Bosch Global Software Technologies GmbH

BOSCH

SaaS-Terms and Conditions

Last amended: 13.04.2021

These Terms and Conditions apply to the use by Customer of software applications on the basis of Software as a Service (SaaS) provided by Bosch Global Software Technologies GmbH, Löwentorstr. 72-76, 70376 Stuttgart, Germany, www.bosch-softwaretechnologies.com (hereinafter: "**Provider**") (Customer and Provider hereinafter collectively referred to as "**Parties**" and individually as "**Party**").

1. Definitions

1.1. "**Account**" means the authorization to access controlled-access Services of the Provider.

1.2. "**Customer Data**" − all data, information, content or material submitted by Customer or on behalf of Customer in connection with use of the Service, storage space and/or the Account. Customer Data also includes access and registration data.

1.3. "**Service**" − the respective software application provided by the Provider which are available for Subscription.

1.4. "**Service Description**" − a description of the technical functionalities of the respective Application provided by the Provider.

1.5. "**Service Level Agreement**" or "**SLA**" − the agreement setting forth the quality levels and characteristics of the Application in terms of availability and maintenance. The SLA is an integral part of these Terms and Conditions.

1.6. "**Bosch-ID**" means the User ID of the single sign-on authentication service provided by Robert Bosch GmbH, Robert-Bosch-Platz 1,70839 Gerlingen-Schillerhöhe, Germany, which enables the use of various independent digital service offerings of the Bosch Group, for which a Customer's e-mail address is required.

2. Area of application

2.1. Provider provides the Services to Customer solely on the basis of these Terms and Conditions. And the applicable attachments as pointed out herein.

2.2. Business terms and conditions of Customer or of third parties will not apply even if Provider does not separately object to the Application thereof in an individual case. Even where Provider refers to a letter containing or referring to Customer's or a third party's business terms and conditions, this does not constitute agreement with the Application of those business terms and conditions.

2.3. Individual agreements entered into with the Customer on a case by case basis (including ancillary agreements, supplements and amendments) will in any event take precedence over these Terms and Conditions. A written contract or the written confirmation by the Provider, respectively, shall be authoritative as regards the content of such agreements.

2.4. Legally relevant statements and notices to be delivered to Provider by Customer after conclusion of the contract (e.g. setting of time limits, notification of defects, declaration of rescission or price reduction must be made in writing in order to be effective.

3. Subject Matter of the Terms and Conditions

3.1. The subject matter of these Terms and Conditions is the provision of the Service described in greater detail in the Service Description by way of a SaaS model for use by Customer, the necessary storage space as well as the granting or procurement of usage rights regarding the Service by Provider in return for payment of the agreed remuneration.

3.2. The implementation of an interface integration with Customer's existing system landscape is outside the scope of these Terms and Conditions and requires a separate written agreement between the Parties.

3.3. Provider has the right to have the services performed by third parties (including affiliates of Provider) as subcontractors.

4. Provision of Service and storage space

4.1. With effect from the agreed point in time, Provider shall make available the Service for use in

accordance with the provisions of these Terms and Conditions on server infrastructure provided by him or its subcontractors (hereinafter referred to as "**Server**").

4.2. Access to the Service by Customer shall be browser-based via the Internet or via an application interface set up by Provider.

4.3. Provider shall send Customer the necessary access credentials required for access to and use of the Service, unless the registration of a Bosch-ID is required, for which Customer is responsible himself.

4.4. If an Account is required to get access to and to use the Service, the Provider shall make this Account available to the Customer after conclusion of this Terms and Conditions. The provision of an Account is free of charge. The Account and the access credentials are not transferable. Customer is liable for all actions performed under his Account.

4.5. Customer shall change all passwords into passwords known only to him without undue delay and shall keep them confidential. Provider is not responsible for the consequences of misuse of user passwords.

4.6. With effect from the agreed point in time of commissioning the Service ready for operation and for the duration of the contractual relationship, Provider shall make storage space available for Customer Data to the extent that this is required for the intended use of the Service.

4.7. Customer Data shall be stored and be regularly backed-up by Provider 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.

5. Technical availability of the Application and of access to the Customer Data

5.1. Provider owes the availability of the Service and of Customer Data at the Internet hubs of the data center as agreed in the SLA.

5.2. Provider shall owe the availability of the functionalities of the Service described in the Service Description only if the system requirements also regulated therein have been complied with by Customer. Customer shall be solely responsible for compliance with the system requirements. The provisions of Section 15 shall apply accordingly to changes to the system requirements and to changes to the technical system of Provider.

5.3. Provider is only responsible for the proper functioning of his systems up to the Internet hubs of his data center.

6. Support

6.1. Provider shall provide a support center as first point of contact (FPoC) for all incidents arising in the context of the Service provided. The support availability, incident priority and response times are regulated in the SLA.

6.2. The reporter of the error shall be advised of the status and of its solution at regular intervals until such time as the solution is implemented and the incident is rectified. If, however, the qualification of the incident ticket by Provider shows that the cause of the incident lies in a service or performance by Customer pursuant to Section 13 or has other reasons for which Provider is not responsible, then the incident ticket shall be forwarded to the Customer's service support. In this case Customer himself shall be responsible for resolving the problem.

6.3. The provisioning and implementation of Service updates and the execution thereof shall be effected by Provider as required in accordance with the regulations in the SLA.

7. Other services by Provider

7.1. During the term of the contract, Provider shall provide Customer with a documentation in electronic form for the Service in the version current at any one time.

7.2. A separate agreement in writing is required for additional services by Provider, in particular support and integration services (for Customer systems and/or for plant / technical units) and consulting services. Customer has no entitlement to performance of such services.

8. Rights of use and scope of use

8.1. Provider grants to Customer a simple non-exclusive, non-sub-licensable and non-transferable right to use the Service in the context of the functionalities and the intended use of the Service in accordance with the service specification and the documentation for the term of the contractual relationship. Within

this framework, Customer is entitled to store and print the provided online documentation, whilst maintaining the existing copyright notices and, for the purposes of this contract, to reproduce that number of copies thereof which is appropriate. To the extent agreed in individual contracts, Customer may also permit his business partners to access the Service provided that this is done solely within the framework of the intended use of the Service 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 Service).

8.2. The open source software components used in Provider's Service shall be illustrated in the Service Description or in the Service itself, if a legal obligation exists based on the conditions of the Open Source Software.

8.3. Provider makes the Service available as a SaaS model (Software as a Service) per remote access. It shall not be made available to Customer for Customer's own permanent storage nor does Customer have the right to make it available itself or to use it in a data center environment.

8.4. If, during the term of the contract, Provider makes new versions, updates, upgrades, modifications or extensions of the Service available or carries out other changes with respect to the Service, the provisions of Section 8 shall also apply thereto, even if the modifications or extensions were ordered by Customer and paid for separately.

8.5. Customer shall not have any rights not explicitly granted to Customer under these Terms and Conditions. In particular, Customer has no right to:

   a.) use the Service and/or the Account beyond the scope of use agreed in these Terms and Conditions or to permit third parties to use it,

   b.) make the Service and/or the Account available to third parties, unless the third party uses the Service exclusively on behalf of and for the Customer, or

   c.) duplicate the Service and/or the Account or to provide it for use for a limited period of time, in particular not to lease it or loan it.

8.6. Customer is obliged to ensure that the provisions of these Terms and Conditions are complied with.

8.7. If Customer breaches the provisions of Section 8, Provider may, after giving Customer advance notification in writing, block Customer's access to the Service if the violation can be rectified by such blocking. The block shall be removed as soon as the reason for the blocking ceases to exist. If Customer continues to violate the provisions of Section 8 or does so repeatedly despite a respective warning in writing from Provider, Provider is entitled to terminate the contractual relationship for cause without notice unless Customer was not responsible for such breach. Provider's right to claim damages shall remain unaffected.

9. Intellectual property

Except for Customer Data, all content of the Service, such as text, graphics, logos, button icons, images and audio clips, is the property of Provider or his licensors, and is protected by copyright or by other intellectual property rights.

10. Customer Data

10.1. Customer warrants that

   a.) he and/or his licensors hold all rights to the Customer Data required for the granting of rights under these Terms and Conditions

   b.) the Customer Data does not violate these Terms and Conditions or applicable laws and does not infringe the intellectual property of a third party.

10.2. Customer hereby grants to Provider the right to use, for the purpose of executing the contract, the Customer Data filed in the storage space for use of the Service, in particular the right to reproduce such Customer Data for this purpose (e.g. for data back-up), to modify it and to provide such Customer Data for the purpose of accessing it.

10.3. Irrespective of Provider's obligation to back up the Customer Data pursuant to Section 4.7, Customer is obligated to regularly back up his Customer Data. Each data back-up by Customer shall be performed so that the recovery of the Customer Data is possible at all times.

10.4. Provider is entitled to immediately block Customer's use of the Service and the storage space if there

is justified suspicion that the stored Customer Data is unlawful and/or infringes third-party rights. There is a justified suspicion of unlawfulness and/or of an infringement of rights in particular when courts, authorities and/or other third parties notify Provider thereof. Provider shall then notify Customer of the block, stating the reason for the block. The block shall be removed as soon as the suspicion has been refuted.

11. Defect claims

11.1. Following a respective defect notification by Customer, defects in the Service including the documentation (e.g. the user manual/online manual) shall be dealt with by Provider within the response times specified in the SLA. The same shall apply with regard to other disruptions of the Services`s usability for which Provider is responsible. Any potential damage claims based on defective performance shall be governed by Section 15 of these Terms and Conditions.

11.2. Customer's right to terminate on the grounds of a failure to permit the use of the Service in conformity with the contract pursuant to Section 543 (2) sentence 1 no. 1 BGB (German Civil Code) 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.

11.3. If the Service is provided free of charge, the Provider assumes no warranty and/or no maintenance, except in the case of malice.

12. Remuneration, Price Change

12.1. The amount of remuneration is based on the prices agreed in the contract.

12.2. For the first time after the expiry of a 12-month period from the conclusion of the contract, Provider is entitled to increase the contractual remuneration by giving three months' prior written notice to the end of a month, however such increase may not exceed Provider's general list prices for comparable services valid at the time of such notification. Further increases of remuneration items so adjusted, may only be demanded after the expiry of a 12-month period since the last price adjustment. In the event of an adjustment of the remuneration, Customer may terminate the contractual relationship within a period of six weeks to take effect on the effective date of the adjustment of remuneration, provided that the increase exceeds 10% of the last applicable prices.

12.3. Other services not covered by the remuneration agreed in the contract shall be performed by Provider on a time and materials basis at the general list prices of Provider applicable at the time when the order was placed.

12.4. All charges are in Euro and shall be exclusive of VAT or any other tax of a similar nature in whatever jurisdiction, which may be substituted or levied in addition to it. Any such VAT or similar tax shall be charged in accordance with the relevant regulations in force at the time of making the supply. Customer making a payment under this agreement shall pay, in addition to sums due, any VAT or other sales or similar tax due at the current rate. The remuneration shall become due on the date of the respective invoice and is payable within 30 calendar days to the bank account indicated in the invoice

12.5. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this agreement.

12.6. All payments made by the Customer to the Provider under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Provider is equal to the amount then due and payable under this Agreement. Provider will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement

13. Duties and obligations of Customer

13.1. Customer shall perform all cooperation duties required from Customer for the execution of the contractual relationship. In particular, Customer is obliged to:

   a.) change all passwords allocated by Provider into passwords known only to Customer, to keep usage and access authorizations 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 Provider without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of access data and/or passwords;

b.) create the system requirements described in the Service Description;

c.) comply with the restrictions/obligations with regard to the rights of use under Section 7 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;

d.) obtain the necessary consent from affected persons to the extent personal data are collected, processed or used within the Service and no statutory or other permission applies;

e.) check data and information for viruses and other malware prior to sending data and information to Provider and to implement anti-virus programs in accordance with the state of the art; and

f.) notify Provider of defects in contractual performances by email immediately (no later than on the following working day) after obtaining knowledge thereof.

g.) obtain the approval for customer specific penetrations test from the Provider

13.2. Customer is not authorized:

a.) to obtain access to non-public areas of the Service or to the technical systems on which the Service is based;

b.) to utilize robots, spiders, scrapers or other similar data collection or extraction tools, to utilize programs, algorithms or methods to search, access, acquire, copy, or monitor the Service outside of the documented API endpoints;

c.) to knowingly send Customer Data with viruses, worms, Trojans or other infected or harmful components, or to otherwise interfere in the proper functioning of the Service;

d.) to decrypt, decompile, disassemble, reconstruct or to otherwise attempt to discover the source code, any software or proprietary algorithms used, except as permitted under mandatory applicable laws;

e.) to test, scan, or examine the vulnerability of the Service, or

f.) to intentionally utilize devices, software or routines which have a disruptive effect on the Service, functions or usability of the Service or willfully destroy other data, systems or communications, generate excessive load, or harmfully interfere, fraudulently intercept or capture.

14. Data protection, data privacy

14.1. The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof to data secrecy, except to the extent that they are already under a general obligation to act accordingly.

14.2. If Customer collects, processes or uses personal data, then Customer guarantees that it is authorized to do so in accordance with applicable regulations, in particular in accordance with data protection regulations, and in the event of any infringement, Customer shall indemnify Provider from and against third party claims. To the extent the data to be processed by Provider qualify as personal data, such processing by Provider constitutes commissioned data processing. Provider shall comply with the statutory requirements of commissioned data processing and with the instructions of Customer (e.g. to comply with obligations to delete and block). Details are governed by Provider's Supplementary Terms and Conditions for Commissioned Data Processing.

14.3. Provider shall only collect and use personal data of Customer to the extent required to execute this contract. Customer consents to the collection and use of such data to this extent.

14.4. The obligations pursuant to Sections 14.1 to 14.3 shall continue to exist as long as Customer Data are in the area of influence of Provider, also after the termination date of the contract.

15. Changes of the Service and the Terms and Conditions

15.1. The Provider reserves the right to modify Services provided free of charge, to make new Services available free of charge or on a fee basis, and to discontinue the provision of free Services. The Provider will properly consider Customer's legitimate interests in doing so.

15.2. Provider reserves the right to adapt these Terms and Conditions, the SLA and paid Services to changed technical or legal conditions, with regard to further developments or technical progress at any time, such adaptation also being effective with regard to existing contractual relationships.

15.3. Customer shall be notified of such changes by email no later than 30 calendar days before the planned effective date of the changes insofar as the adaptation involves a restriction in the usability of generated data to date or other not only insignificant disadvantages (e.g. adaptation expenses). If Customer does not object within 30 days of receipt of the notification and continues to use the Service after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Provider is entitled to terminate the contractual relationship subject to a one (1) month' notice period. Customer shall be advised of its right to object and of the consequences in the change notification.

16. Confidentiality

16.1. The Parties shall observe the confidentiality of all information which is to be treated as confidential and obtained in the context of this contractual relationship, or shall, respectively, only use it in relation to third parties, for whatever purpose, subject to the prior written agreement of the other Party. Information to be treated as confidential 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.

16.2. The obligations under Section 16.1 shall lapse for such information or parts thereof with respect to which the Party receiving the information evidences that it was

a.) known to that Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation;

b.) already known to the general public or was generally accessible prior to the date of receipt; or

c.) became known to the general public or became generally accessible after the date of receipt without the Party receiving the information being responsible for this.

16.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer does not have the right to appear as the representative or commercial partner of Provider. Without the prior consent of Provider, Customer is not entitled to use information on envisaged or existing contractual cooperation for reference or marketing purposes.

16.4. The obligations under Section 16.1 shall survive termination of the contract for an indefinite period, as long as a criterion for an exception pursuant to Section 16.2 has not been evidenced.

17. Liability

17.1. Provider is liable in accordance with the statutory provisions

a.) in the event of intent or gross negligence (Vorsatz oder grobe Fahrlässigkeit),

b.) in accordance with the provisions of the German Product Liability Act or any applicable mandatory law,

c.) within the scope of a guarantee given by Provider, and

d.) in the event of injury to life or limb or impairment to health of a person.

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

17.3. Notwithstanding the provision in Section 17.1, in the event of a negligent breach of a Material Obligation evidenced by Customer, the amount of Provider's liability for all damaging events occurring in the same contract year is limited as follows:

a.) The maximum liability amount per contract year amounts to 100% of the remuneration paid by Customer in the year of the damaging event, however, limited to a maximum of Euro 100,000.

b.) If the maximum liability limit is not reached in one contract year, this does not increase the

maximum liability limit in the following contract year. A contract year within the meaning above is the first period of twelve months from the date of provisioning in accordance with the contract and every subsequent twelve-month period.

17.4. Strict liability ("liability without fault" - verschuldensunabhängige Schadensersatzhaftung) for defects which already existed when the contract was concluded, is excluded.

17.5. Subject to Section 17.1 Provider shall not be liable for the loss of Customer Data if the damage is due to Customer's failing to back up data in accordance with Section 10.3 and thus to ensure that lost Customer Data can be recovered with reasonable effort.

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

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

17.8. As far as the Service is provided free of charge the Provider assumes no liability for damages resulting from the use of the Service, except in cases of gross negligence and/or intent. Liability for damages under the German Product Liability Act or any applicable corresponding mandatory law is not excluded.

18. Term, Termination

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

18.2. Unless otherwise agreed, the contractual relationship may be terminated by either Party at any time by giving one month's written notice to the end of a calendar month. Termination of the contractual relationship simultaneously includes the termination on the next possible date of the Account and all user IDs provided to business partners of the Customer. Termination of these Terms and Conditions does not affect the contractual relationship regarding the Bosch-ID.

18.3. The Parties' right to terminate for cause (Kündigung aus wichtigem Grund) without notice 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.) the other Party has applied for the initiation of insolvency proceedings or intends to do so in the coming 14 calendar days,

b.) the initiation of insolvency proceedings has been applied for by third parties,

c.) the other Party has to discontinue making its payments due to payment problems,

d.) if measures are arranged to satisfy third party creditor claims in the same time period as the payment problems, or if

e.) in the same time period as the payment problems, the other Party has consented to measures to satisfy third party creditor claims.

18.4. Further, Provider has the right to terminate for cause without notice if Customer is in default of payment of the remuneration or of a not inconsiderable part of the remuneration pursuant to Section 12 for two successive months or if, in a period covering more than two months, he 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 Provider for cause caused by Customer, Provider can immediately claim lump-sum damages amounting to 50% of the residual monthly basic charges due up to expiry of the regular term of the contract. Customer has the right to prove that lower damages were incurred, Provider has the right to prove that greater damages were incurred.

18.5. Upon termination of the contract all authorizations and registrations of Customer under this contract, with exception of authorizations for the Bosch-ID, shall simultaneously end automatically. The authorization for the Bosch-ID has to be in accordance with the terms applicable to the Bosch-ID.

19. Obligations upon and after termination of the contract

19.1. The Provider shall delete Customer Data from all Provider systems one month after termination of the contract, unless there are legal retention periods to the contrary. The Customer is obliged to export and save the Customer Data on his own responsibility in good time before termination of the contract or expiry of the aforementioned period. On request of the Customer and for a fee to be agreed separately,

the Provider will support the Customer thereby.

19.2. In the event of termination of the contract, Provider shall endeavour to support Customer, on request and for remuneration, in the best possible way in the change to another service provider. The Parties shall agree upon the details in a separate migration agreement.

20. Export Control

20.1. Customer is aware that the use of the Service may be subject to import/export restrictions. In particular there may be approval requirements, or use of the Service and related technologies may be subject to restrictions/limitations in foreign countries.

20.2. Customer shall comply with applicable import/export control regulations of the Federal Republic of Germany, the European Union and the United States of America, and with all other relevant regulations.

20.3. The Service shall not be utilized for military purposes, for nuclear technology purposes or for medical purposes.

20.4. Provider's fulfillment of the contract is subject to such fulfillment not being opposed by impediments due to national or international import/export regulations or by any other statutory provisions.

21. Miscellaneous

21.1. The laws of the Federal Republic of Germany excluding the UN Convention on contracts for the International Sale of Goods shall apply to the contractual relationship.

21.2. Annexes form an integral part of this contract in the version thereof respectively valid. In the event of any inconsistencies, the provisions of the annexes shall prevail over those of the contract.

21.3. Amendments and supplements to this contract and to the annexes must be made in writing in order to be effective. The same applies to waiving this written form requirement.

21.4. Should individual provisions of this contract be ineffective, this shall have no adverse effect on the validity of the remainder of the content of the contract.

21.5. If, during the practical execution of this contract, it should transpire that the contract contains omissions which were not foreseen by the Parties, or if the ineffectiveness of a provision is established by a final and non-appealable court ruling or by both Parties in mutual agreement, then the Parties undertake to complete this omission or to replace the ineffective provision in an appropriate, factual manner corresponding to the economic purpose of the contract.

21.6. The courts of Stuttgart, Germany, have exclusive jurisdiction and venue.

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