BCI Online Portal Software Download Terms

The following license terms for Royalty-Free Software for Temporary Test or Implementation Purposes (hereinafter referred to as "**Download Terms**") apply to the grant of a royalty-free license to Software for test purposes, which is granted for a limited period of time or for the implementation of Software, if for the operative use an additional license will be purchased (hereinafter referred to as "Test License") by Robert Bosch Manufacturing Solutions GmbH, BCI – Bosch Connected Industry, Wernerstr. 51,70469 Stuttgart, Germany or (hereinafter referred to as "**Bosch**" or "**Licensor**") to the customer (hereinafter referred to as "**Customer**"). Customer and Bosch are hereinafter referred to individually as "**Party**" or jointly as "**Parties**"). If Customer is located in and/or implementing the Software in the United States, the Download Terms set forth in Section 1 to 16 shall be replaced, amended or/and modified, as applicable, by the terms included in Section 17. If Section 17 does not provide for an amendment, replacement or modification of a specific provision set forth in Sections 1 to 16, the respective provision in Sections 1 to 16 shall apply.

1. **Area of Application, Priority of Open Source Software licenses**

1.1. Bosch licenses the usage of the Software to the Customer solely on the basis of this Test License and the paramounting individual contract which means an agreement between the Customer and Bosch regarding the provision of the Software (e.g. based on an offer, an order form or an online order) (hereinafter referred to as "**Contract**") - whereby the free and open source software (hereinafter referred to as "**Open Source Software**" or "**OSS**") that may be included/supplied is subject to OSS licenses (hereinafter referred to as "**OSS Licenses**"), which take precedence over this Test License. Unless otherwise stipulated in section 2.2 the Source Code is not the object of the agreement. The term "**Source Code**" means a program code in the form of a text of a computer program written in a programming language and readable by humans in computer science, which cannot be changed by the Customer.

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

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

1.4. Any and all offers of the Licensor are without obligation unless expressly otherwise stated in the offer.

1.5. The Contract is concluded upon an agreement being entered into or, upon receipt of an order confirmation from Bosch or with provision of the License key, whichever occurs earlier. Delivery times are non-binding.

2. **Software**

2.1. The subject matter of this Test License is the software defined in more detail in the Contract or in an annex thereto (e.g. in the service description) for a limited period of time and exclusively for test or implementation purposes and free of charge (hereinafter referred to as "**Software**"). The Software consists of the executable program code and the related documentation in electronic form.

2.2. The Software may contain OSS. The OSS contained in the Software is subject to OSS Licenses. Pursuant to these OSS Licenses, Bosch has to pass on to Customer their terms and conditions, and the Customer must comply with these terms and conditions and fulfill respective obligations when using the OSS in any way other than merely installing and running it internally on the Customer's 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 OSS Licenses are being granted to Customer, and in the event of Customer passing on a copy of the product to a third party, the terms and conditions of the applicable OSS Licenses apply to the distribution of any included OSS (in some cases the OSS License provides a direct license from the author/licensor of OSS to the third party). For many OSS Licenses, Bosch itself can neither grant these rights

to the Customer, nor can Bosch obtain these rights for the Customer. (3) The Customer must either expressly, or implied by copying, modifying or distributing of the OSS, accept and take responsibility for their compliance with the applicable OSS-Licenses. Further, the Customer must agree that updates or new versions of the product software may contain different or additional OSS or changes in the OSS-Licenses. BOSCH will notify the Customer of this fact and possibly additional or modified OSS-Licenses upon delivery of the updates. Bosch will provide the OSS components including the applicable OSS Licenses used in the Software upon Customer's request. In case the Customer provides software to Bosch to integrate into the Work Results, the Customer hereby allows Bosch to analyse the software to verify the OSS content in it. This however does not lower the responsibilities of the Customer for providing all material as required by the OSS licenses applicable to the software to Bosch.

2.3. Bosch shall provide the Customer with the necessary access credentials (URL, the user IDs and the number of user passwords) required to access to and use of the Software. Customer shall change all passwords into passwords known only to Customer or the Customer's user, as the case may be, without undue delay and shall keep them confidential. Bosch is not responsible for the consequences of misuse of user passwords.

2.4. 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.

2.5. 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 (e.g. for using the Software in an operative manner) and when changes are made to the Software and hardware environment, it may be necessary to apply for a license key. Concerning Software licensed for implementation purposes only, it will be necessary to enter into a license agreement with costs to receive the license key.

3. **Usage Rights**

3.1. Starting on the date on which access is granted to the Software the Customer is granted for a limited period of time a non-exclusive, non-sub licensable, non-transferable right to use the Software under these Download Terms and the provisions of the Contract. Permissible usage comprises installation of the Software, loading it onto a computer's internal memory, and use by the Customer for its intended

purpose, i.e. **the Software must be used only for the agreed non productive purposes (e. g. in test and development environments or for the implementation) for the agreed test purposes and only in compliance with the specifications. Any data and any results generated with the Software, for which Bosch has granted a Test License, must not be used for productive or commercial use.** A Test License to use for test purposes is only permitted for countries, for which such Test License has been granted. Unless otherwise specifically agreed, this shall be the country in which the Customer has its registered office. For the use of the Software outside of Germany, certain restrictions may apply under national and international legislation. The Customer is obligated to comply with all applicable national or international legislation in the country where he uses the Software.

3.2. The Customer must use the Software only for its own business purposes and that of its affiliates or companies that are associated with it as defined in section 15 of the German Stock Corporation Act (*Aktiengesetz*) (hereinafter referred to as "**Group Companies**"). In particular, the following is permitted only with the prior written approval of the Licensor: (i) 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 (ii) using the Software to train people who are not employees of the Customer or its Group Companies. All forms of commercial sub-licensing are prohibited.

3.3. Duplicating the Software is permitted only insofar as necessary for proper usage under the terms of the agreement (e.g. for the implementation). 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.

3.4. The Customer is not authorized to change or modify the Software without the prior written consent of Bosch. If Licensor grants its consent for measures of the Customer according to section 3.4 sentence 1, the Customer must not hire third parties for such measures who are competitors of the Licensor to carry out the work, unless the Customer demonstrates that the risk of disclosure of important Confidential Information and/or Trade Secrets belonging to the Licensor (in particular concerning the functions and design of the Software) is entirely ruled

out. „**Trade Secret**" is any information according to section 2 No. 1 of the German Trade Secret Act (*Geschäftsgeheimnisschutzgesetz – GeschGehG*).

3.5. Furthermore, the Customer is not authorized to translate the Software, use it to create derivative works from it, or delete the copyright symbols, trademarks, or any other features that enable the origin of the Software to be identified.

3.6. The License is granted subject to the proviso that the Customer complies with his obligations in section 8.7 or 14, as applicable.

3.7. The Licensor retains all other rights to the Software, in particular the right to use the Software for commercial business purposes, to produce additional copies of the Software, to modify the Software, to distribute, to sell or to offer the Software and / or to use the Software for any other than contractually agreed test purposes, other than that for which the license was originally granted. Bosch also retains all rights to the trademark, Trade Secrets (as defined in sections 3.4 and 17.1) as well as all rights to the trade name and all other Intellectual Property Rights (according to section 7.1) pertaining to the Software.

3.8. The Customer is not authorized to assign, sublicense or transfer the acquired rights, in part or in whole, without the prior written consent of Bosch.

3.9. Bosch is authorized to prohibit the Customer from using the Software if the Customer violates any of the present Download Terms.

3.10. Bosch reserves the right to adapt the Software to changed technical conditions, with regard to further developments or with regard to technical progress at any time.

3.11. Bosch is also authorized to check whether the Software is used in accordance with the rights of use granted. For this purpose, Bosch may request information from the Customer, in particular on the period and scope of use of the Software, as well as inspections of the Customer's books and documents, hardware and software, provided that this provides information on the period and scope of use of the Software. Therefore, Bosch shall be granted access to the Customer's business premises during normal business hours after giving at least 2 weeks' notice. The Customer shall ensure to a reasonable extent that the inspection can be carried out by Bosch and shall cooperate in the inspection. Bosch shall use all information obtained during the verification only for the purpose of verifying the legality of the license use. The Customer may request that the inspection shall be carried out on site by a Bosch representative who is bound to professional secrecy. The costs of the inspection shall be borne by Bosch, unless the audit reveals that the Customer uses or has used the Software beyond the agreed scope (license shortfall). In this case, the Customer shall bear the costs of the audit. In the event of a license shortfall, the Customer is also obligated to acquire the missing rights at the list prices for comparable services generally valid at the time of the audit plus a flat-rate claim for damages of 10% of the value of the license shortfall.

4. **Provision of Software, Prohibition of Transfer of the Software to Third Parties**

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 by providing a common data storage medium to the Customer or else by providing the Software as a download and conveying the information required for the download or – but only if this has been explicitly agreed between the Parties – via installation of the Software by the Licensor.

4.2. Unless expressly agreed otherwise in writing, the Licensor's deliveries, which require a physical transfer of goods (e.g. of data storage media) are performed "FCA shipping point of the Licensor's supplying plant/warehouse" (Incoterms® 2020). In any case, the point of the Licensor's supplying plant / warehouse is also the place of performance for the Licensor's deliveries, works and services.

4.3. Provision via Software as a Service
   a) Insofar as the Software is provided to the Customer via "**Software as a Service**" or "**SaaS**" and, unless agreed otherwise between the Parties, the Customer will be provided with read-only access to the Software environment in which the current version of the Software is installed from the agreed point in time. The Customer's access to the Software is via the internet. With regard to necessary access credentials and the usage of passwords section 2.3 applies.
   b) If, in exceptional cases, the Customer is additionally granted write access to the Software environment in which the Software is installed, Bosch will provide additional storage space at Bosch's discretion. This storage space is to be used exclusively for testing

purposes as defined in section 3. At the end of the authorised period of use, Bosch is entitled to delete all data generated by the Customer. All data generated through the use of the Software by the Customer are deemed to be the property of Bosch. The rights of the Customer are limited to the use of these data as specified in section 3.

c) In the case of Software accessed via SaaS, Bosch has the right to restrict or deny this access at any time. Bosch bears no responsibility for assuring continuous access to the Software and does not guarantee any specific or average response times for the Software.

4.4. 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 terms set out in section 4.5 below are satisfied (hereinafter referred to as "**Transfer**").

4.5. Transfer of the Software requires the written approval of the Licensor, who shall grant such approval if (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 terms of usage and Transfer agreed herein. The consent for any transfer of Software provided for implementation purposes will only be granted when a license agreement with costs have been agreed on.

4.6. If the Customer divulges data storage media, hard drives or other hardware on which Software is stored (in whole or in part, unchanged or adapted) to third parties (i) without Transfer of the Software or such data carriers or (ii) without giving up ownership and / or possession of the abovementioned items, then the Customer must ensure that the stored Software is completely and permanently deleted prior to such transfer, unless agreed otherwise with the Licensor.

4.7. If the Customer's usage right ceases (e.g. by means of withdrawal from the Contract, delivery of a replacement of the Software, end of the test period), the Customer must completely and permanently delete all copies of the Software (in case of a replacement of the Software, this only refers to the previous Software versions) and shall confirm this deletion to the Licensor in writing.

5. **The Customer's Cooperation and Information Obligations**

5.1. The Customer shall bear any and all taxes, that may arise in connection with the transfer and / or use of the Software.

5.2. The Customer shall bear the risk for the Software meeting its expectations and needs; if in doubt on any point, the Customer shall align with the Licensor or seek advice from third parties with professional expertise before conclusion of the Contract.

5.3. The Customer is solely responsible to set up an adequate hardware and software environment (hereinafter referred to as "**IT Infrastructure**"), and he must maintain such IT Infrastructure, which is necessary for the use of the Software, and the Customer is also solely responsible to operate and maintain the Software. The Customer shall thoroughly test the Software before its use to ensure it is free from defects and works properly in the existing IT Infrastructure. This also applies to Software which the Customer received from the Licensor in case of voluntary repair or a voluntary replacement, due to a maintenance service, as a gesture of goodwill or due to any other reason.

5.4. The Customer must observe the instructions given by the Licensor for the operation of the Software; he shall at regular intervals (i) visit the web pages accessible via the Internet at www.bosch-connected-industry.com or (ii) if a different website is mentioned in the Contract, via this website or (iii) if another source of information is mentioned in the Contract, via this source of information or (iv) by means of other information sent to him by the Licensor and made available or communicated to the Customer in any other way (e.g. by e-mail), inform himself about current instructions and take these into account in the test operation. Concerning Software provided for implementation purposes, before starting the implementation or initial operation, the Customer shall ensure that the Software used is the newest version and that he observe the current instructions given by the Licensor for the operation of the Software.

5.5. The Customer shall give the Licensor access to the Software for the purpose of finding and correcting Incidents or Errors; this can, at the Licensor's discretion, occur directly and/or via remote access. The term "**Incident**" means an event that is not part of the standard operation of the Software and that actually or potentially causes an interruption of this Software or a reduction of the agreed quality or due to an inadequate configuration of the system that impairs Customer from using a function of

the Software as described in the documentation of the Software, such as failed API requirements. This Incident may have been caused by Bosch or the Customer. If the Incident is caused by a deficiency in the programming of the Software by Bosch, which can only be remedied by an intervention in the Source Code of the Software, it is an Error. For the definition of the term Error see there. The term "**Error**" means a malfunction of the Software that is caused by a defect in the programming of the Software (e.g. semantic error, logical error) and that can only be remedied by an intervention in the Source Code of the Software.

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.

5.8. If installation of the Software is required, the Customer himself is responsible for the installation of the Software. At the request of the Customer, the Licensor can undertake the installation for a separately agreed remuneration.

5.9. The Customer is obligated to check the results generated with the Software during the test use and to inform Bosch immediately of any Incidents or Errors in the Software. In doing so, the Customer shall provide Bosch with all necessary information upon Bosch's request.

5.10. The Customer shall bear all related costs and expenses, including a reasonable profit margin, that accrue to the Licensor as a result of the Customer breaching its cooperation and information obligations. For such extra costs and expenses due to further works and services, the Licensor is entitled to charge appropriate external hourly rates.

5.11. For the use of the Software outside of Germany, certain restrictions may apply under national and international legislation. The Customer is obligated to comply with all applicable national or international legislation in the country where he uses the Software.

5.12. The Customer moreover agrees to bear the costs for all related taxes, customs duties or levies and other fees that may arise in connection with the use of the Software.

6. **Warranty, Liability**

6.1. The Licensor does not assume any warranty for material defects and defects of title, except in cases in which the Licensor fraudulently concealed the respective material defect or defect of title.

6.2. The Licensor does not assume any liability - irrespective of the legal basis (contract, tort, indemnity or any other legal basis) - for damages, losses and reimbursement of expenses (hereinafter referred to as "**Damages**") resulting from the use of the Software, except in cases of intent. The foregoing limitations of liability shall also apply in the event of tortious claims (*deliktische Haftung*) or claims arising from the violation of duties to protect and traffic duties (*Schutz- und Verkehrspflichten*). Any liability for Damages according to the legal regulations for personal injury as well as for damages in the sense of the product liability law is not excluded by this, as far as it concerns mandatory law.

6.3. Contributory negligence on the part of the Customer must be taken into account. The Customer is obligated to mitigate its Damages as far as possible and to avoid further Damages.

6.4. Bosch is not liable for taxes, other levies and resulting damages for which the Customer is the taxpayer.

6.5. Strict liability (which means liability without fault – *verschuldensunabhängige Schadenersatzhaftung*) is excluded for defects which already existed when the Contract was concluded.

6.6. Insofar as the liability for Damages is excluded or limited in accordance with the above provisions, this also applies with regard to the personal liability for Damages of the Licensor's managing directors, employees, representatives and in case of fault of or of personal liability of vicarious agents (Erfüllungsgehilfen). With regard to telecommunications services, the limitations of liability pursuant to section 44a of the German Telecommunications Act (*Telekommunikationsgesetz* - TKG) (applicable until 30 November 2021) and section 70 of the German Telecommunication Act (applicable as of 01 December 2021) shall remain unaffected.

6.7. Contractual and non-contractual claims of the Customer for damages based on a defect in the Software or any other goods and services delivered under the Contract shall become statute-barred two years after delivery, unless statu-

tory law mandatorily provides for a longer period of limitation. In the case of fraudulent concealment of a defect according to section 6.1 and in case of section 6.2 sentence 3, the claims of the Customer for Damages shall become statute-barred in accordance with statutory provisions.

6.8. The Customer is obligated to indemnify the Licensor from and against any and all Damages, costs and disadvantages claimed and potential claims raised against the Licensor by third parties on account of the infringement of their rights by Customer data or due to a violation of the law committed by Customer when using the Software.

6.9. In addition, the Customer is obligated to refund to the Licensor all the costs accruing due to the above infringement or violation, in particular the costs of reasonable legal defense, including the court costs and attorney fees and futile expenses. This does not apply if and to the extent that the Customer proves that he were not responsible for the above infringement or violation.

7. **Intellectual Property Rights**

7.1. The Licensor shall not be liable for claims arising from the infringement of industrial property rights or copyrights of third parties (hereinafter referred to as "**Intellectual Property Rights**") if the Customer or companies in which the Customer directly or indirectly holds a majority of the capital or voting rights have or had the Intellectual Property Right or the right to use.

7.2. The Licensor shall only be liable for claims arising from the infringement of Intellectual Property Rights, if at least one Intellectual Property Right of the same Intellectual Property Rights family has been published either by the European Patent Office or in either the Federal Republic of Germany, France, the U.K., Austria or the U.S.

7.3. The Customer shall notify the Licensor immediately of any (alleged) infringements of Intellectual Property Rights that become known or of any risks in this respect and, give the Licensor the opportunity to jointly oppose such claims. At the Licensor's request, the Customer shall – as far as possible and permissible – allow the Licensor to conduct legal proceedings (including non-judicial procedures).

7.4. At the Licensor's discretion, the Licensor is entitled (i) to obtain, on the Customer's behalf, a license for the Software, which (allegedly) infringes an Intellectual Property Right or (ii) to modify the Software in such a way

that they no longer infringe the Intellectual Property Right, or (iii) to replace Software with a similar product, which no longer infringes the Intellectual Property Right or (iv) to prohibit the further use of the royalty-free Software. The Licensor reserves the right to take the measures in section 7.4 sentence 1 at the Licensor's choice, even if the infringement of the Intellectual Property Right has not yet been legally established or acknowledged by the Licensor.

7.5. If the Customer is ordered to cease 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, 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, (iii) if the two abovementioned alternatives under (i) or (ii) prove impossible or unreasonably onerous for the Licensor to achieve, to terminate the Customer's rights to the affected royalty-free Software in writing. As the Software is granted royalty-free, the Licensor is not obligated to pay any compensation to the Customer in case of a termination of the Customer's rights to the Software. Insofar as acceptable for the Customer, the cancellation of the Contract shall be limited to the extent required to prevent the infringement.

7.6. If and as far it is not possible for the Licensor under reasonable conditions or within a reasonable period of time to replace or modify the Software so as to remove the infringement while retaining the agreed functionalities, the rights and obligations under section 7.5 apply accordingly.

7.7. Any claims of the Customer shall be excluded (i) to the extent that the Customer is responsible for or has caused the infringement of Intellectual Property Rights, (ii) if the Customer does not reasonably support the Licensor in the defence against claims asserted by third parties, (iii) if the Software has been manufactured in accordance with the specifications, design, data or with material or instructions of the Customer, (iv) if the infringement of Intellectual Property Rights results from use in combination with another product (including other software of the Customer or of any third party) not stemming from the Licensor or released by the Licensor, (v) if the Software is not used in accordance with the Contract, (vi) if the Software is used in a manner, which could not have foreseen by the Licensor or (vii) if the Software was amended by the Customer or a third party. In this case, the

Customer exempts, holds the Licensor harmless and releases the Licensor from any and all liability arising from third party claims.

7.8. The Customer's claims for damages and reimbursement of expenses shall exist in the case of Intellectual Property Right infringements only in accordance with the provisions of section 6. Section 6.7 shall apply accordingly to the limitations for claims based on infringements of Intellectual Property Rights. Any further claims of the Customer due to the infringement of Intellectual Property Rights other than those regulated in this section 7 are excluded.

8. Confidentiality

8.1. "**Confidential Information**" as used in this License means any and all knowledge and any and all information, e. g. including but not limited to information about operational processes, business relations, know-how Trade Secrets (as defined in section 3.4) that can be communicated, as well as all documentary material, samples and including the Software (except for the open source software components), regardless of their physical form or nature and characteristics, which are disclosed or made available by one Party to the other in connection with the contract which is based on these Download Terms, regardless of being marked as confidential or not. Confidential Information includes information explicitly marked as confidential by the Party communicating the information and information where the confidentiality thereof derives from the circumstances of its provision.

8.2. The Parties have to maintain the confidentiality of all Confidential Information that a Party has obtained or will obtain under this contractual relationship. For the duration of the contractual relationship and for a period of 5 years after its termination, each Party undertakes to use all Confidential Information which was or will be received from the notifying Party under the contractual relationship only for the purposes of the intended cooperation and to keep it secret. The receiving Party will, for whatever reason, i.e. not use the Confidential Information, not to disclose it or make it available to third parties, either directly or indirectly, orally or in writing or in any other way, unless it has received the prior express written consent of the notifying Party. Affiliated companies within the meaning of section 15 et seqq. German Stock Corporation Act (Aktiengesetz) as well as the Licensor's subcontractors, who were obligated to maintain the relevant confidentiality, are not considered as third parties in the meaning of this provision.

8.3. The Customer shall not disclose Confidential Information to third parties unless this is necessary for the exercise of the rights granted to the Customer under this License. To safeguard the Confidential Information, the Customer must apply the same degree of care (although never less than a reasonable degree) as it applies to its own confidential information of similar importance.

8.4. The obligations under section 8.1 to section 8.3 do not apply or lapses for such information or parts thereof with respect to which the Party receiving the information proves that
   a) it was lawfully known to that Party or was generally accessible prior to the point in time of receipt or became known to that Party from a third party after the point in time of receipt in a lawful manner and without any confidentiality obligation;
   b) it was already known to the general public or was generally accessible prior to the date of receipt; or
   c) it became known to the general public or became generally accessible to the public after the date of receipt without the Party receiving the information being responsible for this; or
   d) the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party; or
   e) that the Customer generates of its own accord; or
   f) that must be disclosed by act of law.

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

8.6. Bosch is authorized to include the Customer name and the Customer's company logo in its reference list and to present this reference list to third parties and to publish the reference list for advertising purposes. The Customer may object to this use at any time for the future. However, Bosch is not obligated to recall or change advertising which has already been published at the time of the Customer's objection.

8.7. Subject to section 2.2, the Customer is not authorized to process, change, reverse engineer (hereinafter referred to as "**Reverse Engineering**", which has the meaning as in the EU directive 2016/943), decompile or disassemble the program code of the Software or parts thereof and / or of any

provided Confidential Information or of parts thereof, or to otherwise establish the Source Code of the Software or to produce derivative works of the Software without the prior consent of the Licensor.Mandatory statutory copyright powers of the Customer according to Articles 5 and 6 of the EU Directive 2009/24/EC and their implementation into German law (exceptions to the restricted acts and decompilation) shall remain unaffected. The Party providing the Confidential Information reserves all rights (including copyrights and the right to apply for industrial property rights such as patents, utility models, topography rights, etc.). The Customer may only engage third parties to conduct the measures in compliance with section 8.7 which are not competitors of Bosch, unless the Customer proves that the risk of divulging Confidential Information according to this section 8 (especially function and design of the Software) of Bosch.

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

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

9. **Export Controls and Customs**

9.1. The Licensor is entitled to refuse to perform its obligations under this Test License insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this Contract (hereinafter referred to as "**Foreign Trade Law**"). In such cases, either Party is entitled to terminate this Contract to the extent necessary.

9.2. In case of delay in the performance of obligations under this Test License caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law

procedures (hereinafter referred to as "**Authorization**"), the time of performance for such obligations is extended/moved accordingly and the Licensor shall have no liability for non-compliance related to such delay. Should an Authorization be denied or not granted within one month after filing the application, the Licensor is entitled to terminate this Contract to the extent the performance of the obligation requires this Authorization.

9.3. Each Party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance according to section 9.1 or delay in performance according to section 9.2.

9.4. Upon Licensor's request, the Customer shall provide all information and documentation necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end -use of the Software and any other goods provided under this Contract. The Licensor may, in the Licensor's sole discretion, refuse to perform its obligations under this Contract or terminate the Contract, if the Customer does not provide the Licensor with such information or documents within a reasonable time period.

9.5. In the event that the Customer provides to any third party (specifically including any affiliate of the Customer) any Software or other goods provided under this Contract, the Customer shall comply with applicable Foreign Trade Law. The Licensor is entitled to refuse to perform its obligations under this Test License and to terminate the Contract for cause, if the Customer breaches this obligation.

9.6. To the extent permitted by applicable law, the Licensor shall have no liability for any claims of the Customer for damages related to or arising from the Licensor's refusal to perform obligations under this Contract or termination of the Contract in accordance with sections 9.1, 9.2, 9.4 and 9.5.

9.7. For delivery of goods across customs borders to the Licensor, the Customer is obligated to provide the Licensor with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to the Licensor, the Customer is obligated to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only" in the pro forma invoice. The value has to

contain all components of the good such as hardware and respectively software.

9.8. The Software to be delivered must not be used for military purposes or in the service of nuclear technology or for the production or development of rockets, chemical/biological or nuclear weapons. The Transfer of the Software to countries and persons prohibited by the US and/or EU export control regulations and Foreign Trade Law is prohibited.

9.9. Re-exportation prohibition
9.9.1   The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any services, goods or other deliveries supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended from time to time.
9.9.2   The Customer shall undertake its best efforts to ensure that the purpose of paragraph 9.9 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
9.9.3   The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 9.9.
9.9.4   If the Customer breaches clause 9.9, 9.9.2 or 9.9.3 of this Contract, at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate this Contract and any contracts concluded under this Contract at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this Contract for cause shall not be affected by this.
9.9.5   The Customer shall immediately inform the Bosch about any problems in applying paragraphs 9.9, 9.9.2 or 9.9.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 9.9. The Customer shall make available to Bosch information concerning compliance with the obligations under paragraph 9.9, 9.9.2 or 9.9.3 within two weeks of the simple request of such information.

10.   Term

10.1. Except as otherwise agreed in the Contract, the Customer is granted the right to use the Software for a period of 30 days ("**Authorized Period**") starting on the date on which the Software is delivered to the Customer, the Software is downloaded or the access is granted to the Software via the SaaS model. Bosch is entitled to limit the term of the Software by technical measures such as disabling the program.

10.2. The Customer is obligated to delete or destroy all copies of the Software, including backup copies and the documentation provided, after expiry of the Authorized Period and to confirm this in writing to the Licensor on request.

11.   Force Majeure

11.1. Either Party has the right to discontinue performance of contractual obligations, insofar as such performance by the relevant Party is rendered impossible or made unreasonably difficult through no fault of that Party as a result of the following circumstances: fire, armed conflicts, war, general mobilization, insurrection, requisition, confiscation, embargo, all forms of disruptions in operations, difficulties in procuring material or energy, delay in transport, shortage of labour, energy or raw material, difficulties in obtaining official authorizations or official pro-visions, restrictions of deliveries and services caused by an epidemic or a pandemic, or the absence, not orderly or non-timely delivery by the subcontractors and delays caused by defective or delayed means of transport on ac-count of the circumstances listed in this section 11, the Licensor's right to discontinue contractual duties also applies to industrial action that affects the Licensor or the Licensor's suppliers or other circumstances that are beyond the Licensor's control (hereinafter referred to as "**Force Majeure**").

11.2. The COVID-19 epidemic is currently ongoing and its duration and impact are unpredictable for the Parties. The Parties assume that the economic life relevant to the contract will normalize in the next months, in particular that the economic restrictions due to the COVID-19 epidemic will be abolished. However, neither the duration nor the further effects of the measures taken by the affected states against this epidemic are predictable for the Parties. Against this background, the Parties define the COVID-19 epidemic as a case of Force Majeure.

11.3. As Brexit is pending and the political and economic impact is also unpredictable, Brexit issues, whatever issues that may be, may occur and their duration and impact are also unpredictable for the Parties, and neither the duration nor the further effects of the measures taken by

the affected states due to Brexit or against Brexit are predictable for the Parties. Against this background, the Parties define Brexit issues also as cases of Force Majeure.

11.4. A Party invoking Force Majeure shall inform the other Party in writing without undue delay of the occurrence and of the end of such circumstance. If there are disruptions in supply / other performance due to the Force Majeure, this shall release the provider of the service from its obligation to perform for the duration and extent to which the hindrance caused by Force Majeure prevails and all set deadlines and time periods will be extended accordingly, plus a reasonable restart period.

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

11.6. Notwithstanding all effects defined in this Test License, either Party has the right to withdraw from the Contract by providing notice in writing to the other Party, if the discontinuation of performance of the Contract due to Force Majeure will last for longer than one month.

12. Data Use and Data Protection

12.1. If the Software is made available via SaaS, exclusively anonymous data shall be used for test purposes. The Customer is not entitled to process personal data (according to the GDPR) with the Software and for the avoidance of doubt the Customer is not authorized to store personal data on the storage media allocated in the Software via remote access (SaaS). The Customer indemnifies Bosch and holds Bosch harmless in the event of a breach of this provision.

12.2. The Licensor 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.

12.3. If personal data are processed, the Licensor shall comply with the statutory data protection regulations. In this case the details relating to the data collected and the respective processing thereof are set out in Bosch's respective data privacy statements, which Bosch will provide to the Customer accordingly.

13. Compliance

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

14. Applicable Law and Place of Jurisdiction

14.1. The present Test License as well as all legal relations between the Licensor and the Customer in this context shall be governed exclusively by German law, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. The place of jurisdiction is Stuttgart (for local court proceedings the local court in 70190 Stuttgart) or, at the option of the Licensor, the location of the place of business which executes the order, if the Customer
   a)   is a merchant or
   b)   is without general national place of jurisdiction in Germany; or
   c)   after conclusion of a contract, changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany, or his place of residence is not known by the time the complaint is filed.

14.3. The Licensor also has the right to call upon a court that is responsible for the registered office or a branch of the Customer.

15. Changes of these Download Terms

15.1. Amendments and additions to this Test License as well as any other contract concluded based on this Test License must be in writing. This applies also to the amendment or revocation of this written form clause itself.

16. General Provisions

16.1. If the Authorized Period ends or if the Contract is terminated in any other way and there is no additional license agreement stipulating otherwise, the Customer is obligated to delete or destroy all copies of the Software, including backup copies and the documentation provided, and to confirm this in writing to the Licensor on Licensor's request.

16.2. These Download Terms shall, for the time of testing and implementation, take precedence over the provisions of

the Contract, which may be entered into later, including its annexes, unless the Contract expressly deviates from these Download Terms.

16.3. The Customer is only entitled to assign claims against the Licensor to third parties with the prior written consent of the Licensor. Section 354a of the German Commercial Code (*Handelsgesetzbuch* – HGB) remains unaffected.

16.4. Should any provision of this Test License and / or of any Contract based on this Test License be or become invalid or unenforceable in whole or in part, or in case of a loophole, this shall not affect the validity and enforceability of the remaining provisions. Rather, the Parties undertake to replace the invalid or unenforceable provision with a valid and effective provision that comes as close as possible to the economic intention. The same applies in case of a loophole where the Parties will insert a valid and effective provision.

17. **Terms for Customers Located and/or Implementing the Software in the United States.**

17.1. "**Trade Secret**" is any information according to 18 U.S.C. §1836 and Uniform Trade Secrets Act.

17.2. Warranty and Limitation of Liability.

- THE SOFTWARE IS PROVIDED "AS IS", AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOSCH EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST INFRINGEMENT (OF THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES). ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO 90 DAYS OR TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW WHICHEVER IS GREATER. YOU AGREE THAT ANY EFFORTS BY BOSCH OR ITS AFFILIATES TO MODIFY OR UPDATE SOFTWARE OR THIRD PARTY SOFTWARE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. THERE IS NO OBLIGATION TO PROVIDE SUPPORT OR UPDATES.

- BOSCH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR NEEDS, OPERATE UNINTERRUPTED OR ERROR-FREE.

- The Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including, without limitation, in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, life support machines, weapons systems, or any other application in which the failure of the software could lead to death, personal injury or severe physical or environmental damages ("high risk activities"). The Software is not designed or warranted to be suitable for use in connection with high risk activities. Use of the Software in connection with high risk activities is understood to be fully at Licensee's risk.

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOSCH'S CUMULATIVE LIABILITY TO YOU OR TO ANY THIRD PARTY UNDER THIS LICENSE AGREEMENT FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT, THE SOFTWARE, OR THE USER DOCUMENTATION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS ($100.00) OR (II) THE LICENSE FEES ACTUALLY PAID BY YOU TO BOSCH FOR THE USE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOSCH WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER THIS LICENSE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR LOST PROFITS, EVEN IF BOSCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. IN NO EVENT WILL BOSCH'S AFFILIATES OR ANY SUPPLIER OF BOSCH OR ITS AFFILIATES HAVE ANY LIABILITY FOR ANY DAMAGES WHATSOEVER.

- THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS LICENSE AGREEMENT SHALL

APPLY REGARDLESS OF THE AVAILABILITY, SUC-CESS OR EFFECTIVENESS OF ANY REMEDIES, ARE REFLECTIVE OF THE FEES CHARGED (IF ANY), REP-RESENT AN AGREED ALLOCATION OF RISK BE-TWEEN THE PARTIES, AND ARE ESSENTIAL ELE-MENTS OF THE BASIS OF THE BARGAIN BETWEEN THEM.

17.3. If the Software is made available via SaaS, exclusively anonymous data shall be used for test purposes. The Customer is not entitled to process personal data (according to the CCPA and any other applicable US law) with the Software and for the avoidance of doubt the Customer is not authorized to store personal data on the storage media allocated in the Software via remote access (SaaS). The Customer indemnifies Bosch and holds Bosch harmless in the event of a breach of this provision.

Robert Bosch Manufacturing Solutions GmbH