

Software Maintenance Terms

These maintenance terms for Software Maintenance Services and Support Services – as defined below – (hereinafter referred to as "**Software Maintenance Terms**") apply to the performance of Software Maintenance Services and Support Services as defined and described below (Software Maintenance Services and Support Services are hereinafter jointly referred to as "**Software Maintenance And Support Services**") by Robert Bosch Manufacturing Solutions GmbH, BCI – Bosch Connected Industry, Wernerstr. 51, 70469 Stuttgart, Germany, (hereinafter referred to as "**Bosch**") for Customers to whom Bosch has provided Bosch's Software – as defined below – for commercial use on the basis of a separate agreement (hereafter referred to as "**License Agreement**"). Bosch or Customer hereinafter individually referred to as "**Party**" or jointly referred to as "**Parties**".

The performed services within the framework of these Software Maintenance Terms consist of the following:

- a) Delivery of goods and services by Bosch for the purpose of updating and upgrading the Software (hereinafter referred to as "**Software Maintenance Services**") and
- b) Services required to eliminate Errors in the then current Version of the Software (hereinafter referred to as "**Support Services**")

1. Definitions

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

- 1.1. "**Availability**" means that the Customer can execute and use the essential functions of the Software at the time of delivery as agreed in the Contract between Bosch and the Customer.
- 1.2. "**Commencement Date Of The Contract**" means the agreed date with effect from which the Software Maintenance Services And Support Services for the Software shall be made available.
- 1.3. "**Contract**" shall mean the individual contract that includes the contractual agreement between the Customer and Bosch regarding the provision of the Software Maintenance And Support Services by Bosch against payment of a remuneration by the Customer (e.g., on the basis of an offer from Bosch and an order confirmation from Bosch).
- 1.4. "**Customer Data**" refers to all data originating from the Customer, which the Customer generates or processes in connection with the use of the Software. Customer Data also includes usage data of the Customer in the form of automatically transmitted machine data (sensor or other machine data) or automatically generated system data (e.g. log files, information on the utilization or Availability of the Software). The Customer Data also includes access data to the Software, e.g. the data required for a user account, in particular user name and password.
- 1.5. "**Downward Compatibility**" describes the usability or compatibility of newer Versions of the Software with the application and installation conditions of an earlier Version.
- 1.6. "**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.
- 1.7. "**First Level Support**" is defined in section 4.7.
- 1.8. "**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.
- 1.9. "**IT Infrastructure**" means the operating environment required for the use of the Software (e.g. server/virtual machines/databases and their capacities such as number of processors, size of the working memory, version of the operating system, memory capacity), as well as the network systems required for data transfer.
- 1.10. "**Patch**" means elimination of Errors.

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- 1.11. For the definition of the term "**Problem**", it is referred to the term "**Error**".
- 1.12. "**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.
- 1.13. "**Second Level Support**" is defined in section 4.8.
- 1.14. "**Software**" shall be understood as referring to the executable program code along with the Software documentation in electronic form, to which these Software Maintenance Terms apply and which Bosch has ceded to the Customer on the basis of a License Agreement.
- 1.15. "**Software Maintenance Services**" is defined in section 3.1.
- 1.16. "**Software Maintenance And Support Services**" is defined in section 2.1.
- 1.17. "**Support Services**" is defined in section 4.2.
- 1.18. "**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.
- 1.19. "**Third Level Support**" is defined in section 4.9.
- 1.20. "**Trade Secret**" is any information according to section 2 No. 1 of the German Trade Secret Act (*Geschäftsgeheimnisschutzgesetz – GeschGehG*).
- 1.21. "**Bugfixing**" 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.
- 1.22. "**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.
- 1.23. "**User Support**" means general questions regarding the use of the Software which are not part of the Support Services - unless the Parties have agreed otherwise - but for which Bosch offers the Customer appropriate training courses after corresponding agreement and against payment.
- 1.24. "**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.
- 1.25. "**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.
- 1.26. "**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.
- 1.27. "**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. General Regulations

- 2.1. The subject of these Software Maintenance Terms is the provision of Software Maintenance And Support Services by Bosch. The Customer and Bosch shall agree the details of the performance, e.g. objectives, subject matter, scope, content, locations, specialist and technical framework conditions and the remuneration payable for the work and/or services, in a separate document.
- 2.2. Any and all offers of Bosch are without obligation unless expressly otherwise stated in the offer.
- 2.3. The Contract is concluded upon an agreement being entered into, or upon receipt of an order confirmation from Bosch or with provision of the License key, whichever occurs earlier. Delivery times are non-binding.
- 2.4. The dates of delivery and performance named by Bosch shall only be considered binding if these were named as binding by Bosch in writing.
- 2.5. Conditions deviating from these Software Maintenance Terms must be in writing.
- 2.6. Terms and conditions of the Customer or of third parties that contradict or purport to supplement 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 or any

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- other Customer Document 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.
- 2.7. Bosch offers the Software Maintenance Services and Support Services for the respective Software only in the currently available major Version and the currently available minor Version; Bosch offers Downward Compatibility only for the most recent Version.
 - 2.8. These Software Maintenance Terms apply exclusively to the Software made available to the Customer for productive use and not to non-productive, free and/or test versions of the Software and the integration or test systems with unofficial functions.
 - 2.9. These Software Maintenance Terms only apply to the Software that is made available to Customer at the point of delivery. Bosch is not responsible for the data transmission from the transfer point to the Customer and/or in the IT Infrastructure of the Customer or third parties.
 - 2.10. Solely Bosch has the task of organizing the provision of work and/or services and has the right to issue instructions to its employees. This also applies if the work and/or services are provided on the premises of the Customer.
 - 2.11. Bosch is entitled to engage subcontractors for the provision of work and/or services. If and as far as this considers relevant or most of the parts of the deliveries, Bosch shall inform the Customer of this accordingly.
 - 2.12. Bosch shall provide the work and/or services based on the acknowledged state of the art.
 - 2.13. In the case of services, Bosch assumes no responsibility for a particular result. This is solely the responsibility of the Customer.
 - 2.14. Unless expressly agreed otherwise in writing, prices shall be deemed to be from Bosch's supplying plant/warehouse and Bosch's deliveries are performed from Bosch's supplying plant/warehouse. The place of Bosch's supplying plant / warehouse is also the place of performance for Bosch's deliveries and any subsequent performance (*Gewährleistung*).
 - 2.15. Delays in performance as a result of Force Majeure according to section 16 or circumstances that render performance considerably more difficult or temporarily impossible for Bosch and are beyond Bosch's control, such as an unforeseeable shortage of material, labour disputes and any external disruption of operations as well as any other Force Majeure case, extend the contractual periods and binding delivery dates by the periods in which work and/or services are prevented and by a reasonable start-up time.
 - 2.16. If the delivery period or the acceptance date of the subject matter of the Contract or any other agreed date is delayed for reasons for which the Customer is responsible, the Customer shall be invoiced the costs incurred due to the delay. Any further claims or rights on Bosch's part, in particular those of debtor default, are reserved.
 - 2.17. If non-compliance with the delivery period, the acceptance date of the subject matter of the Contract or other agreed date is attributable to any events or disturbances which are beyond Bosch's control or beyond the control of Bosch's sub-supplier, the delivery period shall be extended, the acceptance test date and any other agreed, which cannot be met, shall be postponed by the duration of the hindrance, but not more than three months after the original delivery date. In the event of Force Majeure, the provision in section 16 shall apply.

3. Software Maintenance Services

- 3.1. Bosch undertakes to cede to the Customer Updates and Patches for the Software purchased by the Customer (without Customer specific changes) in accordance with the terms of use of the License Agreement (hereinafter referred to as "**Software Maintenance Services**").
- 3.2. Updates and Patches shall be developed at intervals defined by Bosch and made available to the Customer as in form of a download.
- 3.3. Updates and Patches shall be created only for the respective most recent Version of the Software.
- 3.4. 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.

4. Support Services

- 4.1. Bosch shall provide the contact person designated by the Customer (as stipulated in Section 4.6) a service desk (including telephone number) and a ticket system for receiving Incident / Error reports from the Customer

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within the defined service times.

- 4.2. Bosch shall make commercially 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**”).
- 4.3. 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 as per section 1.8 or the report of an Error as per Section 1.6 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. Errors shall be allocated to Incident or Error classes in accordance with the specifications in Appendix 1.

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.

- 4.4. Bosch offers the Customer different support categories.

Unless otherwise agreed, the support category applies.

Support category	Support
Service time	8 a.m. to 4 p.m. (CET)
Working days/ weekend	Monday to Friday
Response time for Error class 1	120 minutes
Response time for Incident / Error classes 2 to 4	1 working day

Excluded from the above-mentioned service times are national public holidays in Germany, public holidays in Baden-Württemberg as well as 24 December and 31 December.

- 4.5. 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 above-mentioned Response Time expires, the missing time shall be added to the next working day.
- 4.6. The Customer shall inform Bosch of the names of two authorized employees for support requests, unless otherwise expressly agreed.
- 4.7. 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 4.7:
 - 4.7.1 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 E-mail address: Nexeed.helpdesk@bosch.com
 - b) or under the 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>
 - 4.7.2 Before reporting an Incident or Error, the Customer must check whether the cause of the Error is related to the causes mentioned in Section 4.17.2 and whether the cause of the Incident or Error could be in the Software.
 - 4.7.3 For each support request, the Customer must provide the following information by e-mail to Bosch's First Point of Contact:
 - a) name of the Customer
 - b) Contact person of the Customer
 - c) affected location and country
 - d) Version of the Software
 - e) detailed Incident or Error description (including

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- logs, monitoring data, reproducibility of the Incident or Error) with proposal of an Incident or Error class according to Section 4.3.
- f) Time and/or period, number and frequency of occurrence of the Incident or Error (depending on the individual case)
 - g) Description of the System Environment (including operating system version)
 - h) Version of the development environment
 - i) Measures taken so far by the Customer
- 4.7.4 In the context of First Level Support, Bosch shall record an Incident ticket for each request and assign it to an appropriate Incident class (see Section 4.3 and Appendix 1).
- 4.7.5 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.
- 4.7.6 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.
- 4.7.7 Bosch compares the reported Incident and Error messages with known Incidents and Errors (hereinafter referred to as "**Known Errors**").
- 4.8. 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**").
- 4.9. Within the scope of third level support, Errors in the Software are corrected (hereinafter referred to as "**Third Level Support**").
- 4.10. 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.
- 4.11. 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.
- 4.12. After the initial release of a minor and major Version of the Software, Bosch shall provide support Updates and Patches for at least 12 months, but for no longer than the term of the Maintenance Agreement, provided that this term is shorter than the aforementioned 12 months. If efforts to remedy Incidents or Errors are not commercially reasonable for Bosch during this period, or if the 12 months pursuant to this Section 4.12 sentence 1 have passed and the Incident or Error does not occur in a more recent Update of the Software, Bosch shall not be obliged to remedy this Incident or Error in the earlier Version. Rather, Bosch shall provide the Customer with the more recent Version of the Software and the Customer shall be obliged to use the more recent Version of the Software.
- 4.13. If Bosch provides the Customer with upgrades, Updates, Patches or bug fixes within the scope of defect removal or Software maintenance, these are also subject to the license terms and conditions agreed between Bosch and the Customer, just like the Software itself, unless they are the subject of a separate agreement. After provision of the new Software Version, the Customer's rights to the previous minor or major Version shall end after a transition period of one (1) month.
- 4.14. 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.
- 4.15. 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.
- 4.16. Customer's obligation to cooperate for the provision of services by Bosch
- 4.16.1 The Customer undertakes to check the results and Customer Data generated with the Software prior to their actual use and to inform Bosch immediately of any Errors in the Software. In doing so, the Customer shall provide Bosch with all necessary information upon request.
 - 4.16.2 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

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- 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 Software Maintenance Services Contract 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 does not fall under the services provided by Bosch as per these maintenance conditions.
- 4.16.3 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.
- 4.16.4 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.
- 4.16.5 It is the Customer's responsibility to keep the Software Version up to date. If there is a Version gap, Bosch is not obliged 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 obliged to provide the services according to this Section 4.
- 4.16.6 The installation of a sufficiently dimensioned hardware and Software environment for the Software is the sole responsibility of the Customer.
- 4.16.7 The Customer is obliged, as far as possible, to regularly back up his Customer Data. Any backup by the Customer shall be carried out in such a way that the Customer Data can be restored at any time.
- 4.16.8 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.
- 4.17. In addition to individual service exclusions mentioned in the above paragraphs, the following additional services are not included in the Support Services:
- 4.17.1 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 18 for an additional fee.
- 4.17.2 Support Services shall not cover the elimination of Incidents or Errors caused by the following:
- Data, Customer Data, software, or hardware originating from third-party manufacturers or the Customer.
 - Changes to the Software not carried out by Bosch.
 - Use by the Customer of the Software in a manner that does not conform to the documentation.
- 4.17.3 If the processing of a reported Incident or a reported Error shows that this/these is/are due to the causes mentioned in Section 4.17.2 or that there is no Incident or Error in the Software 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 entitled to refuse to process these Customer support requests as this expenditure is not covered by the fee for the maintenance service and is not covered by other agreed fees. 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, otherwise the conditions in Section 18 apply.
- 5. Travel and Transport Costs, Journeys Home**
- 5.1. The costs of the transport and of the transport insurance of the service personnel's personal luggage and of the tools transported with the personnel or sent for performance of the Maintenance Service must be taken into account in particular in the transport costs of the service personnel.
- 5.2. Travel costs include the costs of journeys home by Bosch's service personnel during the time period of performance of the Software Maintenance And Support Services (i.e. to and from the service location to Bosch's

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service employee's normal place of work). Bosch's service personnel's entitlement to journeys home shall be determined by the standards of statutory regulations or collective agreements respectively applying. The classes, tariffs or rates (e.g. km allowance) claimed by Bosch's service personnel for the means of transport required (e.g. rental vehicle, taxi, public transport, airplane, ship) are set forth in Bosch's price list in effect at the time of performance of the Software Maintenance And Support Service.

6. Open Source Software

6.1. The Software including Updates and Patches, which Bosch provides to the Customer under the provision of Bosch's Software Maintenance And Support Services, may contain open source software components (hereinafter referred to as "**OSS**"). The OSS contained in the Software is subject to licenses (hereinafter referred to as "**OSS Licenses**"), which take precedence over Bosch's license for its Software. Pursuant to these OSS Licenses, Bosch has to pass on to Customer their terms and conditions, and the Customer must comply with these terms and conditions and fulfil respective obligations when using the OSS in another way than merely installing and running it internally on the Customer's machines, e.g. through further disposal of the Software, as by distribution, selling or otherwise passing it on to a third party. The rights under the OSS Licenses are being granted to Customer, and in the event of Customer passing on a copy of the product to a third party, the terms and conditions of the applicable OSS Licenses apply to the distribution of any included OSS (in some cases the OSS License provides a direct license from the author/licensor of OSS to the third party). For many OSS Licenses, Bosch itself can neither grant these rights to the Customer, nor can Bosch obtain these rights for the Customer. The Customer must either expressly, or implied by copying, modification or distribution of the OSS, accept the applicable OSS Licenses, and take responsibility for Customer's compliance with the applicable OSS Licenses. The Customer shall be provided with an up-to-date list of the open source software components contained in the Software and the applicable open source software license terms on request prior to conclusion of the agreement or, at the latest, upon delivery of the Software or any Update or Patch. Bosch will provide the OSS components including the applicable OSS Licenses used in the Software, Update or Patch upon Customer's request. In case the Customer provides software to Bosch to integrate into the Work Results, the Customer hereby allows Bosch to analyse the software to verify the OSS

content in it. This however does not lower the responsibilities of the Customer for providing all material as required by the OSS licenses applicable to the software to Bosch.

- 6.2. By changing or adapting OSS, the Customer accepts the applicable OSS Licenses and assumes responsibility for compliance with the applicable OSS Licenses. Furthermore, the Customer agrees that Updates or new versions (to the extent that such Updates or new versions are contractually provided by Bosch) of the delivered Software of the subject matter of the Contract may contain other or additional OSS and therefore changes to the OSS Licenses. At Customer's request, Bosch shall inform the Customer about this fact and, if applicable, about additional or changed OSS Licenses when delivering Updates or new versions.
- 6.3. To the extent the OSS license terms of the OSS components contained in the Software include the obligation to provide the source code Bosch will make the source code available according to the requirements of the OSS Licenses terms upon Customer's request. In all other cases, Bosch does not provide the source code to the Customer as the source code is no subject matter of the Contract.
- 6.4. The OSS itself has no influence on the agreed remuneration for the Software Maintenance And Support Services and the agreed additional services and is therefore provided free of charge and without monetary compensation.
- 6.5. Unless otherwise provided for in the Maintenance Services Contract Bosch is not obligated to provide any service or support with regard to the fulfilment of the Customer's obligations arising from the OSS Licenses. Any such service or support by Bosch shall be subject to a separate agreement specifying such service or support and providing for appropriate compensation.

7. Pricing, Remuneration, Due Date

7.1. The agreed annual maintenance remuneration for the Maintenance Services for the Software is due upon conclusion of the Software Maintenance Services Contract in advance without deduction of the applicable value added tax. In the case of an extension to the maintenance agreement, the remuneration for the extension period shall be payable after the corresponding invoice upon commencement of the period.

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- 7.2. For other services that are not covered by the fee for the agreed Software Maintenance And Support Services, Bosch is entitled to monthly invoicing of the expenses incurred, stating the activities performed and expenses incurred, unless the Parties have agreed otherwise. The corresponding evidence shall be enclosed with the statement.
- 7.3. Travel required to provide the work and/or services of Bosch (which includes any related costs) is not included in the remuneration agreed for the work and/or service, unless otherwise agreed in writing. This shall be charged in accordance with the Travel Expense Guidelines of Bosch current at the time when the order is placed. Bosch will provide the Customer with a copy of the Travel Expense Guidelines on Customer's request. Travel time is deemed to constitute time spent on performance and shall be invoiced on a time and material basis at fifty percent (50%) of the respective daily rate.
- 7.4. Travel time shall be invoiced as working hours in accordance with Bosch's rates for services. Waiting periods which Bosch is not accountable for at the place of performance shall also count as working hours, as does the necessary time spent on looking for accommodation required and on any reports to the authorities.
- 7.5. The Customer has to confirm the service personnel's working hours in the format submitted by Bosch to the Customer – depending on customary practice either on a daily or weekly basis or after completion of the work – either in writing or in electronic form. Any objections by the Customer shall be raised either in the format submitted or separately in writing.
- 7.6. Regular working hours and the remuneration of overtime, late hours, work at night, on Sundays or public holidays by the service personnel deployed by Bosch to perform assembly, corrective maintenance or other services, shall depend on the collective agreements applicable to the respective employment relationship of the employee. Overtime shall be worked insofar as it is necessary and agreed with Bosch. Working hours exceeding the maximum of 10 working hours a day and work on Sundays or public holidays may only be undertaken in urgent exceptional cases and necessitates Bosch's consent to this and, if applicable, the consent of the supervisory authority responsible at the place of performance. In this context the public holidays stipulated by law at the place of performance shall count as public holidays. A break of at least 11 hours is mandatory between two work shifts.
- 7.7. 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.
- 7.8. Value-added tax/sales tax is not charged, if the conditions for a tax exemption are met. In case of deliveries to EU member states (intra-Community deliveries), the customer shall cooperate in a suitable manner in providing evidence of the intra-Community delivery in line with the requirements with the local law without undue delay. In particular, Bosch can demand a dated and signed confirmation of receipt of the intra-Community delivery. The receipt shall contain at least the name and address of the consignee of the Deliveries, the quantity and usual description of the Deliveries and the place and date of receipt of the Deliveries. In addition, the Customer shall provide his valid VAT ID number. If the relevant documents are not provided to Bosch, the tax exemption of intra-Community deliveries shall not apply; in addition, the Customer shall reimburse Bosch for any official surcharges.
- 7.9. All invoices of Bosch are to be paid within 30 days after receipt and due date without deduction and cashless to the bank account indicated by Bosch in the invoice. The date on which the invoice amount is credited to Bosch shall be decisive for compliance with the payment deadline.
- 7.10. Any OSS contained in the subject matter of the Contract or any other works and service of Bosch does not have any influence on the agreed remuneration for such subject matter of the Contract 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.
- 8. Period of Agreement/Termination**
- 8.1. The Maintenance Services Contract shall be concluded for minimum term of 12 calendar months. In the case of the purchase of Software, the term of the Maintenance Services Contract corresponds at least to the warranty period. During this period, the Contract cannot be terminated ordinarily. The termination right according to section 627 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) is excluded.
- 8.2. The maintenance agreement shall be extended by a further 12 months at a time unless terminated with a notice of three months prior to expiry of the original term.

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- 8.3. If the Customer breaches the Maintenance Services Contract, especially in case of delayed payment, Bosch is entitled, notwithstanding any other contractual or statutory rights, to terminate the Maintenance Services Contract after a reasonable period of grace without any notice.
- 8.4. The termination shall only be effective if it is made in writing (by letter or by e-mail) to the following e-mail address: Nexeed.OrderManagement@de.bosch.com.

9. Customer's Duties to Cooperate

- 9.1. The Customer must support the work and/or services of Bosch at its own cost and expense with reasonable collaborative action. In particular, it shall provide the information and data required for these to Bosch free of charge and give employees of Bosch access to its business premises to the extent necessary during business hours and / or, if requested by Bosch, also remote access to the subject matter of the Contract and / or any installed Software. Furthermore, the Customer shall provide work materials and means of communication, particularly workstations, computers, telephones, internet connection and printers, to a reasonable extent if the work and/or services are provided on the business premises of the Customer.
- 9.2. The Customer shall take the special action necessary to protect persons and property at the place of performance. The Customer shall also instruct Bosch's service personnel (or the head of the service group if several service employees are working at the same location) of existing safety and accident prevention regulations, insofar as such regulations are also of significance to Bosch's service personnel.
- 9.3. The setting up and maintaining of a sufficiently dimensioned hardware and software environment for software (hereinafter referred to as "IT Infrastructure") as well as the operation and the maintenance of such IT Infrastructure and the maintaining of any and all other necessary infrastructure is the sole responsibility of the Customer.
- 9.4. The Customer shall grant Bosch access to any subject matter of the Contract, including the Software, for the purpose of finding and correcting Incidents and Errors and any Bugfixing either directly and/or by remote access at the option of Bosch.
- 9.5. The Customer shall take reasonable precautions in the

event that software fails to work properly as a whole or in part (e.g. by daily data back-ups, fault diagnosis, regular checks of the data processing results). To the extent that the Customer does not expressly refer to this in advance, Bosch may assume that all data of the Customer with which it might come into contact have been secured.

- 9.6. If Bosch is prevented from the provision of work and/or services by the non-contractual provision of the Customers above-mentioned duties to cooperate and provide information, Bosch is not responsible for any resulting performance deficiencies (including any service credits / penalties). Any stipulated dates will be postponed under the above-defined conditions. The extension depends on the length of the delay of the non-contractual cooperation and other resulting temporal effects (e.g. taking account of a necessary start-up time).
- 9.7. The Customer shall reimburse to Bosch any expenses that Bosch incurs based on the Customer's non-compliance or delayed compliance with its duties under this section 9, unless this is beyond the Customer's control. In addition, the legal remedies and claims to which Bosch is legally entitled remains unaffected.

10. Material and Manufacturing Defects (*Sachmängel*) and Deficiencies In Title (*Rechtsmängel*) due to Warranty (*Gewährleistung*) and Warranty for Work and Rights of Third Parties

- 10.1. Insofar as statutory warranty (*Gewährleistung*) claims and rights apply to the Customer, if the subject matter of the Contract is works (*Werkleistungen*), these claims and rights shall expire 12 months after provision of the works or for the Software, if the Software is provided as work (*Werkleistung*), as the case may be (hereinafter referred to as "**Warranty Period**"), unless mandatory law provides for a longer period of limitation. Insofar as statutory warranty claims and rights apply to the Customer, the following regulations in this section 10 apply:
 - 10.2. Subsequent performance to be delivered in the framework of a warranty shall be carried out in accordance with section 4. This shall not affect the Customer's right to either reduce remuneration or withdraw from the agreement at its own discretion following two failed attempts at subsequent performance.
 - 10.3. The Customer must notify Bosch immediately in writing, if any material and/or manufacturing defect is identified indicating the nature, extent and effects of the defect. The limitation period does not start again after the sub-

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sequent performance.

- 10.4. Insofar as the Customer's complaint proves to be justified, Bosch shall bear the direct costs of the remedying of the defect or of the replacement delivery including its consignment, the costs of the removal and installation as well as the costs of any provision of the necessary fitters and supporting personnel, including their travel expenses, if Bosch responsible for the defect and insofar as this does not result in a disproportionately high burden according to section 635 paragraph 3 German Civil Code (Bürgerliches Gesetzbuch – BGB) is placed on Bosch as a result.
- 10.5. The Customer is only permitted to eliminate the defect itself or to have it eliminated by third parties and to demand from Bosch replacement of the requisite, reasonable expenses in urgent cases involving the endangerment of operational safety or for the purpose of preventing excessive damage, whereby Bosch shall be notified immediately and the measures shall be coordinated and agreed with it.
- 10.6. Within the framework of the statutory provisions, the Customer shall have the right to withdraw from the Contract, if Bosch - taking into account the statutory exceptions - allows a reasonable period of time set for Bosch for the remedying of a defect or for a replacement delivery on account of a material defect to elapse fruitlessly or if repair or replacement due to a warranty case with regard to the same substantial defect has failed three times in succession. If the defect is insignificant, the Customer shall only be entitled to a right to a reduction of the Contract price. The right to reduce the Contract price shall otherwise be excluded.
- 10.7. There is no case of warranty and no liability is assumed, especially in the following cases: Unsuitable or improper use, faulty installation or commissioning by the Customer or third parties, natural wear, improper rectification of defects by the Customer or a third party, faulty or negligent handling, improper maintenance (if and as far as this is a task of the Customer), changes to the subject matter of the Contract without Bosch's prior consent, if the defect is caused by software or by goods, which are provided by the Customer or third parties, or whose use has been prescribed by the Customer, in case of unsuitable operating materials, influences of climactic conditions on the subject matter of the Contract; chemical, electrochemical or electrical influences - insofar as Bosch is not responsible for them.
- 10.8. In case of a breach of duty other than relating to a defect,

the Customer may only withdraw or terminate the Software Maintenance Services Contract in accordance with statutory provisions, if Bosch is responsible for the breach of duty.

- 10.9. Warranties do not apply to minor defects.
- 10.10. As stated in the provisions below, Bosch warrants during the Warranty Period that the delivered Software, as the case may be, does not infringe Intellectual Property Rights of third parties (as defined in section 11.1) at the time when the risk passes.
- 10.11. Claims for defects shall become statute-barred two years after provision of the Software or acceptance (*Abnahme*), if an acceptance has been agreed upon, unless mandatory law provides for a longer period of limitation.
- 10.12. Bosch's obligation to pay compensation for damages due to material and manufacturing defects (*Sachmängel*) and deficiencies in title (*Rechtsmängel*) is otherwise governed by section 12. Any further claims of the Customer or claims other than those regulated in this section 10 due to material and manufacturing defects (*Sachmängel*) and deficiencies in title (*Rechtsmängel*) are excluded.

11. Intellectual Property Rights and Copyrights

- 11.1. Bosch shall not be liable for claims arising from the infringement of intellectual property rights of third parties (hereinafter referred to as: "**Intellectual Property Rights**"), if the Customer or companies in which the Customer directly or indirectly holds a majority of the capital or voting rights have or had the Intellectual Property Right or the right to use.
- 11.2. 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 Right family has been published either by the European Patent Office or by one of the Patent Offices in the Federal Republic of Germany, France, U.K., Austria or the U.S.A..
- 11.3. 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

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proceedings (including non-judicial procedures).

- 11.4. At Bosch's discretion, Bosch is entitled (i) to obtain on the Customer's behalf a license for the subject matter of the Contract, which (allegedly) infringes an Intellectual Property Right or (ii) to modify such subject matter of the Contract in such a way that it no longer infringes the Intellectual Property Right or (iii) to replace it with a similar product which no longer infringes the Intellectual Property Right. Bosch reserves the right to take the measures in section 11.4 sentence 1 at Bosch's choice even if the infringement of an Intellectual Property Right has not yet been legally established or recognised by Bosch.
- 11.5. If the Customer is ordered to desist from using the subject matter of the Contract 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 subject matter of the Contract, replace or modify the subject matter of the Contract 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 subject matter of the Contract in writing and reimburse the value of the affected subject matter of the Contract while taking into account a 3-year usage life for such affected subject matter of the Contract (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the Customer, the cancellation of the Contract shall be limited to the extent required to prevent the infringement. The Customer shall have a right of recourse against 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.
- 11.6. 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 subject matter of the Contract so as to remove the infringement while retaining the agreed functionalities, the rights and obligations under section 11.5 apply accordingly.
- 11.7. Any claims of the Customer shall be excluded (i) to the extent that the Customer is responsible for or has caused the infringement of Intellectual Property Rights, (ii) if the Customer does not reasonably support Bosch in the defense against claims asserted by third parties, (iii) if the

subject matter of the Contract has been manufactured in accordance with the specifications, design, data or with material or instructions of the Customer, (iv) if the infringement of Intellectual Property Rights results from use in combination with another product (including other software of the Customer or of any third party) not stemming from Bosch or released by Bosch, (v) if the subject matter of the Contract is not used in accordance with the Contract, (vi) if the subject matter of the Contract is used in a manner, which could not have foreseen by Bosch or (vii) if the subject matter of the Contract was amended by the Customer or a third party. In these cases, the Customer exempts, holds Bosch harmless and releases Bosch from any and all liability arising from third party claims.

- 11.8. The Customer's claims for damages and reimbursement of expenses shall exist in the case of Intellectual Property Right infringements only in accordance with the provisions of section 12. Section 10.11 and section 12.5 shall apply mutatis mutandis to the limitations of 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 11 are excluded.

12. Liability

- 12.1. Bosch shall be liable in accordance with the statutory provisions for losses, damages and compensation for futile expenses within the meaning of section 284 German Civil Code (*Bürgerliches Gesetzbuch - BGB*) (hereinafter referred to as "**Damages**") (i) in the event of negligent or intentional injury to life or limb or impairment to the health of a person, (ii) for Damages due to mandatory liability under the Product Liability Act (*Produkthaftungsgesetz*), (iii) for Damages caused maliciously or with intent, (iv) for Damages caused by gross negligence of the legal representatives or executive employees of Bosch, (v) to the extent of a quality guarantee, durability guarantee or any other guarantee (*Garantie*) assumed by Bosch, (vi) due to any other statutory mandatory liability provision.
- 12.2. Without prejudice to any liability under section 12.1, Bosch's liability for Damages shall be limited to the level of damage foreseeable in contracts of this kind in the case of Damages resulting from an ordinarily negligent breach of Fundamental Contractual Obligations as well as in the case of damage caused due to gross negligence by Bosch's ordinary vicarious agents. "**Fundamental Contractual Obligations**" refer to obligations whose

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fulfilment is essential for the proper performance of the Contract and on the observance of which the Customer regularly relies and may rely – in case of Damages resulting from a breach of a Fundamental Contractual Obligations, however, Bosch's liability shall be limited to compensation for the foreseeable, typically occurring Damages; for liability under this section 12.2 the Parties agree - with due regard to the type and scope of services to be performed under this Contract - to a liability cap amounting to a maximum total liability of Bosch for Damages per Year Of Contract of 100 % of the remuneration for the agreed Software Maintenance And Support Services paid by the Customer in the year of the claim event, but not more than EUR 100,000.00, whereby the lower amount is the maximum total liability of Bosch for Damages in such Year of Contract. Except where there are explicit provisions to the contrary in these Terms and Conditions for Works and Services. Bosch shall bear no liability beyond that defined above.

- 12.3. 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.
- 12.4. Contractual and non-contractual claims of the Customer for Damages based on a defect in the Software or any other goods delivered and services rendered under the Contract shall become statute-barred two years after delivery / provision, unless statutory law mandatorily provides for a longer period of limitation. In the cases according to section 12.1(i) to section 12.1 (iv) or according to section 12.1(vi), the claims of the Customer for Damages shall become statute-barred in accordance with statutory provisions.
- 12.5. Bosch's strict liability (which means liability without fault – *verschuldensunabhängige Schadenersatzhaftung*) is excluded for defects which already existed when the Contract was concluded.
- 12.6. Bosch is not liable for taxes, other levies and resulting damages for which the Customer is the taxpayer.
- 12.7. Any further liability from Bosch for Damages beyond that provided for in section 12 is excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for Damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage in accordance with section 823 German Civil Code (Bürgerliches Gesetzbuch – BGB). Also, Bosch shall not be liable for Damages

incurred by the Customer due to its failure to back up in accordance with section 4.16.7.

- 12.8. Insofar as the liability for Damages against Bosch is excluded or limited in accordance with section 12, this shall also apply with regard to the personal liability for Damages against Bosch's managing directors, employees, workers, staff, representatives and vicarious agents (Erfüllungsgehilfen) and their employees. The above provisions shall also apply for indemnity obligations (*Freistellungsverpflichtungen*). 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.
- 12.9. The Customer is obligated to indemnify Bosch from and against any and all Damages, costs and disadvantages claimed and potential claims raised against Bosch by third parties on account of the infringement of their rights by Customer data or due to a violation of the law committed by Customer when using the subject matter of the Contract, including any Software.
- 12.10. In addition, the Customer is obligated to refund to Bosch all the costs accruing due to the above infringement or violation, in particular the costs of reasonable legal defence, including the court costs and attorney fees and futile expenses. This does not apply if and to the extent that the Customer proves that he were not responsible for the above infringement or violation.

13. Data Use and Data Protection

- 13.1. In connection with the use of Bosch's Software Maintenance And Support Services, personal data may be processed by Bosch.
- 13.2. Bosch shall provide the Customer with a pre-formulated contract text for an agreement on order processing according to the GDPR which may be necessary in this context. The Parties agree, if necessary, to conclude an agreement on order processing on the basis of this pre-formulated contract text.
- 13.3. Data Use and Data Protection with regard to the Software:
 - 13.3.1 Bosch shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created by the Customer in connection with the

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software, except for personal data, beyond the purpose of the Contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.

- 13.3.2 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 Bosch's respective data privacy statements, which Bosch will provide to the Customer accordingly.

14. Confidentiality

- 14.1. "**Confidential Information**" as used in these Software Maintenance Terms 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 1.20), that can be communicated, as well as all documentary material, samples and the Software except for the OSS components), regardless of their physical form or nature and characteristics, which are disclosed or made available by one Party to the other in connection with the Contract which is based on these 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.
- 14.2. The Parties have to maintain the confidentiality of all Confidential Information that a Party has obtained or will obtain under this contractual relationship. For the duration of the contractual relationship and for a period of 5 years after its termination, each Party undertakes to use all Confidential Information which was or will be received from the notifying Party under the contractual relationship only for the purposes of the intended cooperation and to keep it secret. The receiving Party will, for whatever reason, i.e. not use the Confidential Information, not to disclose it or make it available to third parties, either directly or indirectly, orally or in writing or 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, are not considered as third parties in the meaning of this provision in section 14.
- 14.3. 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 Contract. 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.
- 14.4. The obligations under sections 14.1 to 14.3 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. Subject to section 6.1, 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 subject matter of the Contract, including the program code of the Software or parts thereof and / or of any provided Confidential Information or of parts thereof, or

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to otherwise establish the Source Code of the Software or to produce derivative works of the Software, without the prior consent of the Licensor, whereby mandatory statutory copyright powers of the Customer according to Articles 5 and 6 of the EU Directive 2009/24/EC and their implementation into German law (exceptions to the restricted acts and decompilation) remain unaffected. The Party providing the Confidential Information reserves all rights (including copyrights and the right to apply for industrial property rights such as patents, utility models, topography rights, etc.). The Customer may only engage third parties to conduct the measures in compliance with section 14.7 which are not competitors of Bosch, unless the Customer proves that the risk of divulging Confidential Information according to this section 14 (especially function and design of the Software) of Bosch.

- 14.8. In case of a termination of the Contract, each Party undertakes to return to the notifying Party, or destroy without delay, at the request of the notifying Party, all Confidential Information (including copies made) and samples received from the notifying Party in writing or otherwise recorded, in which case the destruction shall be confirmed in writing to the notifying Party. The obligation to return or destroy does not extend to copies of the Confidential Information received which (i) the receiving Party keeps in safe custody to provide evidence of the content and course of the conversations or (ii) are necessarily created in the course of routine data backups.
- 14.9. 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.

15. Export Controls and Customs

- 15.1. The Software is subject to the export laws and regulations of Germany and of the USA and the national laws of the countries from which it is exported. The Customer is obligated to comply with all valid national and international laws and regulations that apply to Software.
- 15.2. Each Party is entitled to refuse to perform its obligations under this Contract insofar as the performance is 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 accordance with this law – applicable to this Contract (hereinafter referred to as “**Foreign Trade Law**”). In such cases, either Party is entitled to terminate this Contract to the extent necessary. In case of a continuous obligation Bosch is also entitled to terminate the Contract without notice period, if such impediments only occur during the execution of the Contract.
- 15.3. In case of delay in the performance of obligations under this Contract caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law procedures (hereinafter referred to as “**Authorization**”), the time of performance for such obligations is extended/moved accordingly and neither Party shall have any liability for non-compliance related to such delay. Should an Authorization be denied or not granted within six months after filing the application, Bosch is entitled to terminate this Contract to the extent the performance of the obligation requires this Authorization.
- 15.4. Each Party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair or delay performance according to section 15.1 to section 15.3.
- 15.5. Upon Bosch’s request, the Customer shall provide all information and documentation necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end -use of the deliveries. Bosch may, in Bosch’s sole discretion, refuse to perform its obligations under this Contract or terminate the Contract, if the Customer does not provide Bosch with such information or documents within a reasonable time period.
- 15.6. In the event that the Customer provides to any third party (specifically including any affiliate of the Customer) any deliveries provided under this Contract, the Customer shall comply with applicable Foreign Trade Law. Bosch is entitled to refuse to perform Bosch’s obligations under this Contract and to terminate the Contract for cause, if the Customer breaches this obligation.
- 15.7. 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 Bosch’s refusal to perform obligations under this Contract or termination of the Contract in accordance with section 15.
- 15.8. For delivery of goods across customs borders to Bosch, the Customer is obligated to provide Bosch with all required documents and information such as commercial invoice and delivery note, for a complete and correct import

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customs declaration to the shipment. In the case of free of charge deliveries to Bosch, the Customer is obligated to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only” in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.

- 15.9. When passing on, transmitting or otherwise transferring the goods delivered by Bosch (hardware and/or software and/or technology and the relevant documents, independently of the manner in which they are provided) or of work and services provided by Bosch (including technical support of any kind) to third parties domestically and abroad, the Customer shall comply with the applicable regulations of the national and international customs and (re-)export control legislation and to obtain all necessary Authorization in this regard.
- 15.10. 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.
- 15.11. Re-exportation prohibition
- 15.11.1 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.
- 15.11.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 15.11.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 15.11.3 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 15.11.1.
- 15.11.4 If the Customer breaches clause 15.11.1, 15.11.2 or 15.11.3 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.

- 15.11.5 The Customer shall immediately inform the Bosch about any problems in applying paragraphs 15.11.1, 15.11.2 or 15.11.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 15.11.1. The Customer shall make available to Bosch information concerning compliance with the obligations under paragraph 15.11.1, 15.11.2 or 15.11.3 within two weeks of the simple request of such information.

16. Force Majeure

- 16.1. 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 16, 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**").
- 16.2. 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.
- 16.3. As Brexit is pending and the political and economic impact is also unpredictable, Brexit issues, whatever

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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.

- 16.4. 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 Bosch 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.
- 16.5. Bosch is not liable for the impossibility of supply / other performance or for delays insofar as these were caused by Force Majeure.
- 16.6. Notwithstanding all effects defined in these Software Maintenance Terms, 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).

17. Compliance

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

18. Other Services (which are not part of the agreed Software Maintenance And Support Services)

- 18.1. The Customer can only obtain additional Maintenance Services and other services after concluding a separate additional agreement based on a corresponding written offer from Bosch. These services relate in particular to the following topics:
- a) consulting and further services that are not covered by the Software Maintenance Services pursuant to Section 3 or the Support Services pursuant to

Section 4.

- b) Services of Bosch for the commissioning of Updates and for the adaptation of Customer-specific changes of the Software to such Updates.
- c) Further development of the Software (change requests).
- d) Bosch can offer Cloud Services or Operation Services as part of a separate offering.
- 18.2. Such services shall be provided in accordance with the general conditions defined in the following Sections 18.3 to 18.6.
- 18.3. 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 reimbursement of the costs incurred.
- 18.4. 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.
- 18.5. For the provision of other services, Bosch shall receive a fee based on the time and material expended in accordance with the prices agreed with the Customer, or alternatively a fee based on Bosch's list prices. All agreed prices are subject to the applicable value added tax. Billing is on an hourly basis. Any travel expenses will be invoiced additionally.
- 18.6. Section 7.2 shall apply to accounting.

19. Change of the Software Maintenance Terms

- 19.1. Bosch reserves the right to review its Software Maintenance Terms and the Software Maintenance And Support Services from time to time and to amend them if necessary. Bosch will inform the Customer in due time about the changed Software Maintenance Terms and / or the Software Maintenance And Support Services. The newly established Software Maintenance And Support Services shall apply from the date notified by Bosch, but no earlier than starting with the next term of the Contract according to section 8.2. If the Customer does not accept such amended Software Maintenance Terms / Software Maintenance And Support Services, Bosch is entitled to regularly terminate the Contract according to section 8.

20. Applicable Law / Place of Jurisdiction

- 20.1. All legal relations between Bosch and the Customer shall

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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).

- 20.2. The place of jurisdiction is Stuttgart (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
- a) is a merchant or
 - b) is without general national place of jurisdiction in Germany; or
 - c) after conclusion of a contract, changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany, or his place of residence is not known by the time the complaint is filed.
- 20.3. Bosch also has the right to call upon a court that is responsible for the registered office or a branch of the Customer.

21. Miscellaneous

- 21.1. The Customer is only entitled to assign claims against Bosch to third parties with the prior written consent of Bosch. Section 354a of the German Commercial Code (*Handelsgesetzbuch – HGB*) remains unaffected.

21.2. Amendments and additions to these Software Maintenance Terms as well as amendments and additions to any Software Maintenance Services And Support Services Contract based on these Software Maintenance Terms must be in writing (this is ensured by letter or e-mail). This applies also to the amendment or revocation of this written form clause.

21.3. Should any provisions of these Software Maintenance Terms and Conditions and/or of further established contracts 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. In this case, the Parties are obliged to agree on a commercially effective and feasible provision with retroactive effect that comes as close as possible to the economic intention.

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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 an 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)

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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)
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