

## Software License Terms

These software license terms ("**License Terms**") apply to the provision of software by Robert Bosch Manufacturing Solutions GmbH, Wernerstraße 51, 70469 Stuttgart, Germany, ("**Bosch**"), to the Customer (Customer and Bosch are hereinafter referred to as "**Parties**").

### 1. SCOPE

- 1.1 Bosch provides standard software (hereinafter: "**Software**") to the Customer exclusively on the basis of these License Terms and the respective service description, which are an integral part of the Main Contract. "**Main Contract**" refers to the contractual agreement between the Customer and Bosch regarding the provision of the Software (e.g., an offer, order form, download, or online order confirmation).
- 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 These License Terms take precedence over the provisions of the Main Contract including its annexes, unless the Main Contract expressly deviates from these License Terms. In the event of any contradictions between the Main Contract and its annexes, the provisions of the Main Contract shall prevail over those of the annexes (with the exception of these License Terms).
- 1.4 Individual agreements made with the Customer in individual cases (including side agreements, supplements, and amendments) shall always take precedence over these License Terms.

### 2. SUBJECT MATTER OF THESE LICENSE TERMS

- 2.1 The subject matter of these License Terms is the provision of the Software described in more detail in the service description by Bosch, possibly for a time-limited period, and the granting of the usage rights described in Section 5.
- 2.2 Unless otherwise agreed, the Software consists of the executable program code and the associated documentation in electronic form. The source code is not part of the contract, subject to Section 6 and subject to a separate agreement. The hardware and software environment within which the Software is to be used is specified in the service description.
- 2.3 If third-party software products are provided with the Software, these may only be used in conjunction with the Software.
- 2.4 Installation, operational, and configuration services are not part of the contract, but may be separately agreed upon between the Parties.

- 2.5 Bosch is entitled to technically secure the Software against unauthorized use, e.g., by program locks. The Customer may not remove or circumvent such protective measures of the Software.

### 3. PROVISION OF THE SOFTWARE

- 3.1 Unless otherwise agreed, the Software will be delivered in the version current at the time of provision.
- 3.2 Delivery of the Software and transfer of risk shall be effected at Bosch's discretion by providing a copy of the Software and the associated documentation as a download and transmitting the information required for the download or by handing over a data carrier with a copy of the Software to a transport service provider who delivers the Software to the Customer.
- 3.3 In the event that the Software is protected by means of a license key, the Customer shall receive the license key exclusively for the use of the Software as specified in the Main Contract or an annex thereto (e.g. license paper, documentation).
- 3.4 In the case of a download, the handover point and place of performance are the internet nodes of Bosch's data center.

### 4. MAINTENANCE

- 4.1 In the case of time-limited, paid provision of Software, Bosch is obligated to maintain the contractually agreed quality of the Software during the contract term ("**Maintenance**") according to the following provisions.
- 4.2 The contractually agreed quality of the Software is determined in accordance with the service description and the documentation. To fulfill Bosch's obligation for Maintenance, Bosch will carry out the maintenance services required by the state of the art in accordance with the Supplementary Terms and Conditions for Software Maintenance of Robert Bosch Manufacturing Solutions GmbH.
- 4.3 Bosch is only obligated to change or adapt the Software if such change or adaptation is necessary for the Maintenance of the Software according to the state of the art. Otherwise, Bosch is only obligated to change, adapt, and further develop the Software if the Parties have separately agreed on this.
- 4.4 In the case of Software being provided for an unlimited period of time, Maintenance is carried out on the basis of a separate maintenance contract.

## 5. GRANTING OF RIGHTS

### 5.1 Time-limited provision of Software

The Customer receives, upon commencement of the Main Contract and against payment of the agreed remuneration according to Section 6, the non-exclusive, time-limited, non-transferable, and non-sublicensable right to use the Software to the extent granted in these License Terms and the Main Contract or an annex thereto.

### 5.2 Indefinite provision of Software

**5.2.1** Upon full payment of the remuneration according to Section 6, the Customer receives the non-exclusive, indefinite right to use the Software to the extent granted in these License Terms and the Main Contract or an annex thereto.

**5.2.2** Until full payment of the remuneration in accordance with Section 6 of these License Terms, all copies of the Software and documentation are subject to retention of title.

**5.2.3** The Customer is entitled to permanently transfer the copy of the Software purchased by him to a third party, provided he hands over the license paper and the documentation. In this case, he will completely stop using the Software, remove all installed copies of the Software from his computers and delete or hand over to Bosch all copies located on other data storage devices, unless he is legally obliged to store them for a longer period. At Bosch's request, the Customer will confirm in writing that the above-mentioned measures have been fully implemented or, if necessary, explain the reasons for storing them for a longer period. Furthermore, the Customer will expressly agree with the third party to observe the scope of the grant of rights in accordance with this Section 5. Splitting up purchased license volume packages is not permitted.

**5.3** Permitted use includes installing the Software, loading it into the RAM, displaying and running the Software, as well as the intended use by the Customer. The Software may only be used for the agreed purposes and only in accordance with the specifications of the documentation and the contractually agreed license model. The use may be contractually limited. Corresponding restrictions result from the service description.

**5.4** The Customer may only use the Software for its own business purposes and those of its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG). Under no circumstances does the Customer have the right to rent or sublicense the Software in any other way, to make it publicly available or accessible, wired or wireless, or to make it available to third parties for a fee or free of charge, e.g. by way of application service providing or as "software as a service". Section 5.2.3 remains unaffected.

**5.5** If the Customer has acquired Software as a development or test license, he may only use it for non-productive purposes (e.g. in test and development environments). In addition, the

provisions of these License Terms also apply to development licenses.

**5.6** The Customer is entitled to create a backup copy if this is necessary to ensure future use. The Customer will visibly add the note "Backup copy" and a copyright notice from Bosch to the backup copy created. In the case of time-limited provision according to Section 5.1, the backup copy must be deleted at the end of the term.

**5.7** The Customer is only entitled to decompile and reproduce the Software to the extent permitted by law. However, this only applies if Bosch has not made the information required for this available to the Customer upon request within a reasonable period of time.

**5.8** If the Customer uses the Software to an extent that exceeds the contractually agreed usage rights qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of licenses purchased), he will immediately acquire the usage rights necessary for the permitted use. If he fails to do so, Bosch will assert the rights to which he is entitled.

**5.9** Copyright notices, serial numbers and other features serving program identification may not be removed or altered from the Software.

**5.10** If Bosch provides the Customer with new versions of the Software or updates, patches, bug fixes that replace or supplement previous versions of the Software as part of subsequent performance or as part of a maintenance contract, the provisions of these License Terms, in particular Section 5, also apply to new versions of the Software. After installation of the new Software version, the Customer's rights to the previous version expire after a transition period of 3 months.

## 6. OPEN-SOURCE SOFTWARE

**6.1** The Software may contain open source software and/or third-party software under royalty-free licenses (hereinafter jointly referred to as "**OSS**"). A list of the included OSS and the applicable OSS license terms ("**OSS Licenses**") will be made available to the Customer upon request before the contract is concluded or at the latest upon delivery of the Software.

**6.2** The Customer must accept the applicable OSS Licenses and assume responsibility for complying with them, whether explicitly or implicitly by copying, modifying or distributing the OSS.

**6.3** Bosch reserves the right to introduce new or updated OSS as part of Software updates (updates, upgrades or patches). The corresponding OSS Licenses will be made available at the latest with the delivery of the update. Section 6.1 applies accordingly in this case.

**6.4** The included OSS does not affect the sales price of the Software and is therefore provided free of charge and without monetary compensation.

## 7. AUDIT RIGHT

- 7.1** Upon Bosch's request, the Customer will enable Bosch to verify the proper use of the Software, in particular whether the Customer is using the program qualitatively and quantitatively within the scope of the usage rights granted to him.
- 7.2** To this end, the Customer will provide Bosch with information, allow access to relevant documents and records, and allow Bosch to inspect the hardware and software environment used by the Customer. Bosch may carry out this inspection at the Customer's premises during regular business hours with 2 weeks' notice. The Customer will ensure to a reasonable extent that the inspection can be carried out by Bosch or the third party and will cooperate in the inspection. Bosch will use all information obtained during the inspection only for the purposes of checking the legality of the license use. The Customer may request that the inspection be carried out on site by a Bosch representative who is bound to professional secrecy.
- 7.3** The costs of the inspection will be borne by Bosch unless the inspection reveals that the Customer is using or has used the Software beyond the agreed scope (license shortfall). In this case, the Customer bears the costs of the inspection.
- 7.4** In the event of a license shortfall, the Customer is also obliged to acquire the missing usage rights at the list prices valid at the time of the audit plus a lump sum compensation claim of 10% of the value of the license shortfall. The Customer is free to provide evidence of lesser damages.

## 8. CUSTOMER'S OBLIGATIONS

- 8.1** The Customer bears the risk that the Software meets his wishes and needs; in case of doubt he must seek advice from Bosch or from a qualified third party before concluding the contract.
- 8.2** The Customer is solely responsible for setting up a sufficiently dimensioned hardware and software environment for the Software, which is defined in more detail in the respective service description. The Customer tests the Software thoroughly before using it to ensure that it is free of defects and usable in the existing hardware and software configuration. This also applies to Software that the Customer receives as part of warranty or Maintenance. The Customer undertakes to check the results generated with the Software before actually using it and to inform Bosch immediately of any possible errors in the Software. The Customer must provide all necessary information upon Bosch's request.
- 8.3** The Customer will observe the instructions provided by Bosch for operating the Software; he will regularly check Bosch's websites accessible via the Internet for current information, in particular current security updates, and take these into account when operating the Software.
- 8.4** If necessary, the Customer will grant Bosch access to the Software for troubleshooting and subsequent performance, at Bosch's discretion directly on site and/or via remote access.

- 8.5** The Customer shall take appropriate precautions in the event that the Software does not work properly in whole or in part (e.g. by backing up data daily, diagnosing faults, regularly checking data processing results). Unless the Customer expressly indicates this in advance, Bosch may assume that all of the Customer's data with which it may come into contact is backed up.

## 9. REMUNERATION, TAXES, PRICE CHANGES

- 9.1** The amount of remuneration for the provision and use of the Software is determined from the Main Contract or an annex thereto (e.g. price list).
- 9.2** All prices are in Euro plus VAT or tax of the same kind under another jurisdiction at the applicable statutory rate.
- 9.3** Unless otherwise agreed in the Main Contract, the remuneration is due immediately and must be paid within 30 days of receipt of the invoice to the account specified therein.
- 9.4** 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 Main Contract.
- 9.5** All payments made by Customer to Bosch under the Main Contract will be made without any deductions or withholdings. In the event that such a deduction or withholding (including but not limited to cross-border withholding taxes) is required by law on a payment, Customer will pay additional amounts in such a way that the net amount received by Bosch equals the amount due under the Main Contract. Bosch will provide Customer with such tax forms as are reasonably necessary to enable a reduction or exemption from any tax withholding or deduction with respect to payments made under the Main Contract.
- 9.6 Price Changes**
- 9.6.1** Bosch reserves the right, to adjust the remuneration for the time limited provision of Software 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.
- 9.6.2** 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.
- 9.6.3** 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.

**9.6.4** 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 Main 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.

**9.6.5** Furthermore, § 315 BGB remains unaffected.

## 10. WARRANTY

**10.1** Bosch warrants that the Software and documentation have the agreed quality and that the use by the Customer within the contractually agreed scope does not conflict with the rights of third Parties.

**10.2** The quality of the Software is determined by the performance description and the documentation. The information contained therein is to be understood exclusively as performance descriptions and not as guarantees. A guarantee is only granted if it has been expressly designated as such in writing. A further quality is not owed and in particular does not arise from public statements or advertising by Bosch or its sales partners.

**10.3** The Customer must check the Software for obvious defects immediately upon receipt. Section 377 of the German Commercial Code (HGB) applies to the indefinite provision of Software.

**10.4** In the event of a material or legal defect, Bosch is entitled to subsequent performance. This will be done at Bosch's discretion by remedying the defect ("**Rectification**") or by delivering a replacement.

**10.4.1** Bosch is entitled to perform the Rectification at the Customer's premises. Bosch also fulfills its obligation for Rectification by providing updates with an automatic installation routine available for download on its website and by offering the Customer telephone support to solve any installation problems that may occur. As far as it is reasonable for the Customer, taking into account the effects of the defect and the circumstances of the indicated workaround, the Rectification can also be carried out by showing a way to circumvent the defect.

**10.4.2** As part of the replacement delivery, the Customer will, if necessary, accept a new version of the Software, unless this leads to unreasonable impairments.

**10.4.3** In the event of legal defects, Bosch will, at its own discretion, provide the Customer with a legally flawless opportunity to use the Software or modify the Software so that no third-party rights are infringed. Section 10.4.1 and Section 10.4.2 apply accordingly. If Rectification of a legal defect is not possible for Bosch under reasonable conditions, Bosch can terminate the Customer's rights to the

Software in writing and refund the value of the Software, taking into account a 3-year period of use (= linear depreciation on the remuneration paid for the usage rights). As far as it is reasonable for the Customer, termination will only take place to the extent necessary to prevent a legal infringement.

**10.4.4** Bosch will remedy material and legal defects that arise within a reasonable period of time. If a maintenance contract exists between the Parties, the period for rectifying defects shall be based on the times specified in this maintenance contract.

**10.5** The warranty for material defects does not apply to defects,

**10.5.1** which were caused by application errors on the part of the Customer and which could have been avoided by careful consultation of the documentation or service description; this also applies in the case of non-existent or inadequate backup measures according to Section 8.5 which would have prevented data loss;

**10.5.2** due to external influences for which Bosch is not responsible (such as virus attacks, fire, accidents, power failure);

**10.5.3** which are based on the fact that the Software is used in a hardware and software environment that does not meet the requirements specified in the service description or documentation or which are due to errors in the hardware, operating system or software of other manufacturers;

**10.5.4** which are based on changes and modifications made by the Customer to the Software without being entitled to do so by law, the Main Contract, or based on Bosch's prior written consent;

**10.6** If Bosch carries out a fault analysis at the Customer's request and it turns out that there is no defect for which Bosch is obliged to rectify the defect, Bosch can invoice the Customer for the costs incurred based on Bosch's applicable hourly rates.

**10.7** The Customer's right to reduce the remuneration, terminate the Main Contract or withdraw from the Main Contract at his discretion in the event of subsequent performance failing twice remains unaffected. There is no right of withdrawal in the case of insignificant defects.

**10.8** If the Software is provided free of charge, the warranty for material and legal defects is excluded, except in cases where Bosch has fraudulently concealed the respective material or legal defect.

**10.9** Unless otherwise agreed, in the case of indefinite provision of Software, the Customer's warranty claims for material defects, with the exception of claims for damages, expire after one year. In the case of Software being provided on a data storage device, the limitation period begins with the delivery of the Software; in the case of downloading from the Internet, after notification and activation of the access data for the download area.

**10.10** Section 12 applies to claims for damages and claims for reimbursement of wasted expenditure.



## 11. TERM, TERMINATION, END OF CONTRACT

**11.1** The provisions of this Section 11 only apply in case of time-limited provision of Software.

### 11.2 Term, Termination

**11.2.1** Unless otherwise agreed in the Main Contract, the Main Contract is concluded for a period of 12 months and is automatically extended for a further period of 12 months unless it is terminated with three months' notice before expiry.

**11.2.2** The Main Contract can be terminated in writing by either Party without notice for good cause. Good cause exists in particular if the Customer violates Bosch's rights of use by using the Software beyond the scope permitted by these License Terms and does not remedy the violation within a reasonable period of time following a warning from Bosch. In this case, the Customer has no right to a refund of the remuneration already paid. Bosch reserves the right to assert further claims for damages.

**11.2.3** The Customer's right to terminate the Main Contract due to non-granting of use according to Section 543 Paragraph 2 Sentence 1 No. 1 of the German Civil Code is excluded unless the establishment of contractual use is deemed to have failed. Establishing contractual use is deemed to have failed at the earliest after the second unsuccessful attempt at subsequent performance.

**11.2.4** The termination must be made in writing.

**11.2.5** Otherwise, the statutory provisions apply.

### 11.3 End of Main Contract

**11.3.1** After termination of the Main Contract, the Customer must immediately delete the Software completely from any hardware on which it is installed or stored.

**11.3.2** When the contractual relationship ends, all documents provided as well as other materials and records provided within the scope of the contractual relationship must be returned to Bosch by the Customer or, upon request, the deletion must be confirmed. The Customer is responsible for ensuring that the documents or materials provided are not in a worse condition than would correspond to the contractual use of the Software; this applies during the rental period as well as at the time of contract termination.12.

## 12. LIABILITY

**12.1** 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.

**12.2** 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.

**12.3** Without prejudice to the provisions of Section 12.1, 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:

**12.3.1** 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.

**12.3.2** 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.

**12.4** Any further liability on the part of Bosch is excluded unless expressly provided otherwise in these License Terms.

**12.5** If Software is provided free of charge, Bosch is liable in accordance with the statutory provisions only for intent and gross negligence and in accordance with the provisions of the Product Liability Act.

**12.6** 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.

## 13. DATA PROTECTION

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

## 14. CONFIDENTIALITY

**14.1** "**Confidential Information**" means all information and documents of the other Party that are marked as confidential or are to be regarded as confidential due to the circumstances, in particular information about operational processes, business relationships and know-how.

**14.2** The Parties agree to maintain confidentiality regarding Confidential Information, unless expressly provided otherwise in these License Terms. This obligation continues for a period of 5 years after termination of these License Terms. For trade secrets within the meaning of Directive (EU) 2016/943, the obligation to maintain confidentiality remains in force even after the expiry of the 5 years, as long as the Confidential Information in question is classified as a trade secret.

**14.3** The Parties will only grant access to Confidential Information to those bodies and employees or bodies and employees of affiliated companies within the meaning of Sections 15 et seq. AktG who have previously been subject to confidentiality obligations corresponding to the confidentiality obligations of these License Terms. Disclosure of Confidential

Information to other third parties is only permitted if they are bound to secrecy due to professional secrecy. Furthermore, the Parties will only disclose Confidential Information to those employees and other third parties who need to know it in order to fulfill these License Terms and - in the case of employees - will also oblige these employees to maintain confidentiality for the period after their departure to the extent permitted by labor law.

- 14.4** Excluded from the above obligations of confidentiality is such Confidential Information that
- 14.4.1** was already known to the receiving Party at the time of conclusion of the Main Contract without breach of contractual or statutory confidentiality obligations or subsequently become known lawfully from a third party without being subject to a confidentiality obligation;
- 14.4.2** is publicly known at the time of conclusion of the Main Contract or becomes publicly known thereafter, unless this is due to a breach of these License Terms;
- 14.4.3** was independently developed by the receiving Party independently of any Confidential Information received under these License Terms;
- 14.4.4** must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permissible and possible, the recipient obliged to disclose will inform the other Party in advance;
- 14.4.5** disclosed by either Party with the prior written consent of the other Party.
- 14.5** Publications relating to the subject matter of the License Terms are only permitted with the consent of both Parties. For publications relating to the licensor, the regulations at: <https://brandguide.bosch.com/document/783#/uebersicht/uebersicht-die-marke-bosch> must be observed.
- 14.6** The Customer undertakes not to observe, examine, dismantle or test (so-called reverse engineering) a product or item received from Bosch without the prior consent of Bosch, provided that the product or item is not publicly available. The Customer is not entitled to disassemble, decompile or translate any Software received into another code form, whereby the Customer's mandatory copyright rights under Articles 5 and 6 of the EU Directive 2009/24/EC (exceptions to actions requiring consent and decompilation) remain unaffected.
- 15. EXPORT**
- 15.1** Each Party is entitled to refuse performance of the contract if this is impaired or prohibited by foreign trade regulations (in particular national and international [re-]export control and customs regulations, including embargoes and other governmental sanctions) which – in accordance with these regulations – are applicable to these License Terms ("**Foreign Trade Law Regulations**"). In these cases, each Party is entitled to terminate the contractual relationship to the extent necessary or to withdraw from the contract.
- 15.2** If the fulfillment of the contract is delayed due to approval, authorization or similar requirements or due to other procedures according to Foreign Trade Law Regulations (hereinafter collectively referred to as "Approval"), agreed delivery deadlines and delivery dates shall be extended and postponed accordingly; the Parties shall not be liable in connection with the delay. If Approval is refused or not granted within 12 months from the date of application, Bosch is entitled to terminate or withdraw from the contractual relationship for good cause, at least to the extent that the fulfillment of the contract requires the Approval.
- 15.3** The Parties shall inform each other immediately upon becoming aware of Foreign Trade Law Regulations that could lead to the restrictions, prohibitions or delays referred to in Sections 15.1 and 15.2
- 15.4** The Customer is obliged to provide Bosch, upon request, with all information and documents required for compliance with the Foreign Trade Law Regulations or requested by authorities in this regard. These obligations may include, in particular, information on the end customer, the destination and the intended use of the Software. Bosch is entitled to terminate the contractual relationship for good cause, withdraw from the Main Contract or refuse to provide the Software if the Customer does not provide Bosch with this information and documents within a reasonable period of time.
- 15.5** If the Customer provides the Software to a third party (including affiliated companies of the Customer), the Customer undertakes to comply with the Foreign Trade Law Regulations. If the Customer violates this obligation, Bosch is entitled to immediately stop further deliveries to the Customer and to terminate the Main Contract and any contracts concluded under this Main Contract that have not yet been fully executed at any time. In this case, no prior warning is required. The statutory right of both parties to terminate this contract at any time for good cause remains unaffected.
- 15.6** Liability for damages in connection with or due to Bosch's refusal to perform the Main Contract or due to its termination of these License Terms in accordance with Sections 15.1, 15.2, 15.4 and 15.5 is - to the extent permitted by law - excluded.
- 15.7** Unless otherwise agreed in the Main Contract or an annex thereto (e.g. the delivery or offer documents), any cross-border transfer of Software, Software know-how, technology or other data (e.g. maps) will only take place in electronic form (e.g. by email or download). This Section 15.7 does not refer to "embedded Software" (Software that is physically located on hardware).
- 16. RE-EXPORT PROHIBITION TO THE RUSSIAN FEDERATION AND BELARUS**
- Insofar as the Customer is supplied with goods or technology from Bosch that fall under the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) No. 765/2006 as amended, the following shall apply:

- 16.1** The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No. 765/2006, as amended from time to time.
- 16.2** The Customer shall undertake its best efforts to ensure that the purpose of Section 16.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 16.3** The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 16.1.
- 16.4** If the Customer breaches Sections 16.1, 16.2, or 16.3, at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate the Main Contract and any contracts concluded under the Main 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 the Main Contract for cause shall not be affected by this.
- 16.5** The Customer shall immediately inform Bosch about any problems in applying Sections 16.1, 16.2, or 16.3, including any relevant activities by third parties that could frustrate the purpose of Section 16.1. The Customer shall make available to Bosch information concerning compliance with the obligations under Sections 16.1, 16.2, or 16.3 within two weeks of the simple request of such information.
- 17. CHANGES TO THESE LICENSE TERMS**
- 17.1** Bosch reserves the right to change or amend these License Terms and 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 License Terms or their essential components, in particular the type and scope of the mutually agreed services (e.g. prices).
- 17.2** Any change to these License 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 do so 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.
- 17.3** In the event of an objection, the time-limited provision of Software will continue under the previous conditions.
- 17.4** Editorial changes to the terms and conditions referred to in Section 17, i.e. changes that do not have a material impact, such as the correction of typographical errors, may be made without notifying the Customer.
- 18. CHOICE OF LAW, PLACE OF JURISDICTION**
- 18.1** The contractual relationship is exclusively governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Law).
- 18.2** The exclusive place of jurisdiction is Stuttgart, Germany.
- 19. FINAL PROVISIONS**
- 19.1** The Customer may only transfer rights and obligations arising from or in connection with this contractual relationship to third parties with the written consent of Bosch.
- 19.2** Legally relevant declarations and notifications that the Customer must make to Bosch after conclusion of the Main Contract (e.g. setting of deadlines, terminations, notifications of defects, declarations of withdrawal or reduction) must be in text form to be effective.
- 19.3** Should one or more provisions of these License Terms be or become invalid, the validity of the remaining provisions shall not be affected.

**ROBERT BOSCH MANUFACTURING SOLUTIONS GMBH**