

## Bosch Connected Industry Online Portal Terms of Use

Robert Bosch Manufacturing Solutions GmbH, Wernerstraße 51 70469 Stuttgart, Germany (hereinafter referred to as "**Bosch**") offers a website under <https://www.bosch-connected-industry.com> ("**Platform**") for Bosch Connected Industry Online Portal (hereinafter referred to as "**BCI Online Portal**") that allows Customers, among other things, to register for an Account and to subscribe to specific Products, which may be provided by Bosch. These Bosch Connected Industry Online Portal Terms of Use (hereinafter referred to as "**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 Platform and the use of Service Offerings. "**Bosch**" and the "**Customer**" are individually also referred to as "**Party**" and jointly as "**Parties**".

Bosch operates the Platform for businesses only and does not accept consumers within the meaning of section 13 of the German Civil Code [Bürgerliches Gesetzbuch - BGB] as Customers.

### 1. Further Definitions

- 1.1. "**Account**" means the access authorization to the Platform and the Service Offerings.
- 1.2. "**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.
- 1.3. "**Affiliate**" shall mean an entity that controls, is controlled by, or is under common control with a Party to this Agreement, where the term "Control" means the direct or indirect holding of more than 50% of equity ownership or voting rights.
- 1.4. "**Bosch ID**" means the user id of the single sign-on service provided by Bosch.IO GmbH (hereinafter referred to as "**Bosch.IO**"), that assists in authentication of the Customer on all products and online services of Bosch and its Affiliates, using a Customer's existing email address from any email provider.
- 1.5. "**Bosch.IO**" means Bosch.IO GmbH.
- 1.6. "**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 Platform and the Service Offerings.
- 1.7. "**Consumer**" within the meaning of section 13 of the German Civil Code [Bürgerliches Gesetzbuch - BGB] means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.
- 1.8. "**Content**" means all information available via the Platform and the Service Offerings, such as documents, images and source code, software, software functionalities, APIs, data, text, audio, video or images, including Documentation; sample code; software libraries; command line tools; templates; and other related technology, user guidelines including recommendations for actions.
- 1.9. "**Customer**" means the legal entity or an individual person using the Service Offerings and the Account for businesses that is the owner of an Account.
- 1.10. "**Customer Content**" means Content that a Customer or an End User transfers to Bosch in connection with the access to the Platform, the use of Service Offerings and the Account for processing, storage or hosting. Customer Content also includes Registration Data.
- 1.11. "**End User**" means any individual or entity that directly or indirectly through another Customer accesses or uses Customer Content. The term "**End User**" does not include individuals or entities when they are accessing or using the Platform and the Service Offerings or any Content under their own Account. In this case the individual or entity is considered as a Customer.
- 1.12. "**Force Majeure**" has the meaning as defined in section 21.1 below.
- 1.13. "**FOSS**" means Free and Open Source Software.

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- 1.14. **“FOSS-Licenses”** means the FOSS license agreements to which the FOSS in the Product is subject to, with priority over any conflicting license terms or other terms of the offered Product or associated software.
- 1.15. **“Free and Open Source Software”** means software whose license gives anyone the right to use the software for any purpose whatsoever free of charge, to modify it, and to distribute both the original and modified versions of the software. Any distribution of this software or a work derived from it generally requires that the licence obligations are fulfilled, including distribution of the relevant licence-related text, copyright information, and in certain cases the source code or the source code of any derivative works, etc. A distinction is made between Free Open Source Software and public domain software or freeware.
- 1.16. **“Listing”** means the offering of a Product via the Platform.
- 1.17. **“Material Obligation”** has the meaning as defined in section 13.2 below.
- 1.18. **“Platform”** means the website where a Customer can subscribe to specific Products and Service Offerings provided by Bosch under <https://www.bosch-connected-industry.com>.
- 1.19. **“Product”** means any software, software functionality, service, work, hardware, bundle or other product that is made available via the Platform for Subscription.
- 1.20. **“Provider”** means the respective provider of a Product and the contractual partner of the Customer regarding a Subscription via the Platform.
- 1.21. **“Service Offerings”** means the functionalities accessible through the Platform, such as the Trial Products and any other information, product or service provided by Bosch under these Terms of Use or the Use Policy. Service Offerings do not include Products and Third-Party Content governed by separate terms and conditions.
- 1.22. **“Subscription”** means the agreement entered into via the Platform or via the Product offerings process described in section 6 regarding a specific Product.
- 1.23. **“Support”** means any helpline, professional and/or maintenance service, among other things consulting services or removal of defects.
- 1.24. **“Testing Period”** shall mean an agreed period of time during which the Customer may test a certain Test Product.
- 1.25. **“Test Product”** means a Product, which has already been released having released functions or functionalities, that will be provided via the Platform and that can be used and tested for a specific Testing Period as further detailed out in section 7 below.
- 1.26. **“Third-Party Content”** means Content made available to Customer by a third party other than Bosch in conjunction with the Products (e.g. FOSS).
- 1.27. **“User”** means any person or entity with Access Credentials under an Account of the Customer.
- ## 2. Scope of Terms of Use
- 2.1. Bosch provides the access to Platform and the use of the Service Offerings exclusively on the basis of these Terms of Use.
- 2.2. 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 an agreement with Bosch as a representative for an entity, such as the company for which this person is working for, such person is a User and such entity, for which this person is entering into an agreement is or shall become the Customer and the person warrants to Bosch that his entity 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 entity.
- 2.3. With the exception of the provisions in section 6.1 and section 6.2, any other provisions, in particular any general terms and conditions of the Customer, shall not be effective.
- 2.4. 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 (including via e-mail) to be effective.
- 2.5. Individual agreements concluded with the Customer (including collateral agreements, addenda and amendments) in a specific case shall without exception take precedence over these Terms of Use. A written agreement or written confirmation from Bosch is required for the content of such agreements to be valid.
- 2.6. Bosch is entitled to commission any Service Offering from third parties acting as subcontractors.

- 2.7. The Listing of a Product by a Customer or a third party via the Platform is not in the scope within these Terms of Use and requires a separate agreement between Bosch and the Customer or the third party.

### 3. Compliance with Laws and Regulations

- 3.1. Customer may access the Platform and use the Service Offerings in accordance with these Terms of Use.
- 3.2. Customers' and User's access to the Platform and the use of the Service Offerings must 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 and User are responsible for making sure that its access to the Platform and the use of Service Offerings is in compliance with the applicable laws and regulations.
- 3.3. Customers' access to the Platform and the Use of the Service Offerings must comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: [www.unglobalcompact.org](http://www.unglobalcompact.org).

### 4. Service Offerings

- 4.1. The access to the Platform and the use of the Service Offerings requires a Registration as defined in section 5.1.
- 4.2. The Platform is a platform with various Service Offerings via which a Customer can inform himself about Bosch's Products and download them.
- 4.3. As far as the Platform and the Service Offerings are provided free of charge, they are provided on an "as is" basis. Therefore, there are no warranties and there is no right to access or use the Platform and the Service Offerings without interruption. Bosch does not warrant that the access to the Platform 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 Platform 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.

- 4.4. Bosch shall store and regularly back up Customer Content for the term of these Terms of Use. The Customer is solely responsible for compliance with mandatory record retention periods for financial accounting and tax purposes.

### 5. Account, Users and Notices

- 5.1. In order to access the Platform and to use the Service Offerings Customer and User must provide certain information required by Bosch to open an Account (hereinafter referred to as "**Registration**").
- 5.2. 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 (hereinafter referred to as "**Registration Data**"). The Registration of a legal person may only be carried out by an authorized natural person, who must be mentioned by name.
- 5.3. 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 within this timeframe, an open-ended user relationship shall be established on the basis of these Terms of Use and Customer shall be entitled to use the Platform and the Service Offerings in accordance with these Terms of Use.
- 5.4. Bosch reserves the right to refuse to open a Customer account if there is a legitimate reason to believe that the Customer and / or the User will not act in accordance with these Terms of Use or applicable law.
- 5.5. Customer is entitled to request Bosch to create multiple Users under an Account for such Customer. 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 subse-

quent 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 8.

- 5.6. All notices will be sent in electronic form to the email address associated with the Account and the Bosch ID.
- 5.7. Customer is liable for all activities performed under Customer's Account.

## 6. Product Offerings, Obligations in Electronic Commerce

- 6.1. If Bosch offers subscriptions to certain Products subject to charge the Customer or the User as its representative is only able to download the Product after having concluded a separate agreement with Bosch with regard to the order of or the subscription to such Products. If the Customer wishes to conclude such an agreement with Bosch to order certain Products or to subscribe to certain Products which are subject to charge, the Customer shall send a written or oral request to Bosch. Bosch shall then send an offer to the Customer to conclude an agreement with regard to the order of such Product or to subscribe to such Product in writing or via e-mail. Bosch shall be bound by this offer for a period of two (2) weeks starting from the date indicated on the offer. Insofar as Bosch's offer specifies a different period of offer validity, this shall take precedence. The Customer must accept this offer by declaration in writing or via e-mail. For the avoidance of doubt, an agreement for such Product shall not come into existence until Bosch has confirmed the order with a written order confirmation. Customer must provide Bosch with the information, which Users shall be able to download the Product. Afterwards, Bosch will provide to such Users of the Customer a permission to download such Product, however, such Subscription to Products which are subject to charge is governed by separate terms and conditions provided by Bosch at the beginning of the download process. The Listing of a Product, which is subject to charge, via the Platform does not constitute a binding offer. For the avoidance of doubt, for the Subscription of such Products, which are subject to charge, any general terms and conditions of the Customer shall not be effective.
- 6.2. If Bosch offers subscriptions to certain Products via the Platform which are free of charge (including free Trial Products), the Customer or the User as its representative

is able to download the Product directly on the Platform, however, such Subscription of cost-free Products via the Platform is governed by separate terms and conditions provided by Bosch at the beginning of the download process. The Listing of a Product, which is free of charge, via the Platform does not constitute a binding offer. The download of a Product which is free of charge by the Customer is a binding acceptance by the Customer, which Bosch accepts, such ordering starts with the click on the download button and the acceptance of the Bosch is separate terms and conditions provided by Bosch at the beginning of the download process and other documents (e.g. Product release information). For the avoidance of doubt, for the Subscription of such Products, which are free of charge via the Platform, any general terms and conditions of the Customer shall not be effective. The contractual relationship is established when the Customer has finished the download process.

- 6.3. The fees for the Products are based on the respective price lists displayed at the Platform and such price lists may also be provided by Bosch to Customer at Customer's request. Such prices in price lists can be changed at any time before the Customer has received a confirmation e-mail about the acceptance of an offer, unless Bosch has provided a binding offer according to section 6.1.
- 6.4. The following general obligations in electronic commerce do not apply to the Subscription of Products via the Platform:
  - 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 section 312i para. 1 sentence 1 no. 1 German Civil Code German Civil Code [Bürgerliches Gesetzbuch - BGB];
  - b) communicate to the Customer clearly and comprehensibly the information specified in article 246c of the Introductory Act to the German Civil Code [Einführungsgesetz zum Bürgerlichen Gesetzbuch] in good time prior to sending his order according to section 312i para. 1 sentence 1 no. 2 BGB; and
  - c) confirmation of the receipt of the order without undue delay according to section 312i para. 1 sentence 1 no. 3 BGB.

## 7. Test Products for Testing Periods

- 7.1. The Customer receives access via his Account to Products having released functions or functionalities (hereinafter referred to as "**Test Products**") for a Testing Period of 30 days or as specified in the specific offering for a certain

Test Product via the Platform.

- 7.2. Test Products shall be used for test purposes only and only during the agreed Testing Period and are not intended for any resale, production or any other commercial use. Bosch may discontinue Test Products at any time, without notice.
- 7.3. Test Products may only be converted into full versions of Products after the end of the Testing Period, if agreed between the Parties in writing (or via e-mail). Full versions of Products need to be ordered and installed separately, unless agreed otherwise in an individual agreement, which must be concluded separately in writing.
- 7.4. As far as Test Products are provided free of charge, there are no warranties, except in cases of malice, and contrary to section 13, Bosch assumes no liability for damages resulting from the use of a Test Product, 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.
- 7.5. The use of personal data or personal related data in combination with Trial Products is not permitted.

## 8. Customer's Duties

- 8.1. Customer is obliged to provide in due time reasonable cooperation required from him. Therefore Customer is
- obligated 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;
  - obligated to correct the information in Customer's Account immediately, if, after the Registration, the indicated data changes;
  - responsible to ensure that the Service Offerings meet Customer's requirements in terms of capacity, reliability and security;
  - responsible for providing Support to End Users. Bosch does not provide any Support to End Users unless Bosch has a separate agreement with Customer or an End User obligating Bosch to provide Support.
- 8.2. Customer shall not (and shall procure that any User under Customer's Account shall not):
- Intentionally access, tamper with, or use non-public

- portions of the Platform and the Service Offerings or the technical delivery systems of Bosch's providers;
- 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 Platform and/or the Service Offerings other than via documented API endpoints;
  - 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 Platform and/or the Service Offerings;
  - 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 Platform and/or the Service Offerings;
  - Attempt to probe, scan or test the vulnerability of the Platform and/or the Service Offerings or breach or impair or circumvent any security or authentication measures protecting the Platform and/or the Service Offerings;
  - Frame or mirror the Platform and/or the Service Offerings; or
  - Use any device, software, or routine that interferes with any application, function, or use of the Platform 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 therein.

## 9. Usage Rights

- 9.1. Bosch hereby grants to Customer the limited, non-exclusive, non-sub-licensable, revocable and non-transferable right to access the Platform and use the Service Offerings solely in accordance with these Terms of Use, during the term as provided in Section 15.1.
- 9.2. Customer is only allowed to install, use, access, display and execute the Products ordered via the Platform on one hardware device at one time. Bosch stores which licenses are linked to which hardware devices. Bosch or an authorized third party is entitled, to examine whether the use of the Products is within the scope of the rights granted. The examination must be announced with a reasonable notice time. During the examination, it must be ensured that no personal data is transmitted to Bosch or an authorized third party. Customer shall support Bosch or an authorized third party to the best of its ability in the performance

of such an examination.

- 9.3. Provided that Bosch makes new versions, updates, upgrades, modifications or extensions of the Platform and the Service Offerings available or carries out other changes with respect to the Platform and the Service Offerings, the provisions of section 9 shall also apply thereto.
- 9.4. 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 Platform and the Service Offerings beyond the scope of use granted in these Terms of Use or make the Platform and the Service Offerings available to third parties. In particular, it is not permitted to duplicate the Platform 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.
- 9.5. If Customer violates any of the provisions of this section 9, Bosch shall be entitled to and reserves the right to suspend Customer's access to the Platform and the Service Offerings in accordance with section 12, 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.

## 10. Intellectual Property

- 10.1. Bosch and its licensors own all right, title, and interest in and to the Platform and the Service Offerings, and all related technology and intellectual property rights.
- 10.2. 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. Subject to Customer Content, 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.

## 11. Free and Open Source Software ("FOSS")

- 11.1. The Product possibly contains FOSS components. The Customer shall be provided with an up-to-date list of the FOSS components contained in the Product and the ap-

plicable FOSS license terms on request prior to conclusion of the agreement or, at the latest, upon delivery of the software. The FOSS in the Product is subject to FOSS license agreements (hereinafter referred to as "**FOSS-Licenses**"), with priority over any conflicting license terms or other terms of the offered product or associated software. Pursuant to these FOSS-Licenses, licensor has to pass on to the Customer the terms and conditions of the FOSS-Licenses and the Customer has to accept and comply with these terms and conditions and fulfil respective obligations when using the FOSS in another way than merely installing and running it internally on the Customer's machines, e.g. through further disposal of the Product, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to the Customer, and in the event of you passing on a copy of the Product to another party, the terms and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (or the FOSS-License provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, the licensor itself can neither grant nor obtain these rights for the Customer. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or will be made available by the licensor upon request of the Customer.

- 11.2. The Customer accepts that new versions of the Product might contain other or additional FOSS components and that the terms of the FOSS Licenses might change and shall also comply with changes in the legal obligations to this extent. The licensor shall notify customers upon delivery of new versions of the Product or at the time of subsequent deliveries of the FOSS components contained in the Product and the applicable FOSS license terms. If the FOSS license terms of the FOSS components contained in the Product include the obligation to provide the source code the licensor will make the source code available on an appropriate medium and within an adequate timeframe for use and transfer according to the FOSS license terms upon Customer's request. The FOSS itself does not contribute to the sales price of the Product and thus is provided without royalty or monetary compensation.

- 11.3. 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.

## 12. Suspension

12.1. Bosch may suspend Customer's access to the Platform and/or the Service Offerings, if Bosch reasonably determines that

- a) the Customer Content and/or the Customer's use of the Platform and/or the Service Offerings
  - pose a security risk to the Platform and/or the Service Offerings and/or any third party;
  - may adversely impact the Platform 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 these Terms of Use;
- c) the Customer is delinquent on its payment obligations 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.

12.2. 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. The suspension shall be revoked after the Customer has resolved the problem giving rise to the suspension and notified Bosch accordingly in writing.

12.3. The right of Bosch to suspend Customer's access Platform and/or the Service Offerings is in addition to Bosch's right to terminate these Terms of Use pursuant to section 15 and other remedies that Bosch may have under the applicable law.

## 13. Liability

13.1. 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.

13.2. 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 fulfilment of these Terms of Use, upon which the Customer may therefore rely (hereinafter referred to as "**Material Obligation**").

13.3. Notwithstanding the provision in section 13.1, 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.

13.4. No-fault liability for damages per section 536a German Civil Code German Civil Code [Bürgerliches Gesetzbuch - BGB] shall be excluded for defects that existed at the time of conclusion of these Terms of Use.

13.5. Furthermore, Bosch's liability is excluded.

13.6. Bosch shall not be liable for the loss of Customer Content if the damage is due to Customer's failing to back up data, thereby ensuring that lost Customer data can be recovered with reasonable effort.

13.7. 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.

## 14. Indemnification

14.1. The Customer is obligated to indemnify, defend and hold Bosch harmless for and from any third party claims related to

- a) any breach of these Terms of Use, the Use Policy or any violation of any applicable law or regulation by the Customer or due to the use of Customer Content;
- b) the usage of the Platform or the Service Offerings by the Customer in a manner in which it infringes or violates any third-party rights;
- c) claims regarding Customer Content, or the combination of Customer Content with other applications and

third party products, content or processes, including any claims arising from alleged infringement or misuse of third party rights through Customer Content or through use, development, design, production, advertising or marketing of Customer Content,

- d) the use of Open Source Software by the Customer,
  - e) any infringement of data protection law respectively applicable or other data protection law relevant stipulations as agreed between the Parties herein or in another context by the Customer or through Customer Content,
  - f) any violation of applicable export and re-export control laws and sanctions regulations by the Customer, unless Customer is not responsible for the claim.
- 14.2. Bosch shall notify the Customer without delay and leave to the Customer the defence of these claims. Bosch will provide the Customer with all reasonable support at reasonable cost. In particular, Bosch will, as far as possible, provide the Customer with all the necessary information of the use and the possible processing of the Platform and the Service Offerings which are subject to this Terms of Use, if this is necessary for the Customer to defend against a claim.

## 15. Term and Termination

- 15.1. 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.
- 15.2. 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 12 shall remain thereby unaffected.
- 15.3. 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 Platform 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.

## 15.4. Effect of Termination

Upon the effective date of termination

- a) the Platform including the Service Offerings 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; and
- d) Bosch has no longer the obligation to store and back up Customer Content. The Customer is responsible for securing Customer Content prior to the effective date of termination.

## 16. Data Privacy

- 16.1. If the Customer 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.
- 16.2. Information about the processing of personal data can be found in the data protection notice of the Platform and the Service Offerings under <https://www.bosch-connected-industry.com/impresum/impresum/datenschutz/>.

## 17. Confidentiality

- 17.1. The Parties agree to keep all Confidential Information that becomes known to them while accessing Platform and using the Service Offerings strictly confidential and only use such information for the contractually agreed purposes. The term "**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 Platform and the Service Offerings. The Parties shall not seek to register

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intellectual property rights in respect of Confidential Information of the other Party.

17.2. 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.

17.3. The obligations under section 17.1 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.

17.4. Each Party may disclose Confidential Information to its employees and Affiliates if

- a) this is necessary for the purpose of the fulfilment 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 17.5.

17.5. Each Party is obligated to commit employees and Affiliates within the meaning of section 17.4 to maintain confidentiality in accordance with the provisions of section 17.1 to 17.3 insofar as they are not already otherwise obligated 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 17.1 to 17.3.

17.6. The rights and obligations under section 17 shall not be affected by the termination of an Account, and for as long as there is no evidence of an exception under section 17.3.

## 18. Export Compliance

18.1. The use of the Service Offerings, the access to Platform, the Subscription of Products and Customer Content 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 and the local jurisdiction of the Customer's country.

18.2. Customer acknowledges that the Platform 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 Platform to any destination, entity, or person prohibited or sanctioned by the respectively applicable national or international laws and regulations, in particular 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.

18.3. Customer agrees not to use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Platform and the Service Offerings, in violation of any applicable export or re-export laws or regulations of the Federal Republic of Germany, Austria, the European Union, the United States of America or any other jurisdiction involved.

18.4. Customer agrees that the Platform, 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.

18.5. Customer shall indemnify and hold Bosch harmless from and against any and all liability, claims, proceedings, actions, fines, losses, costs, expenses and damages arising out of, connected with or resulting from Customer's infringing (by act or omission) upon foreign trade law. Such costs and expenses include but are not limited to (i) investigation expenses, (b) fines imposed by the authorities or (c) fees for legal advice sought because of the infringement.

18.6. This section 18 shall survive termination or cancellation of the agreements between Bosch and Customer.

18.7. Re-exportation prohibition

18.7.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation

- or for use in the Russian Federation any services, goods or other deliveries supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended from time to time.
- 18.7.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 18.7.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 18.7.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 18.7.1.
- 18.7.4 If the Customer breaches clause 18.7.1, 18.7.2 or 18.7.3 of this Contract, at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate this Contract and any contracts concluded under this Contract at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this Contract for cause shall not be affected by this.
- 18.7.5 The Customer shall immediately inform the Bosch about any problems in applying paragraphs 18.7.1, 18.7.2 or 18.7.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 18.7.1. The Customer shall make available to Bosch information concerning compliance with the obligations under paragraph 18.7.1, 18.7.2 or 18.7.3 within two weeks of the simple request of such information.

## 19. Changes

- 19.1. At any time, Bosch shall have the right to rebrand the Platform, modify the Platform 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 and the Use Policy. Bosch will take due care of Customer's legitimate interests.
- 19.2. 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.
- 19.3. 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.
- 19.4. Editorial changes to the Terms of Use, i.e. changes which do not affect the contractual relationship such as correcting typing errors, will be made without notifying the Customer.

## 20. Applicable law and place of jurisdiction

- 20.1. The laws of the Federal Republic of Germany, subject to exclusion of the conflict of laws and of the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies exclusively for all legal relations between Bosch and the Customer.
- 20.2. Place of performance is Stuttgart, Germany. As far as legally permissible, the exclusive venue for all legal disputes, arising either directly or indirectly out of contractual relationships based on these Terms of Use is Stuttgart, Germany, over cases brought before the Local Court the Local Court of Stuttgart (Amtsgericht in 70190 Stuttgart) has jurisdiction and venue. Bosch further has the right at Bosch's discretion to take legal action against the Customer at the court with jurisdiction over the registered office or branch, which is executing the Contract, if the Customer
- is a merchant; or
  - is without general national place of jurisdiction in Germany; or
  - after conclusion of a contract based on these Terms of Use, 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.  
Bosch further has the right at Bosch's discretion to take legal action against the Customer at a court with jurisdiction over the registered office or branch office of the Customer.

## 21. Force Majeure

- 21.1. Bosch has the right to discontinue performance of contractual obligations, insofar as such performance by Bosch is rendered impossible or made unreasonably difficult in case of operational disruptions caused by force majeure or other unavoidable events beyond Bosch's control,
- a) which could not be averted with reasonable effort,
  - b) which could not have been foreseen even when exercising with extreme care, and
  - c) which make Bosch's obligations under these Terms of Use considerably more difficult or completely or partially impossible,
- such as 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, industrial action that affects the Bosch or its suppliers, exceptional weather conditions, operational or traffic disruptions and transport obstructions, Brexit issues, restrictions on energy consumption, epidemics, constraints to deliveries and to the provision of works and services due to infections (e.g. Coronavirus), Bosch's right to discontinue contractual duties also applies to industrial action that affects Bosch or other circumstances that are beyond Bosch's control (hereinafter referred to as "**Force Majeure**"). The same applies, if deliveries by subcontractors of Bosch are delayed on account of the Force Majeure circumstances.
- 21.2. 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.

- 21.3. As Brexit is pending and the political and economic impact is also unpredictable, Brexit issues, whatever issues that may be, may occur and their duration and impact are also unpredictable for the Parties, and neither the duration nor the further effects of the measures taken by the affected states due to Brexit or against Brexit are predictable for the Parties. Against this background, the Parties define Brexit issues also as cases of Force Majeure.
- 21.4. If Bosch invokes Force Majeure it shall inform the Customer 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 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.
- 21.5. Bosch is not liable for the impossibility of supply / other performance or for delays insofar as these were caused by Force Majeure.
- 21.6. Notwithstanding all effects defined in these Terms of Use, 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 us up until such point in time (in particular the costs for materials, working hours, subcontracting).

## 22. Miscellaneous

- 22.1. The contract language is English. Translations of these Terms of Use into other languages are for Customer's information only. In case of conflicts between the language versions of this Terms of Use, the English language version will prevail.
- 22.2. Statements and notifications to be made by Customer to Bosch after conclusion of the Contract (e.g. setting of time limits, notification of defects) require text form in order to be effective.
- 22.3. Customer may not assign any or all portion of its obligations without the prior written consent of Bosch, not to be unreasonably withheld.
- 22.4. Should any provision of these Terms and/or any contract based on these Terms be or become invalid or unenforceable in whole or in part, or in case of a loophole, this shall

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not affect the validity and enforceability of the remaining provisions. Rather, the Parties undertake to re-place the invalid or unenforceable provision with a valid and effective provision with retroactive effect that comes as close as possible to the economic intention. The same applies in case of a loophole where the Parties will insert a valid and effective provision.

**Robert Bosch Manufacturing Solutions GmbH**