

# Bosch IoT Suite Portal- Terms of Use

Last amended: 17.08.2020

Bosch Global Software Technologies GmbH, Löwentorstr. 72-76, 70376 Stuttgart, Germany, ("**Bosch**") operates a platform under <http://www.bosch-iot-suite.com> ("**Bosch IoT Suite Portal**") where Customers can access information and conveniently subscribe to specific Services provided by Bosch. These Terms of Use ("**Terms of Use**") govern exclusively the legal relationship between Bosch and the Customer, or the entity the Customer is representing, regarding the access to the Bosch IoT Suite Portal and the use of Service Offerings.

Bosch operates the Bosch IoT Suite Portal for businesses only and does not accept consumers within the meaning of § 13 of the German Civil Code as Customers.

## **1. Scope of Terms of Use**

- 1.1 Bosch provides the access to Bosch IoT Suite Portal and the use of the Service Offerings exclusively on the basis of these Terms of Use.
- 1.2 Customer, in case of an individual, warrants that he is lawfully able and has the capacity to enter into contracts (e.g. he is not a minor). If any person is entering into this agreement as a representative for an entity, such as the company for which the Customer is working for, such person warrants to Bosch that his company is duly organized, validly existing and in good standing under the laws of the country in which it is organized or incorporated and that he has legal authority, permission, resolution or power of attorney to bind that company.
- 1.3 Any other provisions, in particular any general terms and conditions of the Customer, shall not be effective.
- 1.4 Contractual declarations and notifications to be given by the Customer after execution of an agreement (such as setting of deadlines, notification of defects, and declaration of withdrawal or reduction) must be provided in writing (e.g. eMail, letter) to be effective.
- 1.5 Bosch is entitled to commission any Service Offering from third parties acting as subcontractors.

## **2. Compliance with Laws and Regulations**

- 2.1 Customer may access the Bosch IoT Suite Portal and use the Service Offerings in accordance with this Terms of Use.
- 2.2 Customers' access to the Bosch IoT Suite Portal and the use of the Service Offerings shall comply with all applicable laws, including copyright or trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction or be in contravention of any agreement that the Customer has signed with a third party. Customer is responsible for making sure that its access to the Bosch IoT Suite Portal and the use of Service Offerings is in compliance with the applicable laws and regulations.

## **3. Service Offerings**

- 3.1 The access to the Bosch IoT Suite Portal and the use of the Service Offerings requires a Registration, which is associated with a valid Bosch ID.
- 3.2 The Bosch IoT Suite Portal is a platform with various Service Offerings via which a Customer can, inter-alia, access information and make a selection of Services in order to offer its products to End Users.
- 3.3 As far as the Bosch IoT Suite Portal and the Service Offerings are provided free of charge, there are no warranties and there is no right to access or use the Bosch IoT Suite Portal and the Service Offerings without interruption. Bosch does not warrant that the access to the Bosch IoT Suite Portal and the use of Service Offerings will not be impaired by downtime, maintenance

activities, further developments, updates and upgrades or malfunctions. Bosch will use reasonable efforts to ensure that the Bosch IoT Suite Portal and the Service Offerings are as user-friendly as possible. Technical malfunctions (e.g. interruption in the electricity supply, hardware and software errors, and technical problems in the data lines) also can, however, give rise to temporary restrictions or interruptions.

#### **4. Account, Users and Notices**

- 4.1 Customer must provide certain information required by Bosch to open an Account (“**Registration**”).
- 4.2 The data requested by Bosch at the time of the Registration must be stated completely and correctly, e.g. Bosch ID, company name, current address, VAT identification number (if applicable), telephone number, valid e-mail address and a representative’s name (“**Registration Data**”). The Registration of a legal person may only be carried out by an authorized natural person, who must be mentioned by name.
- 4.3 By submitting Registration Data, Customer is making Bosch an offer to conclude a contract based on these Terms of Use. After submitting the Registration Data, these are validated by Bosch for completeness and plausibility. If the Registration Data is correct, Bosch shall decide on whether to accept Customer’s offer at Bosch’s own discretion. If Customer’s Registration is not confirmed by Bosch by e-mail to the e-mail address provided by Customer within a reasonable time, Customer shall no longer be bound by Customer’s offer. If an e-mail confirmation is received, an open-ended user relationship shall be established on the basis of these Terms of Use and Customer shall be entitled to use the Bosch IoT Suite Portal and the Service Offerings in accordance with these Terms of Use.
- 4.4 Customer is entitled to create multiple Users under an Account. Each User shall be given individual Access Credentials. Customer represents and warrants that all Users will abide by the Terms of Use in their then current version or any subsequent new version and that all Users shall duly act on behalf of Customer and in compliance with any applicable law. By creating a User, Customer accepts responsibility for the acts and omissions of any User as if they were Customer’s own acts and omissions. In particular, Customer is responsible for Customer’s Users’ compliance with the obligations set out in Section 7.
- 4.5 All notices will be sent in electronic form to the email address associated with the Account and the Bosch ID.
- 4.6 Customer is liable for all activities performed under Customer’s Account.

#### **5. Subscription of Services, Obligations in Electronic Commerce**

- 5.1 The Customer may subscribe to Services via the Bosch IoT Suite Portal. The Subscription of Services is governed by separate terms and conditions provided by Bosch during the order process. Service Level Agreements may apply in addition to the respective terms and conditions.
- 5.2 The Listing of a Service via the Bosch IoT Suite Portal does not constitute a binding offer. Only the ordering of a Service by the Customer is a binding offer by the Customer. The Subscription Period begins when the Customer receives a confirmation e-mail about the acceptance of the offer.
- 5.3 The fees for the Services are based on the respective price lists displayed during the order process.
- 5.4 The following general obligations in electronic commerce do not apply to the Subscription of Services via the Bosch IoT Suite Portal:
  - a) provision with reasonable, effective, and accessible technical measures with the help of which the Customer may identify and correct input errors prior to making his order according to § 312i para. 1 sentence 1 no. 1 German Civil Code;
  - b) communicate to the Customer clearly and comprehensibly the information specified in Article 246c of the Introductory Act to the Civil Code in good time prior to sending his order according to § 312i para. 1 sentence 1 no. 2 German Civil Code; and

- c) confirmation of the receipt of the order without undue delay according to § 312i para. 1 sentence 1 no. 3 German Civil Code.

## **6. Trial Services**

- 6.1 The Customer receives access via his Account to Services having new and unreleased functions or functionalities ("Trial Services"). Bosch will label Trial Services in an appropriate form, e.g. as "Trial Service", "Beta Version", "Try-Out" or "Free".
- 6.2 Trial Services shall be used for trial purposes only and are not intended for any resale, production or any other commercial use. Bosch may discontinue Trial Services at any time, without notice and may decide to never make Trial Services available as a full Service.
- 6.3 Bosch does not warrant that the Trial Services will meet any Customer requirement or that the Trial Services will be uninterrupted or error-free, or that any error will be corrected. Bosch does not warrant that the use of Trial Services will not be impaired by downtime, maintenance activities, further developments, updates and upgrades or malfunctions.
- 6.4 Bosch will use reasonable efforts to ensure that the Trial Services are as user-friendly as possible. Technical malfunctions (e.g. interruption in the electricity supply, hardware and software errors, and technical problems in the data lines) can, however, give rise to temporary restrictions or interruptions.
- 6.5 As far as Trial Services are provided free of charge, there are no warranties, except in cases of malice, and contrary to Section 11, Bosch assumes no liability for damages resulting from the use of a Trial Services, 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.
- 6.6 The use of personal data or personal related data in combination with Trial Services is not permitted.

## **7. Customer's Duties**

- 7.1 Customer is obliged to provide in due time reasonable cooperation required from him. Therefore Customer is
  - a) obliged to immediately change all initial passwords which are assigned to him into passwords known only to the Customer. Customer is required to carefully store Customer's Access Credentials and protect them from unauthorized access. If a Customer becomes aware that a third party has used Customer's Access Credentials, he is required to notify Bosch immediately;
  - b) obliged to correct the information in Customer's Account immediately, if, after the Registration, the indicated data changes;
  - c) responsible to ensure that the Service Offerings meet Customer's requirements in terms of capacity, reliability and security;
  - d) responsible for providing Support Services to End Users. Bosch does not provide any Support Service to End Users unless Bosch has a separate agreement with Customer or an End User obligating Bosch to provide Support Service.
- 7.2 Customer shall not (and shall procure that any User under Customer's Account shall not):
  - a) Intentionally access, tamper with, or use non-public portions of the Bosch IoT Suite Portal and the Service Offerings or the technical delivery systems of Bosch's providers;
  - b) Use any robot, spider, scraper, or other similar automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Bosch IoT Suite Portal and/or the Service Offerings other than via documented API endpoints;
  - c) Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Bosch IoT Suite Portal and/or the Service Offerings;
  - d) Attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to

discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Bosch IoT Suite Portal and/or the Service Offerings;

- e) Attempt to probe, scan or test the vulnerability of the Bosch IoT Suite Portal and/or the Service Offerings or breach or impair or circumvent any security or authentication measures protecting the Bosch IoT Suite Portal and/or the Service Offerings;
- f) Frame or mirror the Bosch IoT Suite Portal and/or the Service Offerings; or
- g) Use any device, software, or routine that interferes with any application, function, or use of the Bosch IoT Suite Portal and/or the Service Offerings, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.

## **8. Usage Rights**

- 8.1 Bosch hereby grants to Customer the limited, non-exclusive, non-sub-licensable, revocable and non-transferable right to access the Bosch IoT Suite Portal and use the Service Offerings solely in accordance with this Terms of Use, during the term as provided in Section 12.1.
- 8.2 Provided that Bosch makes new versions, updates, upgrades, modifications or extensions of the Bosch IoT Suite Portal and the Service Offerings available or carries out other changes with respect to the Bosch IoT Suite Portal and the Service Offerings, the provisions of Section 8 shall also apply thereto.
- 8.3 Customer shall have no rights which are not explicitly granted to the Customer under these Terms of Use. Customer shall not be entitled to use the Bosch IoT Suite Portal and the Service Offerings beyond the scope of use granted in these Terms of Use or make the Bosch IoT Suite Portal and the Service Offerings available to third parties. In particular, it is not permitted to duplicate the Bosch IoT Suite Portal and the Service Offerings or to provide it for use for a limited period of time, in particular not to lease it or loan it.
- 8.4 If Customer violates any of the provisions of this Section 8, Bosch shall be entitled to and reserves the right to suspend Customer's access to the Bosch IoT Suite Portal and the Service Offerings in accordance with Section 10, provided that such suspension remedies the violation. Customer shall be informed prior to such suspension. In case of repeated violations by the Customer, Bosch shall be entitled to terminate the Account for cause, unless Customer is not responsible for the violation.

## **9. Intellectual Property**

- 9.1 Bosch and its licensors own all right, title, and interest in and to the Bosch IoT Suite Portal and the Service Offerings, and all related technology and intellectual property rights.
- 9.2 It is not permitted to remove notices and notations in the Service Offerings that refer to confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights. Bosch or Bosch's licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Service Offerings as well as any improvements, design contributions or derivative works conceived or created by Bosch or its licensors in or to the Service Offerings.

## **10. Suspension**

- 10.1 Bosch may suspend Customer's access to the Bosch IoT Suite Portal and/or the Service Offerings, if Bosch reasonably determines that
  - a) the Customer's use of the Bosch IoT Suite Portal and/or the Service Offerings
    - pose a security risk to the Bosch IoT Suite Portal and/or the Service Offerings and/or any third party;
    - may adversely impact the Bosch IoT Suite Portal and/or the Service Offerings or the systems or Content of any other Customer;
    - infringes any applicable law or any third party right;

- may subject Bosch, Bosch's Affiliates, or any third party to liability, or
  - may be fraudulent.
- b) the Customer is in breach of this Terms of Use;
- c) the Customer is delinquent on its payment obligations regarding a Subscription for more than 30 days; or
- d) the Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of the Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
- 10.2 Bosch will notify Customer about the suspension by sending a communication to the email address associated with Customer's Account prior to the suspension unless due to the seriousness and urgency of the matter Bosch needs to act immediately and is unable to provide prior notice.
- 10.3 The suspension shall be revoked as soon as the Customer has resolved the problem giving rise to the suspension.
- 10.4 The right of Bosch to suspend Customer's access Bosch IoT Suite Portal and/or the Service Offerings is in addition to Bosch's right to terminate these Terms of Use pursuant to Section 12 and other remedies that Bosch may have under the applicable law.

## **11. Liability**

- 11.1 Bosch is liable in accordance with the statutory provisions
- a) in the event of intent or gross negligence;
  - b) in accordance with the provisions of the German Product Liability Act or any applicable corresponding mandatory laws;
  - c) within the scope of a guarantee given by Bosch; and
  - d) for loss of life or bodily injury/harm.
- 11.2 In the event of any property and financial damage caused negligently in any other way, Bosch and persons engaged by it for the performance of its obligations shall be liable only in the event of a breach of a material contractual obligation, the amount being limited, however, to the damages foreseeable at the time of acceptance of these Terms of Use by the Customer and typical of the type of contract; material contractual obligations are those obligations which are necessary to the fulfillment of these Terms of Use, upon which the Customer may therefore rely ("**Material Obligation**").
- 11.3 Notwithstanding the provision in Section 11.1, in the event of a negligent breach of a Material Obligation evidenced by Customer, the amount of Bosch's liability for all damaging events occurring in the same contract year is limited to 100% of the fees incurred under the Account of the Customer in the year of the damaging event, however, at least Euro 50,000 per contract year. A contract year shall be the 12-month period starting on the date of Registration and every subsequent twelve-month period.
- 11.4 No-fault liability for damages per § 536a BGB shall be excluded for defects that existed at the time of conclusion of these Terms of Use.
- 11.5 Furthermore, Bosch's liability is excluded.
- 11.6 The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Bosch in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Bosch.
- 11.7 With regard to telecommunications services, the limitations of liability pursuant to Section 44a of the German Telecommunications Act (TKG) shall remain unaffected.

## **12. Term and Termination**

- 12.1 The term of this Terms of Use commences with the date of Registration and will remain in effect until terminated by Bosch or by the Customer.

## 12.2 Termination for Convenience

- a) The Customer may terminate this Terms of Use at any time for any reason and close the Account for all Service Offerings, for which Bosch provides an account closing mechanism.
- b) Bosch may terminate this Terms of Use for any or no reason, at any time, by providing three (3) months' notice effective at the calendar month-end. The right to suspend Customer's Account according to Section 10 shall remain thereby unaffected.

## 12.3 Termination for Cause

- a) The right of the Parties to terminate these Terms of Use for cause and without notice shall remain unaffected.
- b) Good cause shall be in evidence when one Party grossly breaches express obligations under these Terms of Use, in particular if the Customer utilizes the Bosch IoT Suite Portal or the Service Offerings outside the scope of these Terms of Use and remains in breach after the end of a reasonable cure period following a warning notification by Bosch.

## 12.4 Effect of Termination

Upon the effective date of termination

- a) the Bosch IoT Suite Portal including the Service Offerings and Services will no longer be accessible;
- b) the Customer remains responsible for all fees and charges which have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;
- c) all authorizations of the Customer according to these Terms of Use end. A termination of these Terms of Use also entails a termination of all User IDs provided to employees or End Users of the Customer.

## 13. Data Privacy

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

13.2 If the Customer collects and processes personal data, then the Customer guarantees that he is authorized to do so in accordance with the applicable laws and regulations, and that he has obtained all necessary consents, authorization and required permissions or has entered into necessary agreements with third parties in a valid manner in order to allow for Bosch to perform the tasks hereunder, including any access and processing of personal and other private data of all concerned individuals and/or third parties (e.g. end customers of Customers or Customer employees) which may be subject to special protection under applicable laws.

13.3 Bosch shall only collect and process Customer-related personal data to the extent required to execute these Terms of Use or otherwise permitted by applicable laws. The Customer acknowledges and confirms the collection and processing of such personal data to this extent.

13.4 Insofar as Bosch is acting as a data processor on behalf of the Customer, then this constitutes a processing on behalf of a controller. Such processing activities shall be subject to and be further regulated in the requisite commissioned data processing agreement as provided by Bosch during the relevant processes ("Commissioned Data Processing Agreement"), that the parties shall enter into prior to making use of the Services in written form if the applicable law so requires.

13.5 The obligations pursuant to Sections 13.1 to 13.4 shall continue to exist as long as personal related data of a Customer is in the area of influence of Bosch, also after the termination date of the Terms of Use or any Subscription.

## 14. Confidentiality

14.1 The Parties agree to keep all Confidential Information that becomes known to them while accessing Bosch IoT Suite Portal and using the Service Offerings strictly confidential and only

use such information for the contractually agreed purposes. **"Confidential Information"** for the purpose of this use shall mean information, documents, details and data, which is marked as such or that reasonable should be understood to be confidential given the nature of the information. Customer shall, in particular, treat as confidential any non-public information regarding the availability, performance or functionality of the Bosch IoT Suite Portal and the Service Offerings. The Parties shall not seek to register intellectual property rights in respect of Confidential Information of the other Party.

- 14.2 If Confidential Information within the above definition is requested by a public authority, then the other Party – to the extent that it is legally allowed - shall be informed without delay and before the Confidential Information is supplied to the public authority.
- 14.3 The obligations under Section 14.1 shall lapse for such information or parts thereof with respect to which the Party receiving the information evidences that it
- a) was known to that Party or generally accessible prior to the date of receipt or became known from a third Party after the date of receipt in a lawful manner and without any confidentiality obligation;
  - b) was already known to the general public or was generally accessible prior to the date of receipt;
  - 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.
- 14.4 Each Party may disclose Confidential Information to its employees and Affiliates if
- a) this is necessary for the purpose of the fulfillment of these Terms of Use,
  - b) Confidential Information will only be disclosed to the extent that it is necessary for integration in these Terms of Use ("need to know"), and
  - c) the recipient of Confidential Information is obliged to maintain confidentiality in accordance with Section 14.5
- 14.5 Each Party is obliged to commit employees and Affiliates within the meaning of Section 14.4 to maintain confidentiality in accordance with the provisions of Section 14.1 to 14.3 insofar as they are not already otherwise obliged to do so by virtue of contractual and/or statutory provisions to an extent that is at least equivalent to the level of protection resulting from Section 14.1 to 14.3.
- 14.6 The rights and obligations under Section 14 shall not be affected by the termination of an Account, and for as long as there is no evidence of an exception under Section 14.3.

## **15. Export Compliance**

- 15.1 The use of the Service Offerings, the access to Bosch IoT Suite Portal and the Subscription of Services are subject to local and international export and re-export control laws and sanctions regulations. The Customer agrees to comply with all applicable export and re-export control laws and sanctions regulations, including but not limited to the legislation of the Federal Republic of Germany, Austria, the European Union, the United States of America and the United Nations.
- 15.2 Customer acknowledges that the Bosch IoT Suite Portal is designed with capabilities to be accessed without regard to geographic location of users. The Customer shall not – directly or indirectly – provide access to the Bosch IoT Suite Portal to any destination, entity, or person prohibited or sanctioned by the laws and regulations of the Federal Republic of Germany, Austria, the European Union, the United States of America, the United Nations or any other jurisdiction involved, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
- 15.3 Customer agrees that the Bosch IoT Suite Portal, the Service Offerings and resulting data, information and software will not be used directly or indirectly for nuclear, chemical or biological weapons proliferation, development of missile technology or any other military purpose.
- 15.4 This Section 15 shall survive termination or cancellation of the agreements between Bosch and Customer.

## 16. Changes

- 16.1 At any time, Bosch shall have the right to modify the Bosch IoT Suite Portal and the Service Offerings provided free of charge, make new Service Offerings available either free of charge and/or for a fee and to discontinue the provision of free Service Offerings, as well as to change these Terms of Use. Bosch will take due care of Customer's legitimate interests.
- 16.2 Bosch reserves the right to modify paid Service Offerings and the Terms of Use, if this is necessary to meet the technical requirements of connecting networks, devices or computers, change in laws or regulations or with regard to further developments, however the basic functionalities of the respective paid Service Offering and the essential characteristics are retained.
- 16.3 Customer shall be notified of changes by email no later than thirty (30) calendar days before the planned effective date of the changes insofar as the modifications involves a restriction on the usability of data generated till date or other disadvantages or additional charges (e.g. adaptation expenses). If Customer does not object within thirty (30) days of receipt of the notification and continues to use the paid Service Offering 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, Bosch is entitled to terminate these Terms of Use 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.

## 17. Definitions

**Account** means the access authorization to the Bosch IoT Suite Portal and the Service Offerings.

**Access Credentials** are used to control access to an Account and consist of a user ID and a password only known by the Customer. A Customer can create further Users with access to the respective Account. These Users will each have an individual user ID and password.

**Affiliate** shall mean an entity that controls, is controlled by, or is under common control with a Party to this Agreement, where "control" means the direct or indirect holding of more than 50% of equity ownership or voting rights.

**API** means application programming interface. It basically gives the Customer access to a Service. APIs are regarded as Services within this Terms of Use.

**Bosch ID** means the user id of the single sign-on service provided by [Robert Bosch GmbH](#) that assists authentication in products and online services of Bosch and its Affiliates, using a Customer's existing email address from any email provider.

**Bosch IoT Suite Portal** means <http://www.bosch-iot-suite.com>, as it may be updated by Bosch from time to time.

**Content** means software (including machines images and source code), software functionalities, APIs, data, text, audio, video or images, including Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology.

**Customer** means the owner of an Account.

**End User** means any individual or entity that directly or indirectly through another Customer accesses or uses Customer's products or Content of the Customer. The term "End User" does not include individuals or entities when they are accessing or using the Bosch IoT Suite Portal and the Service Offerings or any Content under their own Account. In this case the individual or entity is considered as a Customer.

**Service** means any software functionality or a set of software functionalities that is made remotely available for Subscription by Bosch via the Bosch IoT Suite Portal under a SaaS (Software-as-a-Service) model.

**Service Level Agreement** means an agreement, where aspects of a Service like availability, Support Services, incident management and responsibilities are agreed.



**Service Offerings** means the functionalities accessible through the Bosch IoT Suite Portal, such as the subscription procedure, Trial Services and any other information, product or service provided by Bosch under these Terms of Use. Service Offerings do not include Services.

**Service Plan** means the definition of quality attributes of a Service in terms of capacity, performance, manageability, reliability and security, which Bosch may offer. It also defines the (minimum) duration of a Subscription.

**Subscription** means the SaaS (Software-as-a-Service) agreement entered into via the Bosch IoT Suite Portal regarding a specific Service Plan.

**Support Service** means any helpline, professional and/or maintenance service, among other things consulting services or removal of defects.

**User** means any person or entity with Access Credentials under an Account of the Customer.

## **18. Applicable law and place of jurisdiction**

- 18.1 The contractual relationships between the Parties shall be governed by the laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.2 The exclusive place of jurisdiction for any legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany.

## **19. Miscellaneous**

### **19.1 Force Majeure**

Operational disruptions caused by force majeure or other unavoidable events beyond Bosch's control, which could not be averted with reasonable effort, which could not have been foreseen even when exercising with extreme care, and which make Bosch's obligations under these Terms of Use considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions, discharge Bosch from its obligations under these Terms of Use for the duration of such an event. The Corona epidemic currently is 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 few weeks, in particular that the economic restrictions due to the Corona 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 Corona epidemic as a case of Force Majeure.

- 19.2 Customer may not assign any or all portion of its obligations without the prior written consent of Bosch, not to be unreasonably withheld.
- 19.3 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions. Instead of the provision that is or has become invalid or unenforceable, a new reasonable provision which is permissible under the law and which comes as closest as possible to the economical intent of the original provision shall come into effect.

## **Bosch Global Software Technologies GmbH**