor shall be entitled to assume that all Customer data it can come into contact with is backed up.
- 6.6. Markings on the Software - in particular copyright notices, trademarks, serial numbers, etc. - must not be removed, altered, or rendered indecipherable.
- 6.7. If installation of the Software is required, the Customer himself is responsible for the installation of the Software.

At the Customer's request, the Licensor can carry out the installation for a separately agreed remuneration.

- 6.8. The Customer shall bear all related costs and expenses plus a reasonable profit margin, that accrue to the Licensor as a result of the Customer breaching its cooperation and information obligations. For such extra costs and expenses due to further works and services, the Licensor is entitled to charge appropriate external hourly rates.
- 6.9. For the use of the Software outside of Germany, certain restrictions may apply under national and international legislation. The Customer is obligated to comply with all applicable national or international legislation in the country where he uses the Software.
- 6.10. The Customer moreover agrees to bear the costs for all related taxes, customs duties or levies and other fees that may arise in connection with the use of the Software.

7. Warranty (*Gewährleistung*)

- 7.1. With respect to the properties and specifications of the Software, only the description of the Software provided by the Licensor prior to conclusion of the Contract or agreed in a separate document (e.g. in the Software documentation) shall be binding. The details contained therein should be understood exclusively as specifications of services and not as warranties (*Garantien*). A warranty shall be allowed only when it has been explicitly designated as such in writing. The Licensor shall not owe performance of specifications that go beyond this, and in particular such a performance obligation shall not arise from public statements or advertisements issued by the Licensor or its sales partners. Upon purchase of the Software by the Customer, the Licensor shall provide a warranty for a period of 12 months starting from the date of delivery (hereinafter referred to as "**Warranty Period**") that the Software will have the agreed properties and specifications, in derogation of the foregoing the statutory warranty period shall apply, if Licensor is liable pursuant to section 8.2 sentence 1, section 8.2 sentence 2 (i) and section 8.3. Warranty claims and warranty rights on the part of the Customer shall expire at the end of this Warranty Period.
- 7.2. Unless otherwise provided for in this License, including the following provisions, the statutory provisions shall apply in the event of material defects and defects of title. Section 9 shall apply to defects of title caused by the infringement of Intellectual Property Rights of third

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- parties (as defined in section 9.1).
- 7.3. The Customer's claims for defects require that the Customer inspected and notified defects in accordance with statutory provisions.
- 7.4. At Licensor's request, and if this is feasible with regard to the allegedly defective delivery item, the Customer shall return such allegedly defective deliveries to the Licensor at his own expense. In the event the complaint is justified, the Licensor reimburses the costs of the most favourable manner of transport; this shall not apply if the costs increase because the deliveries are located at a place other than the place of intended use. If a return of the defective deliveries according to section 7.4 sentence 1 is not possible (e.g. in case of installed software), the Customer must grant the Licensor access to the deliveries to allow the Licensor to examine the alleged defect, if and as far as technically possible and requested by the Licensor, the Customer must grant a remote access. In the event of unjustified notification of defects, the Licensor entitled to demand reimbursement from the Customer for the expenses incurred by the Licensor (e.g. transport, labour and material costs).
- 7.5. Subsequent performance (*Nacherfüllung*) in a warranty case shall be effected at Licensor's discretion by rectification of such defect or replacement delivery. In the case of Software, the Licensor fulfils its obligation to subsequent performance, if the Licensor provides a version of the Software, which no longer contains the defect. Instead the Licensor may also point out an effective workaround to the Customer which allows to circumvent the defect, whereby the workaround option shall be exercised provided that this is reasonable for the Customer taking into account the effects of the defect and the circumstances of the circumventing solution pointed out. The installation of the Software, which is provided within the scope of the subsequent performance, is the responsibility of the Customer, insofar as the installation is technically possible for the Customer. The Licensor's right to subsequent performance according to statutory provisions remains unaffected.
- 7.6. The Licensor remedies defects or carries out replacement deliveries as a gesture of goodwill and without any recognition of a legal obligation. An acknowledgment of the defect, which may lead to a new start of the limitation period for the repaired or replaced part of the Software, shall only exist if the Licensor expressly declares this to the Customer.
- 7.7. If the subsequent performance fails three times or if a reasonable period of time set by the Customer for the subsequent performance has expired without success or is dispensable according to statutory provisions, the Customer may reduce the price or withdraw (*Rücktritt*) from the Contract or in accordance with statutory provisions. No right of withdrawal shall apply in the case of minor defects.
- 7.8. Warranty claims are excluded, if the failure occurred after the transfer of risk because of e.g. natural wear and tear, the violation of operating, maintenance and installation instructions, unsuitable or improper use, incorrect or negligent handling, storage or installation or because of interventions in the Software by the Customer or third parties.
- 7.9. In case of a breach of duty other than relating to a defect, the Customer may only withdraw or terminate the Contract in accordance with statutory provisions, if the Licensor is responsible for the breach of duty.
- 7.10. Claims for defects shall become statute-barred two years after delivery to the Customer, unless mandatory law provides for a longer period of limitation.
- 7.11. The Customer's fault-based claims for damages and reimbursement of expenses, even in case of defects, shall only exist in accordance with the provisions of section 8 and is excluded in all other cases.
- ## 8. Liability
- 8.1. Unless otherwise provided for in this License, the Licensor shall be liable - irrespective of the legal basis (contract, tort, indemnity or any other legal basis) - for damages, losses and reimbursement of expenses (hereinafter referred to as "**Damages**") as follows or as agreed in a separate liability agreement.
- 8.2. The Licensor shall be liable for Damages in cases of intent on the part of the Licensor and gross negligence (*grobe Fahrlässigkeit*) on the part of the Licensor's legal representatives or executive staff. In the case of simple negligence (*einfache Fahrlässigkeit*), the Licensor shall only be liable – subject to a lesser level of liability existing in accordance with statutory provisions (e.g. due care in the Licensor's own matters) – (i) for Damages resulting from injury to life, body or health and (ii) for Damages resulting from the breach of a material contractual obligation, whereas a "**Material Contractual Obligation**" refers to an obligation whose fulfilment is essential for the proper execution of the Contract and on whose

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compliance the contractual partner regularly relies and may rely – in case of Damages resulting from a breach of a Material Contractual Obligation, however, the Licensor's liability shall be limited to compensation for the foreseeable, typically occurring Damages; for liability under this section 8.2 the Parties agree - with due regard to the type and scope of services to be performed under this Contract - to a liability cap per incident of Damages amounting to EUR 100,000.00 and a maximum total damages of EUR 200,000.00 per calendar year. Except where there are explicit provisions to the contrary in this License, the Licensor shall bear no liability beyond that defined above.

- 8.3. The limitations of liability resulting from section 8.2 above shall not apply if the Licensor has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods, and for claims of the Customer under the Product Liability Act (*Produkthaftungsgesetz*).
- 8.4. Contractual and non-contractual claims of the Customer for Damages based on a defect in the Software or any other goods and services delivered under the Contract shall become statute-barred two years after delivery, unless statutory law mandatorily provides for a longer period of limitation. In case of intent according to section 8.2 sentence 1, and in case of section 8.2 sentence 2 (i) and section 8.3, the claims of the Customer for Damages shall become statute-barred in accordance with statutory provisions.
- 8.5. Contributory negligence on the part of the Customer must be taken into account. The Customer is obligated to mitigate its Damages as far as possible and to avoid further Damages.
- 8.6. Bosch is not liable for taxes, other levies and resulting damages for which the Customer is the taxpayer.
- 8.7. Strict liability (which means liability without fault – *verschuldensunabhängige Schadenersatzhaftung*) is excluded for defects which already existed when the Contract was concluded.
- 8.8. Any liability for Damages beyond that provided for in section 8 is excluded – regardless of the legal nature of the claim established. In particular, the Licensor shall not be liable for Damages incurred by Customer due to its failure to back up in accordance with section 6.5.
- 8.9. Insofar as the liability for Damages is excluded or limited in accordance with the above provisions, this also applies

with regard to the personal liability for Damages of the Licensor's managing directors, employees, representatives and in case of fault of or of personal liability of vicarious agents (*Erfüllungsgehilfen*). With regard to telecommunications services, the limitations of liability pursuant to section 44a of the German Telecommunications Act (*Telekommunikationsgesetz - TKG*) (applicable until 30 November 2021) and section 70 of the German Telecommunication Act (applicable as of 01 December 2021) shall remain unaffected.

- 8.10. The Customer is obligated to indemnify the Licensor from and against any and all Damages, costs and disadvantages claimed and potential claims raised against the Licensor by third parties on account of the infringement of their rights by Customer data or due to a violation of the law committed by Customer when using the Software.
- 8.11. In addition, the Customer is obligated to refund to the Licensor all the costs accruing due to the above infringement or violation, in particular the costs of reasonable legal defence, including the court costs and attorney fees and futile expenses. This does not apply if and to the extent that the Customer proves that he were not responsible for the above infringement or violation.

9. Intellectual Property Rights

- 9.1. The Licensor shall not be liable for claims arising from the infringement of industrial property rights or copyrights of third parties (hereinafter referred to as "**Intellectual Property Rights**") if the Customer or companies in which the Customer directly or indirectly holds a majority of the capital or voting rights have or had the Intellectual Property Right or the right to use.
- 9.2. The Licensor shall only be liable for claims arising from the infringement of Intellectual Property Rights, if at least one Intellectual Property Right of the same Intellectual Property Rights family has been published either by the European Patent Office or in either the Federal Republic of Germany, France, the U.K., Austria or the U.S..
- 9.3. The Customer shall notify the Licensor immediately of any (alleged) infringements of Intellectual Property Rights that become known or of any risks in this respect and, give the Licensor the opportunity to jointly oppose such claims. At the Licensor's request, the Customer shall – as far as possible and permissible – allow the Licensor to conduct legal proceedings (including non-judicial procedures).

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- 9.4. At the Licensor's discretion, the Licensor is entitled (i) to obtain, on the Customer's behalf, a license for the Software, which (allegedly) infringes an Intellectual Property Right or (ii) to modify the Software in such a way that they no longer infringe the Intellectual Property Right, or (iii) to replace Software with a similar product, which no longer infringes the Intellectual Property Right. The Licensor reserves the right to take the measures in section 9.4 sentence 1 at the Licensor's choice, even if the infringement of the Intellectual Property Right has not yet been legally established or acknowledged by the Licensor.
- 9.5. If the Customer is ordered to desist from using the Software or a part thereof by means of either (i) the non-appealable decision of a court of law or (ii) being served with a temporary injunction, the Licensor shall at its own discretion either procure the Customer the right to continue using the Software, replace or modify the Software so as to remove the infringement while retaining the agreed functionalities, or, (iii) if the two abovementioned alternatives under (i) or (ii) prove impossible or unreasonably onerous for the Licensor to achieve, to terminate the Customer's rights to the affected Software in writing and reimburse the value of the affected Software while taking into account a 3-year usage life for such affected Software (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the Customer, the cancellation of the Contract shall be limited to the extent required to prevent the infringement. The Customer shall have a right of recourse against the Licensor only to the extent that the Customer has not entered into any agreements with its own customers that go beyond the statutory warranty claims, e.g. goodwill agreements.
- 9.6. If and as far as it is not possible for the Licensor under reasonable conditions or within a reasonable period of time to replace or modify the Software so as to remove the infringement while retaining the agreed functionalities, the rights and obligations under section 9.5 apply accordingly.
- 9.7. Any claims of the Customer shall be excluded (i) to the extent that the Customer is responsible for or has caused the infringement of Intellectual Property Rights, (ii) if the Customer does not reasonably support the Licensor in the defence against claims asserted by third parties, (iii) if the Software has been manufactured in accordance with the specifications, design, data or with material or instructions of the Customer, (iv) if the infringement of Intellectual Property Rights results from use in combination with another product (including other software of the Customer or of any third party) not stemming from the Licensor or released by the Licensor, (v) if the Software is not used in accordance with the Contract, (vi) if the Software is used in a manner, which could not have foreseen by the Licensor or (vii) if the Software was amended by the Customer or a third party. In this case, the Customer exempts, holds the Licensor harmless and releases the Licensor from any and all liability arising from third party claims.
- 9.8. The Customer's claims for damages and reimbursement of expenses shall exist in the case of Intellectual Property Right infringements only in accordance with the provisions of section 8. Sections 7.9 and 8.4 shall apply accordingly to the limitations for claims based on infringements of Intellectual Property Rights. Any further claims of the Customer due to the infringement of Intellectual Property Rights other than those regulated in this section 9 are excluded.
- ## 10. Confidentiality
- 10.1. "**Confidential Information**" as used in this License means any and all knowledge and any and all information, e. g. including but not limited to information about operational processes, business relations, know-how and Trade Secrets (as defined in section 3.6), that can be communicated, as well as all documentary material, samples and including the Software (except for the open source software components), regardless of their physical form or nature and characteristics, which are disclosed or made available by one Party to the other in connection with the contract which is based on these License Terms, regardless of being marked as confidential or not. Confidential Information includes information explicitly marked as confidential by the Party communicating the information and information where the confidentiality thereof derives from the circumstances of its provision.
- 10.2. The Parties have to maintain the confidentiality of all Confidential Information that a Party has obtained or will obtain under this contractual relationship. For the duration of the contractual relationship and for a period of 5 years after its termination, each Party undertakes to use all Confidential Information which was or will be received from the notifying Party under the contractual relationship only for the purposes of the intended cooperation and to keep it secret. The receiving Party will, for whatever reason, i.e. not use the Confidential Information, not to disclose it or make it available to third parties, either directly or indirectly, orally or in writing or

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- in any other way, unless it has received the prior express written consent of the notifying Party. Affiliated companies within the meaning of section 15 et seqq. German Stock Corporation Act (*Aktiengesetz*) as well as the Licensor's subcontractors, who were obligated to maintain the relevant confidentiality, are not considered as third parties in the meaning of this provision.
- 10.3. The Customer shall not disclose Confidential Information to third parties unless this is necessary for the exercise of the rights granted to the Customer under this License. To safeguard the Confidential Information, the Customer must apply the same degree of care (although never less than a reasonable degree) as it applies to its own confidential information of similar importance.
- 10.4. The obligations under section 10.1 to section 10.3 do not apply or lapses for such information or parts thereof with respect to which the Party receiving the information proves that
- it was lawfully known to that Party or was generally accessible prior to the point in time of receipt or became known to that Party from a third party after the point in time of receipt in a lawful manner and without any confidentiality obligation;
 - it was already known to the general public or was generally accessible prior to the date of receipt; or
 - it became known to the general public or became generally accessible to the public after the date of receipt without the Party receiving the information being responsible for this; or
 - the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party; or
 - that the Customer generates of its own accord; or
 - that must be disclosed by act of law.
- 10.5. Customer does not have the right to act as the representative or commercial partner of the Licensor. Without the prior consent of the Licensor, Customer is not entitled to use Confidential Information on envisaged or existing contractual cooperation for reference or marketing purposes.
- 10.6. Bosch is authorized to include the Customer name and the Customer's company logo in its reference list and to present this reference list to third parties and to publish the reference list for advertising purposes. The Customer may object to this use at any time for the future. However, Bosch is not obligated to recall or change advertising which has already been published at the time of the Customer's objection.
- 10.7. Subject to section 2.2, the Customer is not authorized to process, change, reverse engineer (hereinafter referred to as "**Reverse Engineering**", which has the meaning as in the EU directive 2016/943), decompile or disassemble the program code of the Software or parts thereof and / or of any provided Confidential Information or of parts thereof, or to otherwise establish the Source Code of the Software or to produce derivative works of the Software without the prior consent of the Licensor, whereby mandatory statutory copyright powers of the Customer according to Articles 5 and 6 of the EU Directive 2009/24/EC and their implementation into German law (exceptions to the restricted acts and decompilation) remain unaffected. The Party providing the Confidential Information reserves all rights (including copyrights and the right to apply for industrial property rights such as patents, utility models, topography rights, etc.). The Customer may only engage third parties to conduct the measures in compliance with section 10.7 which are not competitors of Bosch, unless the Customer proves that the risk of divulging Confidential Information according to this section 10 (especially function and design of the Software) of Bosch.
- 10.8. In case of a termination of the License, Each Party undertakes to return to the notifying Party, or destroy without delay, at the request of the notifying Party, all Confidential Information (including copies made) and samples received from the notifying Party in writing or otherwise recorded, in which case the destruction shall be confirmed in writing to the notifying Party. The obligation to return or destroy does not extend to copies of the Confidential Information received which (i) the receiving Party keeps in safe custody to provide evidence of the content and course of the conversations or (ii) are necessarily created in the course of routine data backups.
- 10.9. For personal data, each Party shall comply with the regulations on statutory data protection and shall take the necessary technical and organizational protective measures, for example against unauthorized access, unauthorized modification or disclosure.
- ## 11. Export Controls and Customs
- 11.1. Each Party is entitled to refuse to perform its obligations under this License insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export

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- control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this Contract (hereinafter referred to as “**Foreign Trade Law**”). In such cases, either Party is entitled to terminate this Contract to the extent necessary.
- 11.2. In case of delay in the performance of obligations under this License caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law procedures (hereinafter referred to as “**Authorization**”), the time of performance for such obligations is extended/moved accordingly and neither Party shall have any liability for non-compliance related to such delay. Should an Authorization be denied or not granted within 12 months after filing the application, the Licensor is entitled to terminate this Contract to the extent the performance of the obligation requires this Authorization.
- 11.3. Each Party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance according to section 11.1 or delay in performance according to section 11.2.
- 11.4. Upon Licensor’s request, the Customer shall provide all information and documentation necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end -use of the Software and any other goods provided under this Contract. The Licensor may, in the Licensor’s sole discretion, refuse to perform its obligations under this Contract or terminate the Contract, if the Customer does not provide the Licensor with such information or documents within a reasonable time period.
- 11.5. In the event that the Customer provides to any third party (specifically including any affiliate of the Customer) any Software or other goods provided under this Contract, the Customer shall comply with applicable Foreign Trade Law. The Licensor is entitled to refuse to perform its obligations under this License and to terminate the Contract for cause, if the Customer breaches this obligation.
- 11.6. To the extent permitted by applicable law, the Licensor shall have no liability for any claims of the Customer for damages related to or arising from the Licensor’s refusal to perform obligations under this Contract or termination of the Contract in accordance with sections 11.1, 11.2, 11.4 and 11.5.
- 11.7. For delivery of goods across customs borders to the Licensor, the Customer is obligated to provide the Licensor with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to the Licensor, the Customer is obligated to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only” in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.
- 11.8. The Software to be delivered must not be used for military purposes or in the service of nuclear technology or for the production or development of rockets, chemical/biological or nuclear weapons. The Transfer of the Software to countries and persons prohibited by the US and/or EU export control regulations and Foreign Trade Law is prohibited.
- 11.9. Re-exportation prohibition
- 11.9.1 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, goods or other deliveries supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended from time to time.
- 11.9.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 11.9.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 11.9.3 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 11.9.1.
- 11.9.4 If the Customer breaches clause 11.9.1, 11.9.2 or 11.9.3 of this Contract, at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate this Contract and any contracts concluded under this 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

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parties to terminate this Contract for cause shall not be affected by this.

- 11.9.5 The Customer shall immediately inform the Bosch about any problems in applying paragraphs 11.9.1, 11.9.2 or 11.9.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 11.9.1. The Customer shall make available to Bosch information concerning compliance with the obligations under paragraph 11.9.1, 11.9.2 or 11.9.3 within two weeks of the simple request of such information.

12. Force Majeure

- 12.1. Either Party has the right to discontinue performance of contractual obligations, insofar as such performance by the relevant Party is rendered impossible or made unreasonably difficult through no fault of that Party as a result of the following circumstances: fire, armed conflicts, war, general mobilization, insurrection, requisition, confiscation, embargo, all forms of disruptions in operations, difficulties in procuring material or energy, delay in transport, shortage of labour, energy or raw material, difficulties in obtaining official authorizations or official provisions, restrictions of deliveries and services caused by an epidemic or a pandemic, or the absence, not orderly or non-timely delivery by the subcontractors and delays caused by defective or delayed means of transport on account of the circumstances listed in this section 12, the Licensor's right to discontinue contractual duties also applies to industrial action that affects the Licensor or the Licensor's suppliers or other circumstances that are beyond the Licensor's control (hereinafter referred to as "**Force Majeure**").
- 12.2. The COVID-19 epidemic is currently ongoing and its duration and impact are unpredictable for the Parties. The Parties assume that the economic life relevant to the contract will normalize in the next months, in particular that the economic restrictions due to the COVID-19 epidemic will be abolished. However, neither the duration nor the further effects of the measures taken by the affected states against this epidemic are predictable for the Parties. Against this background, the Parties define the COVID-19 epidemic as a case of Force Majeure.
- 12.3. As Brexit is pending and the political and economic impact is also unpredictable, Brexit issues, whatever issues that may be, may occur and their duration and impact are also unpredictable for the Parties, and neither the duration nor the further effects of the measures taken by the affected states due to Brexit or against Brexit are predictable for the Parties. Against this background, the Parties define Brexit issues also as cases of Force Majeure.
- 12.4. A Party invoking Force Majeure shall inform the other Party in writing without undue delay of the occurrence and of the end of such circumstance. If there are disruptions in supply / other performance due to the Force Majeure, this shall release the provider of the service from its obligation to perform for the duration and extent to which the hindrance caused by Force Majeure prevails and all set deadlines and time periods will be extended accordingly, plus a reasonable restart period. If the Customer is hindered from performing its contractual obligations on account of Force Majeure, the Customer shall compensate the Licensor for any costs incurred on securing and protecting the work.
- 12.5. The Licensor is not liable for the impossibility of supply / other performance or for delays insofar as these were caused by Force Majeure.
- 12.6. Notwithstanding all effects defined in this License, either Party has the right to withdraw from the Contract by providing notice in writing to the other Party, if the discontinuation of performance of the Contract due to Force Majeure will last for longer than six months. In that case, the Licensor shall be reimbursed with the costs incurred by the Licensor up until such point in time (in particular the costs for materials, working hours, subcontracting).

13. Data Use and Data Protection

- 13.1. The Licensor has the right to store, use, transfer and/or exploit all of the information contributed and generated by the Customer in connection with the Software, with the exception of personal or company-related data, for any purposes over and above the purpose of the Contract, for instance for statistical, analytical and internal purposes. This right is unlimited and irrevocable.
- 13.2. If personal data are processed, the Licensor shall comply with the statutory data protection regulations. In this case the details on the data collected and the respective processing thereof are set forth in the data protection statement.

14. Compliance

- 14.1. The Customer is committed to the principle of strict legal

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compliance in all activities, measures, contracts and other procedures.

15. Applicable Law and Place of Jurisdiction

15.1. The present License as well as all legal relations between the Licensor and the Customer in this context shall be governed exclusively by German law, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2. The place of jurisdiction is Stuttgart, Germany (for local court proceedings the local court in 70190 Stuttgart) or, at the option of the Licensor, the location of the place of business which executes the order, if the Customer

- a) is a merchant or
- b) is without general national place of jurisdiction in Germany; or
- c) after conclusion of a contract, changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany, or his place of residence is not known by the time the complaint is filed.

15.3. The Licensor also has the right to call upon a court that is responsible for the registered office or a branch of the Customer.

16. Changes of these License Terms

16.1. Amendments and additions to this License as well as any other contract concluded based on this Test License must be in writing (this is ensured by letter or email). This applies also to the amendment or revocation of this written form clause itself.

17. General Provisions

17.1. If the Contract is terminated the Customer is obligated to delete or destroy all copies of the Software, including backup copies and the documentation provided, and to confirm this in writing to the Licensor on Licensor's request.

17.2. These License Terms shall take precedence over the provisions of the Contract, including its annexes, unless the Contract expressly deviates from these License Terms. In the event of any conflict between the Contract and its annexes, the provisions of the Contract shall prevail over those of the annexes (with the exception of these License Terms).

17.3. Statements and notifications to be made by Customer to Bosch after conclusion of the Contract (e.g. setting of time limits, notification of defects) require text form in order to be effective.

17.4. The Customer is only entitled to assign claims against the Licensor to third parties with the prior written consent of the Licensor. Section 354a HGB remains unaffected.

17.5. Should any provision of this License and / or of any Contract based on this License be or become invalid or unenforceable in whole or in part, or in case of a loophole, this shall not affect the validity and enforceability of the remaining provisions. Rather, the Parties undertake to replace the invalid or unenforceable provision with a valid and effective provision that comes as close as possible to the economic intention. The same applies in case of a loophole where the Parties will insert a valid and effective provision.

Robert Bosch Manufacturing Solutions GmbH