

Additional Conditions IoT Suite Service Support

As of: 09.09.2021

These Additional Conditions for IoT Suite Service Support ("**Additional Conditions Support**") apply to the subscription of a Support Service Plan for a Service provided by Bosch Global Software Technologies GmbH, Löwentorstr. 72-76, 70376 Stuttgart, Germany, (hereinafter: "**Provider**"). Customer and Provider hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

1. Definitions

- 1.1 **Additional Conditions Support** means these Additional Conditions for IoT Suite Service Support, available at <https://developer.bosch-iot-suite.com/legal/>.
- 1.2 **Agreement** means the agreement between the Customer and the Provider regarding the provision of a Service by the Provider and use of the Services by the Customer on the basis of the SaaS Terms and Conditions.
- 1.3 **Bosch IoT Suite Portal** means the web application under <http://www.bosch-iot-suite.com>.
- 1.4 **SaaS Terms and Conditions** refer to the terms and conditions that apply to the subscription of a Service, available at <https://developer.bosch-iot-suite.com/legal/terms-and-conditions/>.
- 1.5 **Service Level Agreement** or "**SLA**" means the agreement setting forth the quality levels and characteristics of the Service in terms of availability and maintenance and the characteristics of the Support Service Plans. The SLA is an integral part of the SaaS Terms and Conditions and these Additional Conditions Support. The SLA is available at <https://developer.bosch-iot-suite.com/legal/saas-service-level-agreements/>.
- 1.6 **Service** means the software application provided by the Provider on the basis of an Agreement.
- 1.7 **Support Service Plan** means the respective support service available for Subscription

2. Area of Application

- 2.1 Provider provides the Support Service Plans to Customer on the basis of these Additional Conditions Support and the applicable attachments as pointed out herein. The Additional Conditions Support apply in addition to the SaaS Terms and Conditions.
- 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 Additional Conditions Support. 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 Additional Conditions Support, Support Service Plans

- 3.1 The subject matter of these **Additional Conditions Support** is the provision of Support Service Plans as described in the support service description and in the SLA. The support service description is available at <https://developer.bosch-iot-suite.com/legal/service-descriptions-for-support-services/>.
- 3.2 The Provider shall provide a web interface to the Customer (ticket system) as first point of contact to receive incident reports and support requests. The availability, incident priority and response times are regulated in the SLA.
- 3.3 The subscription of a Support Service Plan is only valid in conjunction with an Agreement and shall not take effect until Customer and Provider have executed an Agreement.

4. Remuneration, Price Change

- 4.1 The amount of remuneration is based on the prices agreed during the subscription process. The remuneration can also be found in the price list, available at <https://developer.bosch-iot-suite.com/legal/pricing-conditions-support-services/>.
- 4.2 In all other respects, Section 12 of the SaaS Terms and Conditions shall apply; in particular, Section 12.2 of the SaaS Terms and Conditions applies to price changes of the support services accordingly.

5. Term, Termination

- 5.1 The subscription of a Support Service Plan is entered into for an indefinite period of time and shall enter into force with receiving a confirmation e-mail after the ordering process.
- 5.2 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. The termination of an Agreement constitutes the termination of a Support Service Plan.
- 5.3 The right to termination for cause without notice shall remain unaffected. Cause shall be deemed present for the Provider in particular if the Customer is in default with the payment of agreed remuneration despite a reminder.
- 5.4 Termination shall take place via a termination button in the Bosch IoT Suite Portal (e.g. in the settings of the customer account) or by giving notice of termination in text form (letter, email).

6. Data Protection

All information on processing of personal data can be found in the Provider's Privacy Leaflet under <https://developer.bosch-iot-suite.com/wp-content/uploads/Bosch-IoT-Suite-privacy-leaflet.pdf>

7. Changes to the Support Service Plans

Section 15 of the SaaS Terms shall apply accordingly to changes of Support Service Plans.

8. Miscellaneous

Except as otherwise provided in these Additional Conditions Support, all provisions of the SaaS Terms and Conditions remain in full force and effect and shall apply accordingly.

Bosch Global Software Technologies GmbH