

## Terms for Work and Services

These Terms and Conditions for Works and Services (hereinafter referred to as "**Terms for Works and Services**" or "**Terms**") apply for the provision of work and services to customers (hereinafter referred to as "**Customer**") by Robert Bosch Manufacturing

Solutions GmbH, BCI – Bosch Connected Industry, Wernerstr. 51, 70469 Stuttgart, Germany, [www.bosch-connected-industry.com](http://www.bosch-connected-industry.com) (hereinafter referred to as "**Bosch**"). The Customer and Bosch shall hereinafter also be referred to individually as "**Party**" and jointly as "**Parties**".

### 1. Subject of the contract

- 1.1. The subject of these Terms is the provision of work and services by Bosch. The Customer and Bosch shall agree the details of the performance, e.g. objectives, subject matter, scope, content, locations, specialist and technical framework conditions and the remuneration payable for the work and/or services, in a separate document. In the process, the Parties shall state particularly whether this involves work or a service.
- 1.2. Conditions deviating from these Terms must be in writing.
- 1.3. Conditions of the Customer contrary to or supplementing these Terms shall not be valid. This also applies if they are referred to in an order or any other documents of the Customer and Bosch does not expressly object to such reference.
- 1.4. Any and all offers of Bosch are without obligation unless expressly otherwise stated in the offer.
- 1.5. The contract is concluded upon an agreement being entered into, or upon receipt of an order confirmation from Bosch. Delivery times are non-binding.

### 2. Provision of Work and / or Services

- 2.1. Solely Bosch has the task of organizing the provision of work and/or services and has the right to issue instructions to its employees. This also applies if the work and/or services are provided on the premises of the Customer.
- 2.2. Bosch is entitled to engage subcontractors for the provision of work and/or services. If and as far as this considers relevant or most of the parts of the deliveries, Bosch shall inform the Customer of this accordingly.
- 2.3. Bosch shall provide the work and/or services based on the acknowledged state of the art.
- 2.4. In the case of services, Bosch assumes no responsibility for a particular result. This is solely the responsibility of the Customer.
- 2.5. The dates of delivery and performance named by Bosch shall only be considered binding if these were named

as binding by Bosch in writing.

- 2.6. Unless expressly agreed otherwise in writing, prices shall be deemed to be and Bosch's deliveries are performed "FCA shipping point of Bosch's supplying plant/warehouse" (Incoterms® 2020). The place of Bosch's supplying plant / warehouse is also the place of performance for Bosch's deliveries and any subsequent performance (*Gewährleistung*).
- 2.7. The Customer must ensure that at the site, where the subject matter of the contract shall be installed, there is access to water, power supply, and for any other media (e.g. compressed air, gas supply) required according to the quotation, as provided for in the specification. The Customer shall carry out all preparatory work at the site of installation of the subject matter of the contract at its own expense and in a professional manner, including all preparatory construction work (e.g. earthwork, pile driving, demolition, foundation work, cementing, carpentry, plastering, painting, wallpapering, repairs or any other construction work) as well as preparatory works with regard to the allocation of electricity, gas and water and any other media required according to the quotation. These works are neither to be carried out by Bosch nor are they included in the remuneration. Unless otherwise agreed, these preparatory works and connections, which are required for the operation of the subject matter of the contract, must be completed and ready for use at the installation site before the start of the installation of the subject matter of the contract.
- 2.8. The delivery periods and dates are agreed on a case-by-case basis or determined in Bosch's quotation. The commencement of and compliance with the agreed delivery period and dates is subject to the condition that all commercial and technical queries have been clarified between the Parties and that the Customer has fulfilled all its obligations to cooperate, in particular that the Customer has provided all materials or goods to be supplied by the Customer on time, the provision of the requisite documents, official certificates, official authorizations or official permits, the carrying out of any examinations, the granting of necessary Customer releases or Customer approvals and compliance with the agreed terms of payment and the making of a down payment. If these prerequisites are not fulfilled in good time and / or not properly fulfilled, the delivery periods

shall be extended accordingly and delivery dates postponed accordingly; this shall not apply if Bosch is solely responsible for the delay. Bosch's other statutory claims shall remain unaffected.

- 2.9. Delays in performance as a result of Force Majeure according to section 18 or circumstances that render performance considerably more difficult or temporarily impossible for Bosch and are beyond Bosch's control, such as an unforeseeable shortage of material, labor disputes and any external disruption of operations as well as any other Force Majeure case, extend the contractual periods and binding delivery dates by the periods in which work and/or services are prevented and by a reasonable start-up time.
- 2.10. If the delivery period or the acceptance date of the subject matter of the contract or any other agreed date is delayed for reasons for which the Customer is responsible, the Customer shall be invoiced the costs incurred due to the delay. Any further claims or rights on Bosch's part, in particular those of debtor default, are reserved.
- 2.11. If non-compliance with the delivery period, the acceptance date of the subject matter of the contract or other agreed date is attributable to any events or disturbances which are beyond Bosch's control or beyond the control of Bosch's sub-supplier, the delivery period shall be extended, the acceptance test date and any other agreed, which cannot be met, shall be postponed by the duration of the hindrance, but not more than 6 months after the original delivery date. In the event of Force Majeure, the provision in section 18 shall apply.
- 2.12. Partial deliveries and corresponding invoicing are permissible, unless they are unreasonable for the Customer. Partial deliveries are reasonable if (i) the partial delivery / partial provision of works and services can be used by the Customer within the scope of the contractual purpose, (ii) the delivery of the remaining ordered deliveries / works and services is ensured and (iii) the Customer does not incur any considerable additional work or additional costs as a result (unless Bosch declares to bear these costs).

### **3. Assembly, Corrective Maintenance And Other Services Which Cannot Be Rendered**

- 3.1. The Customer shall be charged for services rendered to submit a cost estimate and for other expenses incurred which are to be evidenced (time spent on an error search constitutes working hours) if the work cannot be carried out for reasons which do not fall into the field of responsibility of Bosch, in particular because, in the case of corrective maintenance work, the error complained of did not occur or because spare parts were not available through no fault of Bosch. Bosch only has to return the Customer's plant or machinery to the condition it was in before Bosch commenced performance of its services at the Customer's explicit request and in return for payment of the costs,

unless the work undertaken was not necessary.

### **4. Travel and Transport Costs, Journeys Home**

- 4.1. The costs of the transport and of the transport insurance of the service personnel's personal luggage and of the tools transported with the personnel or sent for performance of the service must be taken into account in particular in the transport costs of the service personnel.
- 4.2. Travel costs include the costs of journeys home by Bosch's service personnel during the time period of performance of the assembly, corrective maintenance and other services (i.e. to and from the assembly location to Bosch's service employee's normal place of work). Bosch's service personnel's entitlement to journeys home shall be determined by the standards of statutory regulations or collective agreements respectively applying. The classes, tariffs or rates (e.g. km allowance) claimed by Bosch's service personnel for the means of transport required (e.g. rental vehicle, taxi, public transport, airplane, ship) are set forth in Bosch's price list in effect at the time of performance of the service.

### **5. Changes in work and/or service(s)**

- 5.1. If the Customer suggests changes to the agreed work and/or services during the provision thereof, Bosch shall notify the Customer as rapidly as possible whether the change is possible and what effects this will have on the contract, particularly on the dates and the agreed remuneration.
- 5.2. If the change request requires a detailed examination by Bosch, Bosch shall inform the Customer of the estimated duration and expense of this detailed examination, give a provisional assessment of the prospects of realization, and outline the effects, if any, on the contract, particularly on the dates and the agreed remuneration.
- 5.3. The Customer shall bear the expenses accruing as a result of the change procedure including, in particular, examining the change request, preparing a change proposal, implementation of the change and any downtimes.
- 5.4. During the current change procedure, Bosch shall continue to provide the contractual work and/or services, unless the Customer informs Bosch in writing that the work must be stopped or restricted until the decision is taken on the change to the work and/or services or until the parties reach a separate agreement on the detailed examination of the change request or on the change request itself.
- 5.5. If no agreement is reached or if the change procedure ends for a different reason, then the original scope of the contract shall remain unchanged. A change to the scope of the contract must be documented by the Parties in writing.

## 6. Acceptance of Work

- 6.1. The Customer must carry out the acceptance test within two weeks of receipt of the written acceptance request from Bosch and provision of the work and draft a written acceptance report. The Customer can check the work within this period for its compliance with the contract and object to any defects. In the event of any objection, Bosch shall check this and rectify the defects objected to. The acceptance procedure begins anew after this. Bosch is entitled to take part in every acceptance.
- 6.2. The work is considered accepted if the Customer does not refuse acceptance in writing within two weeks after notification of the readiness for acceptance and provision of the work as a result of defects or if the Customer uses the solution in whole or in part except use in the course of the acceptance test. Minor defects do not create any entitlement to refuse the acceptance of work.
- 6.3. Bosch is entitled to make self-contained partial work available for acceptance.

## 7. Work Results

- 7.1. The term "**Work Results**" refers to all the works created individually by Bosch for the Customer including associated documentation, but excluding any (standard) software. The Customer receives a non-exclusive right of use without any time restriction to copyrightable Work Results upon payment in full of the agreed remuneration. Exclusive rights of use shall be transferred only for the Work Results for which such rights were expressly agreed in writing. The Customer is entitled to reproduce and edit Work Results, convert them into other display formats and change, continue and supplement them in any other manner. The Work Results may be transferred to a third party only after the complete cessation of use by the Customer itself. This is without prejudice to the mandatory rights to which the Customer is entitled under section 69e of the German Copyright Act (*Urhebergesetz*).
- 7.2. The Customer may use the Work Results only in order to conduct its own business transactions and those of companies affiliated with it as defined by section 15 of the German Stock Corporation Act (*Aktiengesetz*).
- 7.3. Unless otherwise agreed, the Customer is not entitled to grant sublicenses or commercial leases without the prior written approval of Bosch.
- 7.4. If the Work Results are software, the scope of delivery shall contain a copy of the software in object code.
- 7.5. Irrespective of the type of rights granted, Bosch is entitled to
  - a) create comparable Work Results with the same functionalities and
  - b) continue use of the know-how obtained upon

the provision of the work and/or service without restriction (the secrecy obligations under section 15 remain unaffected).

- 7.6. The Work Results (and/or any Updates etc.) may contain open source software (hereinafter referred to as "**OSS**"), which prevail over all conflicting license terms and other terms and conditions relating to the Work Results. The term "**Work Results**" is defined in section 7.1. The term "**Individual Software**" refers to software that is developed or adapted for a specific Customer (for distinction: see Standard-Software). The term "**Standard-Software**" refers to software that has been developed or is adaptable (parameterizable) for a non-specific group of Customers, i.e. software not covered by Individual Software. The term "**Update**" means a new version of the software containing improvements to the software program or new and/or changed functionalities of such software.
- 7.7. The OSS contained in the subject matter of the contract is subject to OSS license agreements (hereinafter referred to as "**OSS Licenses**"). According to these OSS Licenses, Bosch must pass on their terms and conditions to the Customer and the Customer must comply with these terms and conditions and fulfil the relevant obligations if he uses the OSS in a way other than merely installing and running internally on the subject matter of the contract, for example by disposing of the subject matter of the contract, such as through distribution, sale or other transfer to third parties. The rights under the OSS Licenses are granted to the Customer directly by the respective author of the OSS component. If the Customer passes on the subject matter of the contract to third parties, the terms and conditions of the respective OSS Licenses for the distribution of any OSS contained therein apply.
- 7.8. The Customer must either expressly, or implied by copying, modifying or distributing of the OSS, accept and take responsibility for their compliance with the applicable OSS-Licenses. Furthermore, the Customer agrees that updates or new versions (to the extent that such Updates or new versions are contractually provided by Bosch) of the delivered software of the subject matter of the contract may contain other or additional and therefore changes to the OSS Licenses. Bosch will inform the Customer about this fact and, if applicable, about additional or changed OSS Licenses when the updates or new versions are delivered.
- 7.9. Unless otherwise provided for in a contract based on these Terms for Works and Services or in Bosch's underlying quotation, Bosch not obligated to provide any service or support with regard to the fulfilment of the Customer's obligations arising from the OSS Licenses. Any such service or support by the Customer shall be subject to a separate agreement specifying such service or support and providing for appropriate compensation.
- 7.10. Bosch delivers these OSS license conditions together

with the Work Results (and/or any updates etc.) and makes them available to the Customer on request.

- 7.11. To the extent the OSS license terms of the OSS components contained in the Work Results include the obligation to provide the Source Code Bosch will make the Source Code available according to the requirements of the OSS license terms upon Customer's request. The term "**Source Code**" means a program code in the form of a text of a computer program written in a programming language and readable by humans in computer science, which cannot be changed by the Customer.

## 8. Pricing, Remuneration, Due Date

- 8.1. If no specific remuneration has been agreed upon, Bosch's assembly, corrective maintenance and other services shall be invoiced on a time and material basis.
- 8.2. Prices of parts, materials, tools and other special services used (e.g. scrapping which Bosch has assumed responsibility for), remuneration for the work service and, if service personnel is deployed, any additional travel and transport costs incurred, will be itemized separately.
- 8.3. For Bosch's work and/or services, the Customer shall pay the remuneration agreed in a separate document or the price stated in Bosch's valid price list plus VAT.
- 8.4. If remuneration was agreed based on the time worked, Bosch shall present a list of the hours or days worked to the Customer each month for the preceding month and shall bill these. If a fixed-price remuneration is agreed, the remuneration is due and payable based on a separately agreed payment schedule. Where such a payment schedule was not agreed, down payments at an equal amount are due after i) commencement of contract, ii) first partial delivery, iii) making available for acceptance, and iv) acceptance.
- 8.5. Travel required to provide the work and/or services of Bosch (which includes any related costs) is not included in the remuneration agreed for the work and/or service, unless otherwise agreed in writing. This shall be charged in accordance with the Travel Expense Guidelines of Bosch current at the time when the order is placed. Bosch will provide the Customer with a copy of the Travel Expense Guidelines on Customer's request. Travel time is deemed to constitute time spent on performance and shall be invoiced on a time and material basis at fifty percent (50%) of the respective daily rate.
- 8.6. Travel time shall be invoiced as working hours in accordance with Bosch's rates for services. Waiting periods which Bosch is not accountable for at the place of performance shall also count as working hours, as does the necessary time spent on looking for accommodation required and on any reports to the authorities.
- 8.7. The Customer has to confirm the service personnel's working hours in the format submitted by Bosch to the Customer – depending on customary practice either on a daily or weekly basis or after completion of the work – either in writing or in electronic form. Any objections by the Customer shall be raised either in the format submitted or separately in writing.
- 8.8. Regular working hours and the remuneration of overtime, late hours, work at night, on Sundays or public holidays by the service personnel deployed by Bosch to perform assembly, corrective maintenance or other services, shall depend on the collective agreements applicable to the respective employment relationship of the employee. Overtime shall be worked insofar as it is necessary and agreed with Bosch. Working hours exceeding the maximum of 10 working hours a day and work on Sundays or public holidays may only be undertaken in urgent exceptional cases and necessitates Bosch's consent to this and, if applicable, the consent of the supervisory authority responsible at the place of performance. In this context the public holidays stipulated by law at the place of performance shall count as public holidays. A break of at least 11 hours is mandatory between two work shifts.
- 8.9. If a non-binding cost estimate has been given and if Bosch should ascertain during performance of the assembly, corrective maintenance or other services that they cannot be executed without substantially exceeding the amount of the cost estimate, Bosch will notify the Customer hereof without delay. The cost estimate is deemed to be substantially exceeded if the deviation from the cost estimate amounts to at least 15 %.
- 8.10. When the Customer receives Bosch's notification that a cost estimate is being substantially exceeded, the Customer is obligated to decide whether it wishes to have performance of the assembly, corrective maintenance or other services continued. If the Customer considers this to be inappropriate due to the additional costs, the Customer may terminate the contract within two weeks after receipt of the notification. If the Customer exercises its termination right, it has to pay Bosch for that part of the remuneration corresponding to the performance that has been rendered and for the expenses not included in the remuneration. The same shall apply if the Customer fails to respond within the set period of two weeks.
- 8.11. All invoices of Bosch must be paid at the latest 30 days after receipt of such invoice without any deduction cashless to a bank account of Bosch as specified by Bosch. For the adherence of the Customer to the above mentioned period for payment it is necessary that the due amount is credited to Bosch's bank account before expiry the period for payment.
- 8.12. Any OSS contained in the subject matter of the contract or any other works and service of Bosch does not have any influence on the agreed remuneration for such subject matter of the contract or any other works and service and the OSS thus does not contribute to

the remuneration of the subject matter of the contract or any other works and service and thus is provided without royalty or monetary compensation.

## **9. Customer's Duties to Cooperate and Provide Information**

- 9.1. The Customer bears the risk that work and/or services comply with its requests and requirements where these were not expressly made a part of the contract. In case of doubt, the Customer must obtain advice from Bosch or from third-party experts prior to conclusion of contract.
- 9.2. The Customer must support the work and/or services of Bosch at its own cost and expense with reasonable collaborative action. In particular, it shall provide the information and data required for these to Bosch free of charge and give employees of Bosch access to its business premises to the extent necessary during business hours and / or, if requested by Bosch, also remote access to the subject matter of the contract and / or any installed software. Furthermore, the Customer shall provide work materials and means of communication, particularly workstations, computers, telephones, internet connection and printers, to a reasonable extent if the work and/or services are provided on the business premises of the Customer.
- 9.3. The Customer shall take the special action necessary to protect persons and property at the place of performance. The Customer shall also instruct Bosch's service personnel (or the head of the service group if several service employees are working at the same location) of existing safety and accident prevention regulations, insofar as such regulations are also of significance to Bosch's service personnel.
- 9.4. The setting up and maintaining of a sufficiently dimensioned hardware and software environment for software (hereinafter referred to as "IT Infrastructure") as well as the operation and the maintenance of such IT Infrastructure and the maintaining of any and all other necessary infrastructure is the sole responsibility of the Customer. The Customer shall test the Work Results thoroughly before use to ensure they are free from defects and if applicable, that they can be used in the existing hardware and software configuration.
- 9.5. The Customer shall grant Bosch access to the subject matter of the contract, including any software, for the purpose of finding and correcting incidents and errors; this can occur either directly and / or by remote access at the option of Bosch.
- 9.6. The Customer shall take reasonable precautions in the event that software fails to work properly as a whole or in part (e.g. by daily data back-ups, fault diagnosis, regular checks of the data processing results). To the extent that the Customer does not expressly refer to this in advance, Bosch may assume that all data of the Customer with which it might come into contact have been secured.

- 9.7. Markings on the Work Results, particularly copyright notices, trademarks, series numbers and similar, may not be removed, changed or obliterated.
- 9.8. If Bosch is prevented from the provision of work and/or services by the non-contractual provision of the Customers above-mentioned duties to cooperate and provide information, Bosch is not responsible for any resulting performance deficiencies (including any service credits / penalties). Any stipulated dates will be postponed under the above-defined conditions. The extension depends on the length of the delay of the non-contractual cooperation and other resulting temporal effects (e.g. taking account of a necessary start-up time).
- 9.9. The Customer shall reimburse to Bosch any expenses that Bosch incurs based on the Customer's non-compliance or delayed compliance with its duties under this section 9, unless this is beyond the Customer's control. In addition, the legal remedies and claims to which Bosch is legally entitled remains unaffected.
- 9.10. In case the Customer provides software to Bosch to integrate into the Work Results, the Customer hereby allows Bosch to analyze 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.

## **10. Technical support by the Customer**

- 10.1. The Customer is obligated to provide technical assistance at its expense, depending on the works and services, in particular to:
  - a) provide the necessary suitable auxiliary staff in the numbers and for the time required. Bosch does not assume any liability for such auxiliary staff. If a defect or damage is caused by an auxiliary employee due to instructions given by the head of the service deployment, then the provisions of sections 11 to 13 shall apply accordingly.
  - b) undertake all the earthwork, construction work, bedding and scaffolding work, including procuring the necessary building materials and auxiliary materials.
  - c) provide the item on which the service is to be performed in a cleaned and shut down state.
  - d) provide the necessary devices and heavy tools (e.g. lifting gear, compressors) and the necessary items and materials of use (e.g. scaffolding wood, wedges, underlays, cement, plaster and sealing material, lubricants, fuel, drive ropes and belts).
  - e) provide heating, lighting, power supply, water, including the necessary connections.
  - f) provide necessary, dry and lockable rooms for the service personnel and for the tools and equipment brought with the service personnel.



- g) transport any parts which have to be assembled to the service site, protect the parts and materials to be assembled or repaired against any kind of damaging influences and clean the assembly or repair site.
  - h) provide suitable burglar-proof rest rooms and working premises (with heating, lighting, washing and sanitary facilities) and first aid for the service personnel.
  - i) provide the materials and take all other action, in particular the safety precautions that are necessary to adjust the Customer's plant or machinery and, if applicable, for any testing if such testing is agreed under the respective contract.
  - j) provide and dispose of process media, cleaning cloths, oil binding agents, filter elements and packaging materials.
  - k) conduct safety measures to protect the service personnel.
- 10.2. The Customer's technical support must ensure that the service work can be commenced as soon as the service personnel arrives and can be performed without any delay through to acceptance by the Customer. Insofar as any special plans or instructions are required from Bosch, Bosch shall provide the Customer with them in good time.
- 10.3. If the Customer fails to comply with its obligations, Bosch has the right, but not the obligation, after having set a specific time limit, to undertake the action incumbent on the Customer himself in lieu of the Customer and at the Customer's expense. Bosch's statutory rights and claims shall remain unaffected in all other respects.
- 11. Material and Manufacturing Defects (*Sachmängel*) and Deficiencies In Title (*Rechtsmängel*) for Work and Rights of Third Parties**
- 11.1. For work (*Werkleistungen*), Bosch assumes a warranty for a period of 12 months, beginning on the date of acceptance, that the work is of the agreed quality (hereinafter referred to as "**Warranty Period**"). The warranty claims of the Customer become time-barred after the expiry of this Warranty Period. By way of derogation, the statutory Warranty Period applies if Bosch is liable based on section 13.1(i) to section 13.1 (iv) or based on section 13.1 (vi).. A guarantee is granted only if it has been expressly named as such in writing.
- 11.2. If the work proves to be defective as a result of a circumstance occurring prior to the transfer of risk, Bosch shall rectify such defects within a reasonable period during the Warranty Period (subsequent performance - *Nacherfüllung*). This shall be carried out at the option of Bosch either by rectifying the defect or by performing work/providing a service without defects. Instead Bosch may also point out an effective workaround to the Customer which allows to circumvent the defect, whereby the workaround option shall be exercised provided that this is reasonable for the Customer taking into account the effects of the defect and the circumstances of the circumventing solution pointed out.
- 11.3. The Customer must notify Bosch immediately in writing, if any material and/or manufacturing defect are identified indicating the nature, extent and effects of the defect. Replaced parts become property of Bosch. The limitation period does not start again after the subsequent performance.
- 11.4. Insofar as the Customer's complaint proves to be justified, Bosch shall bear the direct costs of the remedying of the defect or of the replacement delivery including its consignment, the costs of the removal and installation as well as the costs of any provision of the necessary fitters, service personnel and supporting personnel, including their travel expenses, if Bosch responsible for the defect and insofar as this does not result in a disproportionately high burden through analogous application of section 635 paragraph 3 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) is placed on Bosch as a result.
- 11.5. The Customer is only permitted to eliminate the defect itself or to have it eliminated by third parties and to demand from Bosch replacement of the requisite, reasonable expenses in urgent cases involving the endangerment of operational safety or for the purpose of preventing excessive damage, whereby Bosch shall be notified immediately and the measures shall be coordinated and agreed with it.
- 11.6. If the Customer moves the subject matter of the contract from the originally agreed installation site of the subject matter of contract to any other place, without any prior consultation and coordination with Bosch and without Bosch's prior written consent, in case of a remedying of a defect or of a replacement delivery, Bosch only has to bear such expenses and costs, in particular transport, travel, labour and material costs, which are necessary for the remedying of the defect or for the replacement delivery, and which would have also occurred, if the subject matter of the contract had remained at the originally agreed installation site. In this case, Bosch is authorized, to invoice the Customer the part of the expenses and costs for the remedying of such defect or of for such replacement delivery, which is higher comparing (i) the actual expenses and costs for the remedying of the defect of the subject matter of the contract or for the replacement delivery for the subject matter of the contract at the new installation site and (ii) the fictitious – lower – expenses and costs for the remedying of the defect of the subject matter of the contract or for the replacement delivery for the subject matter of the contract, that would have occurred, if the subject matter of the contract had remained at the originally agreed installation site.
- 11.7. The Customer is only permitted to eliminate the defect itself or to have it eliminated by third parties and to demand from Bosch replacement of the requisite, rea-

sonable expenses in urgent cases involving the endangerment of operational safety or for the purpose of preventing excessive damage, whereby Bosch shall be notified immediately and the measures shall be coordinated and agreed with it.

- 11.8. Within the framework of the statutory provisions, the Customer shall have the right to withdraw from the contract, if Bosch taking into account the statutory exceptions - allows a reasonable period of time set for Bosch for the remedying of a defect or for a replacement delivery on account of a material defect to elapse fruitlessly or if repair or replacement due to a warranty case with regard to the same substantial defect has failed three times in succession. If the defect is insignificant, the Customer shall only be entitled to a right to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.
- 11.9. There is no case of warranty and no liability is assumed, especially in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear, improper rectification of defects by the Customer or a third party, faulty or negligent handling, improper maintenance, changes to the subject matter of the contract without Bosch's prior consent, if the defect is caused by parts, material or construction forms, which are provided by the Customer or third parties, or whose use has been prescribed by the Customer, in case of unsuitable operating materials, influences of climactic conditions on the subject matter of the contract; defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as Bosch is not responsible for them.
- 11.10. In case of a breach of duty other than relating to a defect, the Customer may only withdraw or terminate the Contract in accordance with statutory provisions, if Bosch is responsible for the breach of duty.
- 11.11. Claims for defects shall become statute-barred two years after acceptance (*Abnahme*) of the work, unless mandatory law provides for a longer period of limitation.
- 11.12. As stated in the provisions below, Bosch warrants during the Warranty Period that the work or the Work Results do not infringe Intellectual Property Rights of third parties (as defined in section 12.1) at the time when the risk passes.
- 11.13. Bosch's obligation to pay compensation for damages due to material and manufacturing defects (*Sachmängel*) and deficiencies in title (*Rechtsmängel*) is otherwise governed by section 13. Any further claims of the Customer or claims other than those regulated in this section 11 due to material and manufacturing defects (*Sachmängel*) and deficiencies in title (*Rechtsmängel*) are excluded.

## 12. Intellectual Property Rights and Copyrights

- 12.1. Bosch shall not be liable for claims arising from the infringement of intellectual property rights of third parties (hereinafter referred to as "**Intellectual Property Rights**"), if the Customer or companies in which the Customer directly or indirectly holds a majority of the capital or voting rights have or had the Intellectual Property Right or the right to use.
- 12.2. Bosch shall only be liable for claims arising from the infringement of Intellectual Property Rights, if at least one Intellectual Property Right of the same Intellectual Property Rights family has been published either by the European Patent Office or by one of the Patent Offices in Federal Republic of Germany, France, the U.K., Austria or the U.S.A..
- 12.3. The Customer shall notify Bosch immediately of any (alleged) infringements of Intellectual Property Rights that become known or of any risks in this respect and give Bosch the opportunity to jointly oppose such claims. At Bosch's request, the Customer shall – as far as possible and permissible – allow Bosch to conduct legal proceedings (including non-judicial procedures).
- 12.4. At Bosch's discretion, Bosch is entitled (i) to obtain on the Customer's behalf a license for the subject matter of the contract, which (allegedly) infringes an Intellectual Property Right or (ii) to modify such subject matter of the contract in such a way that it no longer infringes the Intellectual Property Right or (iii) to replace it with a similar product which no longer infringes the Intellectual Property Right. Bosch reserves the right to take the measures in section 12.4 sentence 1 at Bosch's choice even if the infringement of the Intellectual Property Right has not yet been legally established or acknowledged by Bosch.
- 12.5. If the Customer is ordered to desist from using the subject matter of the contract or a part thereof by means of either (i) the non-appealable decision of a court of law or (ii) being served with a temporary injunction, Bosch shall at its own discretion either procure the Customer the right to continue using the subject matter of the contract, replace or modify the subject matter of the contract so as to remove the infringement while retaining the agreed functionalities, or, (iii) if the two abovementioned alternatives under (i) or (ii) prove impossible or unreasonably onerous for Bosch to achieve, to terminate the Customer's rights to the affected subject matter of the contract in writing and reimburse the value of the affected subject matter of the contract while taking into account a 3-year usage life for such affected subject matter of the Contract (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the Customer, the cancellation of the contract shall be limited to the extent required to prevent the infringement. The Customer shall have a right of recourse against Bosch only to the extent that the Customer has not entered into any agreements with its own customers that go beyond the statutory warranty claims, e.g. goodwill agreements.

- 12.6. If and as far as it is not possible for Bosch under reasonable conditions or within a reasonable period of time to replace or modify the subject matter of the contract so as to remove the infringement while retaining the agreed functionalities, the rights and obligations under section 12.5 apply accordingly.
- 12.7. Any claims of the Customer shall be excluded (i) to the extent that the Customer is responsible for or has caused the infringement of Intellectual Property Rights, (ii) if the Customer does not reasonably support Bosch in the defense against claims asserted by third parties, (iii) if the subject matter of the contract has been manufactured in accordance with the specifications, design, data or with material or instructions of the Customer, (iv) if the infringement of Intellectual Property Rights results from use in combination with another product (including other software of the Customer or of any third party) not stemming from Bosch or released by Bosch, (v) if the subject matter of the contract is not used in accordance with the contract, (vi) if the subject matter of the Contract is used in a manner, which could not have foreseen by Bosch or (vii) if the subject matter of the contract was amended by the Customer or a third party. In this case, the Customer exempts, holds Bosch harmless and releases Bosch from any and all liability arising from third party claims.
- 12.8. The Customer's claims for damages and reimbursement of expenses shall exist in the case of Intellectual Property Right infringements only in accordance with the provisions of section 13. Section 11.11 and section 13.4 shall apply accordingly to the limitations for claims based on infringements of Intellectual Property Rights. Any further claims of the Customer due to the infringement of Intellectual Property Rights other than those regulated in this section 12 are excluded.

### 13. Liability

- 13.1. Bosch shall be liable in accordance with the statutory provisions for damages and compensation for futile expenses within the meaning of section 284 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) (hereinafter referred to as "**Damages**") (i) in the event of negligent or intentional injury to life or limb or impairment to the health of a person, (ii) for Damages due to mandatory liability under the Product Liability Act, (iii) for Damages caused maliciously or with intent, (iv) for Damages caused by gross negligence of the legal representatives or executive employees of Bosch, (v) to the extent of a quality guarantee, durability guarantee or any other guarantee (*Garantie*) assumed by Bosch, (vi) due to any other statutory mandatory liability provision.
- 13.2. Without prejudice to any liability under section 13.1, Bosch's liability for Damages shall be limited to the level of damage foreseeable in contracts of this kind in the case of Damages resulting from an ordinarily negligent breach of fundamental contractual obligations as well as in the case of damage caused due to gross negligence by Bosch's ordinary vicarious agents. Fundamental obligations refer to obligations whose fulfillment is integral to the proper performance of the Contract and on the observance of which the Customer is entitled to depend. For liability under this section 13.2, the Parties agree – with due regard to the type and scope of works and / or services to be performed under this agreement – to a liability cap of Damages amounting to the net order value of such subject matter of the Contract or to a maximum total Damages of EUR 100,000.00, whichever is the lower. Except where there are explicit provisions to the contrary in these Terms and Conditions for Works and Services, Bosch shall bear no liability beyond that defined above.
- 13.3. The Customer is obligated to mitigate its losses or Damages as far as possible and to avoid further losses or Damages.
- 13.4. Contractual and non-contractual claims of the Customer for Damages based on a defect in the goods delivered or services rendered under the Contract shall become statute-barred two years after delivery, unless statutory law mandatorily provides for a longer period of limitation. In the cases according to section 13.1(i) to section 13.1 (iv) or according to section 13.1(vi), the claims of the Customer for Damages shall become statute-barred in accordance with statutory provisions.
- 13.5. Bosch's strict liability (which means liability without fault – *verschuldensunabhängige Schadenersatzhaftung*) is excluded for defects, which already existed when the Contract was concluded.
- 13.6. Contributory negligence on the part of the Customer must be taken into account.
- 13.7. Bosch is not liable for taxes, other levies and resulting damages for which the Customer is the taxpayer.
- 13.8. Any further liability for damages beyond that provided for in section 13 is excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for Damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage in accordance with section 823 German Civil Code (*Bürgerliches Gesetzbuch – BGB*).
- 13.9. Insofar as the liability for Damages against Bosch is excluded, this shall also apply with regard to the personal liability for Damages against Bosch's managing directors, employees, workers, staff, representatives and vicarious agents and their employees. The above provisions shall also apply for indemnity obligations (*Freistellungsverpflichtungen*).

### 14. Retention of Title

- 14.1. If Bosch transfers ownership and title during the course of the contract, Bosch reserves ownership and title to all delivery items until receipt of all payments,



including payments in respect of any additional services and until all claims to which Bosch is and will be entitled under the business relationship have been fulfilled in full. –(hereinafter "**Reserved Property**").

- 14.2. Insofar as maintenance and inspection work is required on the Reserved Property, the Customer shall carry this out in good time at his own expense.
- 14.3. The Customer shall take such measures as are necessary to protect Bosch's ownership and title to the Reserved Property. If retentions of title are not effective in a foreign country, the Customer is obligated to cooperate in all measures, in particular to make all declarations required on his part to provide Bosch with security equivalent to a retention of title for the Reserved Property.
- 14.4. Bosch is entitled to insure the delivery item at the Customer's expense of the customer against theft, breakage, fire, water and other damage, unless the Customer has provided evidence that he has taken insurance cover.
- 14.5. The Customer shall be entitled to process or combine Bosch's Reserved Property in the course of his normal business operations. Bosch shall acquire co-ownership of the products resulting from the processing or combination in order to secure Bosch's claims as set out in section 14.1, which the Customer hereby assigns to Bosch; they shall also become Bosch's Reserved Property. The Customer shall store the Reserved Property free of charge as a contractual accessory obligation. The amount of Bosch's co-property share is determined by the ratio of the value of Bosch's deliveries (calculated according to the final invoice amount including VAT) to the value of the products resulting from the processing or combination at the time of processing or combination.
- 14.6. The Customer is not permitted to sell, pledge or provide as a security the delivery item. In the event of seizure, confiscation or other dispositions by third parties, he must inform Bosch immediately thereof.
- 14.7. An application for the opening of insolvency proceedings affecting the Customer or if it is unclear to Bosch whether the Customer is or will be able to perform the contract due to the fact that the Customer has not only temporarily suspended its payments, this entitles Bosch to withdraw from the contract and to demand the immediate return of the delivery item.
- 14.8. If the value of the securities existing for Bosch exceeds Bosch's receivables by a total of more than 10%, Bosch shall release securities of Bosch's choice at Customer's request.
- 14.9. Bosch is authorized to refuse to continue further works and services and, in case that Bosch has already delivered the delivery item, Bosch is authorized to take back the delivery item and the Customer is obligated to surrender the delivery item. If the Customer acts in

breach of contract, in particular if he fails to pay the due remuneration, Bosch is authorized to refuse to continue further works and services and to withdraw from the Contract in accordance with the statutory provisions and/or, in case that Bosch has already delivered the delivery item, to demand the return of the deliveries on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; Bosch is rather entitled to demand only the return of the deliveries and reserve the right to withdraw from the Contract. If the Customer does not pay the due remuneration, Bosch may only assert these rights if Bosch has previously set the Customer a reasonable deadline for payment without success or if such setting of a deadline is dispensable according to the statutory provisions.

- 14.10. On the grounds of the reservation of title, Bosch can demand surrender of the delivery item only if a Party has withdrawn from the contract.

## 15. Confidentiality

- 15.1. "**Confidential Information**" as used in these Terms means any and all knowledge and any and all information, e. g. including but not limited to information about operational processes, business relations; know-how and Trade Secrets ("**Trade Secret**" is any information according to section 2 No. 1 of the German Trade Secret Act [*Geschäftsgeheimnisschutzgesetz – GeschGehG*]), that can be communicated, as well as all documentary material, samples and software, regardless of their physical form or nature and characteristics, which are disclosed or made available by one Party to the other in connection with the contract which is based on these Terms, regardless of being marked as confidential or not. Confidential Information includes information explicitly marked as confidential by the Party communicating the information and information where the confidentiality thereof derives from the circumstances of its provision.
- 15.2. For the duration of the contractual relationship and for a period of 5 years after its termination, each Party undertakes to use all Confidential Information which was or will be received from the notifying Party under the contractual relationship only for the purposes of the intended cooperation and to keep it secret. The receiving Party will, for whatever reason, i.e. not use the Confidential Information, not to disclose it or make it available to third parties, either directly or indirectly, orally or in writing or in any other way, unless it has received the prior express written consent of the notifying Party. Affiliated companies within the meaning of section 15 et seqq. German Stock Corporation Act (*Aktiengesetz*) as well as Bosch's subcontractors, who were obligated to maintain the relevant confidentiality, are not considered as third parties in the meaning of this provision.
- 15.3. To safeguard the Confidential Information, the Customer must apply the same degree of care (although never less than a reasonable degree) as it applies to

its own confidential information of similar importance.

15.4. The obligations under sections 15.1 to 15.3 do not apply or lapses for such information or parts thereof with respect to which the Party receiving the information proves that

- a) it was lawfully known to that Party or was generally accessible prior to the point in time of receipt or became known to that Party from a third party after the point in time of receipt in a lawful manner and without any confidentiality obligation;
- b) it was already known to the general public or was generally accessible prior to the date of receipt; or
- c) it became known to the general public or became generally accessible to the public after the date of receipt without the Party receiving the information being responsible for this; or
- d) the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party; or
- e) that the Customer generates of its own accord; or
- f) that must be disclosed by act of law.

15.5. The Customer does not have the right to act as a representative or commercial partner of Bosch. Without the prior consent of Bosch, Customer is not entitled to use Confidential Information on envisaged or existing contractual cooperation for reference or marketing purposes.

15.6. Bosch is entitled to include the Customer's name and its company logo in its list of references and to present this list to third parties and to publish the list for advertising purposes. The Customer may object to such use at any time with effect for the future. However, Bosch is not obliged to recall or change advertising already published at the time when the Customer objected to such use.

15.7. Subject to section 7.7, the Customer is not authorized to process, change, reverse engineer (hereinafter referred to as "**Reverse Engineering**", which has the meaning as in the EU directive 2016/943), decompile or disassemble the subject matter of the contract including the program code of any Standard Software or of any Individual Software, as the case may be, or parts thereof and / or of any provided Confidential Information or of parts thereof, or to otherwise establish the source code of the Standard Software or of the Individual Software or to produce derivative works of the Standard Software or of the Individual Software without the prior consent of Bosch, whereby mandatory statutory copyright powers of the Customer according to Articles 5 and 6 of the EU Directive 2009/24/EC and their implementation into German law (exceptions to the restricted acts and decompilation) remain unaffected. The Party providing the Confidential Information reserves all rights (including copyrights and the right to apply for industrial property rights such as pa-

tents, utility models, topography rights, etc.). The Customer may only engage third parties to conduct the measures in compliance with section 15.7 which are not competitors of Bosch, unless the Customer proves that the risk of divulging Confidential Information according to this section 15 (especially function and design of the Standard Software or of the Individual Software) of Bosch.

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

15.9. For personal data, each Party shall comply with the regulations on statutory data protection and shall take the necessary technical and organizational protective measures, for example against unauthorized access, unauthorized modification or disclosure.

## 16. Termination

16.1. As far as services are agreed and no fixed duration is appointed, the contract may be terminated by either party with a notice period of three months to the end of a calendar quarter. The termination right according to section 627 of the German Civil Code (*Bürgerliches Gesetzbuch -BGB*) is excluded.

16.2. If the Customer terminates the contract according to section 649 BGB as far as work performance is agreed, Bosch can choose between his rights according to section 649 BGB or instead, for his expenses and loss of profit, in addition to his remuneration for the already provided performance, a lump sum of 50% of the remuneration of the not yet provided performance at the time of termination. It will be reserved for the Customer to prove that Bosch's entitlement according to section 649 BGB is lower.

16.3. If the Customer breaches the contract, especially in case of delayed payment, Bosch is entitled, notwithstanding any other contractual or statutory rights, to terminate the contract after a reasonable period of grace without any notice.

16.4. The termination has to be in writing.

## 17. Export Control and Customs

17.1. In this Section 17, the following terms shall have the meaning defined below:

17.1.1 "**Embargoed Items**" are all Items listed in the Annexes to Regulation (EU) No. 833/2014, Regulation (EU) No. 765/2006 and/or Annex I to Regulation

(EU) No. 2021/821, in each case, as amended from time to time. Excluded are those Items for which only the purchase, import or transfer into the European Union is prohibited.

- 17.1.2 **"Export Control Regulations"** means all worldwide export control, embargo and sanctions regulations applicable to the contract and its subject matter, in each case as amended from time to time.
- 17.1.3 **"Intellectual Property Rights"** are all intellectual property rights worldwide, including trade secrets and know-how, e.g. patents, trademarks, design rights, utility models and copyrights (including rights to use copyrights). The term also includes applications for such rights and rights to such rights (e.g. rights arising from inventions). It also includes any material or information protected by means of intellectual property rights or constituting trade secrets.
- 17.1.4 **"Items"** are all items, software and technology.
- 17.1.5 **"Licensed IP"** means all Intellectual Property Rights to which Licenses are granted under the contract.
- 17.1.6 **"Licenses"** are all licenses and other rights to use Intellectual Property Rights, including sublicenses and other derived rights of use, and including rights to access or reuse any material or information protected by means of Intellectual Property Rights or constituting trade secrets. The Customer of the rights is also referred to as the **"Licensee"** and the other Party as the **"Licensor"**.
- 17.1.7 **"Military Items"** are Items that are listed in the Common Military List of the European Union and/or Annex 1 (Export List – Ausfuhrliste) of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsgesetz), in each case as amended from time to time.
- 17.2 **Compliance with Export Control Regulations; Liability**
- 17.2.1 The Parties shall comply with all Export Control Regulations applicable to the contract and its subject matter. They shall assist each other in the fulfillment of their respective obligations under Export Control Regulations in connection with the contract.
- 17.2.2 Each Party shall be entitled to refuse to fulfill the contract if Export Control Regulations render its performance impossible or prohibit it. In this case the Parties shall cooperate in order to adjust the contract accordingly. If such an adjustment of the contract is not successful, either Party shall be entitled to withdraw from it in its entirety if Export Control Regulations render its performance completely impossible or prohibit it completely. If Export Control Regulations render the performance of the contract only partially impossible or partially prohibit it, each Party shall only be entitled to a partial withdrawal to the extent of the impossibility or prohibition, unless (i) such partial performance is excluded for technical or legal reasons, or (ii) the legitimate interests of one Party in complete withdrawal outweigh the interests of the other Party in only partial withdrawal. In these cases, only a complete withdrawal from the contract is possible. In-

sofar as future amendments to Export Control Regulations that come into force prior to performance of the contract provide for relaxation, the Parties shall discuss whether and, if so, to what extent the contract should be adjusted.

- 17.2.3 Neither Party shall be liable to the other Party for any damages incurred by the other Party due to compliance with Export Control Regulations, including damages due to delays in complying with permit requirements and the refusal of necessary permits. This shall not apply if and to the extent that such damages are based on intentional or negligent acts of the respective Party or its vicarious agents, namely the intentional or negligent failure to obtain a required permit or the improper conduct of permit procedures.
- 17.3 **Regulations on non-proliferation and embargoes**
- 17.3.1 Insofar as the Customer is supplied with goods or technology from Bosch that fall under the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) No. 765/2006 as amended, the following shall apply:
- 17.3.1.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No. 765/2006, as amended from time to time.
- 17.3.1.2 The Customer shall undertake its best efforts to ensure that the purpose of Section 17.3.1.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 17.3.1.3 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 Section 17.3.1.1.
- 17.3.1.4 If the Customer breaches Sections 17.3.1.1, 17.3.1.2 or 17.3.1.3, at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate the contract at any time, insofar as it has 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 the contract for cause shall not be affected by this.
- 17.3.1.5 The Customer shall immediately inform Bosch about any problems in applying 17.3.1.1, 17.3.1.2 or 17.3.1.3, including any relevant activities by third parties that could frustrate the purpose of Section 17.3.1.1. The Customer shall make available to Bosch information concerning compliance with the obligations under Sections 17.3.1.1, 17.3.1.2 or 17.3.1.3 within two weeks of the simple request of such information.

17.3.2 Insofar as the Customer receives Licensed IP from Bosch, the following shall apply:

17.3.2.1 The Licensee undertakes

- a) not to use the Licensed IP in connection with (i) the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, (ii) the development, production, maintenance or storage of missiles for such weapons, or (iii) the development, production or maintenance of Military Items;
- b) not to use the Licensed IP directly or indirectly (i) in Russia or in Belarus in connection with Embargoed Items, including for their provision, manufacture, maintenance or use of Embargoed Items for or in Russia or Belarus, and/or (ii) to grant Licenses to the Licensed IP to any natural or legal person, entity or body in Russia or Belarus;
- c) not to re-export the Licensed IP, to the extent that an export is at all possible due to the nature of the Licensed IP, to Russia or Belarus and not to re-export it to any other country for use in Russia or Belarus; and
- d) not to use the Licensed IP in connection with Embargoed Items, that are intended for sale, supply, transfer or export to Russia or Belarus, or for use in Russia or Belarus. This also applies if the Embargoed Items are only indirectly intended for this purpose, e.g. in the case of a sale or delivery to Russia or Belarus via third parties.

17.3.2.2 Insofar as the Licensee is entitled to grant sub-Licenses or to transfer the License, the Licensee shall impose contractual prohibitions corresponding to Section 17.3.2.1 and obligations corresponding to this Section 17.3.2.2 on its sublicensees and/or third parties to whom it transfers the License and shall enforce these in an appropriate and effective manner. The Licensee shall take such measures as are necessary to enable it to enforce these corresponding contractual prohibitions against third parties.

17.3.2.3 If the Licensee violates the above provisions of Section 17.3.2.1 or 17.3.2.2, the Licensor shall have the right to terminate the contract with immediate effect.

17.3.2.4 The Licensee shall inform the Licensor immediately of any violations or issues that arise in the application of Section 17.3.2, including any actions by third parties that could jeopardise or frustrate the purpose of Section 17.3.2. The Licensee shall inform the Licensor at any time without undue delay about its compliance with its obligations under Section 17.3.2 and shall provide information that verifies the plausibility of such compliance, but in any event no later than two weeks after being requested to do so.

17.3.2.5 The Licenses granted under the contract are granted only to the extent and within the territorial scope permitted by Export Control Regulations.

If a change in Export Control Regulations results in a License granted under these Work and Services Terms becoming impermissible, such License shall automatically become temporarily ineffective to the extent and as long as it is impermissible under the applicable Export Control Regulation. In such case, the Licensee shall immediately cease using the affected Intellectual Property Rights, including materials or information.

17.4 The provisions of this Section 17 shall take precedence over the other provisions of these Work and Services Terms in the event of contradictions.

## 18. Force Majeure

18.1. Either Party has the right to discontinue performance of contractual obligations, insofar as such performance by the relevant Party is rendered impossible or made unreasonably difficult through no fault of that Party as a result of the following circumstances: fire, armed conflicts, war, general mobilization, insurrection, requisition, confiscation, embargo, all forms of disruptions in operations, difficulties in procuring material or energy, delay in transport, shortage of labour, energy or raw material, difficulties in obtaining official authorizations or official provisions, restrictions of deliveries and services caused by an epidemic or a pandemic, or the absence, not orderly or non-timely delivery by the subcontractors and delays caused by defective or delayed means of transport on account of the circumstances listed in this section 18, Bosch's right to discontinue contractual duties also applies to industrial action that affects Bosch or Bosch's suppliers or other circumstances that are beyond Bosch's control (hereinafter referred to as "**Force Majeure**").

18.2. 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.

18.3. 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.

18.4. A Party invoking Force Majeure shall inform the other Party in writing without undue delay of the occurrence and of the end of such circumstance. If there are disruptions in supply / other performance due to the

Force Majeure, this shall release Bosch of the service from its obligation to perform for the duration and extent to which the hindrance caused by Force Majeure prevails and all set deadlines and time periods will be extended accordingly, plus a reasonable restart period. If the Customer is hindered from performing its contractual obligations on account of Force Majeure, the Customer shall compensate Bosch for any costs incurred on securing and protecting the work.

18.5. Bosch is not liable for the impossibility of supply / other performance or for delays insofar as these were caused by Force Majeure.

18.6. Notwithstanding all effects defined in these Terms, either Party has the right to withdraw from the contract by providing notice in writing to the other Party, if the discontinuation of performance of the contract due to Force Majeure will last for longer than six months. In that case, Bosch shall be reimbursed with the costs incurred by Bosch up until such point in time (in particular the costs for materials, working hours, subcontracting).

## 19. Compliance

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

## 20. Data Use and Data Protection

20.1. In connection with the use of Bosch's services, personal data may be processed by Bosch.

20.2. Bosch shall provide the Customer with a pre-formulated contract text for an agreement on order processing according to the GDPR which may be necessary in this context. The Parties agree, if necessary, to conclude an agreement on order processing on the basis of this pre-formulated contract text.

## 21. Data Use and Data Protection with regard to software

21.1. Bosch shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created by the Customer in connection with the software, except for personal data, beyond the purpose of the contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.

21.2. Insofar as personal data is processed, Bosch complies with the statutory data protection regulations. In this case, Bosch will provide the applicable data privacy statements from Bosch in individual cases considering the details relating to the data collected and the respective processing thereof on a case-by-case basis.

## 22. Applicable Law / Place of Jurisdiction

22.1. The law 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.

22.2. As far as legally permissible, the place of jurisdiction shall be Stuttgart, Germany (for local court proceedings, the local court in 70190 Stuttgart) or, at Bosch's discretion, the location of the place of business which executes the order, if the Customer,

- a) is a merchant; or
- b) is without general national place of jurisdiction in Germany; or
- c) after conclusion of the contract changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany or his place jurisdiction or place of residence is not known at the time the complaint is filed.

22.3. Bosch is also authorized at its discretion to take legal action against the Customer at a court with jurisdiction over the registered office or a branch of the Customer.

## 23. Severability clause

23.1. Amendments and additions to these Terms as well as any other contract concluded based on these Terms must be in writing (this is ensured by letter or email). This applies also to the amendment or revocation of this written form clause itself.

23.2. 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 not affect the validity and enforceability of the remaining provisions. Rather, the Parties undertake to replace 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**