

License Terms for Software Rental

The following license terms for software rental (hereinafter referred to as “**License Terms**”) apply to the grant of a license to standard software limited to the contract period of the Software Rental License Contract against remuneration (hereinafter referred to as “**Rental License**” - for more detail with regard to the Rental License see also section 3.1) by Robert Bosch Manufacturing Solutions GmbH, BCI – Bosch Connected Industry, Wernerstr. 51, 70469 Stuttgart, Germany (hereinafter referred to as “**Bosch**”) to a customer (hereinafter referred to as “**Customer**”). The Customer and Bosch are hereinafter referred to individually as “**Party**” or jointly as “**Parties**”. To other types of grant of software licenses, different license terms apply instead.

1. Definitions

In addition to the other definitions contained in various regulations of these License Terms, the following definitions according to section 1 apply:

- 1.1. “**Access Data**” refers to the data and credentials required for the User Account and required for access to and use of the Software, especially username and password.
- 1.2. “**Affiliated Company**” refers to every legal entity which is controlled by Bosch, which controls Bosch or which is jointly-controlled together with Bosch. Control is deemed to exist where more than fifty percent (50 %) of the capital shares or voting rights are held or where the corporate management and policy are controlled either directly or indirectly on the basis of capital shares, by virtue of agreements or in any other way.
- 1.3. “**Availability**” means that the Customer can execute and use the essential functions of the Software at the point of delivery, as regulated in section 5.1.
- 1.4. “**Backup Copy**” means a copy of Software which is produced in case the original Software is damaged or inadvertently deleted.
- 1.5. „**Bugfix**“ means Error correction.
- 1.6. “**Commencement Date Of The License**” means the agreed date with effect from which the Software shall be made available.
- 1.7. “**Contract**” shall mean the individual contract that includes the contractual agreement between the Customer and Bosch regarding the provision of the Rental License for the Software, which Bosch provides to the Customer for the duration of the Contract against payment of the Rental License remuneration by the Customer (e.g., on the basis of an offer from Bosch and an order confirmation from Bosch).
- 1.8. “**Customer Data**” refers to all information, Data, content or material of the Customer, submitted by Customer or on behalf of Customer to Bosch or generated or transmitted by Customer or on behalf of Customer in connection with use of the Software, storage space and/or the User Account. Customer Data also includes Access Data for the Software e.g. which is necessary for a User Account, especially the username or the password.
- 1.9. “**Data**” is a collective term for all the data exchanged and processed under the Contract concluded on the basis of these License Terms.
- 1.10. “**Documentation**” means all the information required to be able to work with the Software in accordance with the intended use.
- 1.11. “**Error**” or “**Problem**” 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.
- 1.12. “**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.
- 1.13. “**Intellectual Property Right**” refers to an intellectual or industrial property right or a copyright of a third party.
- 1.14. “**License Data**” means the order documents, possibly a

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- type key named as an order item of its own or a material number and license type in conjunction with the catalogue details valid at the time of the order and with the license sheet or device pass (*Gerätepass*) provided.
- 1.15. „**License Model**“ determines the scope and type of the Software use and the number of users, see section 8.2.
- 1.16. „**Open Source Software**“ or „**OSS**“ means in particular software under an approved license of the Free Software Foundation (FSF) or the Open Source Initiative (OSI).
- 1.17. „**OSS Licenses**“ refers to licenses for the OSS.
- 1.18. „**Patch**“ means a correction supplied to close security gaps or to eliminate Errors including add-ons of functions.
- 1.19. „**Save State**“ refers to a state of a device of the Customer defined by the Customer enabling the software of such Customer device and / or SOTA/FOTA to be updated without influencing the danger-free and designated operation of such Customer device.
- 1.20. For the definition of the term „**Software Rental License Contract**“ it is referred to the term „**Contract**“.
- 1.21. „**Response Time**“ means the time between ticket reception at the service desk of Bosch and Bosch’s Information to the Customer that the ticket is being processed.
- 1.22. „**Server**“ means the server infrastructure provided by Bosch or its subcontractors.
- 1.23. „**Service Description**“ is a description of the technical functionalities of the respective Software provided by Bosch.
- 1.24. „**Software**“ means the respective software application which is described in the Contract and in the annexes to this Contract (for example, in the Service Description) a Rental License against payment of a remuneration, which is limited in time to the duration of the Contract.
- 1.25. „**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.
- 1.26. „**Target Hardware**“ means a device on which the Software will be installed.
- 1.27. „**Test Version**“ means as trial version of Software with restricted functionality and / or restricted runtime.
- 1.28. „**Trade Secret**“ is any information in accordance with section 2 no. 1 of the German Trade Secrets Act (*Geschäftsgeheimnisgesetz – GeschGehG*).
- 1.29. „**Troubleshooting**“ means the creation of a solution in the form of a Patch or an Update, which corrects the Error, including any necessary clarification of the documentation.
- 1.30. „**Update**“ means a new minor Version of the Software that contains program improvements or new and/or modified and, in individual cases, extended functionalities. Updates are provided in the form of minor releases.
- 1.31. „**Underlicensing**“ means a use of the Software in a manner exceeding the agreed scope and type of use agreed.
- 1.32. „**Upgrade**“ means a new version of the Software containing improvements to the program or new and/or changed functionalities.
- 1.33. „**Usage Data**“ refers to all automatically transmitted machine Data (sensor or other machine Data) or automatically generated system Data (e.g. log files, information on utilization or Availability of the Software).
- 1.34. „**User Account**“ means the authorization to access controlled-access Software of Bosch.
- 1.35. „**User Content**“ refers to the Customer’s own data and / or software which the Customer can – but only insofar, as this functionality is available to the Software – upload for its own use or the use of its end customers.
- 1.36. „**Version**“ means the Software, which Bosch marks with X.Y.Z, where X stands for a major release or major Version, Y for a minor re-release and Z for a Patch.
- 1.37. „**Work Around**“ means the installation of a by-pass solution if it is foreseeable that an Incident or Error of Incident or Error class 1 or 2 cannot be eliminated in the short or medium term.
- 1.38. „**Working Day**“ means a day, on which a person is usually in the company (or business) engaged to work, which are the days from Monday until Friday, but not on bank holidays in Baden-Wuerttemberg, Germany and on 24 December and on 31 December.

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1.39. **“Year Of Contract”** refers to the first twelve (12) months with effect from the Commencement Date of the Contract and to every subsequent twelve-month period of the Contract.

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

2.1. Only for the term of the Contract and against remuneration and solely on the basis of this Rental License and the paramounting individual Contract - including the Contract's annexes - Bosch licenses the usage of the Software to the Customer, which is described in more detail in the respective Service Description of the Software. Any Open Source Software that may be possibly included/supplied is subject to OSS Licenses takes precedence over this Rental License.

2.2. 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.

2.3. 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 Rental License. A written contract or the written confirmation by Bosch, respectively, shall be authoritative as regards the content of such agreements.

2.4. Any and all offers of Bosch are without obligation unless expressly otherwise stated in the offer.

2.5. The Contract is concluded upon an agreement being entered into or, upon receipt of an order confirmation from Bosch or with the delivery of the Software, whichever occurs earlier. Delivery times are non-binding.

2.6. For any terms of this Rental License, the meaning shall apply according to the preamble, the definitions in section 1 and other provisions of these License Terms respectively.

3. Software

3.1. The subject matter of this Rental License is the Software defined in more detail in the Contract or in the annexes

thereto, especially in the License Data and the Documentation (e.g. in the Service Description) and which Bosch shall be made available to the Customer on request prior to entering into the Contract. Bosch shall provide such Software to the Customer for use by Customer via a License Model for a period of time, which is limited to the term of the Contract, against payment of a Rental License remuneration. Under the Rental License Bosch grants the Customer with usage rights for the Software and procures the Software to the Customer.

3.2. The Software comprises the executable program code and the corresponding Documentation in electronic form. Subject to the provisions of section 3.3, the source code does not form part of the subject matter of the contract.

3.3. 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 or, if an installation is not required, at least in using it via the Rental License offered by Bosch, 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 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 your 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 analyze 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

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- 3.4. Insofar as software products from third-party providers, which are not covered by OSS, are also supplied along with the Software, they should exclusively be used in conjunction with the Software. Special terms and conditions may apply in this respect, which the Customer will be advised of in an appropriate form.
 - 3.5. Bosch 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. It can be necessary to apply for a license key to activate the Software after installation and if the Software and/or hardware environment is changed.
 - 3.6. The implementation of an interface integration with Customer's existing system landscape is outside the scope of this Rental License and these License Terms and requires a separate written agreement between the Parties.
 - 3.7. Bosch is entitled to perform the services through third parties (including Affiliated Companies of Bosch) as subcontractors.
 - 3.8. Bosch is neither at the conclusion of the Contract nor at any time thereafter obligated to ensure that an adequate Data connection with the Server is possible. The Customer is not entitled to claims against Bosch if an adequate mobile telecommunications connection in the area of use is or will not be available. If a third party telecommunication service is required for the use of the Software and / or for the connection of any device of the Customer, the Customer is solely responsible for the provision of such telecommunication service and that such telecommunication service is being operated in accordance with the applicable national regulations. The Customer shall indemnify Bosch from any third party claims arising from any infringement of the applicable national regulations (e.g. use of a national sim-card).
 - 3.9. It falls into the sole responsibility of the Customer to, by choosing adequate technical and/or organisational measures, ensure the IT-security of its systems when integrating or using the Software taking into consideration the technical nature of the Software. This applies in particular when the Customer is an operator of a critical infrastructure in the sense of section 2 paragraph 10 of the German BSI-Act (*Gesetz über das Bundesamt für Sicherheit in der Informationstechnik - BSI*).
- 4.1. Unless otherwise agreed, the Software shall be delivered in the version that is current at the time of delivery. If the Software is provided on a data medium, this might not contain the version which is current at the time of delivery. In this case the current version shall be supplied in retrospect. The provision of the Software and transfer of risk shall be effected at Bosch's choice either by providing a common data storage medium to the Customer (in this case the regulations in section 4.3 apply additionally) 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 Bosch. In case of download or other remote data transmission, the point of delivery and place of performance shall be the internet nodes of the Bosch data centre or of the data centre run by a Bosch service provider, as the case may be.
 - 4.2. Bosch shall supply a replacement, if the Software or the data medium is damaged or destroyed during the term of the Contract. Bosch can require a refund of its copying and dispatch costs insofar as the damage/destruction was culpably caused by the Customer. Section 4.1 shall apply accordingly to for deliveries undertaken in the context of a replacement delivery in the context of supplementary performance (*Nacherfüllung*) in a warranty case (*Gewährleistung*) pursuant to section 11.5.
 - 4.3. Unless expressly agreed otherwise in writing, Bosch's deliveries, which require a physical transfer of goods (e.g. of data storage media) are performed "FCA shipping point of Bosch's supplying plant/warehouse" (Incoterms® 2020). In any case, the point of Bosch's supplying plant / warehouse is also the place of performance for Bosch's deliveries and works and services and any subsequent performance (*Gewährleistung*).
 - 4.4. The precondition for the commencement of and compliance with the agreed delivery dates with regard to the Software agreed is for the collaborative duties to have been performed by the Customer, which are regulated inter alia in section 10, in particular the timely receipt of all documents, permits, examinations, approvals to be provided by the Customer, and compliance with the payment terms agreed, in particular with payment of any advance payments agreed.
 - 4.5. Unless otherwise agreed, the Customer himself is responsible for the installation of the Software.

4. Delivery of Software, Place of Performance, Installation

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- 4.6. During the term of the Contract, Bosch shall provide Customer with the current version of a Documentation for the Software in electronic form.
- 4.7. Bosch shall send Customer the necessary Access Data required for access to and use of the Software, unless a separate registration (where appropriate, using a Central Bosch-ID) is required, for which Customer is responsible himself.
- 4.8. If a User Account is required to get access to and to use the Software, Bosch shall make this User Account available to the Customer at the Commencement Date Of The License. The provision of a User Account is free of charge. Some services enable registration using the Central Bosch-ID. In this case the Customer can use his Central Bosch-ID, if he has already successfully registered for a Central Bosch-ID. Otherwise, the Customer can set up a new Central Bosch-ID which enables him to use various independent services of the Bosch Group. In this case, the "General Terms and Conditions for the Registration and Use of a Central Bosch ID" shall apply additionally which the Customer will have to accept during registration for the Central Bosch-ID. The User Account and the access credentials are not transferable. Customer is liable for all actions performed under his User Account.
- 4.9. 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.
- 4.10. The Customer is fully responsible for the Software and any User Content, in particular, the Customer shall comply with applicable law. The operation of the Software may not be impaired by User Content.
- 4.11. Data shall be, as far as possible, stored and be regularly backed-up by Bosch throughout the duration of the contractual relationship. Customer shall be solely responsible for compliance with retention periods required of Customer under commercial and tax law.
- 4.12. Customer is not entitled to transfer the Software to any third party.
- 4.13. 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 Bosch in writing.

5. Technical Availability of the Software and Access to Customer Data

- 5.1. Bosch owes the Availability of the Software as agreed in the Rental License. The Software is available when Customer can execute and use the main functions of the Software. The Availability of the Software is defined as the percentage share of the time in which the Software is available for use by Customer during the course of an observation period (unless otherwise agreed in the Rental License, this is one Year Of Contract) during the service availability period agreed in the Rental License (unless otherwise agreed in the Rental License, the support availability applies, see section 7.4). This definition applies accordingly to the calculation of non-availability. The availability shall be calculated according to the following formula: $\text{Availability} = (\text{time of provision of the service (h)} - \text{non-availability (h)}) \div \text{time of provision of the service (h)} \times 100$. Unless otherwise agreed in the Rental License, an Availability of 97.5% per Year Of Contract (starting at the Commencement Date Of The License) shall be deemed agreed.
- 5.2. If the Software is not available on account of:
 - a) planned maintenance work (e.g. for Updates and upgrades),
 - b) other planned interruptions in operations,
 - c) unplanned maintenance work for good cause or
 - d) for other reasons for which Bosch is not responsible, such as malfunctions in the field of the provision, operation and support of the Customer's communications connection (communications sections outside Bosch's data centre), in particular due to a failure in Customer's internet connection,then for the purposes of calculating Availability, the Software shall be deemed to have been available during these times. Bosch shall plan maintenance work and operational disruptions so as to ensure that the use of the Software by the Customer is impaired as little as possible. The Customer must be given at least fourteen (14) calendar days advance notice of scheduled support and maintenance.
- 5.3. Provider shall owe the Availability of the functionalities of the Software described in the Service Description only if the system requirements also regulated therein have been

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complied with by Customer. Customer is solely responsible for compliance with the system requirements. The provisions of section 23 shall apply accordingly to changes to the system requirements and to changes to the technical system of Bosch.

6. Software Maintenance Services

- 6.1. Actualizations (upgrades, Updates or Patches or bugfixes) of the Software shall be provided by Bosch as required and in accordance with the maintenance regulations in the Rental License. The License Terms do also apply for such actualizations. Bosch undertakes to cede to the Customer Updates and Patches for the Version of the Software provided by Bosch to the Customer under the Contract (without Customer specific changes) in accordance with the terms of use of the Rental License (hereinafter referred to as "**Software Maintenance Services**").
- 6.2. Updates and Patches shall be developed at intervals defined by Bosch and made available to the Customer as in form of a download.
- 6.3. Updates and Patches shall be created only for the respective most recent Version of the Software.
- 6.4. If and to the extent that Customer requires a Patch that is integrated in the latest Version of the Software, Customer is obliged to use the latest Version of the Software that Bosch makes available to Customer.

7. Support Services

- 7.1. Bosch shall provide the contact person designated by the Customer (as stipulated in section 7.6) a service desk (including telephone number) and a ticket system for receiving Incident / Error reports from the Customer within the defined service times.
- 7.2. Bosch shall make reasonable efforts to eliminate Incidents and Errors reported by the Customer in accordance with the following rules, provided that the Incident or Error can be traced back to the Software (hereinafter referred to as "**Support Services**").
- 7.3. Incidents or Errors arising in relation to the Software shall be classified according to severity into the following Incident or Error classes and then processed in adherence to the Response Times. Appendix 1 describes in detail the classification or prioritization into the different Incident or Error classes.

Bosch shall notify the Customer within the Response Times that work is underway on the Incident or Error analysis and forward the report of an Incident or the report of an Error to a qualified member of staff. The Response Times begin when Bosch receives the respective notification and are only brought to account within the defined service times. Messages not received during the availability of support according to section 7.4 are deemed received on the next day of support availability at the beginning of the service time on such day. Errors shall be allocated to Incident or Error classes in accordance with the specifications in Appendix I.

Incident / Error class	Description
1	Critical Ticket: The Incident or Error critically impairs the Customer's ability to use the Software. The Software has broken down or stopped working.
2	High Ticket: The Incident or Error severely impairs the Customer's ability to use the Software. The usability of the Software is severely curtailed, e.g. as a result of malfunctions or erroneous output.
3	Medium Ticket: The Incident or Error has a medium influence on the Customer's ability to use the Software. The usability of the Software is limited, for example due to malfunctions. The Incident or Error does not result in any critical losses of functionality. Although the usability of the Software is impaired, the Software still works.
4	Low Ticket: The Incident or Error has minor influence on the usability of the Software by the Customer. The Incident or Error does not lead to any critical loss of functionality. Although the usability of the Software is impaired, the Software still works.

- 7.4. Bosch offers the Customer different support categories. Unless otherwise agreed, the support category below applies:

Support category	Support
Service time	8 a.m. – 4 p.m. (CET/CEST)
Working Days/ weekend	Monday to Friday
Response Time for Incident / Error class 1	120 minutes

Response Time for Incident / Error class 2 to 4	1 Working Day
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Excluded from the abovementioned service times are national public holidays in Germany, public holidays in Baden-Württemberg, Germany as well as 24 December and 31 December.

- 7.5. If and to the extent that the Customer notifies Bosch of the Incident or Error during a current Working Day and the Working Day expires before the abovementioned Response Time expires, the missing time shall be added to the next Working Day.
- 7.6. The Customer shall inform Bosch of the names of two authorized employees for support requests, unless otherwise expressly agreed.
- 7.7. Bosch offers the following **"First Level Support"** for the Software for Incidents that occur within the scope of the delivered Software as described in section 7.7:
- 7.7.1 Bosch appoints a contact person who receives and documents the Customer's inquiries, Incident reports and Error messages as **"First Point Of Contact"** under
- a) the following Support email address:
Nexeed.helpdesk@bosch.com
 - b) or under following telephone number:
+49 711 811 8811
 - c) or in the Self-Service-Portal (hereinafter referred to as **"Digital Workplace"**):
<https://esm.support.bosch.tech>
- 7.7.2 Before reporting an Incident or Error, the Customer must check whether the cause of the Incident or Error is related to the causes mentioned in section 7.16.2 and whether the cause of the Incident or Error could be in the Software.
- 7.7.3 For each support request, the Customer must provide the following information by email to Bosch's First Point Of Contact:
- a) contact person of the Customer
 - b) affected location and country
 - c) Version of the Software
 - d) detailed Incident or Error description (including logs, monitoring data, reproducibility of the Incident or Error) with proposal of an Incident or Error class according to section 7.3 including
 - o which measures the Customer has already taken to rectify the Incident / Error / for Troubleshooting
 - o the behaviour demonstrated due to Customer's measures to rectify the Incident / Error.
- e) date, time and/or period of time, number and frequency of occurrence of the Incident or Error (depending on the individual case)
 - f) affected username, if available
 - g) description of the system environment (including operating system version)
 - h) version of the development environment.
- 7.7.4 In the context of First Level Support, Bosch shall record an Incident ticket for each request and assign it to an appropriate Incident / Error class (see section 7.3 and Appendix 1).
- 7.7.5 In individual cases, the Customer must provide Bosch on request with one or more executable program parts or other information in order to show or reproduce the Incident or Error.
- 7.7.6 Bosch prioritizes the Incident and Error messages according to the effect and urgency of the Incident or Error, analyses and isolates the Incident or Error.
- 7.7.7 Bosch compares the reported Incident and Error messages with known Incidents and Errors (hereinafter referred to as **"Known Errors"**).
- 7.8. If necessary, Bosch forwards Incident and Error messages to the second level support if he cannot remedy the Incident or Error by the First Level Support and coordinates the First Level Support and the Second Level Support. Compared to First Level Support, Second Level Support offers a higher expertise (technical escalation) (hereinafter referred to as **"Second Level Support"**).
- 7.9. Within the scope of third level support, Errors in the Software are corrected (hereinafter referred to as **"Third Level Support"**).
- 7.10. The Customer's employee who has reported the Incident or Error to Bosch will be informed at regular intervals about the processing status and the solution until it has been implemented and the Incident or Error has been eliminated.
- 7.11. If it is foreseeable that an Incident or Error of Incident or Error class 1 or 2 cannot be rectified in the short or medium term, Bosch shall provide a Work Around solution if available.
- 7.12. Bosch shall provide Support Services for the duration of the Contract. If efforts to remedy Incidents or Errors are not commercially reasonable for Bosch, and the Incident or Error does not occur in a more recent Update of the Software, Bosch shall not be obligated to remedy this In-

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- cident or Error in the earlier minor and major Version. Rather, Bosch shall provide the Customer with the more recent minor and major Version of the Software and the Customer shall be obligated to use the more recent minor and major Version of the Software.
- 7.13. In the event of the simultaneous presence of several Incidents and / or Errors, Bosch is entitled to set priorities for rectification, taking into account the interests of all Customers using the respective Software.
- 7.14. Bosch shall satisfy the requirement to eliminate Incidents or Errors by providing the Customer with a Patch or Patches along with the corresponding installation instructions, notifying the Customer thereof and offering the Customer phone support to fix any installation problems that might occur or else pointing out a Work Around, insofar as the latter is deemed acceptable to the Customer in light of the effects of the defect and the inconvenience presented by the proposed Work Around.
- 7.15. Customer's obligation to cooperate for the provision of services by Bosch
- 7.15.1 The Customer undertakes to check the results and Customer Data and User Content generated with the Software prior to their actual use and to inform Bosch immediately of any Incidents and / or Errors in the Software. In doing so, the Customer shall provide Bosch with all necessary information upon request.
- 7.15.2 Insofar as the Incident or Error cannot be eliminated by providing a Patch or a Work Around, Bosch shall be entitled at its own discretion and depending on the availability of remote access and the circumstances of the individual case to carry out the support measures on the Customer's premises or via remote access. The Customer must ensure at its own cost that it has the technical prerequisites in place for this purpose in accordance with Bosch's specifications. Insofar as during the course of the Rental License the Customer wishes Bosch to keep available the necessary infrastructure for ensuring remote access capability at all times, a separate agreement must be concluded to this end. Without this agreement, aforementioned services do not fall under the services provided by Bosch as per this Rental License.
- 7.15.3 To rectify Incidents or Errors that only occur in the Customer's System Environment, the Customer provides remote access to the system or pays any travel costs incurred in accordance with the latest travel cost guidelines of Bosch or as offered by Bosch.
- 7.15.4 Bosch shall provide Software support only on IT Infrastructures that Bosch has approved in the documentation or other installation instructions. Bosch alone shall determine for which IT Infrastructure a Version of the Software is made available.
- 7.15.5 It is the Customer's responsibility to keep the Software Version up to date. If there is a Version gap, Bosch is not obligated to offer a solution for the Incident or Error on the older major or minor Version. In this case, it is the responsibility of the Customer to first update the Software. If and insofar as the Incident or Error continues to exist afterwards, Bosch is obligated to provide the services according to this section 7.
- 7.15.6 The installation of a sufficiently dimensioned hardware and Software environment for the Software is the sole responsibility of the Customer.
- 7.15.7 The Customer shall observe the instructions given by Bosch for the operation of the Software; he shall inform himself at regular intervals on the web pages accessible via the Internet at www.bosch-connected-industry.com about current instructions and take them into account.
- 7.16. In addition to individual service exclusions mentioned in the sections above, the following additional services are not included in the Support Services:
- 7.16.1 General questions regarding the use of the Software (hereinafter referred to as "**User Support**") are not part of the Support Services - unless the Parties have agreed otherwise - for which Bosch shall offer the Customer appropriate training in accordance with the provisions of section 12 for an additional remuneration.
- 7.16.2 Support Services shall not cover the elimination of Incidents or Errors caused by the following:
- Data, Customer Data, software applications, or hardware originating from third-party manufacturers or the Customer.
 - Changes to the Software not carried out by Bosch.
 - Use of the Software by the Customer in a manner that does not conform to the documentation
 - If the Incident or Error is caused for other reasons not attributable to Bosch.
- 7.16.3 If the processing of a reported Incident or a reported Error shows that this/these is/are due to the causes mentioned in section 7.16.2 or that

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there is no Incident or Error in the Software caused by Bosch for any other reason, it is the self-responsibility of the Customer to rectify the Incident or Error himself, whereby Bosch is entitled to charge the efforts for Incident and or Error analysis. Bosch is also entitled to refuse to process these Customer support requests as these expenditures are not covered by the Rental License remuneration and are also not covered by other agreed remuneration. Nevertheless, Bosch is free to decide to process the request. In this case, Bosch will inform the Customer accordingly and will charge the Customer separately for services according to time and material expenditure plus a processing fee based on the agreed prices for other services, alternatively based on the list prices of Bosch for professional services, otherwise the conditions in section 12 apply, however Bosch will send a respective quotation for such services to the Customer which will form the basis of the agreement of the Parties.

8. Rights of Use and Scope of Use

- 8.1. Bosch grants to Customer with effect from the Commencement Date Of The Rental License for the term of the Contract against remuneration a simple, temporary, non-sublicensable, non-transferable and non-exclusive right to use the Software in the context of the License Data and the Documentation of the Software and on the basis of the following regulations.
- 8.2. Bosch distinguishes between the following License Types, the details of which derive from the License Data:
 - a) In the case of a single user / workstation license, the Customer has the right to use the Software on one single Target Hardware device.
 - b) In the context of a network / server/ copy or floating license, the Customer may install the Software on a network server or on any number of Target Hardware devices which are integrated into the local network. In this case the Software may only be used simultaneously on a specific number of Target Hardware devices or workstations.
 - c) In the event of a volume / multiple / multiple-user license, the Customer has the right to use a specific number of individual licenses.
 - d) Under a corporate license, the Software may be used within the Customer's enterprise at the establishments agreed.
- 8.3. A license to use is only permitted for countries, for which such Rental 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.
- 8.4. Within this framework and whilst maintaining the existing copyright notices Customer is entitled to store, to print the provided online documentation and to reproduce for the purposes of this Contract that number of copies thereof which is appropriate.
- 8.5. To the extent agreed in individual contracts and as an exception to section 8.1, section 8.7, section 8.8.e, section 8.8.f and section 10.7.a Customer may also permit his business partners to access the Software, provided that this is done solely within the framework of the intended use of the Software for the Customer's business purposes (e.g. within a product offer by Customer to his business partners which includes access to individual functionalities of the Software). The Customer shall obligate every person using the Software to comply with the respectively applicable Terms of this Rental License. The Customer is represented by each user and the user's acts and knowledge are attributable to the Customer. Further, after Bosch has given its prior approval in writing, the Customer has the right to transmit its Data to service providers for the sole purposes of processing and visualization in management systems.
- 8.6. The open source software components used in Bosch's Software shall be illustrated in the Service Description or in the Software itself if a legal obligation exists based on the terms and conditions of the Open Source Software.
- 8.7. The Customer must use the Software only for its own business purposes. If the Customer wishes to use the Software for business purposes of companies that are associated with the Customer as defined in section 15 of the German Stock Corporation Act (*Aktiengesetz*) (hereinafter referred to as "**Group Companies**") and wishes to grant such Group Companies or to any third party access to the Software, the Customer requires a corporate license. In this case, Bosch is entitled to claim from the Customer and invoice the Customer a license remuneration for this use.
- 8.8. Customer shall not have any rights which Bosch has not explicitly granted to Customer under these License

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Terms. In particular, Customer is not authorized:

- a) to change or modify the Software;
 - b) to decrypt, to decompile, to disassemble, to reconstruct or to otherwise attempt to discover the program code or the Source Code of the Software, any software or any used proprietary algorithms, to translate the received Software into any other code form, or to create any other works which derive from the Software, unless this is permitted by mandatory statutory provisions – the provisions in section 17.7 apply;
 - c) to delete or change the copyright notice, trademarks or any other features, necessary to identify the Software;
 - d) to permanently store the Software, unless Bosch has granted its prior written approval;
 - e) to use the Software beyond the scope of use agreed in this Rental License;
 - f) to transfer the contractual relationship to a third party or to permit third parties to use the Software or to make the Software available to third parties in any other way beyond the scope of use agreed in the Rental License; unless (i) the third parties use the Software exclusively on behalf of and for the Customer and (ii) Bosch has granted a respective license or its prior written approval;
 - g) to distribute or to otherwise provide or transfer or make the Software available to third parties without prior written consent of Bosch for use for a limited or for an unlimited period of time, in particular it is not allowed to sell it, lease it, loan it or sublicense it (e.g. as application service providing, software as a service, or a cloud service);
 - h) to operate a data centre for third parties;
 - i) to use the Software to train people who are not employees of the Customer, unless Bosch has granted its prior written approval. Accordingly, the Customer necessitates a prior written approval from Bosch, if the Customer wishes to train people from the Customers Affiliated Companies;
 - j) to obtain access to non-public areas of the Software or to the underlying technical systems, on which the Software is based;
 - k) to use robots, spiders, scrapers or other comparable data collection or extraction tools, to use programs, algorithms, or methods to search, access, acquire, copy or control the Software outside the documented API endpoints;
 - l) to test, scan or examine the Software's vulnerability;
 - m) to knowingly transmit Data or User Data or User Content with viruses or worms, trojans or other contaminated or harmful components or to otherwise interfere in the proper functioning of the Software; or
 - n) to deliberately use devices, software or routines, which have a disruptive effect on the applications, functions or usability of the Software or, with respect to other Data, systems or communications, to deliberately destroy other data, systems or communications, generate excessive load, harmfully interfere, fraudulently intercept or import them.
- 8.9. Duplications of the Software are only permitted insofar as this is necessary for the contractual use. The Customer may make Backup Copies of the Software in accordance with the state of the art to the extent necessary. Backup Copies shall be marked as such and marked with the copyright notice of the original Software insofar as this is possible. The use of the Backup Copy is only permitted if the copy of the Software originally provided by Bosch has deteriorated or perished. The Customer is also subject to these License Terms in respect of the use of the Backup Copy.
- 8.10. If the Customer holds a Rental License for the 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 these License Terms apply also to development licenses and training licenses for the Software.
- 8.11. 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.
- 8.12. If, during the term of the Contract, Bosch makes available to the Customer new Versions, Upgrades, Updates, Patches, Bug Fixes, modifications or extensions or carries out other changes with respect to the Software in connection with subsequent performance under warranty (*Gewährleistung*) or maintenance, these shall also be subject to these License Terms and to this section 8 except to the extent that such new Versions, Upgrades, Updates, Patches, Bug Fixes, modifications or extensions or other changes to the Software form the subject matter of a separate agreement and separate remuneration, in this case only the regulations for such new Software Version / Update / Upgrade / Patch / Bugfix / modification / extension / change apply. After installation of the new Software Version / Update / Upgrade / Patch / Bugfix / modification / extension / change, the Customer's rights to the previous minor or major Version shall end after a one (1) month transition phase.
- 8.13. Bosch retains all other rights to the Software, in particular

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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 Rental License was originally granted. Bosch also retains all rights to the trademark, the Trade Secrets as well as all rights to the trade name and all other Intellectual Property Rights pertaining to the Software.

- 8.14. Customer is obligated to ensure that the provisions of these License Terms are complied with.
- 8.15. If Customer breaches the provisions of section 8, Bosch shall give Customer advance notification in writing. If Customer continues to violate the provisions of section 8 or does so repeatedly despite a respective warning in writing from Bosch, Bosch is entitled to terminate the contractual relationship for cause without notice unless Customer was not responsible for such breach. Bosch's right to claim damages shall remain unaffected.
- 8.16. 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 two (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.
- 8.17. Bosch is the sole owner of the Usage Data and may use and exploit it in anonymous form in accordance with the applicable statutory provisions. The Customer warrants

that he has not made any agreements with third parties that prevents its use.

9. Remuneration, Price Adjustment

- 9.1. In accordance with the temporary provision and use of the Software under this Rental License, the remuneration is agreed in a separate document and otherwise shown in the current Bosch price list in EURO plus value-added tax (hereinafter referred to as "**VAT**") and other statutory local taxes at the applicable amount levied in accordance with statutory law as well as all other surcharges and supplements thereon shall be payable. Except as otherwise agreed, the remuneration for the Rental License shall be payable for every Year Of Contract in advance, for the first time on the Commencement Date Of The License.
- 9.2. VAT may not be charged, if the prerequisites for a tax exemption are met. In case of deliveries to EU member states (hereinafter referred to as "**Intra-Community Deliveries**"), the Customer shall without undue delay cooperate and provide contribute the evidence of the Intra-Community Delivery in line with the requirements with the local law. Bosch may demand a dated and signed confirmation of receipt of the Intra-Community delivery. This receipt shall demonstrate at least name and address of the recipient of the deliveries, the quantity and the usual commercial description of the deliveries and the place and date of receipt of the deliveries. In addition, the Customer shall provide his valid VAT identification number. If the relevant documents are not provided to Bosch, the tax exemption of Intra-Community deliveries shall not apply and the Customer shall reimburse the resulting VAT and any additional charges imposed on Bosch by the respective authorities.
- 9.3. Bosch is entitled to increase the remuneration for the Rental License with effect of the beginning of the following Year Of Contract, for the first time with effect of the beginning of the second Year Of Contract, however by up to an amount not exceeding the amount of Bosch's list prices generally valid at the time of the notification. Bosch must send such notice to the Customer in advance in text form in compliance with the regulations for the amendment of the Contract in section 23.3. The remuneration respectively adjusted may not be further increased until, at the earliest, upon expiry of a further Year Of Contract since the last price adjustment. Changes to the Rental License, conditions, prices and services shall be made in accordance with the provisions in section 23.

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- 9.4. Unless otherwise agreed in writing, all invoices are payable at the latest thirty (30) days after the receipt and due date thereof, without any deduction, by cashless transfer to a bank account notified by Bosch in the respective invoice.
- 9.5. Any OSS contained in the Software or any other works and service of Bosch does not have any influence on the agreed remuneration for such remuneration for the Rental License or any other works and service and the OSS thus does not contribute to the remuneration of the subject matter of the Contract or any other works and service and thus is provided without royalty or monetary compensation.

10. Duties and Obligations of the Customer

- 10.1. 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 Bosch or seek advice from third parties with professional expertise before conclusion of the Contract.
- 10.2. The Customer is solely responsible for its hardware and software environment being compliant with the system requirements of the Software; in case of doubt, Customer shall obtain advice from Bosch or from third parties with professional expertise before entering into the Contract. The Customer is also solely responsible to set up, operate and maintain the hardware and software environment.
- 10.3. If the Software is provided via remote data transmission, the Customer is responsible for the availability of a Data connection and shall bear any costs of Data transmission incurred by its internet provider.
- 10.4. The Customer is responsible for the installation of the Software. Bosch may conduct the Installation at the Customer's request in return for remuneration to be agreed separately.
- 10.5. When using the Software, the Customer is obligated to comply with the duty of care necessary for the usage.
- 10.6. The Customer must ensure by making suitable stipulations and by taking suitable actions that updates of software, including SOTA and FOTA and/or POTA, are only possible on its devices if they are in a Save State. The same applies with regard to remote access by Bosch. The Customer is responsible for specifying the Save State. Bosch is not liable for any damage incurred by the Customer or third parties through infringements.

- 10.7. Customer shall perform all cooperation duties required from Customer for the execution of the contractual relationship. In particular, Customer is obligated:
- a) to change all passwords allocated by Bosch into passwords known only to Customer, to keep us-age and access authorizations and Access Data assigned to Customer secret, to protect them against access by third parties and not to disclose them to unauthorized users. These data shall be protected by suitable and effective measures. Customer shall notify Bosch without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of Access Data and/or passwords;
 - b) to create the system requirements described in the service description;
 - c) to observe the instructions given by Bosch for the operation of the Software; the Customer 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 an-other source of information is mentioned in the Contract, via this source of information or (iv) by means of other information sent to him by Bosch 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;
 - d) to obtain Bosch's prior written consent in case that the Customer would like to run a Customer-specific penetration test;
 - e) to keep all the copies of the Documentation in a protected place;
 - f) to take suitable measures to protect the Software against access by unauthorized third parties, in particular to store all the Backup Copies of the Software in a protected place;
 - g) to comply with the restrictions/obligations with regard to the rights of use under section 8 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;
 - h) to obtain the necessary consent from affected persons to the extent personal data are collected, processed or used within the Software and no statutory or other permission applies;
 - i) to check Data, Customer Data, User Content and any other information for viruses, worms, trojans, other contaminated or harmful components and other malware prior to sending or transmitting such Data, Customer Data, User Content and any other information to Bosch and to implement anti-virus programs in accordance with the state of the art;

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- j) to take reasonable precautions in case the Software does not work properly either in whole or in part (e.g. by means of daily data backup, failure diagnosis, regular monitoring of the Data processing results) and if the Customer has not explicitly indicated this to Bosch in advance, Bosch may assume that all Data of the Customer, which Bosch can come into contact with are secured;
 - k) to notify Bosch of Incidents, Errors and defects in contractual performances and in the Software immediately via email (no later than on the following Working Day) after obtaining knowledge thereof.
- 10.8. The Customer shall bear any and all disadvantages and more far-reaching additional costs incurred by Bosch as a result of a violation of the Customer's collaboration and information duties under the Rental License.
- 10.9. The Customer is fully responsible for the Data, Customer Data and for the User Content (including Customer Data and user Data), in particular, the Customer shall comply with applicable law and before uploading the Customer must ensure that the Data and the User Content does not contain any viruses, worms, trojans or other malware. Bosch is neither responsible for User Content nor for the Data of the Customer (including Customer Data and user Data). The operation of the Software may not be impaired by Data or by User Content of the Customer.
- 10.10. The Customer warrants that he is fully entitled to use Customer Data and User Content within the Software, to make it available to Bosch and to grant Bosch the usage and exploitation rights as described under these License Terms. The Customer will seek any authorizations / permissions as necessary. The Customer warrants that the Customer Data and the User Content does not violate these License Terms or applicable laws and does not infringe any Intellectual Property Rights of a third party.
- 10.11. Irrespective of Bosch's obligation to back up the Customer Data pursuant to section 4.11, Customer is obligated, as far as possible, to regularly back up his Customer Data and User Content. Each data backup by Customer shall be performed so that the recovery of the Customer Data and of the User Content is possible at all times.
- 10.12. 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 provision and/or the use of the Software.
- 10.13. The Customer shall indemnify Bosch against any and all claims asserted against Bosch by third parties (including public authorities) as a result of the Customer's violation of its obligations under the Contract, especially with regard to its obligations in sections 10.7, 10.9, 18 and 20.
- 11. Material and Manufacturing Defects (*Sachmängel*) and Deficiencies in Title (*Rechtsmängel*) due to Warranty (*Gewährleistung*)**
- 11.1. With respect to the properties and specifications of the Software, only the description of the Software provided by Bosch prior to conclusion of the Contract or agreed in a separate document in the License Data and in the Documentation (including the Service Description) shall be binding. This shall explicitly encompass its IT security features. 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 by Bosch before conclusion of the Contract in writing. Bosch 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 Bosch or its sales partners. Furthermore, in the context of the maintenance obligation, Bosch is not obligated to adapt the Software to changes in operating conditions or to technical and functional developments such as changes to the IT environment.
- 11.2. Bosch does not provide a warranty for errors in the Software,
- a) caused by faulty application by Customer that could have been avoided if the documentation had been carefully consulted; inexistent or insufficient backup measures of the Customer pursuant to section 10.10, which would have avoided Data loss and loss of User Content are also to be considered as application errors of the Customer;
 - b) due to malware contamination (e.g. virus, worms, Trojans, other malware) or to other external influences for which Bosch is not responsible such as fire, accidents, power failure and all cases of Force Majeure etc.;
 - c) caused by the Software being used in an operating environment which is different from that approved by Bosch or due to faults in the hardware, in the operating system or in the software of other manufacturers; or
 - d) caused by the Software having been subjected to independent modification by Customer or third parties.
- 11.3. In respect of Software which the Customer or a third party

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has expanded via an interface designated for this purpose by Bosch, Bosch shall be liable only for defects occurring up to the interface.

- 11.4. Customer is obligated to notify Bosch of all defects in the Software, including all defects in the Documentation (e.g. the user manual/online manual), immediately after the detection with analogous application of sections 7.7.1 to 7.7.3. Following a respective defect notification by Customer including all information, which is necessary to work on the rectification of the defect, Bosch shall rectify the defect within the Response Times specified in the Rental License. The Response Time shall only start to run after Bosch has received all relevant information, which is necessary to work on the rectification of the defect. The same shall apply to other malfunctions in the Software's usability for which Bosch is accountable. Any potential claims for Damages based on defective performance or defective Software are governed by section 13, and are, apart from that, excluded.
- 11.5. In a warranty case, defects in the Software shall be rectified by Bosch within a reasonable period of time (supplementary performance). This shall be done at the election of Bosch by rectifying the defect by means of an Update/Patch/Bugfix/Upgrade or by supplying defect-free Software or indicating a Work Around, with regard to the Work Around that applies insofar as this is reasonable for the Customer taking account of the impacts of the defect and the circumstances of the Work Around solution indicated. In addition, section 13 shall apply to claims for damages for fault-based liability.
- 11.6. Bosch generally remedies alleged defects as a gesture of goodwill and without any recognition of a legal obligation. In the event of an unauthorized notice of defects, Bosch is entitled to claim compensation from the Customer for Damages and expenses incurred by Bosch, including an appropriate margin.
- 11.7. Customer's right to terminate the Contract on the grounds of a failure to permit the use of the Software in conformity with the Contract according to section 543 paragraph 2 sentence 1 Nr. 1 of the German Civil Code (*BGB*) is excluded, unless the establishment of use in conformity with the Contract must be deemed to have failed. At the earliest, the establishment of use in conformity with the Contract will be deemed to have failed after the third unsuccessful attempt of the subsequent performance (*Nacherfüllung*) in a row 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. In this case the Customer may reduce

the price or terminate (*kündigen*) the Contract in accordance with statutory provisions. No right of withdrawal or termination shall apply in the case of insignificant defects.

- 11.8. In case of a breach of duty other than relating to a defect, the Customer may only withdraw from or terminate the Contract in accordance with statutory provisions, if Bosch is responsible for the breach of duty.
- 11.9. Claims for defects shall become statute-barred in twelve months after knowledge of the defect unless mandatory law provides for a longer period of limitation.
- 11.10. The provisions of this section 11 shall apply accordingly in the event of defects of title (*Rechtsmängel*) which are not based on an infringement of third-party rights according to section 16.

12. Other Services of Bosch

- 12.1. For additional services by Bosch, in particular further support and integration services (for Customer systems and/or for plant / technical units) as well as consulting services a separate agreement in writing based on a corresponding written offer from Bosch is required. Customer has no entitlement to performance of such services. The Customer is not entitled to such services from Bosch.
- 12.2. Such services shall be provided in accordance with the general conditions defined in the following sections 12.3 to 12.6.
- 12.3. Bosch is basically free to choose the place of performance. If the activity requires the presence at a certain place, Bosch is prepared to provide services there against payment of an additional remuneration.
- 12.4. Bosch is free to arrange the working hours of his employees. However, Bosch will coordinate the cooperation of the Parties and the adherence to deadlines with the Customer's contact person.
- 12.5. For the provision of other services, which are not covered by the remuneration under the Contract Bosch shall receive a remuneration based on the time and material expended in accordance with the prices agreed with the Customer, or alternatively a remuneration based on Bosch's list prices for professional services. All agreed prices are subject to the applicable value added tax and any other local taxes. Billing is on an hourly basis. Any travel expenses will be invoiced additionally.

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12.6. With regard to services according to section 12.5, Bosch is entitled to monthly invoicing of the expenses incurred, stating the activities performed and expenses incurred (including a margin), unless the Parties have agreed otherwise. The corresponding evidence shall be enclosed with the statement. Unless otherwise agreed, Bosch's prices are net prices in Euro plus legally owed value added tax/sales tax as well as any other taxes and duties. With regard to invoicing sections 9.2 to 9.5 shall apply accordingly

13. Liability

13.1. Unless otherwise provided for in these License Terms, Bosch 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.

13.2. Bosch shall be liable for Damages in cases of intent on the part of Bosch and gross negligence (grobe Fahrlässigkeit) on the part of Bosch's legal representatives or executive staff. In the case of simple negligence (einfache Fahrlässigkeit), Bosch shall only be liable – subject to a lesser level of liability existing in accordance with statutory provisions (e.g. due care in the Bosch'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 compliance the contractual partner regularly relies and may rely – in case of Damages resulting from a breach of a Material Contractual Obligation, however, Bosch's liability shall be limited to compensation for the foreseeable, typically occurring Damages; for liability under this section 13.2 the Parties agree - with due regard to the type and scope of services to be performed under this Contract - to a maximum total liability of Bosch for Damages per Year Of Contract amounting to 100 % of the remuneration for the agreed Rental License of the Software and procured services paid by the Customer in the year of the claim event, but limited to a total liability maximum of no more than EUR 100,000.00, whereby the lower amount is the maximum total liability limit of Bosch for Damages in such Year of Contract. Except where there are explicit provisions to the contrary in these License Terms. Bosch shall bear no liability beyond that defined above. If Bosch's maximum liability limit for Damages is not reached in a Year Of Contract, this does not increase the maximum liability limit for Damages in the following

Year of Contract.

13.3. The limitations of liability resulting from section 13.2 above shall not apply if Bosch has fraudulently concealed a defect or has assumed a guarantee for the quality of the Software or of any other goods or services delivered under the Contract and for claims of the Customer under the German Product Liability Act (Produkthaftungsgesetz).

13.4. 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 13.2 sentence 1, and in case of section 13.2 sentence 2 (i) and section 13.3, the claims of the Customer for Damages shall become statute-barred in accordance with statutory provisions.

13.5. 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.

13.6. Bosch is not liable for taxes, other levies and resulting damages for which the Customer is the taxpayer.

13.7. Bosch's strict liability (which means liability without fault – verschuldensunabhängige Schadenersatzhaftung) is excluded for defects which already existed when the Contract was concluded.

13.8. Any liability for Damages beyond that provided for in section 13 excluded – regardless of the legal nature of the claim established.

13.9. Insofar as the liability for Damages is excluded or limited in accordance with the provisions in this section 13, this also applies with regard to the personal liability for Damages of Bosch'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.

13.10. Subject to the regulations according to section 13.2 sentence 1, as well as to the regulations according to section

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13.2 sentence 2 (i) and section 13.3 Bosch shall not be liable for the loss of Customer Data and loss of User Content if the Damage is due to Customer's failing to back up its Customer Data and its User Content in accordance with section 10.10 and thus to ensure that lost Customer Data and lost User Content can be recovered with reasonable effort.

13.11. The Customer is obligated to indemnify Bosch from and against all costs, Damages and disadvantages claimed and claims raised against Bosch by third parties on account of the infringement of their rights by Customer Data or User Content in or due to a violation of the law committed by Customer when using the Software. In addition, the Customer is obligated to refund to Bosch all the costs and Damages accruing due to the above infringement or violation, in particular the costs of reasonable legal defence, including the court costs and attorney fees and fruitless expenditures. This does not apply if and to the extent that the Customer proves that he is not responsible for the above infringement or violation.

14. Term, Blocking and Termination

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

14.2. Subject to an individual agreement, the product-specific provisions shall apply to the termination of use of the Software. In the absence of such provisions, the use of the Software can be terminated by either Party at any time by giving three (3) months' notice to the end of the Year Of Contract. Notice of termination must be given in written form.

14.3. If Customer breaches the provisions of these License Terms, in particular the provisions of section 8 and section 10, Bosch can, after giving Customer prior notification in writing, block Customer's access to the Software, as far as this is technically feasible and if the breach can be stopped as a result. The block shall be lifted as soon as the reason for the block no longer exists. If, despite of having been received a corresponding warning from Bosch in writing or in text form, Customer continues to or repeatedly breaches these License Terms, Bosch may terminate the Contract for cause without any notice period, unless Customer was not responsible for such breaches. If Bosch terminates the Contract for cause the Customer is not entitled to any refund of the remuneration for the Rental License or any other remuneration already paid.

Bosch's right to claim further Damages shall remain unaffected.

14.4. Bosch is entitled to immediately block Customer's use of the Software and of the storage space if there is justified suspicion that the stored Customer Data or the User Content is unlawful and/or infringes third-party Intellectual Property Rights. There is a justified suspicion of unlawfulness and/or of an infringement of third-party Intellectual Property Rights in particular when courts, authorities and/or other third parties notify Bosch thereof. Bosch shall then notify Customer of the block, stating the reason for such block. The block shall be removed as soon as the suspicion has been refuted.

14.5. If it is technically not possible for Bosch to block the Customer to access the Software (for example, if the Software is operated on premises), Bosch may, after prior notification to the Customer in text form, with a reasonable period of time for the removal / end of the breach within the meaning of section 14.3 or 14.4, in the event of failure to comply with the removal / end of the breach, terminate the Contract for cause without notice period.

14.6. The Parties' right to terminate for cause (Kündigung aus wichtigem Grund) without any notice period shall remain unaffected. Cause is deemed to exist if one Party grossly breaches the obligations explicitly regulated in this Contract, and in particular if

- a) there is a significant deterioration in the financial circumstances of Customer or if this is impending and as a result the performance of a payment obligation to Bosch is in jeopardy;
- b) the other Party has applied for the initiation of insolvency proceedings or comparable debt settlement proceedings or intends to do so in the coming 14 calendar days;
- c) the initiation of insolvency proceedings or comparable debt settlement proceedings has been applied for with regard to the other Party by third parties;
- d) the other Party has to discontinue making its payments due to payment problems;
- e) measures are arranged to satisfy third party creditor claims in the same time period as the payment problems; or
- f) in the same time period as the payment problems, the other Party has consented to measures to satisfy third party creditor claims.

14.7. Further, Bosch has the right to terminate for cause without notice period, (i) if Customer is in default of payment of a recurring remuneration for two consecutive months,

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or (ii) if Customer is in default of payment in the case of a remuneration to be paid in advance for a certain period of time, for example a Year Of Contract (for example, remuneration for the Rental Licence pursuant to Section 9.1) is in arrears with the payment of all or of a not inconsiderable part of that remuneration for two successive months, or (iii) if, in a time period covering more than two months, Customer is in default of payment in respect of the remuneration in an amount equal to the remuneration for the two months prior to notification of termination. In the event of termination by Bosch for cause caused by Customer, Bosch can immediately claim a lump-sum of 50% of the remaining monthly remuneration due up to the end of the regular term of the Contract. Customer has is entitled to prove that lower Damages were incurred, Bosch is entitled to prove that higher Damages were incurred. Bosch reserves the right to assert further claims for Damages.

14.8. Customer's right to terminate on the grounds of a failure to permit the use of the Software in conformity with the Contract pursuant to section 543 paragraph 2 sentence 1 no. 1 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) is excluded, unless the establishment of use in conformity with the Contract must be deemed to have failed. At the earliest, the establishment of use in conformity with the Contract will be deemed to have failed after the second unsuccessful attempt.

14.9. Any further statutory rights and claims of Bosch shall not be restricted by the provisions contained in section 14.

14.10. Upon termination of the Contract all authorisations, registrations and the User Account and, if applicable, all user IDs provided to the Customer and to customers and suppliers of the Customer respectively under this Contract, with exception of authorizations for the Central Bosch-ID, shall simultaneously and automatically end at the earliest possible date. The termination of the Central Bosch-ID requires termination in accordance with the contractual terms and conditions underlying the contractual relationship of the Central Bosch ID.

14.11. If personal data are processed, Bosch 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 notice.

15. Obligations at termination and after termination of the Contract

15.1. Bosch shall delete Customer Data and User Content from all systems of Bosch three months after termination of the Contract, but only insofar as there are legal retention obligations of Bosch. The Customer is obligated to export and save the Customer Data and the User Content on his own responsibility in good time before termination of the Contract or expiry of the aforementioned period. At Customer's request and against payment of a remuneration to be agreed upon separately, Bosch may, as far as possible, support the Customer in this regard.

15.2. In the event of termination of the Contract without cause, Bosch shall endeavour to support Customer, on request and for remuneration, in the change to another service provider, this does not apply, if Bosch terminated the Contract for cause. The Parties shall agree upon the details in a separate migration agreement.

16. Intellectual Property Rights

16.1. Except for Customer Data, all content of the Software, such as text, graphics, logos, button icons, images, and audio clips, is property of Bosch or of Bosch's licensors, and is protected by copyright or by other Intellectual Property Rights.

16.2. Bosch shall not be liable for claims arising from the infringement of Intellectual Property Rights, if the Customer or companies in which the Customer directly or indirectly holds a majority of the capital or voting rights, and which are Affiliated Companies, applying an term Affiliated Company in section 1.2 analogously, have or had the Intellectual Property Right or the right to use.

16.3. Bosch 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..

16.4. The Customer shall notify Bosch immediately of any (alleged) infringements of Intellectual Property Rights that become known or of any risks in this respect and, give Bosch the opportunity to jointly oppose such claims. At Bosch's request, the Customer shall – as far as possible and permissible – allow Bosch to conduct legal proceedings (including non-judicial procedures).

16.5. At Bosch's discretion, Bosch 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

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infringe the Intellectual Property Right, or (iii) to replace Software with a similar product, which no longer infringes the Intellectual Property Right. Bosch reserves the right to take the measures in section 16.5 sentence 1 at Bosch's choice, even if the infringement of the Intellectual Property Right has not yet been legally established or acknowledged by Bosch.

- 16.6. 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, Bosch 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 Bosch to achieve, to terminate the Customer's rights to the affected Software in writing and reimburse an amount which is based on the value of the remuneration for the affected Rental License of the Software for the remaining term of the Contract considering a regular termination according to section 14.2. Insofar as acceptable for the Customer, the cancellation of the Contract shall be limited to the extent required to prevent the infringement – in this case the reimbursement according to section 16.6 sentence 1 (iii) applies only with regard to the affected part of the Rental License of the Software. The Customer shall have a right of recourse against Bosch 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.
- 16.7. If and as far as it is not possible for Bosch 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 16.6 apply accordingly.
- 16.8. 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 Bosch in the defence against claims asserted by third parties, (iii) if the Software has been manufactured in accordance with the specifications, 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 Bosch or released by Bosch, (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 Bosch or (vii) if the Software was amended by the Customer or a third party. In this case, the Customer exempts, holds Bosch harmless and releases Bosch from any and all liability arising from third party claims.

- 16.9. 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 13, 11.9 and 13.10 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 16 are excluded.

17. Confidentiality

- 17.1. "**Confidential Information**" as used in this Contract 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 1.28), 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 Party 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.
- 17.2. 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 five (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 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 Bosch's subcontractors, who were obligated to maintain the relevant confidentiality,

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are not considered as third parties in the meaning of the provision in this section 17.

- 17.3. 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.
- 17.4. The obligations under section 17.1 to section 17.3 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.
- 17.5. Customer does not have the right to act as the representative or commercial partner of Bosch. Without the prior consent of Bosch, Customer is not entitled to use Confidential Information on envisaged or existing contractual cooperation for reference or marketing purposes.
- 17.6. 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.
- 17.7. Subject to section 3.3, 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 Bosch, where-by 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 17.7 which are not competitors of Bosch, unless the Customer proves that the risk of divulging Confidential Information according to this section 17 (especially function and design of the Software) of Bosch.

- 17.8. In case of a termination of the Contract, the Customer undertakes at Bosch's request to return to Bosch, or to destroy without delay, all Confidential Information (including copies made) received from Bosch in writing or otherwise recorded and samples from Bosch, in case of destruction, the destruction shall be confirmed in writing to Bosch. The obligation to return or destroy does not extend to copies of the Confidential Information received which (i) the Customer 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.
- 17.9. 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.

18. Export Control and Customs

- 18.1. Customer is aware that the use of the Software may be subject to import/export restrictions. In particular there may be approval requirements or use of the Software and related technologies may be subject to restrictions/limitations in foreign countries.
- 18.2. Bosch's performance of the Contract is subject to the proviso that Bosch's fulfilment of its obligations under the Contract is not prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export control and customs regulations, including embargos and other sanctions) which is – in accord-

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- ance with this law – applicable to this Contract (hereinafter referred to as “**Foreign Trade Law**”) and that the fulfilment of the Contract is not contrary to any other legal provisions. In such cases, Bosch is entitled to refuse to perform the Contract under this Contract and is also entitled to terminate this Contract to the extent necessary.
- 18.3. The Parties shall inform themselves immediately after becoming aware of Foreign Trade Law regulations, which may lead to the restrictions, prohibitions or delays mentioned in section 18.2.
- 18.4. Upon Bosch’s request, the Customer shall provide all information and documentation necessary to comply with Foreign Trade Law and to obtain any necessary permits, licenses, authorizations and to comply with any similar requirements caused by other Foreign Trade Law procedures or requested by authorities in relation to Foreign Trade Law (hereinafter referred to as “**Authorization**”) and / or which are necessary for the access to the Software and for the export or transfer of the Software and of Data or for the involvement of service providers, including, without limitation, information and documents with regard to the end customer/user, the destination and the intended use of the Software and any other goods provided under this Contract, unless such information and/or documents are available only in the sphere of Bosch. The Customer is obligated to comply with applicable national and international import / export control and customs regulations, especially of the Federal Republic of Germany, the European Union, the United States of America, and with all other relevant regulations. Bosch is entitled to terminate the Contract or to refuse to perform its obligations under this Rental License, if the Customer does not provide Bosch with the relevant information or documents within a reasonable period of time.
- 18.5. In case of delay in the performance of obligations under this Rental License caused by Authorizations, 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 three months after filing the application, Bosch is entitled to terminate this Contract to the extent the performance of the obligation requires this Authorization.
- 18.6. 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. Bosch is entitled to refuse to perform its obligations under this Rental License and to terminate the Contract for cause, if the Customer breaches this obligation.
- 18.7. To the extent permitted by applicable law, Bosch shall have no liability for any claims of the Customer for Damages related to or arising from the Bosch’s refusal to perform obligations under this Contract or termination of the Contract in accordance with section 18.2, section 18.4, section 18.5 and section 18.6.
- 18.8. 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.
- 18.9. Re-exportation prohibition
- 18.9.1 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.
- 18.9.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 18.9.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 18.9.3 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 18.9.1.
- 18.9.4 If the Customer breaches clause 18.9.1, 18.9.2 or 18.9.3 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 parties to terminate this Contract for cause shall not be affected by this.
- 18.9.5 The Customer shall immediately inform the Bosch about any problems in applying paragraphs 18.9.1, 18.9.2 or 18.9.3, including any relevant activities by third parties that could

frustrate the purpose of paragraph 18.9.1. The Customer shall make available to Bosch information concerning compliance with the obligations under paragraph 18.9.1, 18.9.2 or 18.9.3 within two weeks of the simple request of such information.

19. Force Majeure

- 19.1. 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 19, Bosch's right to discontinue contractual duties also applies to industrial action that affects Bosch or Bosch's suppliers or other circumstances that are beyond Bosch's control (hereinafter referred to as "**Force Majeure**").
- 19.2. 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.
- 19.3. 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.
- 19.4. 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 Bosch for any costs incurred on securing and protecting the work.

19.5. Bosch is not liable for the impossibility of supply / other performance or for delays insofar as these were caused by Force Majeure.

19.6. Notwithstanding all effects defined in this Rental 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, Bosch shall be reimbursed with the costs incurred by Bosch up until such point in time (in particular the costs for materials, working hours, subcontracting).

20. Data Security, Data Use and Data Protection

- 20.1. The Customer hereby grants Bosch the right to use, during the Contract period for the purpose of executing the Contract itself or by third parties, all of the Data, created and transmitted by the Customer or its end customer in connection with the Software, including the Customer Data and the User Content, which is stored on the storage space for the purpose of using the Software, in particular to reproduce it therefore (for example, for Data backup), to save, to copy, to modify, to analyse, to provide access to or otherwise to exploit it. This right shall be unlimited, irrevocable, free of charge and worldwide.
- 20.2. Bosch is entitled to use all of the Data created and transmitted by the Customer or its end customer, in connection with the Software, in anonymized form for machine learning and product improvement or product expansion. This right shall be unlimited, irrevocable free of charge and worldwide. The Customer warrants that it has not entered into any agreements opposing such use.
- 20.3. Bosch is entitled, insofar as is permitted by law, to store, use, transfer and/or exploit all the Data and information contributed and created by the Customer or its end customer in connection with the Software, except for personal data, beyond the purpose of the Contract for any purposes. These purposes include, inter alia, the production, commercialization and distribution of the products

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and services of Bosch and, for example, statistical, analytical and internal purposes. This right shall be unlimited, irrevocable, free of charge and worldwide. The Customer warrants that it has not entered into any agreements opposing such use.

- 20.4. Insofar as personal data is processed, Bosch complies with the statutory data protection regulations. In this case, the details relating to the data collected and the respective processing thereof are set out in the data privacy statements of Bosch) or its Affiliated Company of which the Customer will be advised in an appropriate manner.
- 20.5. Insofar as personal data is processed jointly by Bosch and the Customer within the meaning of Art. 26 GDPR, the rights and obligations and details of the data collected and the respective processing thereof shall be determined under an agreement to be entered into separately in compliance with Art. 26 paragraph 1 sentence 1 GDPR.
- 20.6. If the Customer collects, processes or uses personal data, the Customer guarantees that it is authorized to do so in accordance with the applicable regulations, in particular under the data protection regulations, and in the event of a violation Customer shall indemnify Bosch from and against any third party claims. Insofar as the data to be processed by Bosch is personal data, such processing by Bosch constitutes commissioned data processing (*Auftragsdatenverarbeitung*). Bosch shall comply with the statutory requirements of commissioned data processing and of instructions of the Customer (e.g. to comply with obligations to delete and block). In this case the details on the data collected and the respective processing thereof are set forth in the data protection statement.
- 20.7. The Customer is obligated to obtain consent required from the respective data subject insofar as personal data is collected, processed or used during utilization of the Software and if no statutory or other basis for permission applies.
- 20.8. The obligations pursuant to sections 20.1 to section 20.7 shall continue to exist as long as Customer Data are in the area of influence of Bosch, also after the termination date of the Contract.
- 20.9. The rights of Bosch under this section 20 also apply accordingly in favour of Affiliated Companies of the Bosch Group.

21. Compliance

21.1. The Customer is committed to the principle of strict legal compliance in all activities, measures, contracts and other procedures.

22. Applicable Law and Place of Jurisdiction

- 22.1. The present Rental License as well as all legal relations between Bosch 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*).
- 22.2. The place of jurisdiction is Stuttgart, Germany (for local court proceedings the local court in 70190 Stuttgart) or, at the option of Bosch, the location of the place of business which executes the order, if the Customer
- is a merchant or
 - is without general national place of jurisdiction in Germany; or
 - 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.
- 22.3. Bosch also has the right to call upon a court that is responsible for the registered office or a branch of the Customer.

23. Changes to the Software and to these License Terms

- 23.1. Amendments and additions to this Rental License as well as to any other agreement concluded based on this Rental License must be in writing (the written form is complied with in case by letter or email). This applies also to the amendment or revocation of this written form clause itself.
- 23.2. Bosch reserves the right to adapt at any time, these License Terms, the Contract and the Software (including the scope of service of the Software itself, the conditions of the Software and the License Remuneration), e.g. to adapt the Software to changed technical or legal conditions or to amend the Software with regard to further developments or technical progress or to amend the API compatibility of the Software or to the change a previously royalty-free Software into a Software against remuneration, while maintaining the basic functionality of the Software. Such adaptation or amendment shall also be effective with regard to existing contractual relationships.
- 23.3. The Customer shall be notified of such changes by email

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on time, however no later than 30 calendar days before the planned effective date of the changes insofar as the adaptation involves a restriction in the usability or other not only insignificant disadvantages (e.g. adaptation expenses). If (i) Customer does not send to Bosch within 30 days of receipt of the notification an approval in text form and continues to use the Software after expiry of the period for approval or (ii) if Customer contradicts the change of the Contract then the changes shall be deemed to have not been effectively agreed and the contractual relationship will be continued at the previous conditions. In these cases Bosch is entitled to the contractual relationship will be continued at the previous conditions or to terminate the contractual relationship at the earliest possible date according to section 14.2. Customer shall be advised of its requirement to consent and of the consequences of the missing consent in the change notification.

of a loophole where the Parties will insert a valid and effective provision.

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24. General Provisions

- 24.1. 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 as well as copies of the documentation, and to confirm this in writing to Bosch on Bosch's request.
- 24.2. These License Terms shall take precedence over the provisions of the Contract, including its annexes, unless the Contract expressly deviates from these License Terms. Annexes are part of the Contract in their currently valid version. 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).
- 24.3. 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.
- 24.4. The Customer is only entitled to assign claims against Bosch to third parties with the prior written consent of Bosch. Section 354a HGB remains unaffected.
- 24.5. Should any provision of this Rental License and / or of any contract based on this Rental 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

Appendix 1

Incident and Error or Problem Prioritization Matrix

The assignment to Incident or Error classes is carried out by Bosch with the involvement of the Customer. Bosch and the Customer shall mutually agree on the classification of the priority of a Incident or Error ticket, evaluating the effect of an Incident or Error report (see explanations under section 1 below) and the urgency (see explanations under section 2 below).

The priority matrix has the levels "**Critical**", "**High**", "**Medium**" and "**Low**". A downgrading of the prioritization of a ticket from a higher to a lower level from "Critical" to "High" by Bosch in Second Level Support or Third Level Support is possible after prior consultation with the Customer if the prerequisites are met. For all other changes in the prioritization of a ticket, Bosch is free to decide and will inform the Customer accordingly.

Prioritization Matrix		Impact Class			
		1 - Extensive / Widespread	2 - Significant / Large	3 - Moderate / Limited	4 - Minor / Localized
Urgency Class	1 - Critical / Very Urgent	Critical	Critical	High	High
	2 - High / Urgent	Critical	High	High	Medium
	3 - Medium / Slightly Urgent	High	Medium	Medium	Medium
	4 - Low / Not Urgent	Low	Low	Low	Low

1. Impact:

The "**Impact**" describes how strongly the Customer's business process is influenced by the Incident or Error. Following Impact Classes are defined: "**Extensive / Widespread**", "**Significant / Large**", "**Moderate / Limited**" and "**Minor / Localized**". Bosch alone classifies the Impact Class. The following table describes individual Impact Classes. If criteria from several Impact Classes apply, the ticket is classified in the higher Impact Class.

Impact Class	Description
1 - Extensive / Wide-spread	Impact Class 1 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the influence on the Customer's business is comprehensive (i.e. the entire business of the Customer is affected) a far extended number of users of the Customer is affected, e.g. many locations of the Customer (i.e. more ¾ of all locations of the Customer) or the entire enterprise of the Customer a far extended large number of the Customer's users are not able to carry out their daily business due to the Incident or Error, or Physical injury is present or the risk of physical injury is potentially present.
2 - Significant / Large	Impact Class 2 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the Impact on the Customer's business is significant a large number of users of the Customer is affected, e.g. an entire location of the Customer or a large number of the Customer's users are not able to carry out their daily business.
3 - Moderate / Limited	Impact Class 3 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the influence on the Customer's business is moderate a limited number of users of the Customer is affected, e.g. a group or a department or a limited number of the Customer's users are not able to fulfil the daily business
4 - Minor / Localized	Impact Class 4 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the Impact on the Customer's business is minimal a local limited number of users of the Customer is affected a local limited number of the Customer's users are impaired in their daily business or the execution of the activities is possible, but may involve a higher personal effort.

2. Urgency

The "**Urgency**" describes the extent of the efforts with which Bosch is working to ensure that the Software can be used again without disruption. Following Urgency Classes are defined "**Critical / Very Urgent**", "**High / Urgent**", "**Medium / Slightly Urgent**" and "**Low / Not Urgent**". Bosch alone is responsible for classifying the level of Urgency. The following table describes individual Urgency Classes. If there are criteria from different Urgency Classes, the Urgency Class with the highest priority is decisive for the classification.

Urgency-Class	Description
1 - Critical / Very Urgent	Urgency Class 1 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the possible damage that may occur in relation to the following topics based on the root cause of the ticket reported to Bosch, increases very quickly with time. <ul style="list-style-type: none"> Security (i.e. maintaining the confidentiality, integrity and availability of information), Data protection (i.e. the unauthorized collection, storage and transfer of data) or Data loss (i.e. the unforeseen loss of data)
2 - High / Urgent	Urgency Class 2 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the possible damage that may occur in relation to the following topics based on the root cause of the ticket reported to Bosch, increases considerably over time. <ul style="list-style-type: none"> Security (i.e. maintaining the confidentiality, integrity and availability of information), Data protection (i.e. the unauthorized collection, storage and transfer of data) or Data loss (i.e. the unforeseen loss of data)
3 - Medium / Slightly Urgent	Urgency Class 3 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none"> the possible damage that may occur in relation to the following topics based on the root cause of the ticket reported to Bosch, increases moderately with time. <ul style="list-style-type: none"> Security (i.e. maintaining the confidentiality, integrity and availability of information), Data protection (i.e. the unauthorized collection, storage and transfer of data) or Data loss (i.e. the unforeseen loss of data)

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4 - Low / Not Urgent	Urgency Class 4 exists if one of the following criteria is fulfilled: <ul style="list-style-type: none">• Support service of Bosch is not time critical
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