

NEXEED AUTOMATION

General terms and conditions and License Terms



BOSCH

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These license terms elaborated below apply to the purchase by the customer of software from Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51, 70469 Stuttgart, Germany, www.bosch-connected-industry.com (here after "licensor"). The terms that apply to the free use of software for test purposes deviate from those set out here.

1. Software

1.1. The object of these license terms is the concession of usage rights to the licensor's software defined in more detail in a separate document (here after "**software**"). This software consists of the executable program code and the corresponding documentation in electronic form. Unless otherwise stipulated in Section 1.2 or in a separate agreement in accordance with Section 4.7, the source code is not the object of the agreement.

1.2. The software contains open source software components. The customer shall be provided with an up-to-date list of the open source software components contained in the software and the applicable open source software license terms on request prior to conclusion of the agreement, at the latest, upon delivery of the software. The customer has the right to use the open source software components to the extent described in Section 2 of these license terms. Any use in excess of this (e.g. transfer of the open source software components to third parties, processing of the open source software components beyond the extent set forth in Section 2) is permissible if the customer accepts the open source software license terms and thereby acquires further rights directly from the respective licensor of the open source software components. In this case, the use of the open source software components is governed solely by the respective open source software license terms. The customer accepts that new versions of the software might contain other or additional open source software components and that the open source software license terms 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 software or at the time of subsequent deliveries of the open source software compo-

nents contained in the software and the applicable open source software license terms. If the open source software license terms of the open source software components contained in the software 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 open source software license terms upon customer's request.

1.3. Insofar as software products from third party providers are also supplied along with the software, they should exclusively be used in conjunction with the software.

1.4. The licensor is entitled to technically secure the software against unauthorized usage, e.g. by blocking programs. The customer must not remove or circumvent such protective measures. To activate the software following installation and when changes are made to the software and hardware environment, it may be necessary to apply for a license key.

2. Usage rights

2.1. Upon payment in full of the license remuneration as defined in Section 3, the customer shall receive the non-exclusive right to use the software in accordance with the respective license model and the following provisions; this right shall be unlimited in time. Permissible usage comprises installation of the software, loading it onto a computer's internal memory, and use by the customer for its intended purpose. The software must be used only for the agreed purposes and only in compliance with the specifications in the documentation and within the scope agreed under the respective license model. Usage shall be per-

mitted only in those countries for which a usage agreement exists. Unless otherwise specifically agreed, this shall be the country in which the customer has its registered office.

2.2. The customer must use the software only for the purposes of transacting its own business and that of companies that are associated with it as defined in § 15 of the German Stock Corporation Act (Aktiengesetz) (here after "group companies"). In particular, the following are permitted only following the prior written approval of the licensor: (i) operating a datacenter for third parties; (ii) temporarily making the software available to anyone other than group companies (e.g. as application service providing, software as a service, or a cloud service); or (iii) using the software to train people who are not employees of the customer or its group companies. All forms of commercial sublicensing are prohibited.

2.3. Duplicating the software is permitted only insofar as necessary for proper usage under the terms of the agreement. The customer is entitled to make the required amount of backup copies of the software in accordance with standard industry practice. Backup copies on portable data storage media should be marked as such and furnished with the copyright notice of the original data storage medium.

2.4. If the customer purchases software as a development license, then it must use this software exclusively for non-productive purposes (e.g. in test and development environments). In all other respects, the provisions of these license terms apply also to development licenses.

2.5. The customer is not entitled to sublicense the software or usage of the software without the prior written approval of the licensor.

2.6. The customer must not remodel the software unless such work is necessary to remove compatibility problems in how the software interacts with

other programs the customer needs and the licensor is either not willing or able to remove these problems in return for appropriate remuneration in line with standard market rates. In addition, the customer has the right to edit the components of the software that are linked to program libraries licensed under the GNU Lesser General Public License (LGPL Version 2.1) for the customer's internal use and to analyze and reengineer them for this purpose. With respect to components of the software that are linked to program libraries licensed under the GNU Lesser General Public License (LGPL Version 3), the customer has the right to analyze and reengineer them in order to edit the program libraries licensed under the LGPL Version 3 and to be able to rectify errors in the proprietary components. The information obtained through the aforementioned action and the edited proprietary components may not be disclosed.

2.7. The customer must not hire third parties who are competitors of the licensor to carry out the work specified in Section 2.6., unless the customer demonstrates that the risk of disclosure of important trade secrets belonging to the licensor (in particular concerning the functions and design of the software) is entirely ruled out.

2.8. Notwithstanding Section 2.6, decompilation of the software is permitted only when the preconditions specified in § 69 e Para.1 of the German Copyright Act (Urhebergesetz) are satisfied. The information obtained in this manner must not be used or circulated contrary to the provisions of § 69 e Para. 2 of the German Copyright Act.

2.9. Should, in the course of subsequent performance or maintenance, the licensor transfer new versions of the software to the customer that replace earlier versions, these new versions shall also be subject to the usage provisions laid down in these license terms. Following installation of the new software version, the rights of the customer to the previous version shall cease at the end of a transition phase lasting 3 months.

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2.10. The licensor shall retain all other rights to the software that have not been explicitly conceded, in particular the right to make amendments to the software, to market and sell the software, and/or to use the software for purposes other than those in pursuit of the customer's business activities; the licensor shall also retain all rights to the brand, the trade secrets, and other intellectual property of the software.

3. Remuneration for the license

3.1. In return for the transfer and use of the software in accordance with the scope of usage defined in Section 2 above, the customer shall pay the licensor the remuneration plus VAT agreed in a separate document or in the absence of such, that specified in the licensor's current valid pricelist. All invoices from the licensor must be paid without any deductions to a bank account specified by the licensor within 30 days of the receipt and due date of the invoice.

4. Delivery, transfers, deposits

4.1. Unless otherwise agreed, the software shall be delivered in the version that is current at the time of delivery. The delivery of the software and transfer of risk shall be effected at the licensor's choice either over a common data storage medium via a dispatcher to the customer or else by providing the software as a download and conveying the information required for the download. If the software or the data storage medium is damaged or destroyed after the transfer of risk, the licensor shall supply a replacement in return for the customer refunding the copying and delivery costs. Sentences 1 and 2 of this Section 4.1 apply mutatis mutandis for deliveries undertaken in the context of subsequent performance.

4.2. The customer shall be permitted to cede the software to a third party only by transferring the entirety of the software as a single unit and completely and definitively relinquishing its own usage of the software and where the conditions set out in Section 4.3 below are satisfied (here

after "transfer").

4.3. Transferring the software requires the written approval of the licensor, who shall grant such approval when (i) the customer assures the licensor in writing that the customer has handed over all original copies of the software to the third party and deleted all copies that the customer itself had made, and (ii) the third party has declared its consent to the licensor in writing to be bound by the conditions of usage and transfer agreed here.

4.4. If the customer purchases the software as a download, it shall be entitled to copy the software onto a data storage medium for the purpose of a transfer.

4.5. If the customer (i) supplies data storage media, harddrives or other hardware on which software is saved (whether fully or partially, unchanged or adapted) to third parties in circumstances that do not amount to a transfer or (ii) cedes direct ownership of the abovementioned items, then the customer shall ensure that the software saved on the items in question is completely and permanently deleted first.

4.6. If the customer's usage right ceases (e.g. by means of withdrawal from the contract or delivery of a replacement product), the customer shall delete all copies of the software (in the case of a replacement, only the previous software versions) and shall confirm this deletion to the licensor in writing on request.

4.7. Insofar as entitled to do so, the licensor shall deposit the source code of the software at an external depository at the explicit request of the customer. The costs this entails shall be borne by the customer. Insofar as they exist, the framework conditions agreed between the licensor and the deposit institution shall apply to the deposit; otherwise, the conditions separately agreed by the parties and the deposit institution shall apply.

5. The customer's cooperation and information obligations

5.1. The customer shall bear the risk for the software meeting its expectations and needs; if in doubt on any point, the customer should seek advice or clarification from the licensor or third parties with professional expertise before signing the agreement.

5.2. Setting up a hardware and software environment for the software of adequate size and dimensions is the sole responsibility of the customer. The customer shall thoroughly test the software before use to ensure it is free from defects and works properly in the existing hardware and software configuration. This applies also to software that the customer receives within the framework of warranty and maintenance. The customer undertakes to check the results generated with the software prior to actual use and to promptly notify the licensor of any possible faults in the software. The customer must supply all necessary information in this regard at the licensor's request.

5.3. The customer shall observe the instructions provided by the licensor regarding operation of the software; moreover, the customer shall keep abreast of current instructions and notices by visiting the licensor's website at regular intervals and take this information into account during operation.

5.4. The customer shall give the licensor access to the software for the purpose of finding and correcting errors; this can occur directly and/or via remote access at the licensor's discretion.

5.5. The licensor is entitled to verify whether the software is being used in compliance with the usage rights granted to the customer. For this purpose, the licensor shall be permitted to demand information from the customer, in particular concerning the period and scope of usage of the software, as well as being further entitled to inspect the customer's books and records,

hardware and software insofar as they yield information about the period and scope of usage of the software. For this purpose, the licensor must be granted access to the customer's business premises during normal working hours following notice of at least 2 weeks. The customer shall make all reasonable efforts to ensure that the audit by the licensor can take place and will cooperate with the audit. The licensor shall use all information it becomes aware of during the audit exclusively for the purposes of verifying that the license is being used in the proper, agreed, legal manner.

The customer is entitled to require that the audit be carried out on site by a representative of the licensor who is bound to professional confidentiality. The costs of the audit shall be borne by the licensor, unless the audit determines that the customer is using or has used the software beyond the agreed scope (license does not cover actual usage). In this case, the customer shall bear the costs of the audit. In the case of the license not covering actual usage, the customer shall be further required to purchase the missing rights on the basis of the list prices for comparable services that are generally valid at the time of the audit plus liquidated damages of 10% of the value of the lacking coverage.

5.6. The customer shall make appropriate provisions for the eventuality of the software not working properly either in part or in full (e.g. by means of daily data backups, fault diagnosis, regularly checking data processing results, etc.). Unless the customer explicitly states otherwise in advance, the licensor shall be entitled to assume that all customer data it can come into contact with is backed up.

5.7. Markings on the software – in particular copyright notices, trademarks, serial numbers, etc. – must not be removed, altered, or rendered indecipherable.

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5.8. The customer is responsible for installing the software. At the customer's request, the licensor can carry out the installation in return for a fee to be separately agreed.

5.9. The customer shall absorb the costs of all disadvantages and extra charges that accrue to the licensor or as a result of the customer breaching the above cooperation and information obligations.

6. Warranty

6.1. With respect to the properties and specifications of the software, only the description of the software provided by the licensor prior to conclusion of the agreement or agreed in a separate document (e.g. in the software documentation) shall be binding. The details contained therein should be understood exclusively as specifications of services and not as guarantees.

A warranty shall be allowed only when it has been explicitly designated as such in writing. The licensor shall not owe performance of specifications that go beyond this, and in particular such a performance obligation shall not arise from public statements or advertisements issued by the licensor or its sales partners. Upon purchase of the software by the customer, the licensor shall provide a warranty for a period of 12 months starting from the date of delivery (hereafter "warranty period") that the software will have the agreed properties and specifications, in derogation of the foregoing the statutory warranty period shall apply if licensor is liable pursuant to Section 7.1. Warranty claims on the part of the customer shall expire at the end of this warranty period.

6.2. Any defects in the software arising during the warranty period shall be remedied by the licensor within a reasonable period of time (subsequent performance). It shall be at the licensor's discretion whether the problem be resolved by means of correcting the defect or supplying a defect-free replacement item or pointing out an effective workaround to the customer, whereby the latter opti-

on shall be exercised only insofar as the customer deems it acceptable in light of the effects of the defect and the level of inconvenience presented by the workaround solution. The customer shall be authorized at its own discretion to reduce the remuneration or to withdraw from the contract if the subsequent performance fails twice. No right of withdrawal shall apply in the case of minor defects. For claims relating to fault-based material defects, Section 7 shall additionally apply.

7. Liability

7.1. In accordance with the provisions of law, the licensor shall be liable for damages in the following cases: damage to persons; damage governed by the German Product Liability Act (Produkthaftungsgesetz); damage caused by fraudulent behavior or with intent on the part of the licensor; and damage caused by gross negligence on the part of the licensor's legal representatives or executive staff.

7.2. Without prejudice to the liability defined in Section 7.1., the licensor's liability for damages shall be limited to the level of damage foreseeable in contracts of this kind in the case of damage resulting from an ordinarily negligent breach of fundamental contractual obligations as well as in the case of damage caused due to gross negligence by the licensor's ordinary vicarious agents. Fundamental obligations refer to obligations whose fulfillment is integral to the proper performance of the agreement and on the observance of which the customer is entitled to depend. For liability under this Section 7.2, the parties agree – with due regard to the type and scope of services to be performed under this agreement – to a liability cap per incident of damages amounting to EUR 100,000.00 and a maximum total damages of EUR 200,000.00 per calendar year. Except where there are explicit provisions to the contrary in these license terms, the licensor shall bear no liability beyond that defined above.

7.3. Contributory negligence on the part of the customer must be taken into account.

7.4. The above limitations on liability apply also to the personal liability of the licensor's employees, representatives, and/or organs. The provisions set out above apply also to the liability of the licensor with respect to compensation for wasted expenditure and indemnity obligations.

8. Third-party rights

8.1. The licensor guarantees for the period of the warranty in accordance with the following provisions that the software does not violate any third-party rights at the time of the transfer of risk:

a.) Should third parties assert a claim against the customer that their rights have been violated, the licensor shall exempt the customer from all resulting claims for damages that are legally established without further recourse by a court of law and for which the licensor is responsible, including court costs and the legal defense costs refundable under the provisions of the German Code of Civil Procedure (Zivilprozessordnung). The licensor shall support the customer in the in-court and out-of-court settlement of such disputes with third parties.

b.) If the customer is ordered to desist from using the software 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, then the licensor shall at its own discretion either procure the customer the right to continue using the software, replace or modify the software so as to remove the infringement while retaining the agreed functionalities, or, if the two abovementioned alternatives prove impossible or unreasonably onerous for the licensor to achieve, cancel the customer's rights to the software in writing and reimburse the value of the software while taking into account a 3-year usage life for the software (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the customer, the cancellation shall be limited to the extent required to prevent the infringement.

8.2. The customer's claims under this Section 8 shall be subject to the proviso that (i) the customer promptly notifies the licensor about the assertion of claims by third parties; (ii) the customer furnishes the licensor with copies of all correspondence with the claimant and courts in this regard promptly after receiving the respective items of correspondence; (iii) the customer supplies the licensor with the information necessary to defend against the claim; and (iv) the sole right to conduct the case through the customer as well as the right to be the final arbiter on whether to conclude proposed in-court and out-of-court settlements remains with the licensor. In the event of the software violating third-party rights in the view of the licensor or a third party, the licensor shall be entitled at its own discretion, although with due regard for the interests of the customer, to replace or modify the software so as to remove the alleged or suspected infringement while retaining the agreed functionalities.

9. Referencelist

9.1. The licensor is entitled to include the customer – both its name and company logo – in its reference list and present this list to third parties and publish it for advertising purposes. However, the customer shall be entitled at any time to require that this usage stop in the future. This shall not, however, oblige the licensor to recall or modify advertisements that have already been published at the time the customer makes this demand.

10. Confidentiality

10.1. The customer undertakes to treat as confidential software (excluding the open source software components) and other materials that the licensor has marked as confidential or that should otherwise be deemed confidential (hereafter "confidential information") and not to make them available to third parties, except where necessary for the exercise of the rights accorded to the customer under these license terms. 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

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confidential information of similar importance.

10.2. The obligation to confidentiality defined in Section 10.1 does not apply to confidential information (a) that the customer already lawfully possessed before the licensor passed it on; (b) that is or becomes public knowledge without any breach of duty on the part of the customer; (c) that the customer has lawfully received from third parties without confidentiality restrictions; (d) that the licensor discloses to third parties without confidentiality restrictions; (e) that the customer generates of its own accord; (f) that must be disclosed by act of law; or (g) that the customer discloses with the prior written approval of the licensor.

11. Export controls

11.1. Should it transpire prior to delivery that fulfillment of the agreement on the part of the licensor is obstructed on account of national or international export control provisions, in particular embargos or other sanctions, the licensor shall be entitled to withdraw from the agreement. Delays due to export inspections or licensing procedures shall be deemed to obstruct observance of the delivery deadline unless the licensor is responsible for these delays.

11.2. The customer undertakes to furnish all information and documentation that is required for delivery purposes for the export or shipment of the software to be delivered under the agreement and which originate from within the orderer's ambit.

11.3. Where the customer passes on, transfers, or otherwise cedes the software to be delivered by the licensor under the agreement to third parties in this country or abroad, the customer must observe the applicable provisions of customs and (re-)export control law and obtain the authorizations and licenses required for this purpose.

11.4. The software to be delivered must not be

used for military purposes or in the service of nuclear technology.

12. General provisions

12.1. To the extent permitted by law, the exclusive place of jurisdiction for any legal disputes shall be Stuttgart, Germany.

12.2. These license terms as well as all agreements between the licensor and the customer in this regard shall be subject to German law. It is hereby explicitly stipulated that the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

12.3. Should a provision be or become invalid, this shall not affect the validity or effectiveness of the other provisions. In such a case, the invalid provision should be replaced by a valid agreement that is as similar as possible to the commercial intention of the original, invalid provision.

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For use in legal transactions with entrepreneurs, public law legal entities and public law special funds.

1. General Provisions

1.1 Only the following Terms and Conditions shall govern our deliveries. Terms and conditions opposing or deviating from our Terms and Conditions shall not apply unless we have expressly approved the application thereof. The following conditions shall also apply if, notwithstanding our knowledge of terms and conditions of the customer opposing or deviating from our Terms and Conditions, we unconditionally perform delivery to the customer.

1.2 Oral agreements before or at the time when the contract was concluded shall require written confirmation by us to be effective.

1.3 If the customer fails to accept our quotation within two weeks of receipt thereof, we shall be entitled to cancel.

1.4 Cost estimates are not binding and subject to charge except as otherwise expressly agreed.

1.5 The customer may not return any goods to us unless we explicitly agreed to such return. Therefore going provision does not apply insofar as the customer has the right to revocation (§ 323 German Civil Code (BGB)) or to demand subsequent performance (§ 437 Nr. 1 BGB).

1.6 These Terms and Conditions shall also govern all future deliveries to the customer pending the entry into effect of our new terms and conditions of delivery.

2. Prices

2.1 Invoices shall be calculated on the basis of the list prices in effect on the date of delivery plus value-added tax. Value-added tax will not be charged only in those cases where the conditions have been met for export shipments to be exempted from such tax.

2.2 In the absence of any special agreement, prices shall be deemed to be FCA dispatch place at the delivering plant (Incoterms® 2010) excluding packaging.

2.3 We reserve the right to adjust our prices appropriately in the event of cost reductions or increases incurred after the contract has been entered into, in particular in case of wage cost changes, for instance due to collective bargaining agreements, or changes in the price of materials. Upon request we shall evidence such changes to the customer.

2.4 Spare parts and products which have been repaired shall be shipped against a reasonable flatrate charge for shipping and packaging plus the charge for the service rendered by us, except where this is covered by liability for defects.

3. Delivery, Delivery Dates, Default

3.1 The precondition for the commencement of and compliance with delivery dates agreed upon is that the collaboration duties shall have been performed by the customer, in particular the timely delivery of the entire materials, documentation, approvals, examinations and clearances to be provided by the customer and the compliance with payment terms agreed upon. If these preconditions are not duly met in good time, the delivery

dates shall be reasonably extended; this shall not apply if the supplier is solely responsible for the delay.

3.2 If non-compliance with the delivery date is due to force majeure or to other disturbances beyond our control e.g. war, terrorist attacks, import or export restrictions, including such disturbances affecting subcontractors, the delivery dates agreed upon shall be extended by the period of time of the disturbance. This also applies to industrial action affecting either us or our suppliers.

3.3 If we are in default with our delivery, the customer shall declare upon our request and within a reasonable period of time whether it insists upon performance of delivery or asserts its other statutory rights.

3.4 In case of delayed delivery, the customer may rescind the contract within the framework of statutory provisions only insofar as we are responsible for the delay.

3.5 Clause 9 applies to claims to damages by the customer on account of delayed delivery.

3.6 If a customer is in default of acceptance or if a customer culpably violates its collaboration duties, we have the right to demand compensation for the damage incurred by us in this respect including further additional expenditure in an amount of 0.5 % of the price of the products for delivery but not exceeding, on aggregate, 5 % of the price of the products for delivery. The contracting parties reserve the right to prove higher or lower costs of additional expenditure. The right to raise further claims on account of a delayed acceptance shall remain unaffected hereby.

3.7 Part shipments and corresponding invoices are admissible unless this is an unreasonable hardship for the customer.

4. Transfer of Risk

4.1 Delivery is effected FCA dispatch place at the delivering plant (Incoterms® 2010) except as expressly otherwise agreed.

4.2 At the customer's request and cost we shall insure shipments against customary transport risks.

5. Complaints and Notification of Defects

5.1 The customer must notify us in writing immediately, no later than 15 days after receipt of the goods, of any recognisable defects. Adhesive labels on the boxes, labels showing the contents and the control slips enclosed with the shipment shall be submitted to us together with the notification of the defect. Any other defects must be notified by the customer in writing immediately after discovery thereof.

5.2 The date of receipt by us of notification of a defect shall determine whether or not notification is in good time.

5.3 If the notification of a defect is unjustified we shall be entitled to demand compensation from the customer for any expenses we have incurred unless the customer can prove that it is not at fault regarding the unjustified notification of a defect.

5.4 Claims on account of defects shall be excluded if the notification of the defect is not received in good time.

6. Taking Delivery

The customer may not refuse to take delivery on account of minor defects.

7. Defects/Defects of Title

7.1 Claims on account of defects shall become time-barred after a period of 12 months. The foregoing provision shall not apply insofar as

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longer time bar periods are prescribed by statute pursuant to Section 438 para 1 (2) (building constructions and goods for building constructions), Section 479 para 1 (claim to recourse) and Section 634a (construction defects) German Civil Code [BGB].

7.2 The time bar period for defects commences upon delivery of the product (transfer of risk).

7.3 If a defect arises during the time bar period the cause of which already existed on the date of transfer of risk, we may effect subsequent performance at our discretion either by remedying the defect or delivering a defect-free product.

7.4 The time bar does not start to run again as a result of the subsequent performance.

7.5 If subsequent performance should be abortive, the customer may – without prejudice to any claims to damages – rescind the contract or reduce the amount of payment in accordance with statutory provisions.

7.6 Claims by the customer on account of expenditure required for the purpose of subsequent performance, in particular costs of transport, transportation, labour and materials, shall be governed by statutory provisions. They shall, however, be excluded insofar as such expenditure is increased due to the fact that the product delivered was subsequently taken to a place other than the branch operation of the customer unless such removal is in accordance with the designated use of the product.

7.7 Claims for subsequent performance do not exist in case of merely inconsiderable deviation from the quality agreed upon or in case of only minor impairment to the use of the product. Further rights shall remain unaffected hereby.

7.8 The following are not deemed to be defects:

– ordinary wear and tear;

– characteristics of the product and damage caused after the date of transfer of risk due to improper handling, storage or erection, non-compliance with installation or handling regulations or to excessive strain or use;

– characteristics of the product or damage caused by force majeure, special external circumstances not foreseen under the terms of the contract or due to the use of the product beyond normal use or the use provided for under the terms of the contract;

– non-reproducible software errors.

Claims on account of defects do not exist if the product is modified by third parties or due to the installation of parts manufactured by third parties unless the defect has no causal connection with the modification. We assume no liability for the quality of the product based on the design or choice of material insofar as the customer stipulated the design or material.

7.9 Claims to recourse against us by the customer shall only exist insofar as the customer has not reached any agreements with its customer which are more far-reaching than statutory claims on account of defects, for instance accommodation agreements.

7.10 Claims on account of defects including claims to recourse by the customer shall be excluded insofar as the customer has had the defect remedied by a specialised workshop/service station not authorised by us.

7.11 Clauses 7.3, 7.6, 7.7 shall not apply insofar as our product was proved to be sold by the customer or customer of the customer to a consumer without being processed or installed into another product.

7.12 Our obligation to pay damages and to compensate for abortive expenditure within the meaning of Section 284 BGB on account of defects shall be governed by clause 9 in all other

respects. Any further-reaching claims or claims by the customer on account of defects other than those covered by this clause 7 are excluded.

7.13 The provisions of this clause 7 shall apply mutatis mutandis to defects of title which are not constituted by the infringement of third party industrial property rights.

8. Industrial Property Rights and Copyright

8.1 We shall not be liable for claims arising from an infringement of third party intellectual or industrial property rights or copyright (herein after: industrial property right) if the industrial property right is or was owned by the customer or by an enterprise in which the customer holds, directly or indirectly, a majority of the shares or voting rights.

8.2 We shall not be liable for claims arising from an infringement of third party industrial property rights unless at least one industrial property right from the property right family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.

8.3 The customer must notify us immediately of (alleged) infringements of industrial property rights and of risks of infringement in this respect which become known and, at our request – insofar as possible – allow us to conduct the litigation (including non-judicial proceedings).

8.4 We are entitled, at our discretion, to obtain a right of use for a product infringing an industrial property right, to modify it so that it no longer infringes the industrial property right or to replace it by an equivalent substitute product which no longer infringes the industrial property right. If this is not possible subject to reasonable conditions or within a reasonable period of time, the customer shall – insofar as the customer allowed us to carry out a modification – be entitled to

the statutory rights of rescission. Subject to the aforementioned preconditions we too shall have a right of rescission. The ruling set forth in clause 7.9 shall apply accordingly. We reserve the right to carry out the action at our disposal under the terms of sentence one of this clause 8.4 even if the infringement of the industrial property right has not been ruled on by a court of law with res judicata effect or recognised by us.

8.5 Claims by the customer are excluded insofar as the customer is responsible for the infringement of the industrial property right or if the customer has not supported us to a reasonable extent in the defence against claims by third parties.

8.6 Claims by the customer are also excluded if the products were manufactured in accordance with the specifications or instructions of the customer or if the (alleged) infringement of the industrial property right ensues from the use in conjunction with another product not stemming from us or if the products are used in a manner which we were unable to foresee.

8.7 Our obligation to pay damages in case of infringements of industrial property rights is governed by clause 9 in all other respects.

8.8 Clauses 7.1 and 7.2 apply mutatis mutandis to the time bar for claims based on infringements of industrial property rights.

8.9 Further-reaching claims or claims other than those claims of the customer governed by this clause 8 on account of an infringement of third party industrial property rights are excluded.

9. Claims to Damages

9.1 We are liable to pay damages and compensation of abortive expenditure within the meaning of Section 284 BGB (hereinafter referred to as damages) on account of a violation of contractual and non-contractual obligations only in case of

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- a) intent or gross negligence,
- b) in case of negligent or deliberate fatal injury, physical injury or injury to health,
- c) on account of assuming a quality or durability guarantee,
- d) in case of a negligent or deliberate breach of material contractual duties,
- e) on account of compulsory statutory liability pursuant to the German Product Liability Act or
- f) on account of any other compulsory liability.

9.2 The damages for a breach of material contractual duties are, however, limited to foreseeable damage, typical for the type of contract, except in the event of intent or gross negligence or on account of fatal injury, physical injury or injury to health or on account of assuming a quality guarantee.

9.3 Liability for damages exceeding that provided for in clause 9 is excluded irrespective of the legal nature of the claim raised. This applies in particular to claims for damages arising from culpa in contrahendo (fault arising in conclusion of a contract), on account of other breaches of duty and to tort claims for compensation of property damage pursuant to Sec 823 BGB.

9.4 Insofar as liability for damages is excluded with respect to us, this also applies to the personal liability for damages of our employees, representatives and of persons engaged by us in performance of our obligations.

9.5 No change to the burden of proof to the detriment of the customer is connected with the aforementioned rulings.

10. Retention of Title

10.1 We retain title to the products delivered pending full performance of all claims to which we are entitled on the basis of the business relationship now and in future.

10.2 Insofar as maintenance and inspection work is required to the products to which we have retained title, the customer must conduct such work punctually at its own expense.

10.3 The customer is entitled to process our products or connect them with other products within the due course of the customer's business. By way of security for our claims set forth in clause 10.1 above we shall acquire joint ownership in the products created as a result of such processing or connection. The customer hereby transfers such joint ownership to us now already. As an ancillary contractual obligation the customer shall store free of charge the goods to which we have retained title. The amount of our joint ownership share shall be determined by the ratio between the value of our product (calculated in accordance with the final invoice amount including VAT) and the value of the product created by processing or connection at the time of such processing or connection.

10.4 The customer shall be entitled to sell the products in the normal course of business against cash payment or subject to retention of title. The customer assigns to us now already all claims in full together with all ancillary rights to which the customer is entitled from the further sale of our product, irrespective of whether our product has been further processed or not. The assigned claims act as security for our claims set forth in clause 10.1 above. The customer is entitled to collect the claims assigned. We may revoke the rights of the customer as set forth in this clause 10.4 if the customer fails to duly perform its payment obligations with respect to us, is in default of payment, suspends its payments or if the customer files for insolvency proceedings or similar proceedings to be instituted with respect to its assets for debt settlement. We may also revoke the rights of the customer pursuant to this clause 10.4 if the customer's asset position should deteriorate materially or threaten to deteriorate or if the customer is insolvent or overindebted.

10.5 At our request the customer shall advise us immediately in writing of the parties to whom the products to which we have retained title or joint title have been sold and of the claims to which the customer is entitled on the basis of such sale and shall issue to us deeds officially authenticated at the customer's expense relating to the assignment of the claims.

10.6 The customer is not entitled to effect any other disposals of the products to which we have retained title or joint title or of the claims assigned to us. The customer must notify us immediately of any attachments of or other impairments to the rights of products or claims belonging to us either in whole or in part. The customer shall bear the entire costs which have to be expended in order to cancel the attachment of our retained property or security by third parties and to recreate the product insofar as it is impossible to retrieve it from the third parties.

10.7 If the value of the security existing for us exceeds the amount of our claims by a total of over 10 %, we shall release security to this extent at our discretion at the customer's request.

11. Cancellation

11.1 In the event of the customer's acting in breach of contract, in particular in case of default of payment, we have the right, notwithstanding our other contractual and statutory rights, to withdraw from the contract after expiry of a reasonable extended deadline.

11.2 We have the right to withdraw from the contract without setting an extended deadline if the customer suspends its payments or if the customer files for insolvency proceedings or similar proceedings to be instituted with respect to its assets for debt settlement.

11.3 We are also entitled to withdraw from the contract without setting an extended deadline if:
a) the customer's asset position should deteriorate materially or threaten to deteriorate and, as a

result, the performance of a payment obligation to us is jeopardized, or

b) if the customer is insolvent or overindebted.

11.4 After declaration of such withdrawal, the customer shall immediately grant us or our agents access to the products to which we have retained title and surrender them. After respective notification in good time we may also otherwise market the products to which we have retained title in order to satisfy our due claims against the customer.

11.5 Statutory rights and claims shall not be restricted by the provisions contained in this clause 11.

12. Export Control Clause

12.1 Deliveries and services (contractual performance) shall be subject to the proviso that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The customer undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures render deadlines and delivery dates inapplicable. If necessary approvals are not granted or if the delivery and service are not capable of being approved, the contract shall be considered not concluded with respect to the parts affected.

12.2 We have the right to terminate the contract without notice if such termination is necessary for us in order to comply with national or international legal provisions.

12.3 In the event of termination pursuant to clause 12.2, the customer is excluded from raising a claim for any damage or other rights on account of the termination.

12.4 When passing on the products delivered by us (hardware and/or software and/or technology

General Terms and Conditions of Delivery

Last amended: 03.08.2018

and the respective documents, irrespective of the manner in which they are made available) and work and services performed by us (including technical support of all kinds) to third parties in Germany and abroad, the customer must comply with the respectively applicable provisions of national and international (re-) export control law.

13. Confidentiality

13.1 All of the business and technical information stemming from us (including characteristics which can be deduced from goods or software delivered and other knowledge or experience) shall be kept secret with respect to third parties if and as long as such information is not proven to be public knowledge or determined by us to be resold by the customer and it may only be made available to those persons within the customer's own operation who necessarily have to be included in the use thereof and who are also committed to secrecy; the information shall remain our exclusive property. Without our prior written consent such information may not be duplicated or commercially used. At our request all information stemming from us (including, if applicable, any copies or duplicates prepared) and goods made available on loan must be returned to us immediately in full or destroyed.

13.2 We reserve all rights to the information mentioned in clause 13.1 above (including copyright and the right to file applications for industrial property rights such as patents, utility models, semiconductor protection etc.).

14. Payment Terms

14.1 Except as otherwise agreed in writing, payment shall be effected within 30 days of the invoice date without any deductions whatsoever. We may also, however, make delivery conditional upon contemporaneous payment (for instance cash on delivery or bank direct debiting service) or on pre-payment.

14.2 We are entitled to offset payments made against the oldest claim due.

14.3 In case of delayed payment we are entitled to charge default interest at 8 percentage points above the base interest rate. The right to assert a claim on account of further damage is not excluded.

14.4 Payment by bill of exchange is only admissible following prior agreement with us. We only accept bills of exchange and cheques on account of performance and they shall not be deemed to constitute payment until honoured. The costs of redeeming a bill of exchange or cheque shall be borne by the customer.

14.5 If the customer is in arrears in payment we shall be entitled to demand immediate cash payment of all claims arising from the business relationship which are due and against which there is no defence. This right shall not be barred by a deferral of payment or by the acceptance of bills of exchange or cheques.

14.6 The customer shall only have the right to offset counterclaims insofar as the customer's counterclaims are undisputed, ruled with res judicata effect by a court of law or are ready for a decision after pending suit.

14.7 The customer shall only be entitled to withhold payments to the extent that its counterclaims are undisputed, ruled with res judicata effect by a court of law or are ready for a decision after pending suit.

15. Miscellaneous

15.1 If one of the provisions of these Terms and Conditions and the further contracts reached should be or become ineffective, this shall not affect the validity of the remainder of the Terms and Conditions. The contracting parties are obli-

ged to replace the ineffective provision by a ruling approximating most closely the economic success intended by the ineffective provision.

15.2 The courts of Stuttgart (with regard to local court matters the Amtsgericht (local court of Stuttgart) in 70190 Stuttgart) or, at our discretion, if the customer is

- a) a registered merchant or
- b) has no general domestic place of jurisdiction or
- c) has moved its domicile or normal place of abode abroad after entering into the contract or if its domicile or normal place of abode is unknown, the courts with jurisdiction at the registered office of the operating facility carrying out the order, shall have jurisdiction and venue. We are also entitled to take legal action at the court having jurisdiction at the registered office or a branch office of the customer.

15.3 All legal relationships between us and the customer shall be exclusively bound by and construed in accordance with the laws of the Federal Republic of Germany excluding the rules on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Robert Bosch Manufacturing Solutions GmbH

License Terms for Software Rental

Last amended: 11.09.2018

These License Terms apply to the provision of standard software of Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51, 70469 Stuttgart, Deutschland (hereinafter referred to as: "**Bosch**") to the customer (hereinafter referred to as: "**Customer**") for use for a limited time period subject to a remuneration.

1. Definitions

1.1. **Bugfix:** Error correction.

1.2. **Documentation:** All the information required to be able to work with the Software as intended.

1.3. **License Model:** Determines the scope and type of the Software use and the number of users, see Section 6.2.

1.4. **Service Description:** A description of the technical functionalities of the respective Software provided by the Bosch.

1.5. **Patch:** A correction supplied to close security gaps or remedy errors including add-ons of functions.

1.6. **Underlicensing:** Use of the Software in a manner exceeding the agreed scope and type of use agreed.

1.7. **Update:** A new version of the Software containing improvements to the program or new and/or changed functionalities.

1.8. **Upgrade:** Renewal of the Software version with considerably expanded function.

1.9. **Workaround:** A procedure circumventing a known malfunction of the Software.

2. Area of Application

2.1. Bosch provides the Software to Customer solely on the basis of these License Terms and the applicable attachments as pointed out herein.

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

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

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

3. Subject Matter of the License Terms

3.1. The subject matter of these License Terms is the granting of the rights of use to Bosch's Standard Software for a limited period of time subject to a remuneration (hereinafter referred to as: "Software").

3.2. The Software comprises the executable program code and the corresponding Documentation in electronic form. Subject to the provisions of Section 3.3, the source code does not form part of the subject matter of the contract.

3.3. The Software may contain Free and Open Source Software ("**FOSS**"). The FOSS in the Software is subject to FOSS license agreements ("**FOSS Licenses**"). Pursuant to these FOSS-Licenses, Bosch has to pass on to Customer their terms and conditions and Customer has to comply with these terms and conditions and fulfill respective obligations when using the FOSS in another way than merely installing and running it internally on machines, e.g. through further disposal of the Software, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to Customer, and in the event of Customer 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 (in some cases, the FOSS-License provides a direct license from the author/Bosch of the FOSS to the third party). For many FOSS-Licenses, Bosch itself can neither grant nor obtain these rights for Customer. Customer has to, either expressly, or implied by amendment or adaptation of the FOSS, accept and take responsibility for Customer's compliance with the applicable FOSS-Licenses. The Customer shall be provided with an up-to-date list of FOSS components contained in the Software and the applicable FOSS-Licenses upon delivery of the Software.

3.4. Insofar as software products of third party providers which are not covered by Section 3.3 are also provided together with the Software, such products may solely be used in connection with the Software. Special terms and conditions may apply in this respect, which the Customer will be advised of in an appropriate form.

3.5. Bosch has the right to take technical measures to protect the Software against any unauthorized use, e.g. by means of program locks. The Customer may not remove such protective mechanisms from the Software or work around them. It can be necessary to apply for a license key to activate the Software after installation and if the Software and/or hardware environment is changed.

4. Provision of Software, Place of Performance, Installation

4.1. Unless otherwise agreed and in accordance with the provisions below, the Software shall be delivered in the version which is current at the time of delivery.

4.2. Unless otherwise agreed, Bosch may choose to provide the Software either by dispatching to the Customer or by remote data transmission (e.g. download from the Internet or remote installation) and the transmission of information required for remote data transmission. In case of remote data transmission, the point of delivery and place of performance shall be the Internet nodes of the Bosch data center.

4.3. The precondition for the commencement of and compliance with the provision of the Software agreed is for the collaborative duties to have been performed by the Customer in accordance with Section 8.

4.4. Unless otherwise agreed, the Customer himself is responsible for the installation of the Software.

5. Other Services

5.1. Bosch shall provide the Customer with a documentation in electronic form for the Software in its current version during the term of the contract.

5.2. Adjustments or modifications to the Software and the creation of interfaces to third-party applications by Bosch are only to be owed if they are necessary to maintain or repair the Software or to ensure its contractual use. In other respects, Bosch shall only be obliged to make adjustments or modifications if this has been expressly agreed; corresponding services shall be remunerated separately by the Customer at reasonable and customary market conditions if necessary.

5.3. A separate agreement in writing is required for additional services by Bosch, in particular consulting services. Customer has no entitlement to performance of such services.

6. Usage Rights

6.1. With effect upon commencement of the contract the Customer shall be granted the non-exclusive right to use the Software for a limited period of time in accordance with the following provisions and in compliance with the stipulations of the Documentation. The permissible commercial use covers the installation, loading to the working memory, display and execution of the Software and the intended use of the Software by the Customer for its own business purposes. The use is only permitted in the countries of destination agreed. In the absence of an explicit agreement, this is the country in which the Customer has its registered office.

6.2. Bosch distinguishes between the following License Models, which are defined in detail in the respective agreements of the parties:

- a) In the case of a single user / workstation license, the Customer has the right to use the Software on one single target hardware device.
- b) In the context of a network / server / copy or floating license, the Customer may install the Software on a network server or on any number of target hardware devices, which are integrated into the local network. In this case the Software may only be used simultaneously on a specific number of target hardware devices or workstations.

c) In the event of a volume / multiple / multiple-user license, the Customer has the right to use a specific number of individual licenses.

d) Under a corporate license, the Software may be used within the Customer's enterprise at the establishments agreed.

6.3. The Customer may use the Software only for the purpose named in Section 6.1. In particular, the following is only permitted if Bosch has given its prior consent in writing: (i) the operation of a computer center for third parties or (ii) the temporary provision of the Software to third parties (e.g. as Application Service Providing, Software as a Service or Cloud Service) or (iii) the use of the Software for training individuals who are not employees of the Customer.

6.4. Duplications of the Software are only permitted insofar as this is necessary for the contractual use. The Customer may make Backup Copies of the Software in accordance with the state of the art to the extent necessary. Backup Copies shall be marked as such and marked with the copyright notice of the original Software insofar as this is possible. The use of the Backup Copy is only permitted if the copy of the Software originally provided by Bosch has deteriorated or perished. The Customer is also subject to these Terms and Conditions of License in respect of the use of the Backup Copy.

6.5. Without the prior consent of Bosch in writing, the Customer is not entitled to distribute the Software or to otherwise transfer it or make it available to third parties (including rental, lease, loan or sub-licensing). The Customer may transfer the Software from one device or workstation to another or to another workstation, if it is ensured at all times that the Software can only be used in accordance with the scope agreed under the respective license model.

6.6. The Customer is not entitled, subject to sub-Section 3.3, to edit, change, reverse engineer,

decompile or disassemble the program code of the Software or parts thereof or to otherwise establish the source code or to create derivative works based on the Software. The mandatory, obligatory provisions of secs. 69d, 69e German Copyright Act (UrhG) shall remain unaffected by this, however.

6.7. The Customer may not commission third parties who are competitors of Bosch to conduct measures, which are in accordance with sub-Section 6.6. unless the Customer proves that the danger of disclosing important business and trade secrets of Bosch (in particular functions and design of the Software) is ruled out.

6.8. If Bosch provides the Customer with Upgrades, Updates, Patches or Bug Fixes in connection with supplementary performance or maintenance, these shall also be subject to these License Terms except to the extent that they form the subject matter of a separate agreement. After installation of the new Software version, the Customer's rights to the previous version shall end after a one (1) month transition phase.

6.9. All further rights to the Software not explicitly granted, in particular also including all the rights to the trade mark, the business secrets or to other intellectual property in the Software, shall remain with Bosch. Designations of the Software, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or otherwise rendered illegible.

7. Remuneration and Tax

7.1. In return for the transfer and use of the Software in accordance with Section 6 above, the Customer shall pay to Bosch the agreed remuneration plus VAT or any other tax of a similar nature in the applicable jurisdiction or in the absence of such that specified in Bosch's current pricelist. Unless otherwise agreed, the remuneration is due in advance with the commencement of the contract.

7.2. Bosch has the right to increase the remuneration for the license for the first time after expiry of one year by giving three (3) months' advance notice in writing to expire at the end of a contract year, however by up to an amount not exceeding the amount of Bosch's list prices generally valid at the time of the notification. The fees respectively adjusted may not be further increased until, at the earliest, upon expiry of a further contract year since the last price adjustment. When the fees are adjusted, the Customer has the right to give six (6) weeks' notice of termination to become effective on the effective date of the price adjustment, insofar as the increase exceeds ten percent (10%) of the last remuneration applicable for the license.

7.3. Unless otherwise agreed in writing, all of Bosch's invoices are payable at the latest thirty (30) days after the receipt and due date thereof, without any deduction, by cashless transfer to a bank account notified by Bosch.

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

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

8. The Customer's cooperation and information obligations

8.1. The Customer is responsible for its hardware and software environments being compliant with the system requirements of the Software; in case of doubt the Customer shall obtain advice from Bosch or specialist third parties before entering into the contract.

8.2. If the Software is provided via remote data transmission, the Customer shall be responsible for the availability of a data connection and shall bear any costs of data transmission incurred by its internet provider.

8.3. The Customer is responsible for the Installation of the Software. Bosch may conduct the Installation at the Customer's request in return for remuneration to be agreed separately.

8.4. When using the Software, the Customer is obliged to comply with the duty of care necessary for the usage.

8.5. The Customer shall comply with the instructions provided by Bosch for the operation of the Software.

8.6. The Customer shall advise Bosch without undue delay of possible errors in the Software. In this connection, the Customer shall provide all the information necessary at Bosch's request. The Customer shall permit Bosch to access the Software in order to search for and rectify the error; at Bosch's election this may either be by direct access and/or remote access.

8.7. The Customer is obliged to take suitable measures to protect the Software against access by unauthorized third parties, in particular to store all the copies of the Software in a protected place.

8.8. Bosch has the right to examine whether the Software is being used in compliance with the rights of use granted. To this effect Bosch may require the Customer to provide information, in particular on the period of time and extent of the use of the Software, and it may inspect the books and written records and the hardware and software of the Customer insofar as they reveal any details regarding the period of time and extent of the Software use. To this effect Bosch shall be permitted to enter the business premises of the Customer during normal working hours after advance notice of at least two (2) weeks. The Customer shall ensure to a reasonable degree that the audit can be conducted by Bosch and shall collaborate in the audit. Bosch shall use all the information obtained during the audit only for the purpose of verifying the legality of the license use. The Customer may demand that the on-site audit be conducted by an agent of Bosch who is subject to professional secrecy. The costs of the audit will be borne by Bosch unless the audit should reveal that the Customer is Underlicensed. In such a case the Customer shall bear the costs of the audit. In the event of the Customer being Underlicensed, the Customer shall be additionally obliged to repay the unpaid remuneration on the basis of the list prices generally applicable to comparable services at the time of the audit plus a flat rate claim for damages of ten percent (10%) of the value of the Underlicensing. In addition, the Customer shall discontinue any Underlicensing without undue delay. The Customer remains entitled to prove that the damage was lower.

8.9. The Customer is obliged to take reasonable precautions in case the Software does not work properly either altogether or in part (e.g. by means of daily data backup, failure diagnosis, regular monitoring of the data processing results). Bosch can assume that all the data of the Customer which it can come into contact with are secured, unless as the Customer explicitly indicates otherwise in advance.

8.10. The Customer shall bear the disadvantages and more far-reaching additional costs incurred by Bosch as a result of a violation of the aforementioned collaboration and information duties.

9. Warranty

9.1. Defects in the Software shall be rectified by Bosch within a reasonable period of time (supplementary performance). This shall be done at the election of Bosch by rectifying the defect by means of an Update/Patch/Bugfix/Upgrade or by supplying defect-free Software or indicating a Workaround, the latter insofar as this is reasonable for the Customer taking account of the impacts of the defect and the circumstances of the Workaround solution indicated. In addition, Section 10 shall apply to claims for damages for fault-based liability.

9.2. Only the description of the Software in the Service Description provided by Bosch prior to concluding the contract, is decisive for the quality of the Software. The details provided therein are solely to be understood as performance descriptions and not as guarantees. A guarantee is only given if it has been explicitly specified as such in writing by Bosch before the contract is entered into. Further quality is not owed, and, in particular, it does not derive from public statements or advertising of Bosch or its distribution partners. Bosch is not obliged to provide support services that go beyond liability for defects. Furthermore, in the context of the maintenance obligation, Bosch is not obliged to adapt the Software to changes in operating conditions or to technical and functional developments such as changes to the IT environment.

9.3. Bosch does not provide a warranty for errors in the Software

a) Caused by faulty application on the part of the Customer that could have been avoided if the Documentation or the Service Description had been carefully consulted; this also applies in the event

of inexistent or insufficient backup measures pursuant to Section 8.9. which would have avoided data loss;

b) Due to virus contamination or to other external influences for which Bosch is not responsible such as fire, accidents, power failure etc.;

c) Caused by the Software being used in an operating environment which is different from that approved by Bosch or due to faults in the hardware, the operating system or to the software of other manufacturers;

d) Caused by the Software having been modified by the Customer or third parties without authorization.

9.4. In respect of Software products which the Customer or a third party has expanded via an interface designated for this purpose by Bosch, Bosch shall be liable only for defects occurring upto the interface.

9.5. The Customer is obliged to notify Bosch of defects in the Software without undue delay after discovery thereof. In the event of defects as to quality, this shall be done by describing the time when the defects occurred and the more detailed circumstances. If Bosch undertakes an error analysis at the Customer's request and if it transpires that there is no defect, which Bosch is obliged to remedy, Bosch has the right to charge the Customer for the expenses incurred based on the respectively applicable hourly rates of Bosch.

9.6. Customer's right to terminate on the grounds of a failure to permit the use of the Software in conformity with the contract pursuant to Section 543 (2) sentence 1 no. 1 BGB (German Civil Code) is excluded, unless the establishment of use in conformity with the contract must be deemed to have failed. At the earliest, the establishment of use in conformity with the contract will be deemed to have failed after the second unsuccessful attempt.

10. Liability

10.1. 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,
- c) within the scope of a guarantee given by Bosch, and
- d) in the event of injury to life or limb or impairment to health of a person.

10.2. 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 when the contract was entered into and typical of the type of contract; material contractual obligations are those obligations the performance of which is characteristic of the contract and which Customer may rely on (hereinafter referred to as "Material Obligation").

10.3. Notwithstanding the provision in Section 10.1, in the event of a negligent breach of a Material Obligation evidenced by Customer, the Parties agree – with due regard to the type and scope of Services to be performed under this agreement – to a liability cap per incident of damages amounting to EUR 100,000.00 and a maximum total damages of EUR 200,000.00 per single contract per calendar year.

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

10.5. Except where there are explicit provisions to the contrary in these license terms, the Bosch shall bear no liability beyond that defined above.

10.6. The foregoing limitations of liability shall also apply in the event of fault by a person enga-

ged by Bosch in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Bosch. The provisions set out above apply also to the liability of the Bosch with respect to compensation for wasted expenditure and indemnity obligations according to Section 11.

11. Third Party Rights, Indemnification

11.1. During the term of contract, Bosch warrants in accordance with the provisions below that the Software does not infringe any third party rights:

- a) If third parties should bring a claim for an infringement of their rights against the Customer, Bosch shall indemnify the Customer from and against all claims for damages resulting therefrom established by a final and non-appealable court judgment and for which Bosch is responsible, including court costs and the costs of legal defense which are eligible for refund pursuant to the provisions of the German Code of Civil Procedure. Bosch shall support the Customer during the judicial and extrajudicial settlement of such disputes with third parties.
- b) If (i) a final judgment is returned against the Customer or (ii) an interim injunction is served on the Customer enjoining the Customer from using the Software or at least part of it, Bosch shall, in order to cure the infringement of rights, at its discretion either obtain for the Customer the right to continue to use the Software or replace or modify the Software whilst upholding the agreed functionalities or, if neither of the alternatives named is realizable by Bosch subject to reasonable conditions, terminate the Customer's rights to the Software in writing. Insofar as is reasonable for the Customer, the termination shall only be effected to the extent that is necessary to prevent the infringement of the rights.

11.2. The claims of the Customer under this Section 11 are subject to the condition that (i) the Customer advises Bosch without undue delay of the third party claims brought, (ii) the Customer provides Bosch with a copy of all the correspondence in this respect with the claimant and

the courts and always without undue delay after receipt thereof, (iii) the Customer provides Bosch with the information required to defend against the claim and (iv) Bosch reserves the exclusive right to control the conduct of the lawsuit by the Customer and the right to take the final decision on entering into any judicial and extrajudicial settlements.

11.3. In the event that, in the opinion of Bosch or a third party, the Software infringes third party rights, Bosch has the right, at its own discretion taking the interests of the Customer into adequate consideration, to replace or modify the Software whilst upholding the agreed functionalities in order to remedy the alleged or presumed infringement of rights.

12. Term and Termination

12.1. Except as otherwise agreed, the contract shall be concluded for a period of 12 months and shall be extended automatically by a respective term of another 12 months unless terminated by giving three months' written notice prior to expiry of the term.

12.2. The contract may be terminated by either party for cause without compliance with a period of notice. Cause shall be deemed to exist in particular if (i.) the Customer violates rights of use of Bosch by using the Software over and above the scope permitted under these License Terms and Conditions and fails to discontinue the violation within a reasonable period of time following a warning by Bosch; or (ii.) the Customer is in arrears with two consecutive payments of remuneration for the license pursuant to Section 7.1 or with a not inconsiderable part of this remuneration for two successive time periods or is in arrears in a period of time covering more than two time periods with a payment corresponding to the remuneration for two time periods. In the first case (Section 12.3.i.), the Customer has no entitlement to a refund of the license remuneration already paid. Bosch reserves the right to claim additional

damages.

12.3. Statutory rights and claims shall not be restricted by the provisions contained in Section 12.

13. End of Contract

13.1. After the expiration of the contract, the Customer must immediately delete the Software completely from any hardware on which it is installed or stored and on Bosch's demand confirm this in writing.

13.2. Upon termination of the contract, the Customer must return to Bosch all documents provided, as well as any other materials and documents provided within the scope of the contract. The Customer warrants that the documents or materials provided are in no worse condition than the condition in which they correspond to the contractual use of the Software; this applies during the rental period as well as at the time of termination of the contract.

14. Data Protection

14.1. Bosch has the right to store, use, transfer and/or exploit all of the information contributed and generated by the Customer in connection with the Software, with the exception of personal or company-related data, for any purposes over and above the purpose of the contract, for instance for statistical, analytical and internal purposes. This right is unlimited and irrevocable.

14.2. If personal data are processed, Bosch shall comply with the statutory data protection regulations. In this case the details on the data collected and the respective processing thereof are set forth in the data protection notice.

15. Confidentiality

15.1. The Parties shall observe the confidentiality of all information which is to be treated as confidential and obtained in the context of this contractual relationship, or shall, respectively,

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License Terms for Software Rental

Last amended: 11.09.2018

only use it in relation to third parties, for whatever purpose, subject to the prior written agreement of the other Party. Information to be treated as confidential includes information explicitly marked as confidential by the Party communicating the information and information where the confidentiality thereof derives from the circumstances of its provision.

15.2. The obligations under Section 15.1 shall lapse for such information or parts thereof with respect to which the Party receiving the information evidences that it was

- a) known to that Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation;
- b) already known to the general public or was generally accessible prior to the date of receipt; or
- c) became known to the general public or became generally accessible after the date of receipt without the Party receiving the information being responsible for this.

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

15.4. The obligations under Section 15.1 shall survive termination of the contract for an indefinite period, as long as a criterion for an exception pursuant to Section 15.2 has not been evidenced.

16. Export Control

16.1. Is fulfilment of the agreement on the part of Bosch obstructed on account of national or international export control provisions, in particular embargos or other sanctions, Bosch shall be entitled to terminate the agreement. In this case the Customer is excluded from raising a claim

for any damage or other rights on account of the withdrawal. Delays due to export inspections or licensing procedures shall be deemed to obstruct observance of the delivery deadline unless Bosch is responsible for these delays.

16.2. The Customer undertakes to furnish all information and documentation that is required for delivery purposes for the export or shipment of the Software to be delivered under the agreement and which originate from within the Customer's ambit.

16.3. Where the Customer passes on, transfers, or otherwise cedes the Software to be delivered by Bosch under the agreement to third parties in this country or abroad, the Customer must observe the applicable provisions of customs and (re-) export control law and obtain the authorizations and licenses required for this purpose.

16.4. The Software to be delivered must not be used for military purposes or in the service of nuclear technology.

17. Miscellaneous

17.1. The exclusive place of jurisdiction for any legal disputes shall be Stuttgart, Germany. Bosch reserves the right, however, to take legal action at a court with jurisdiction at the registered office or establishment of the Customer.

17.2. The present License Terms and all agreements in this respect between Bosch and the Customer shall be governed by German law excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods is explicitly excluded.

17.3. If a provision should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case the ineffective provision shall be replaced by a permissible provision approximating most closely the economic purpose of the original ineffective provision.

This shall apply accordingly to any omissions.

17.4. Alterations and supplements to these License Terms must be made in written form in order to be effective. The contract language is English.

Robert Bosch Manufacturing Solutions GmbH

License Agreement for use without charge of Software

Last amended: 18.04.2019

The following conditions are applicable to the use of software from Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51, 70469 Stuttgart, Germany, www.bosch-connected-industry.com (hereinafter “**licensor**”) for test purposes, without charge, including access to the software via the Internet (referred to below as “**the ASP model**”).

1. Software

1.1. The following conditions apply when permission is granted to use the software of the licensor without charge for test purposes. The software consists of the program code and the electronic version of the related documentation.

1.2. The software contains open source software components. The licensee shall be provided with an up-to-date list of the open source software components contained in the software and the applicable open source software license terms on request prior to conclusion of the agreement, at the latest, upon delivery of the software. The licensee has the right to use the open source software components to the extent described in this Section 1 and Section 2 of these license terms. Any use in excess of this (e.g. transfer of the open source software components to third parties, processing of the open source software components) is permissible if the licensee accepts the open source software license terms and thereby acquires further rights directly from the respective licensor of the open source software components. In this case, the use of the open source software components is governed solely by the respective open source software license terms. If the open source software license terms of the open source software components contained in the software 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 open source software license terms upon licensee's request.

1.3. The licensee is granted the non-exclusive right to use the software for test purposes for a limited period of 90 days (authorized period), starting on the date on which the software is downloaded

or access is granted to the software via the ASP model. The licensor has the right to limit the time for which the software remains operable by implementing technical measures such as disabling the program.

1.4. The licensor retains all other rights pertaining to the software, in particular the right to use the software for commercial purposes, produce additional copies of the software, to modify the software, to sell or offer to sell the software, and/or to use the software for any other purpose other than that for which the license was originally granted. The licensor also retains all rights to the tradename, proprietary knowledge and other intellectual property rights pertaining to the software.

1.5. The licensee is not authorized to modify the software without the prior written consent of the licensor. Furthermore, the licensee is not authorized to translate the software, use it to create any derivative works, or delete copyright marks, trade names or any other features that enable the origin of the software to be identified. Notwithstanding the foregoing the licensee has the right to edit the components of the software that are linked to program libraries licensed under the GNU Lesser General Public License (LGPL Version 2.1) for the licensee's internal use and to analyze and reengineer them for this purpose. With respect to components of the software that are linked to program libraries licensed under the GNU Lesser General Public License (LGPL Version 3), the licensee has the right to analyse and reengineer them in order to edit the program libraries licensed under the LGPL Version 3 and to be able to rectify errors in the proprietary components. The information obtained through the aforementioned action and the edited proprietary components may not be disclosed.

1.6. The licensee is not authorized to assign or transfer the acquired rights, in part or in whole, without the prior written consent of the licensor.

1.7. The licensor has the right to prohibit the licensee's use of the software if the licensee violates any of the abovementioned terms of the license agreement.

2. Conditions governing access to the software via the ASP model

2.1. Unless otherwise agreed, licensees granted permission to access the software via the ASP model will be provided with read access to the software environment in which the software is installed, via their Internet browser.

2.2. If, in exceptional cases, the licensee is additionally granted write access to the software environment in which the software is installed, the licensor will provide the necessary storage space for the licensee's data, at the licensor's discretion. This storage space is to be used exclusively for testing purposes as defined in section 1. At the end of the authorized period, the licensor has the right to delete all data generated by the licensee. All data generated through the use of the software by the licensee are deemed to be the property of the licensor. The rights of the licensee are limited to the use of these data as specified in section 1.

2.3. In the case of software accessed via the ASP model, the licensor has the right to restrict or deny this access at any time. The licensor bears no responsibility for assuring continuous access to the ASP platform and does not guarantee any specific or average response times for the software.

3. Obligations of the licensee

Licensees who wish to use the software outside Germany may be required to comply with the applicable national legislation in the country in question. In such cases, the licensee agrees to comply with the locally applicable regulations. The licensee moreover agrees to pay all related

taxes, customs charges and other fees that might be demanded in connection with the use of the software.

4. Amendments to the conditions of use

The licensor reserves the right to amend the conditions of use at any time. Such amendments take effect immediately on the date at which they are explicitly accepted by the licensee or, failing that, 10 days after the licensee has been notified of the changes if no opposition has been lodged within this timeframe. If the licensee opposes the changes, the authorized period of use is automatically terminated.

5. Guarantees and liability

The licensor accepts no guarantees or liabilities arising from the use of the software, regardless of the legitimacy of such claims, except in the case of deliberate or malicious intent. The exclusion of such liabilities expressly includes claims for damages resulting from criminal acts or the violation of safety codes and civil responsibilities. This ruling does not affect statutory claims for damages to persons or property under the terms of the relevant product liability laws.

6. Export controls

6.1. The software, in part or in whole, may be subject to the export laws and regulations of the United States and of the country from which it is exported. The licensee agrees to comply with all national and international export laws and regulations applicable to the software.

6.2. The software must not be used for military purposes or in the service of nuclear technology.

7. Data protection

7.1. The licensee is not allowed to store personal data on the storage media allocated for use of the software via the ASP model. If this condition is violated, the licensor is freed of all responsibility vis-à-vis third-part claims for damages.

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7.2. The licensor only stores, processes or uses the licensee's personal data within the scope of the relevant laws or if the appropriate authorization has been granted to the licensor. In accordance with current legislation, the licensee has the right to forbid the use of its data for advertising purposes and to revoke any previously accorded permission at any time.

7.3. Requests for information, other inquiries, oppositions to the processing of personal data or the use of its data for advertising purposes and notifications of amendments to the licensee's data can be sent to the following contact address, stating your name, address and, if allocated, your customer ID number: Robert Bosch Manufacturing Solutions GmbH, BCI/MKT, Wernerstr. 51, 70469 Stuttgart, Germany, or via email: info.bci@de.bosch.com

8. Confidentiality

8.1. The licensee agrees to preserve the strict secrecy of all confidential information obtained as a result of this contractual agreement, and only to disclose such data to third parties with the prior written consent of the licensor – regardless of its purpose. Confidential information includes all information designated as such by the licensor and other information regarded as confidential by virtue of the licensing agreement.

8.2. The obligations listed in section 8.1 above do not apply to information or partial information for which the licensee can prove that they

- a.) were legally acquired from a third party without confidentiality obligations, or
- b.) were made public or entered the public domain after the date of reception, unless the party receiving the information was responsible for the disclosure.

8.3. Public statements concerning collaboration between the two parties may only be issued with the prior consent of both parties.

8.4. The conditions laid down in section 8.1 remain valid beyond the termination of the agreement, for an unlimited period, as long as the exceptions cited in section 8.2 above have not been proved.

9. General terms and conditions

9.1. If legally possible, the place of fulfillment and exclusive jurisdiction is Stuttgart.

9.2. The terms of this license agreement and all other related agreements between the licensor and the licensee are subject to German law. The application of UN purchasing rights is excluded.

9.3. If one or several of these conditions should be invalidated or cancelled, this does not affect the validity of the remaining conditions. In such cases, the invalid or cancelled condition must be replaced by a valid agreement that approximately corresponds to the commercial purpose of the original, invalid or invalidated conditions.

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