Free IOT SERVICE/ Free SaaS
Terms and Conditions of Bosch Rexroth A/S

Version: 12th September 2025

The Terms and Conditions set out below (hereinafter: "**T&C**") apply to the provision of IOT SERVICES and/or the use of software applications on the basis of Software as a Service (SaaS) (hereinafter: "**SOFTWARE APPLICATION**") for a limited period of time free of charge, provided by Bosch Rexroth A/S, Telegrafvej 1, 2750 Ballerup, Denmark, Org.nr. 82104313 (hereinafter: "**BOSCH REXROTH**") to the customer (hereinafter: "**CUSTOMER**"). Standard business terms of the CUSTOMER shall not apply; they are hereby explicitly rejected. This applies even if, in connection with a purchase order or in other documents of the CUSTOMER, reference is made to its standard business terms and if BOSCH REXROTH does not explicitly reject them in this case.

1. General provisions

1.1 The meaning set out in the Preamble and in sec. 21 Definitions applies to the capitalized terms used in these T&C.

1.2 Amendments and supplements to these T&C must be made in written form.

1.3 The Contract is concluded upon an agreement being entered into or, upon receipt of an order confirmation from BOSCH REXROTH or upon activation of the USER ACCOUNT.

2. Subject matter

2.1 The subject matter of these T&C is the provision of IOT SERVICES (this primarily involves provision of and granting usage rights to the IOT SOFTWARE for a limited period of time free of charge and/or of the SOFTWARE APPLICATION described in greater detail in the performance specification, if applicable, provision of the storage space necessary for this and the granting and/or procurement of usage rights to the SOFTWARE APPLICATION. IOT SOFTWARE and SOFTWARE APPLICATION are hereinafter collectively referred to as "**SOFTWARE**". The DOCUMENTATION of the SOFTWARE will be made available to the CUSTOMER in the current version in electronic form during the term of the contract.

2.2 IOT SERVICES from BOSCH REXROTH consist of DEVICE MANAGEMENT and/or DATA MANAGEMENT and/or DATA PROVISIONING. DEVICE MANAGEMENT, DATA MANAGEMENT and DATA PROVISIONING can be provided jointly or independently. As per to the product description, further services such as the use of a CUSTOMER REPOSITORY or API interfaces may be included in the scope of the contract.

2.3 Unless otherwise agreed, amendments to the scope of the contract are possible in accordance with the service description. Unless otherwise agreed, BOSCH REXROTH reserves the right to amend, discontinue, or make available for a fee the provided SOFTWARE APPLICATION at any time.

2.4 BOSCH REXROTH is authorized to provide IOT SERVICES through third parties (including AFFILIATED COMPANIES of BOSCH REXROTH) as subcontractors.

2.5 If explicitly agreed, BOSCH REXROTH will provide the CUSTOMER with the necessary telecommunications services of a third-party provider (mobile connection) for the connection of the UNIT. The mobile connection is limited to the reception and transmission area of the operated mobile stations of the third-party provider and is subject to the respective applicable national regulations. If the mobile connection in the area of use is not sufficient to ensure a stable data connection with the server, the CUSTOMER must provide a wired Internet connection (LAN). BOSCH REXROTH is not obliged to ensure that an adequate data connection with the CUSTOMER is possible. There are no claims of the CUSTOMER against BOSCH REXROTH due to the absence of a sufficient mobile radio connection in the area of use. The CUSTOMER is responsible for the telecommunication service being operated in accordance with the applicable national regulations. The CUSTOMER shall indemnify BOSCH REXROTH against all claims made by third parties (including government agencies) as a result of a breach of sub-sec.2.5 by the CUSTOMER against BOSCH REXROTH.

2.6 The SOFTWARE APPLICATION may be an ENGINEERING SOFTWARE. The information and graphical representations stored in the ENGINEERING SOFTWARE serve solely to describe the respective products and lose their validity when the products represented there and/or the corresponding technical DOCUMENTATION are/is changed, at the latest, however, when a new version of the ENGINEERING SOFTWARE is issued. The information and graphical representations stored in the ENGINEERING SOFTWARE are not intended for any constructional or development purposes independent from products. ENGINEERING SOFTWARE does not contain any information on technical application limits and/or compliance with standards. ENGINEERING SOFTWARE does not verify the generated results on the accuracy of the calculation or of the software generated or changed and/or to its executability and suitability for application. The responsibility for the selection and dimensioning and/or configuration of products and/or for the software generated or changed and/or validation of simulation results with the help of the ENGINEERING product therefore lies solely with the CUSTOMER. A product order is placed solely on the basis of the catalogue details and of the DOCUMENTATION belonging to the product.

3. DEVICE MANAGEMENT

3.1 DEVICE MANAGEMENT includes services from BOSCH REXROTH that enable the CUSTOMER to connect UNITS to the Internet via the provided IOT SERVICES and, where applicable, manage these independently.

3.2 According to the product description

a) direct access to the UNIT via remote access for remote diagnostics and/or maintenance is possible;

b) CUSTOMER DATA and/or software can be downloaded to UNITS via the IOT SOFTWARE or via the CUSTOMER REPOSITORY and, if necessary be updated.

3.3 The CUSTOMER shall ensure by appropriate specifications and measures that software updates on its UNIT are only possible when it is in a SAFE STATE. The same applies to remote access by BOSCH REXROTH or updates according to sub-sec. 3.4. BOSCH REXROTH shall not be liable for any damage incurred by the CUSTOMER or third parties in the event of a violation.

3.4 BOSCH REXROTH is entitled to install updates of software of the UNIT in the background, which in rare cases can lead to interruptions in data transmission (which is not regarded as a limitation of availability). The exact time of the update and its duration is specified by the product description.

4. DATA MANAGEMENT

4.1 DATA MANAGEMENT includes services provided by BOSCH REXROTH that provide the CUSTOMER with information about UNITS specified by the CUSTOMER by processing CUSTOMER DATA collected at the UNIT or otherwise transmitted by the CUSTOMER.

4.2 DATA MANAGEMENT is fulfilled by providing the DATA OUTPUTS described or agreed upon in the product description. The CUSTOMER is responsible for the interpretation of the content shown in view of the actual circumstances; there is no warranty or liability for the accuracy and completeness of the DATA OUTPUT in this regard.

5. DATA PROVISIONING

5.1 DATA PROVISIONING includes services from BOSCH REXROTH that enable the customer to retrieve, store and/or organize structured DATA.

5.2 DATA PROVISIONING is fulfilled with the provision of the DATA OUTPUT described or agreed upon in the product description. The CUSTOMER is responsible for the interpretation of the displayed content. There is no warranty or liability for the accuracy and completeness of the DATA OUTPUT in this regard.

6. Provision of SOFTWARE and storage space, USER ACCOUNT

6.1 BOSCH REXROTH provides the SOFTWARE available for use in the current version for the duration of the contractual relationship.

6.2 CUSTOMER's access to the SOFTWARE shall be browser-based via the Internet or via an application interface set up by BOSCH REXROTH.

6.3 BOSCH REXROTH shall transmit the ACCESS DATA required for the access to the SOFTWARE APPLICATION to CUSTOMER, unless access is via independent registration (possibly by using the SINGLEKEY-ID). In this case, the "Terms and Conditions for the Registration and Use of Digital Services of Bosch Rexroth AG" apply, available under https://www.boschrexroth.com/en/de/legal-notice/.

6.4 Registration may be possible with the SINGLEKEY ID. In this case, the data required for the registration will be transferred from the user account of the SINGLEKEY ID. The additional terms of use of SINGLEKEY ID shall also apply here.

6.5 The contractual relationship concerning the USER ACCOUNT is non-transferable, except as indicated in sub-sec. 8.4. All passwords assigned by BOSCH REXROTH must be immediately changed by the CUSTOMER into passwords known only to it. ACCESS DATA must be kept secret and protected from access by third parties by appropriate, effective measures. The CUSTOMER shall inform BOSCH REXROTH immediately if it is suspected that the ACCESS DATA may have become known to unauthorized persons. BOSCH REXROTH is not responsible for the consequences of misuse of the ACCESS DATA. The CUSTOMER is liable for all actions taken under his USER ACCOUNT. The CUSTOMER will notify BOSCH REXROTH without undue delay if there is any reason to fear that unauthorized third parties have obtained or will obtain knowledge of the ACCES DATA. BOSCH REXROTH is not responsible for the consequences of abuse of ACCESS DATA. CUSTOMER is liable for all acts performed using its USER ACCOUNT.

6.6 The CUSTOMER is fully responsible for the CUSTOMER DATA and the CUSTOMER REPOSITORY, in particular, the CUSTOMER shall comply with applicable law and before uploading the CUSTOMER shall ensure that the CUSTOMER DATA does not contain any viruses, Trojans or other malware. The CUSTOMER must use up-to-date antivirus programs. BOSCH REXROTH is neither responsible for CUSTOMER DATA nor for the CUSTOMER REPOSITORY. The operation of the SOFTWARE APPLICATION may not be impaired by CUSTOMER DATA.

6.7 The DATA shall, insofar as is possible and excluding CUSTOMER DATA stored in the CUSTOMER REPOSITORY, be stored and regularly backed up by BOSCH REXROTH throughout the duration of the contractual relationship.

7. Technical availability, Support

7.1 BOSCH REXROTH owes no technical availability.

7.2 It is at BOSCH REXROTH's sole discretion to provide support.

8. Rights of use

8.1 CUSTOMER shall receive a simple, non-transferable and non-exclusive right, limited in time, free of charge, to use the SOFTWARE for its own business purposes in accordance with the provisions below and in compliance with the stipulations of the DOCUMENTATION and in the context of the functionalities. The use is only permissible in the agreed countries of designation. In the absence of a specific agreement, this is the country in which BOSCH REXROTH has its registered place of business.

8.2 CUSTOMER may use the SOFTWARE only for the purpose set forth in in sec. 2.1 In particular, the following is only permitted if BOSCH REXROTH has given its prior consent in writing

a) permanent storage or duplication or

b) use of the SOFTWARE for training persons who are not employees of CUSTOMER.

8.3 In the context of use of the SOFTWARE in compliance with the contract, CUSTOMER has the right to store and print out the (online) DOCUMENTATION provided whilst retaining any PROPERTY RIGHTs notices that may exist, and to reproduce that number of copies thereof which is reasonable for purposes of this contract.

8.4 Insofar as this is provided for in the context of contractual use or agreed individually, the CUSTOMER may, as an exception to sec. 6.5 8.1 8.3,

a) entitle an indefinite number of employees under a company license;
b) also permit its endcustomers to access the SOFTWARE, provided that this is solely in connection with the designated use of the SOFTWARE for business purposes of the CUSTOMER (e.g. in connection with a product offered by the CUSTOMER to its end customers which contains access to functionalities of the SOFTWARE and DOCUMENTATION).
The CUSTOMER shall obligate every person using the SOFTWARE to comply with the respectively applicable conditions. The CUSTOMER is represented by each user and the user's acts and knowledge are attributable to the CUSTOMER.

8.5 CUSTOMER is not authorized to use robots, spiders, scrapers or other comparable tools for data collection or extraction, programs, algorithms or methods to search for, access, acquire, copy or control the SOFTWARE. Further, CUSTOMER is not authorized to obtain access to non-public areas of the SOFTWARE or to the underlying technical systems, to test, scan or examine the SOFTWARE vulnerability or to otherwise interfere in the proper functioning of the SOFTWARE.

8.6 Subject to sec.10.1, CUSTOMER is not authorized to process, change, reverse engineer, decompile, or disassemble the program code of the SOFTWARE or parts thereof or to otherwise establish the source code or to produce derivative works of the SOFTWARE APPLICATION. The mandatory and compulsory provisions of sections 69d and 69e of the German Copyright Act (UrhG) shall, however, remain unaffected by this. The CUSTOMER may only engage third parties to conduct the measures in compliance with sec. 8.6 which are not competitors of BOSCH REXROTH, unless the CUSTOMER demonstrates that the risk of divulging important CONFIDENTIAL INFORMATION (especially function and design of the SOFTWARE APPLICATION) of BOSCH REXROTH is excluded.

8.7 If BOSCH REXROTH voluntary provides CUSTOMER with actualizations during the term of the contract, these shall also be subject to these T&C except insofar as they are the subject matter of a separate agreement.

9. Location of the DATA storage

9.1 Unless otherwise specified in the contract, BOSCH REXROTH uses data centers in the European Union. BOSCH REXROTH is entitled at any time to change the location of the data storage, provided that an appropriate level of data protection is secured, the CUSTOMER is informed of this in good time and the change is not unreasonable for the CUSTOMER.

10. Third-party software

10.1 The SOFTWARE may contain FOSS. An up-to-date list of the included FOSS and the applicable FOSS license conditions will be made available to the CUSTOMER upon request before conclusion of the contract or at the latest upon access to the SOFTWARE. When updating the SOFTWARE, BOSCH REXROTH reserves the right to introduce new or updated FOSS into the SOFTWARE. The corresponding FOSS license terms are provided accordingly. If the SOFTWARE contains a FOSS component, the CUSTOMER's dealings with the relevant FOSS component shall be primarily governed by the applicable FOSS license, to which the CUSTOMER undertakes to comply. Included FOSS does not affect the price of the SOFTWARE and is therefore provided royalty-free and without any other monetary compensation. In addition to its own FOSS licensing obligations, BOSCH REXROTH does not provide any support services that serve the fulfillment of the CUSTOMER's license obligations stemming from included FOSS.

10.2 If third-party software products are also provided as part of the SOFTWARE, which are not covered by FOSS, BOSCH REXROTH reserves the right to pass them on under the exclusive conditions of the third-party provider.

11. IT-Security

11.1 The IT security properties and the resulting measures are determined by individual agreement and/or in the product description and/or the DOCUMENTATION. Unless otherwise stated, it is the CUSTOMER's responsibility to, by choosing appropriate technical and/or organizational measures for the integration/use of the IOT SERVICE, ensure the security of its systems, taking into account the nature of the SOFTWARE. This applies in particular if the CUSTOMER is the operator of a critical infrastructure within the meaning of § 2 sub-sec. 10 of the German Act on the Federal Office for Information Security (BSI Act).

11.2 In the event of hacker attacks or the exploitation of security vulnerabilities by third parties, there are no claims under this contract, provided that BOSCH REXROTH has complied with the applicable security concept.

12. Remuneration for the license

12.1 The SOFTWARE APPLICATION shall be provided to the CUSTOMER free of charge.

13. Obligations of the CUSTOMER to collaborate a

13.1 The CUSTOMER shall ensure that the prerequisites and measures individually agreed and/or provided for in the product description are carried out at his own expense and maintained during the term of the contract. This includes in particular the system requirements of the SOFTWARE on its hardware and software environments and also the measures for the

installation, recording and transmission of the CUSTOMER DATA (if necessary at the UNIT). Changes in nature, condition, configuration, operating mode, repairs, etc. at the UNIT and/or systems directly or indirectly connected thereto, as well as changed environmental factors, shall be notified by the CUSTOMER without delay. The CUSTOMER shall take all necessary and reasonable measures to enable the SOFTWARE to function properly. Necessary hardware prescribed, provided or supplied by BOSCH REXROTH must be installed as intended and kept operational during operation of the UNIT. In case of doubt, he must be advised by BOSCH REXROTH or by competent third parties prior to conclusion of the contract.

13.2 The CUSTOMER installs software provided by BOSCH REXROTH and carries out updates in accordance with sub-sec. 8.7 without delay or has these carried out automatically without delay, as far as reasonable. The CUSTOMER shall keep itself regularly informed regarding corresponding updates - also of the DOCUMENTATION. Sub-sec. 3.3 and 3.4apply accordingly.

13.3 Within the scope of product description, the CUSTOMER is responsible for checking and complying with all laws, standards and guidelines as well as the state of the art, which must be taken into account in the context of the use of the SOFTWARE. In particular, the CUSTOMER shall, at its own expense, obtain necessary consents/approvals and make and maintain registrations. If the CUSTOMER accesses DATA from outside the agreed countries of destination according to sub-sec. 8.1, the CUSTOMER is solely responsible for compliance with the legal requirements of such access. At the request of BOSCH REXROTH, the CUSTOMER shall prove that the requirements of this sub-sec. 13.3 have been fulfilled. The CUSTOMER indemnifies BOSCH REXROTH against all claims made by third parties (including government agencies) as a result of a violation of this sub-sec. 13.3 by the customer against BOSCH REXROTH.

13.4 Without prejudice to BOSCH REXROTH's DATA backup pursuant to sec. 6.7, is the CUSTOMER's responsibility to back up its CUSTOMER DATA and USER CONTENT on a regular basis, as far as possible. The CUSTOMER is solely responsible for compliance with the CUSTOMER's retention periods under commercial and tax law.

13.5 If the CUSTOMER violates or does not comply with obligations under this sec.13, BOSCH REXROTH shall not be liable for any resulting consequences.

14. Term and termination

14.1 Subject to an individual agreement, the product-specific provisions for the termination of the IOT SERVICES shall apply. In the absence of this, the grant of the rights of use can be revoked by BOSCH REXROTH at any time and without complying with a period of notice.

14.2 Statutory rights and claims over and above this shall not be restricted by the provisions contained in sec. 14.

14.3 Notice of termination or termination of the contractual relationship simultaneously denotes notice of termination/termination of the authorizations, registrations and of the USER ACCOUNT and, if applicable, of all User IDs provided for the CUSTOMER or end customers of CUSTOMER, at the time of termination. The termination of this contractual relationship has no effect on the use of the SINGLEKEY-ID. For this it is necessary to have termination in accordance with the usage relationship of the contract terms underlying the use of the SINGLEKEY-ID.

15. Defects as to quality/defects of title

15.1 Except in the event of intent BOSCH REXROTH shall not provide any warranty for defects as to quality or for defects as to title.

16. Claims for damages

16.1 BOSCH REXROTH shall be liable for damages solely in accordance with the provisions of statute for injury to life and limb, for damage based on the Product Liability Act, for reasons related to mandatory data protection law, for damage caused by intent by BOSCH REXROTH.

16.2 The foregoing restrictions of liability shall also apply to the personal liability of the employees, representatives and/or organs of BOSCH REXROTH.

17. Acces to and Use of DATA/Data Protection

17.1 ORIGINAL DATA will be made available in accordance with the provisions and restrictions of the DATA ACT.

17.2 BOSCH REXROTH will use, store, copy, modify, analyze, provide, view, download or otherwise exploit the DATA itself or by third parties for the purpose of providing the service.

17.3 BOSCH REXROTH may use the data in anonymised or pseudonymised form for machine learning and product improvements or product expansions.

17.4 BOSCH REXROTH assures that it will not use the ORIGINAL DATA to gain insights into the economic situation, assets, and production methods of the user, or into the user's usage in any other way that could undermine the user's commercial position in the markets in which it operates.

17.5 To the extent permitted by law (especially with regard to sub-sec. 17.4), BOSCH REXROTH is entitled to store all ORIGINAL DATA and SECONDARY DATA, except personal data, beyond the purpose of the contract for any purpose, to use, and/or exploit. These purposes include, but are not limited to, improvement or expansion, production, commercialization and distribution of BOSCH REXROTH products and services, as well as statistical, analytical, and internal purposes.

17.6 In addition to sub-sec. 17.4 and as far as legally permissible, BOSCH REXROTH is entitled to transfer all SECONDARY DATA and DIRECTLY ACCESSIBLE DATA, except personal data.

17.7 Personal READILY AVAILABLE DATA are transferable within the scope of legitimate interest in the meaning of GDPR.

17.8 The CUSTOMER shall ensure that he is entitled to grant the intended usage and exploitation rights in accordance with sub-secs. 17.1-17.7 as well as sub-sec. 17.9 and that he has not made any agreements that conflict with them. The CUSTOMER will obtain any necessary authorizations/consents. Insofar as no legal or other permission exists, the CUSTOMER is obliged in particular to obtain or have obtained the necessary consent of the end user in accordance with § 25 German Telecommunications Digital Services Data Protection Act (TDDDG). The CUSTOMER indemnifies BOSCH REXROTH against all claims made by third parties (including government agencies) as a result of a violation of this sub-sec. 17.8 by the CUSTOMER against BOSCH REXROTH.

17.9 The rights of BOSCH REXROTH pursuant to this sec. 17 are irrevocable, free of charge and apply worldwide and equally to the benefit of BOSCH REXROTH's AFFILIATED COMPANIES.

17.10 If personal data are processed by BOSCH REXROTH and/or an AFFILIATED COMPANY OF BOSCH REXROTH, the legal provisions on data protection are observed. In this case, the details of the data collected and their respective processing result from the data protection notice of BOSCH REXROTH (https://www.boschrexroth.com/en/dc/data-protection-notice/) or of the AFFILIATED COMPANY OF BOSCH REXROTH, which is referred to in an appropriate form.

18. Confidentiality

18.1 All the CONFIDENTIAL INFORMATION originating from BOSCH REXROTH shall be kept secret from third parties and may be made available only to those persons in the CUSTOMER's own operations who have a need to know the respective information for performance of the purpose of the contract and who are similarly committed to confidentiality. The respective CONFIDENTIAL INFORMATION shall remain the exclusive property of BOSCH REXROTH. CONFIDENTIAL INFORMATION may not be duplicated or used commercially without the prior consent of BOSCH REXROTH in writing. Upon request of BOSCH REXROTH, all CONFIDENTIAL INFORMATION originating from BOSCH REXROTH (if applicable, inclusive of any copies or records made) and loaned items which contain CONFIDENTIAL INFORMATION shall be returned to BOSCH REXROTH or fully destroyed without undue delay.

18.2 BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named to in sec.18.1.

18.3 The obligation to uphold secrecy pursuant to sec. 18.1 does not apply to CONFIDENTIAL INFORMATION which

a) were already in the lawful possession of the CUSTOMER before being handed over by BOSCH REXROTH;
b) the CUSTOMER lawfully received from third parties without any secrecy obligations;
c) are disclosed to third parties by BOSCH REXROTH without any conditions regarding secrecy;
d)are developed by the CUSTOMER itself independently of the information received;
e) have to be disclosed by law; or
f) are disclosed by the CUSTOMER with the prior written consent of BOSCH REXROTH.

19. Export control

19.1 In this sec.19, the following terms shall have the meaning defined below

19.1.a) "EMBARGOED ITEMS" are all Items listed in the Annexes to Regulation (EU) No. 833/2014, Regulation (EU) No. 765/2006 and/or Annex I to Regulation (EU) No. 2021/821, in each case, as amended from time to time. Excluded are those Items for which only the purchase, import or transfer into the European Union is prohibited.

19.1.b) "EXPORT CONTROL REGULATIONS" means all worldwide export control, embargo and sanctions regulations applicable to the contract and its subject matter, in each case as amended from time to time.

19.1.c) "INTELLECTUAL PROPERTY RIGHTS" are all intellectual property rights worldwide, including CONFIDENTIAL INFORMATION and know-how, e.g. patents, trademarks, design rights, utility models and copyrights (including rights to use copyrights). The term also includes applications for such rights and rights to such rights (e.g. rights arising from inventions). It also includes any material or information protected by means of INTELLECTUAL PROPERTY RIGHTS or constituting CONFIDENTIAL INFORMATION.

19.1.d) "ITEMS" are all items, software and technology.

19.1.e) "LICENSED IP" means all INTELLECTUAL PROPERTY RIGHTS to which Licenses are granted under the contract.

19.1.f) "LICENSES" are all licenses and other rights to use INTELLECTUAL PROPERTY RIGHTS, including sublicenses and other derived rights of use, and including rights to access or reuse any material or information protected by means of Intellectual Property Rights or constituting CONFIDENTIAL INFORMATION. The CUSTOMER of the rights is also referred to as the "LICENSEE".

19.1.g) "MILITARY ITEMS" are Items that are listed in the Common Military List of the European Union and/or Annex 1 (Export List – Ausfuhrliste) of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsgesetz), in each case as amended from time to time.

19.2 Compliance with EXPORT CONTROL REGULATIONS; Liability

19.2.a) The Parties shall comply with all EXPORT CONTROL REGULATIONS applicable to the contract and its subject matter. They shall assist each other in the fulfillment of their respective obligations under EXPORT CONTROL REGULATIONS in connection with the contract.

19.2.b) Each Party is entitled to refuse to perform its obligations under this Contract 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. In case of continuous obligations BOSCH REXROTH is also entitled to terminate the contract without notice period, if such impediments only occur during the execution of the contract.

19.2.c) In case of delay in the performance of obligations under this Contract caused by licensing, authorization or similar requirements or caused by other FOREIGN TRADE LAW procedures (hereinafter referred to as "FOREIGN TRADE AUTHORIZATION"), the time of performance for such obligations is extended/moved accordingly and neither Party shall have any liability for non-compliance related to such delay. Should a FOREIGN TRADE AUTHORIZATION be denied or not granted within 12 months after filing the application, BOSCH REXROTH is entitled to terminate this contract to the extent the performance of the obligation requires this FOREIGN TRADE AUTHORIZATION.

19.2.d) 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 sec. 19.2.b) or delay in performance according to sec. 19.2.c).

19.2.e) Upon BOSCH REXROTH'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 endcustomer/user, the destination and the intended enduse of the deliveries. BOSCH REXROTH may, in BOSCH REXROTH's sole discretion, refuse to perform its obligations under this contract or terminate the contract, if the CUSTOMER does not provide BOSCH REXROTH with such information or documents within a reasonable time.

19.2.f) In the event that the CUSTOMER provides to any third party (specifically including any AFFILIATED COMPANIES of the CUSTOMER) any deliveries provided under this Contract, the CUSTOMER shall comply with applicable FOREIGN TRADE LAW. BOSCH REXROTH is entitled to refuse to perform our obligations under this contract and to terminate the contract for cause, if the CUSTOMER breaches this obligation.

19.2.g) Neither Party shall be liable to the other Party for any damages incurred by the other Party due to compliance with EXPORT CONTROL REGULATIONS, including damages due to delays in complying with permit requirements and the refusal of necessary permits. This shall not apply if and to the extent that such damages are based on intentional or negligent acts of the respective Party or its vicarious agents, namely the intentional or negligent failure to obtain a required permit.

19.2.h) For delivery of goods across customs borders to BOSCH REXROTH, the CUSTOMER is obligated to provide BOSCH REXROTH 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 BOSCH REXROTH, 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.

19.2.i) When passing on, transmitting or otherwise transferring the goods delivered by BOSCH REXROTH (hardware and/or software and/or technology and the relevant documents, independently of the manner in which they are provided) or of work and services provided by BOSCH REXROTH (including technical support of any kind) to third parties domestically and abroad, the CUSTOMER shall comply with the applicable regulations of the national and international customs and (re-)export control legislation and to obtain all necessary FOREIGN TRADE AUTHORIZATION in this regard.

19.2.j) The deliveries to be delivered must not be used for military purposes or in the service of nuclear technology.

19.3 Re-Exportation prohibition

19.3.a) Insofar as the customer purchases products from BOSCH REXROTH 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:

19.3.b) 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 (EU) No. 765/2006, as amended from time to time.

19.3.c) The CUSTOMER shall undertake its best efforts to ensure that the purpose of sec. 19.3.a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

19.3.d) 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 sec. 19.3.a).

19.3.e) If the CUSTOMER breaches secs. 19.3.a) to 19.3.c), at least negligently, this shall entitle us 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.

19.3.f) The CUSTOMER shall immediately inform BOSCH REXROTH about any problems in applying secs. 19.3.a) to 19.3.c), including any relevant activities by third parties that could frustrate the purpose of sec. 19.3.a). The CUSTOMER shall make available to BOSCH REXROTH information

concerning compliance with the obligations under secs. 19.3.a) to 19.3.c) within two weeks of the simple request of such information.

19.4 Insofar as the CUSTOMER receives LICENSED IP from BOSCH REXROTH, the following shall apply:

19.4.a) The LICENSEE undertakes

b) a) not to use the LICENSED IP in connection with (i) the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, (ii) the development, production, maintenance or storage of missiles for such weapons, or (iii) the development, production or maintenance of MILITARY ITEMS;

c) b) not to use the LICENSED IP directly or indirectly (i) in Russia or in Belarus in connection with EMBARGOED ITEMS, including for their provision, manufacture, maintenance or use of EMBARGOED ITEMS for or in Russia or Belarus, and/or (ii) to grant LICENSES to the LICENSED IP to any natural or legal person, entity or body in Russia or Belarus;

d) c) not to re-export the LICENSED IP, to the extent that an export is at all possible due to the nature of the LICENSED IP, to Russia or Belarus and not to re-export it to any other country for use in Russia or Belarus; and

e) d) not to use the LICENSED IP in connection with EMBARGOED ITEMS, that are intended for sale, supply, transfer or export to Russia or Belarus, or for use in Russia or Belarus. This also applies if the EMBARGOED ITEMS are only indirectly intended for this purpose, e.g. in the case of a sale or delivery to Russia or Belarus via third parties.

19.4.b) Insofar as the LICENSEE is entitled to grant sub-LICENSES or to transfer the LICENSE, the LICENSEE shall impose contractual prohibitions corresponding to sec. 19.4.a) and obligations corresponding to this sec. 19.4.b) on its sublicensees and/or third parties to whom it transfers the LICENSE and shall enforce these in an appropriate and effective manner. The LICENSEE shall take such measures as are necessary to enable it to enforce these corresponding contractual prohibitions against third parties.

19.4.c) If the LICENSEE violates the above provisions of sec. 19.4.a) and/or 19.4.b), BOSCH REXROTH shall have the right to terminate the contract with immediate effect.

19.4.d) The LICENSEE shall inform BOSCH REXROTH immediately of any violations or issues that arise in the application of sec. 19.4, including any actions by third parties that could jeopardize or frustrate the purpose of sec. 19.4. The LICENSEE shall inform BOSCH REXROTH at any time without undue delay about its compliance with its obligations under sec. 19.4 and shall provide information that verifies the plausibility of such compliance, but in any event no later than two weeks after being requested to do so.

19.4.e) The LICENSES granted under the contract are granted only to the extent and within the territorial scope permitted by EXPORT CONTROL REGULATIONS. If a change in EXPORT CONTROL REGULATIONS results in a LICENSE granted under these contract becoming impermissible, such LICENSE shall automatically become temporarily ineffective to the extent and as long as it is impermissible under the applicable EXPORT CONTROL REGULATION. In such case, the LICENSEE shall immediately cease using the affected INTELLECTUAL PROPERTY RIGHTS, including materials or information.

19.5 The provisions of this sec. 19 shall take precedence over the other provisions of these T&C.

20. Miscellaneous provisions

20.1 The courts of Stuttgart, Germany, (for proceedings before the local court, this is the Amtsgericht (local court) in 70190 Stuttgart) shall have exclusive jurisdiction and venue insofar as this is legally permissible. BOSCH REXROTH reserves the right, however, to take legal action at a court with jurisdiction at the registered office or establishment of CUSTOMER.

20.2 Solely German law shall apply to all legal relations between BOSCH REXROTH and the CUSTOMER, excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

20.3 If any provision should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case the ineffective provision shall be replaced by a permissible agreement approximating most closely the economic purpose of the original ineffective provision. This shall apply accordingly to any omissions.

21. Changes to the SOFTWARE and Amendments to these T&C

21.1 BOSCH REXROTH reserves the right to modify these T&C and the SOFTWARE at any time also being effective in respect of existing contractual relationships, adapt API compatibility or with regard to further developments of the SOFTWARE or technical progress, while maintaining the basic functionality of the SOFTWARE.

21.2 CUSTOMER shall be notified of such changes in a suitable manner no later than thirty (30) calendar days before the planned effective date of the changes insofar as the adaptation involves a restriction in the usability or other not only insignificant disadvantages (e.g. adaptation expenses, new features). If CUSTOMER does not object within thirty (30) days of receipt of the notification and continues to use the SOFTWARE after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, BOSCH REXROTH is entitled to terminate the contractual relationship without notice. CUSTOMER shall be advised in the change notification of its right to object and of the consequences.

22. Definitions

22.1 “ACCESS DATA”: The data required for the USER ACCOUNT, User ID (e.g., e-mail address or mobile phone number) and password.

22.2 “AFFILIATED COMPANIES”: Every legal entity which is controlled by a party, which controls a party or which is jointly-controlled together with a party. Control is deemed to exist where more than fifty percent (50 %) of the capital shares or voting rights is held or where the corporate management and policy are controlled either directly or indirectly on the basis of capital shares, by virtue of agreements or in any other way.

22.3 “CONFIDENTIAL INFORMATION”: Information in accordance with sec. 2 no. 1 of the German Trade Secrets Act (GeschGehG).

22.4 “CUSTOMER DATA”: All content of the CUSTOMER and/or its end customers transmitted in connection with the use of the IOT SERVICE and/or content generated or transmitted to BOSCH REXROTH in connection with the use of the SOFTWARE APPLICATION.This includes, but is not limited to, information collected from UNITS that is transferred to perform the IOT SERVICE, software that the CUSTOMER may use for its own purposes, or for use by its end customers (if applicable, uploaded to the CUSTOMER REPOSITORY), which can be flashed on UNITS, as well as ACCESS DATA to the SOFTWARE.

22.5 “CUSTOMER REPOSITORY”: Storage space provided by the CUSTOMER or by BOSCH REXROTH for storing CUSTOMER DATA.

22.6 “DATA”: Collective term for all the data exchanged and processed under these T&C, in particular CUSTOMER DATA and DATA OUTPUT.

22.7 “DATA ACT”: Regulation (EU) No 2854/2023.

22.8 “DATA MANAGEMENT”: See sub-sec. 4.1.

22.9 “DATA OUTPUT”: Display (aggregated, if applicable) and/or provision and/or evaluation and/or storage of the CUSTOMER DATA according to the product description.

22.10 “DATA PROVISIONING”: See sub-sec. 5.1.

22.11 “DEVICE MANAGEMENT”: See sub-sec. 3.1.

22.12 “DIRECTLY ACCESSIBLE DATA”: ORIGINAL DATA directly accessible by the SOFTWARE APPLICATION within the meaning of the DATA ACT.

22.13 “DOCUMENTATION”: All the information required to be able to work with the SOFTWARE in accordance with the intended use.

22.14 “ENGINEERING SOFTWARE”: SOFTWARE with which certain products can be selected, calculated, dimensioned and/or configured and/or a toolbox comprising Software components and development environment to generate additional information and/or to support the CUSTOMER when creating/changing software and/or (potentially non-executable) simulation models, with which a system simulation for the design, configuration, and/or validation of specific components and systems can be performed.

22.15 “FOSS”: Free and Open Source SOFTWARE, in particular software under an approved license of the Free Software Foundation (FSF) or the Open Source Initiative (OSI).

22.16 “IOT SERVICE”: See sub.-sec. 2.2.

22.17 “IOT SOFTWARE”: Software application used for the IOT SERVICE, described in more detail in the product description, to which the CUSTOMER or its end customer can access via the Internet browser-based or via an application interface set up by BOSCH REXROTH.

22.18 “ORIGINAL DATA”: DATA falling within the scope of the DATA ACT, i.e., raw data, metadata and interpretable (if necessary for later transmission or analysis or made understandable pre-processed) DATA.

22.19 “PROPERTY RIGHT”: Industrial property right or third-party copyright.

22.20 “READILY AVAILABLE DATA”: DATA pursuant to Article 2 No. 17 DATA ACT, i.e. ORIGINAL DATA, for which the SOFTWARE APPLICATION does not provide direct access that is easily accessible to BOSCH REXROTH.

22.21 “SAFE STATE”: The state of the UNIT defined by the CUSTOMER, which allows the software to be updated without affecting the safe and proper operation of the UNIT, for example commissioning the UNIT in non-productive use.

22.22 “SECONDARY DATA”: DATA that does not fall within the scope of the DATA ACT, i.e. were made understandable.

22.23 “SINGLEKEY-ID”: Single sign-on authentication services of Robert Bosch GmbH (Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe, Germany), www.singlekey-id.com, which enables the use of various independent services.

22.24 “SOFTWARE”: See sub.-sec. 2.1.

22.25 “SOFTWARE APPLICATION”: See Preamble.

22.26 “UNIT”: Relevant system or component of a machine for which the provision of IOT SERVICES takes place.

22.27 “USER ACCOUNT”: Enables access to and use of the relevant SOFTWARE.

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