

Supplementary Terms for Software Maintenance

These Supplementary Terms for Software Maintenance apply to the provision of software maintenance services by Robert Bosch Manufacturing Solutions GmbH, Wernerstraße 51, 70469 Stuttgart, Germany, ("**Bosch**") for Customers who have been granted access to Software by Bosch on the basis of a License Agreement.

1. SCOPE

1.1 These Supplementary Terms for Software Maintenance ("**Maintenance Terms**") are in addition to and include the Software License Terms of Robert Bosch Manufacturing Solutions GmbH.

1.2 Terms and conditions of the Customer or third parties shall not apply, even if Bosch does not specifically object to their validity in individual cases. Even if Bosch refers to a letter containing the Customer's or a third party's terms and conditions or refers to such, this does not constitute consent to the validity of those terms and conditions.

1.3 Individual agreements made with the Customer in individual cases (including side agreements, supplements, and amendments) shall always take precedence over these Maintenance Terms.

2. SUBJECT MATTER OF THESE MAINTENANCE TERMS

2.1 The subject matter of these Maintenance Terms is the provision of services for the Software in object code specified in the License Agreement together with the associated documentation ("**Software**") by Bosch. "**License Agreement**" means the contractual agreement between the Customer and Bosch regarding the provision of the Software by Bosch to the Customer.

2.2 The services to be provided by Bosch consist of the provision of a contact point (Section 3), services necessary for maintaining and restoring the operational readiness of the Software in its current version (Section 4) and the further development of the Software, provided this has been contractually agreed (Section 5) (collectively "**Maintenance Services**").

2.3 Bosch will provide the Maintenance Services from the time of conclusion of the maintenance contract, but not before the time at which the Customer has reported the operational use of the Software.

2.4 General questions about using the Software are not part of the Maintenance Services. Bosch offers appropriate training for this.

3. CONTACT POINT

3.1 Bosch will provide a contact point to receive Error reports or inquiries from the Customer during the business hours stated below.

3.2 This contact point is available via the following contact channels:

3.2.1 via the email address: Nexeed.helpdesk@bosch.com

3.2.2 by phone: +49 711 811 8811

3.2.3 via the self-service portal (so-called "**Digital Workplace**"):

<https://esm.support.bosch.tech>

3.3 The business hours are:

Operating time	8:00-16:00 CET
Working days/ weekends	Monday to Friday

3.4 Excluded from the above business hours are federal public holidays in Germany, holidays in Baden-Württemberg (Germany) and December 24th and December 31st.

3.5 Unless otherwise agreed, the Customer will name Bosch two employees who are authorized to reach out to the contact point ("**Key Users**").

4. DEBUGGING

4.1 The aim of error rectification is to restore the functionality of the Software as agreed in the License Agreement. An "**Error**" exists if the Software does not have the functionality owed under the License Agreement in the system environment intended for it and when used as intended.

4.2 Bosch will rectify Errors in the Software that occur during the term of a maintenance contract or a time-limited License Agreement within a reasonable period of time in accordance with the following provisions.

4.3 Error Classes

4.3.1 Errors that occur in the Software and are reported by the Customer are classified into the following Error classes and then processed in compliance with the response times. Bosch will inform the Customer about the status of the processing.

Error Class	Description	Response Time

1 Critical	The Error has a critical impact on the Customer's ability to use the Software. The Software has failed or is not functioning.	120 minutes
2 High	The Error has a serious impact on the Customer's ability to use the Software. The usability of the Software is severely limited, for example due to malfunctions or incorrect work results.	1 workday
3 Low	The Error has little impact on the Customer's ability to use the Software. The usability of the Software is limited, for example, due to malfunctions. The Error does not lead to any critical loss of functionality. The usability of the Software is impaired, but it still works.	1 workday

4.3.2 The classification of Errors into the different error classes is determined by Bosch at its reasonable discretion, taking into account (i) the impact the respective error has on the Customer's business operations, and (ii) the Customer's interests.

4.4 Process

4.4.1 The Customer must report Software Errors to Bosch immediately upon becoming aware of them.

4.4.2 All Errors must be reported to Bosch by the Customer's Key Users via the contact channels provided in Section 3..

4.4.3 When reporting an Error, the Customer must provide the following information:

- Customers' name;
- Customer's Key User;
- Affected location and country;
- Version of the Software;
- Detailed description of the Error (including logs, monitoring data, reproducibility of the Error);
- Affected functionality of the Software;
- Customer's IT systems/ environment;
- Date and time of the Error;
- Desired Error class;
- Actions taken by the Customer to correct the Error and their results;
- Information on reproducibility (yes/no).

4.4.4 The response time begins upon receipt of the Error report by Bosch. The report via the

contact channels described in Section 3 is decisive for the receipt. The response time runs during Bosch's business hours and is considered met if Bosch initiates measures to rectify the Error within the response time period.

4.4.5 Bosch is entitled, but not obliged, to rectify Errors outside of business hours; however, this is contingent upon the Customer providing sufficient cooperation and bearing the additional charges for these services.

4.4.6 Taking into account the prioritization made, Bosch will rectify occurring Errors at its own discretion through the following measures:

- (a) Provision of software adjustments on data carriers or online, which are to be installed by the Customer himself. This typically includes the provision of software components ("**Patches**"),
- (b) Troubleshooting via remote access to the Customer's systems, allowing for changes to the Software itself or its settings,
- (c) Suggestion to the Customer for bypassing the Error or for Error rectification,
- (d) If the aforementioned measures are not feasible or not promising, rectification of the Error on-site.

4.4.7 For errors classified as class 1 and 2, Bosch will provide a temporary solution ("**Workaround**") until the Errors are completely rectified within the response time, if it becomes foreseeable that the Errors cannot be rectified within the response time.

4.4.8 For Errors class 3, the rectification can be postponed by making a software adaptation available at the next suitable opportunity when Bosch plans to provide other extensions and/or changes. If this time is expected to be more than three months in the future, Bosch will inform the Customer of this.

4.4.9 In the event of multiple Errors occurring simultaneously, Bosch is entitled to prioritize their rectification, taking into account the interests of all Customers using the respective Software.

4.5 If the processing of a reported Error shows that it is attributable to one of the constellations mentioned in Section 6.1 or for any other reason does not constitute a Software Error, the resulting expenses will be separately calculated based on time and material at the agreed prices for other services, or alternatively based on Bosch's list prices.

5. FURTHER DEVELOPMENTS

5.1 Bosch strives to continuously develop the Software. The further development of the Software may result in an extension and/or modification of the software, leading to the availability of new functionalities, optimization of existing functionalities in terms of process and/or user guidance, or adaptation of data management to the state of the art ("**Update**"). Updates are

provided at Bosch's discretion in the form of major releases or minor releases.

5.2 Depending on the extent of the further development, Bosch will make further developments of the Software available to the Customer, sometimes without any further payment obligations. More extensive further developments are subject to a fee. There is no entitlement to a specific further development.

5.3 Subject to the provision of Patches in accordance with Section 4 Updates will only be created for the most recent Version of the Software, where "**Version**" means the Software in circulation, which Bosch designates as XYZ. X stands for a major release, Y for a minor release and Z for a patch.

5.4 After the initial release of a Software update, Bosch will provide Maintenance Services for the respective Version for at least 12 months. If efforts to correct the Error are not economically viable for Bosch during this period or if the 12 months specified in sentence 1 have passed and the Error does not occur in a newer software Update, Bosch is not obligated to correct this Error in the earlier Version; instead, the Customer is obligated to use the newer Version of the Software.

6. OTHER SERVICES

6.1 According to these Maintenance Terms, unless otherwise agreed in individual cases, there is no entitlement to the following services:

6.1.1 Adaptation of the Software to configurations used by other Customers or distributed by Bosch.

6.1.2 Adapting the Software to a changed hardware or software environment, including adapting to changed operating systems.

6.1.3 The adaptation of the Software to legal or other sovereign requirements.

6.1.4 The rectification of errors within the Customer's area of risk, in particular errors caused by contamination of software components with computer viruses, use of unsuitable data storage media, abnormal operating conditions not in accordance with the contractually agreed conditions, faulty hardware, failure of the power supply or data lines, faults due to insufficient information security, unsuitable environmental conditions at the location of the software operation or force majeure.

6.1.5 The elimination of faults that have arisen from adjustments to the Software or parts thereof (in particular reports, key figures, validations) by the Customer or by third parties at his instigation.

6.1.6 The installation of software delivered under this maintenance contract and of software adaptations.

6.1.7 Advice that goes beyond the contractually agreed troubleshooting.

6.1.8 The instruction and training of software users.

6.2 However, Bosch may provide the aforementioned other services on the basis of a separate agreement against payment of a fee to be agreed. The Terms and Conditions of Work and Services of Robert Bosch Manufacturing Solutions GmbH apply to such other services.

7. CUSTOMER'S OBLIGATIONS

7.1 For each support request, the Customer must provide Bosch with the information set out in Section 4.4.3.

7.2 In individual cases, the Customer must provide Bosch, upon request, with one or more executable program parts or other information in order to demonstrate or reproduce the Error.

7.3 To correct Errors that only occur in the Customer's system environment, the Customer provides system access via remote maintenance or covers the travel costs incurred in accordance with Bosch's applicable travel expense policy.

8. REMUNERATION, TAXES, PRICE CHANGES

8.1 In case of a time-limited License Agreement, the Maintenance Services are provided without a separate fee.

8.2 Furthermore, the amount of remuneration for the provision of Maintenance Services is determined from the maintenance contract or an annex thereto (e.g. price list).

8.3 In case of an indefinite License Agreement, the remuneration for Maintenance Services is reduced by 10% during the warranty period of the Software.

8.4 All prices are in Euro plus VAT or tax of the same kind under another jurisdiction at the applicable statutory rate.

8.5 Unless otherwise agreed in the maintenance contract, the annual fee is due immediately and must be paid to the account specified therein within 30 days of receipt of the invoice.

8.6 Each Party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental charges (and penalties, interest and other surcharges thereon) imposed on such Party with respect to transactions and payments made under the maintenance contract.

8.7 In the event of an extension of the maintenance contract, the remuneration for the extension period will be due for payment at the beginning of the extension period.

8.8 Price Changes

8.8.1 Bosch reserves the right, to adjust the remuneration for the Maintenance Services at its reasonable discretion (pursuant to § 315 BGB) once per calendar year, if and insofar as cost changes occur after the conclusion of the contract, which have an impact on the remuneration. This particularly includes labour costs, purchasing

costs (e.g. license costs. Material costs), administrative costs (e.g. Cloud, IT-Infrastructure costs), or changes in legal conditions, which lead to an increase in remuneration.

8.8.2 Increases in a specific cost category, e.g., the labour costs, may only be used to justify a price increase to the extent that there is no offset by potentially declining costs in other areas, such as the purchasing costs. In the case of cost reductions, e.g., the administrative costs, Bosch is required to reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas.

8.8.3 In exercising its reasonable discretion, Bosch will select the respective times for a change in prices in such a manner that cost reductions are not accounted for on less favorable terms for the Customer than cost increases, meaning cost reductions will have at least the same impact on pricing as cost increases.

8.8.4 The Customer will be informed about price changes in text form at least six weeks before they become effective. In the event of a price increase, the Customer has the right to terminate the maintenance contract without notice at the time the price change becomes effective. Bosch will specifically point this out to the Customer in the price change notification.

8.8.5 Furthermore, § 315 BGB remains unaffected.

9. WARRANTY

9.1 Bosch warrants that the Maintenance Services are free from defects and third-party rights.

9.2 To the extent that the Customer has statutory warranty claims, these expire 12 months after the provision of the defective Maintenance Service, unless otherwise agreed.

9.3 Any subsequent performance to be provided within the scope of the warranty will be carried out in accordance with Section 4. The Customer's right to reduce the remuneration or to withdraw from the maintenance contract at his discretion remains unaffected in the event of subsequent performance failing twice.

10. LIABILITY

10.1 Bosch is liable in accordance with the statutory provisions in the event of intent or gross negligence, in accordance with the provisions of the Product Liability Act, to the extent of a guarantee assumed by Bosch, and in the event of injury to life, body or health of a person.

10.2 In the case of material damage and financial losses caused by negligence in any other way, Bosch and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damages that were foreseeable and typical of the contract at the time the contract was concluded; material contractual obligations are those whose

fulfillment characterizes the contract and on which the Customer may rely.

10.3 Without prejudice to the provisions of Section 10.1, Bosch's liability in the event of a negligent breach of a material contractual obligation proven by the Customer for all damage events occurring in the same contract year is limited in amount as follows:

10.3.1 The maximum liability amount per contract year is 100% of the remuneration paid by the Customer in the year of the damage event, but not more than EUR 100,000.00.

10.3.2 If the maximum liability limit is not reached in one contract year, this will not increase the maximum liability limit for the following contract year.

10.4 Any further liability on the part of Bosch is excluded unless expressly provided otherwise in these Maintenance Terms.

10.5 The above limitations of liability also apply in the case of reimbursement of wasted expenses, the fault of a vicarious agent of Bosch and the personal liability of employees, representatives and bodies of Bosch.

11. RIGHTS OF USE

11.1 To the extent that Bosch provides the Customer with software or other work results within the provision of Maintenance Services, this shall constitute a grant of rights of use to this Software or these work results to the Customer to the extent that Bosch originally granted them within the scope of the License Agreement.

11.2 If stand-alone software is provided, the transfer of rights to the Customer is subject to the condition that they terminate at the time when further software is provided. If further versions of the Software are provided, the rights to the previous software versions expire; however, Bosch tolerates the use of the previous version until the software provided is installed or, in the event of defects in the last software provided, until these defects are remedied to the extent described in Section 11.1.

12. TERM, TERMINATION

12.1 In the case of the time-limited provision of the Software, the maintenance contract begins with the conclusion of the License Agreement and ends with the termination of the License Agreement by Bosch or the Customer.

12.2 In case of an indefinite License Agreement, the following applies, unless otherwise agreed:

12.2.1 The maintenance contract is concluded for a period of 12 calendar months.

12.2.2 The maintenance contract will be extended for a further 12 months, unless it is terminated with three months' notice before expiry.

12.2.3 Termination is only effective if it is made in writing. E-mail does not meet the written form requirement.

13. DATA PROTECTION

The Parties will comply with the applicable data protection regulations and will oblige their employees engaged in connection with these Maintenance Terms and their implementation to protect data and maintain confidentiality in accordance with applicable laws.

14. CHANGE OF MAINTENANCE TERMS

14.1 Bosch has the right to change or amend these Maintenance Terms, their annexes and essential components, at any time with effect for the future, if the change or amendment is reasonable for the Customer, taking into account the interests of Bosch and the Customer. This does not apply to essential provisions of the Maintenance Terms or their essential components, in particular the type and scope of the mutually agreed services (e.g. prices).

14.2 Any change to these Maintenance Terms will be communicated to the Customer using a permanent data medium, e.g. by email to the email address last provided by the Customer. The Customer has the opportunity to object to such a change in text form (e.g. by email, fax or letter) within 30 days of receiving this notification. If the Customer does not object to the change or does not object in a timely manner, the change is deemed to have been approved (*presumption of consent*). Bosch will expressly inform the Customer of this presumption of consent in the notification.

14.3 In the event of an objection, Maintenance Services will be provided under the previous conditions.

14.4 Editorial changes, i.e. changes that do not have a significant impact, such as the correction of typographical errors, may be made without notifying the Customer.

15. FINAL PROVISIONS

Furthermore, the provisions of the License Terms also apply to these Maintenance Terms.

ROBERT BOSCH MANUFACTURING SOLUTIONS GMBH