General Terms and Conditions for IOT SERVICES of Bosch Rexroth A/S

Version: 11th June 2025

The Terms and Conditions set out below (hereinafter: "GTC") apply to the provision of IOT SERVICES 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 is applicable even if, a reference is made to its standard business terms (e.g. in connection with a purchase order or in other documents of the CUSTOMER) and if BOSCH REXROTH does not explicitly reject them in this case.

1. General provisions

1.1. All capitalized terms used herein shall have the meanings ascribed to them in the preamble or in sec. 27 Definitions of these GTC.

1.2. The contract shall be deemed to have been concluded upon an agreement, with receipt of an order confirmation from BOSCH REXROTH or the activation of the USER ACCOUNT.

2. Subject matter and scope of the contract

2.1. The subject matter of these GTC is the provision of IOT SERVICES for a fee, for a limited period of time. This primarily involves provision of and granting usage rights to the IOT SOFTWARE. The DOCUMENTATION 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. Changes to the scope of the contract are possible according to the product description.

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

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 IOT SOFTWARE, Cloud Storage, USER ACCOUNT

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

6.2. The CUSTOMER's access to the IOT SOFTWARE is browser-based via the USER ACCOUNT or via an application interface set up by BOSCH REXROTH.

6.3. BOSCH REXROTH will provide the CUSTOMER with the necessary ACCESS DATA, unless the USER ACCOUNT is accessed by means of a separate registration (if necessary, 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. 7.4,. 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.

6.6. The CUSTOMER is fully responsible for the CUSTOMER DATA and the CUSTOMER REPOSITORY, in particular, the CUSTOMER must comply with applicable law and ensure that the CUSTOMER DATA does not contain viruses, Trojans or other malware before uploading it. The CUSTOMER must use up-to-date antivirus programs. BOSCH REXROTH is not responsible for CUSTOMER DATA and the CUSTOMER REPOSITORY. The operation of the IOT SOFTWARE must not be affected by CUSTOMER DATA.

6.7. As far as possible, DATA, excluding CUSTOMER DATA stored in the CUSTOMER REPOSITORY, will be stored and regularly backed up by BOSCH REXROTH according to the product description conditions during the duration of the contract.

7. Rights of use

7.1. At the start of the contract (see sub-sec. 1.2), the CUSTOMER shall receive the simple, chargeable, temporary, non-transferable and non-exclusive right to the IOT SOFTWARE in accordance with the following provisions and in accordance with the requirements of the DOCUMENTATION and within the scope of the functionalities for own business purposes use. Use is only permitted in the agreed countries of operation. If no specific agreement is made, this is the country in which BOSCH REXROTH has its registered office.

7.2. The use of the IOT SOFTWARE beyond the contractual use is only permitted with the prior written consent of BOSCH REXROTH, including in particular

a) permanent storage or reproduction; or
b) the use of the IOT SOFTWARE for the training of persons who are not employees of the CUSTOMER.

7.3. In the context of the use of the IOT SOFTWARE in accordance with the contract, the CUSTOMER is entitled to save the (online) DOCUMENTATION provided while maintaining any property right notices that may exist, print and reproduce in an appropriate number for the purposes of the IOT SERVICE. A transfer is only permitted within the scope of sub-sec. 7.4.

7.4. Insofar as this is provided for in the context of contractual use or agreed individually, the CUSTOMER may, in exceptions to sec. 6.5, 7.1 and 7.3

a) Entitle an indefinite number of employees under a company license;
b) also grant its end customers access to the IOT SERVICE if this is done exclusively within the scope of the intended use of the IOT SERVICE for business purposes of the CUSTOMER (for example, as part of a product offer from the CUSTOMER to its end customers, which includes access to functionalities of the IOT SERVICE and the DOCUMENTATION).

The CUSTOMER shall require any person using the IOT SERVICE to comply with the conditions applicable to the IOT SERVICE. The CUSTOMER shall ensure that its employees and end customers comply equally with any necessary requirements. The CUSTOMER is represented by each user and the user's acts and knowledge are attributable to the CUSTOMER.

7.5. The CUSTOMER is not entitled to use robots, spiders, scrapers or other comparable tools for data collection or extraction, programs, algorithms or methods for searching, accessing, acquiring, copying or controlling the IOT SOFTWARE. Furthermore, the CUSTOMER is not entitled to gain access to non-public areas of the IOT SOFTWARE or the underlying technical systems, to test the vulnerability of the IOT SOFTWARE, scan or investigate or otherwise interfere with the proper functioning of the IOT SOFTWARE.

7.6. Subject to sub-sec. 10.1 the CUSTOMER is not entitled to edit, modify, reverse engineer (reverse engineering) the program code of the IOT SOFTWARE or parts thereof to decompile, disassemble or otherwise determine the source code and create derivative works of the IOT SOFTWARE. However, the mandatory, non-avoidable provisions of §§ 69d, 69e German Act on Copyright and Related Rights (UrhG) remain unaffected. The CUSTOMER may only engage third parties to conduct the measures in compliance with sub-sec. 7.6 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 IOT SOFTWARE) of BOSCH REXROTH is excluded.

8. Access to and Use of DATA/Data Protection

8.1. The CUSTOMER receives the right to use the DATA-OUTPUTs provided to him during performance of the IOT SERVICE for his own operational purposes or to make available to his end customers directly or in further processed form. After prior written approval, the CUSTOMER is entitled to pass on its DATA OUTPUT to service providers for processing and visualization in management systems for the CUSTOMER's own operational purposes.

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

8.3. 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.

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

8.5. 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.

8.6. To the extent permitted by law (especially with regard to sub-sec. 8.5), 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.

8.7. In addition to sub-sec. 8.5 and as far as legally permissible, BOSCH REXROTH is entitled to transfer all SECONDARY DATA and DIRECTLY ACCESSIBLE DATA, except personal data.

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

8.9. The CUSTOMER shall ensure that he is entitled to grant the intended usage and exploitation rights in accordance with sub-secs. 8.2-8.8 as well as sub-sec. 8.10 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. 8.9 by the CUSTOMER against BOSCH REXROTH.

8.10. The rights of BOSCH REXROTH pursuant to this sec. 8 are irrevocable, free of charge and apply worldwide and equally to the benefit of AFFILIATED COMPANIES.

8.11. If personal data are processed by BOSCH REXROTH and/or an AFFILIATED COMPANY, 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, which is referred to in an appropriate form.

9. Location of the DATA storage

9.1. Unless otherwise specified in the contract, BOSCH REXROTH uses data centers in the European Union to provide the IOT SERVICES. 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 IOT 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

IOT SOFTWARE. When updating the IOT SOFTWARE, BOSCH REXROTH reserves the right to introduce new or updated FOSS into the IOT SOFTWARE. The corresponding FOSS license terms are provided accordingly. If the IOT 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 IOT SERVICE 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 IOT 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 IOT SERVICES. 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. Obligations of the CUSTOMER to collaborate

12.1. 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 IOT 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 IOT 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.

12.2. The CUSTOMER installs software provided by BOSCH REXROTH and carries out updates in accordance with sub-sec. 17.10 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 3.4 apply accordingly.

12.3. 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 IOT SERVICE. 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. 7.1, 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. 12.3 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. 12.3 by the customer against BOSCH REXROTH.

12.4. Without prejudice to the data backup by BOSCH REXROTH in accordance with sub-sec. 6.7, it is the CUSTOMER's responsibility, as far as possible, to regularly secure his CUSTOMER DATA and DATA OUTPUT. The CUSTOMER is solely responsible for compliance with the CUSTOMER's retention periods under commercial and tax law.

12.5. If the CUSTOMER violates or does not comply with obligations under this sec. 12, BOSCH REXROTH shall not be liable for any resulting consequences.

13. Prices and Payment Terms

13.1. For the IOT SERVICE, the remuneration agreed in a separate document, otherwise the remuneration set out in the price list of BOSCH REXROTH valid at the respective time, plus the statutory value added tax due and other statutory indirect tax as well as other surcharges and supplements thereon, shall be payable.

13.2. Subject to an individual deviating regulation, monthly fees are charged for the IOT SERVICES. BOSCH REXROTH collects one-off payments for the first setup of the IOT SERVICE by individual agreement.

13.3. Unless otherwise agreed, the remuneration must be paid at the beginning of the contract.

13.4. In the case of contracts with an indefinite term or automatic renewal, BOSCH REXROTH has the right to increase the prices for the IOT SERVICE for the first time after the expiry of twelve (12) months with a written announcement of three (3) months, but not more than the prices of BOSCH REXROTH generally valid at the time of the announcement. Further increases in the respective adjusted price positions may be requested at the earliest at the end of another contract year after the last price adjustment. In the event of a price adjustment, the CUSTOMER has the right to terminate the contractual relationship within a period of six (6) weeks from the effective date of the price adjustment, provided that the increase exceeds ten percent (10 %) of the last valid prices.

13.5. Unless otherwise agreed in writing, all invoices from BOSCH REXROTH must be paid cash-free at the latest 30 days after receipt and due date without deduction to a bank account specified by BOSCH REXROTH.

14. Dates

14.1. The service periods for the provision of the IOT SERVICE are specified in the product description.

14.2. The commencement and compliance with performance deadlines are subject to the fulfilment of the CUSTOMER's obligations to collaborate in accordance with sec. 12. If these conditions are not met in due time, the service periods shall be extended appropriately if the service can still be provided. This shall not apply if BOSCH REXROTH is solely responsible for the delay; in this case, sec. 19 shall apply.

14.3. Partial services and corresponding settlements are permissible, unless they are unreasonable for the CUSTOMER.

15. Force Majeure

Is the non-compliance with the delivery periods for force majeure and other disturbances not attributable to BOSCH REXROTH, e.g. war, terrorist attacks and acts, uprisings, epidemics, pandemics, natural disasters, extreme natural events, import and export restrictions, restrictions on energy availability, government measures or official orders, including those relating to suppliers, will extend the agreed delivery periods. This also applies to industrial action concerning BOSCH REXROTH or its suppliers. This also includes defective or delayed deliveries by suppliers due to force majeure.

16. Readiness to receive, Technical Availability

16.1. BOSCH REXROTH owes the readiness to receive CUSTOMER DATA as defined in the product description. Readiness to receive means the acceptance of the CUSTOMER DATA delivered by the CUSTOMER at the agreed frequency to the transfer point within a certain period of time.

16.2. BOSCH REXROTH owes the availability of the IOT SOFTWARE agreed in an SLA or in the other contractual documents and conditions. The IOT SOFTWARE is available when the CUSTOMER can perform and use the essential functions of the IOT SOFTWARE. The availability of the IOT SOFTWARE is defined as the percentage of the time that the IOT SOFTWARE will take in the course of a given period (unless otherwise stipulated in the SLA, this is one contract year) during the service provision time agreed in the SLA (unless otherwise stipulated in the SLA, the support availability, see subsec. 17.5) at the Internet node of the data center of the respective host-providers available for use by the CUSTOMER. This definition applies to the calculation of unavailability. Availability is calculated according to the following formula: Availability = (Service Provisioning Time (h) - Unavailability (h)) / Service Provisioning Time (h) x 100. Unless otherwise stipulated in the SLA, availability of 97.5% per contract year shall be deemed agreed.

16.3. If the IOT SOFTWARE is not available due to

a) scheduled maintenance (e.g., for updates and upgrades),
b) other planned business interruptions,
c) for other reasons for which BOSCH REXROTH is not responsible, such as emergency measures that were not foreseeable and predictable, disruptions in the provision, operation and support of the communication link of the CUSTOMER (communication sections outside the data center), in particular due to a failure of the CUSTOMER's Internet connection,

the IOT SOFTWARE will be considered available during these times for the purposes of the availability calculation. BOSCH REXROTH will plan maintenance and service interruptions in such a way that the use of the IOT SOFTWARE by the CUSTOMER is affected as little as possible. Planned maintenance work must be reported to the CUSTOMER with a lead time of at least fourteen (14) calendar days. During maintenance work, BOSCH REXROTH will not be obliged to provide any information in accordance with sub-sec. 16.1.

16.4. BOSCH REXROTH owes the availability of the functionalities of the IOT SOFTWARE described in the product description and the readiness to receive only if the system requirements also regulated there are fulfilled by the CUSTOMER. The CUSTOMER is solely responsible for meeting the system requirements. For changes to the system requirements or the technical system of BOSCH REXROTH, the provision of sec. 26 applies accordingly.

17. Support

17.1. BOSCH REXROTH provides the customer with first level support as a first point of contact for INCIDENTS.

17.2. The CUSTOMER is obliged to report INCIDENTS immediately, at the latest on the following working day. The minimum information required to report an INCIDENT is as follows:

a) Functionality affected;
b) Environment affected;
c) UNITS affected;
d) date and time of occurrence of the INCIDENT;
e) User ID affected, if available;
f) Categorization of the INCIDENT by the CUSTOMER; and
g) Description of the INCIDENT:
i. What troubleshooting measures have already been carried out by the CUSTOMER;
ii. Which behavior has shown due to the fault elimination measures of the CUSTOMER.

17.3. As part of First Level Support, unless otherwise stipulated in the SLA, BOSCH REXROTH will create an error ticket for each INCIDENT and, at its reasonable discretion, finally assign it to the corresponding error category in accordance with the SLA.

17.4. If no error categories are defined elsewhere in the SLA, the following error categories apply:

a) Error category 1: A Category 1 error exists if the use of the IOT SOFTWARE or large parts thereof, for example due to malfunctions, incorrect work results or excessive response times is impossible or severely restricted (e.g.: There are significant deviations from the product description, data is stored incorrectly or incorrectly, program interruptions occur in functions).
b) Error category 2: A Category 2 error exists if the use of the IOT SOFTWARE is not impossible or severely restricted, for example due to malfunctions, incorrect work results or excessive response times, the restriction(s) of use is (are) not only insignificant.
c) Error category 3: A Category 3 error exists if the use of the IOT SOFTWARE is not directly and/or significantly impaired, such as with unfavourably defined basic settings or missing nice-to-have functions.
d) Other errors: In the case of errors that cannot be classified in the above categories, e.g. in the event of only minor errors without affecting the usability of the IOT SOFTWARE or in the case of questions or requests for improvement by the CUSTOMER, it is at the discretion of BOSCH REXROTH to act.

17.5. The support availability is regulated in the SLA. Unless otherwise stated, support is available during the operating hours of BOSCH REXROTH Monday-Friday from 08:00 to 16:30 CET/CEST, excluding public holidays in Baden-Württemberg.

17.6. The response time runs during the support availability in accordance with sub-sec. 17.5 and begins after all necessary information has been communicated in accordance with sub-secs. 17.5. 17.2 Notices outside of the Support Availability are considered to be received at 8 am on the day of the next Support Availability. Unless otherwise agreed in the SLA, reaction times for BOSCH REXROTH of a maximum of 12 hours apply to error categories 1-3.

17.7. The response time shall be deemed complied with if BOSCH REXROTH has provided qualified feedback to the CUSTOMER within the response time and the rectification of the error has started. Upon request, BOSCH REXROTH will provide the CUSTOMER with a non-binding estimate of the time that is expected to be required for troubleshooting.

17.8. For INCIDENTs that cannot be fixed by First Level Support, a redirect to Second Level Support, if available, is done together with the goal of setting up a temporary workaround.

17.9. The CUSTOMER will be informed at regular intervals about the processing status and the solution until it has been implemented and the INCIDENT has been eliminated. However, if the qualification of the error ticket by BOSCH REXROTH indicates that the fault in a service or cooperation obligations of the CUSTOMER pursuant to sec. 12 or for other reasons not attributable to BOSCH REXROTH, the CUSTOMER is have no right of support from BOSCH REXROTH.

17.10. Updates (upgrades, updates or patches or bugfixes) of the IOT SOFTWARE are made by BOSCH REXROTH as required and in accordance with the maintenance regulations in the SLA and taking into account sec. 26, are also subject to these GTC unless they are subject to a separate agreement.

18. Defects as to Quality/Defects of Title

18.1. Only the product description of the IOT SERVICE (e.g., in the DOCUMENTATION) provided by BOSCH REXROTH prior to the conclusion of the contract or agreed in a separate document is decisive for the quality of especially the IOT SOFTWARE. For updates of the IOT SOFTWARE, the last available version of the product description applies. This applies in particular to the characteristics with regard to IT security. More far-reaching quality is not owed and does not derive, in particular, from public statements or advertising by sales partners of BOSCH REXROTH.

18.2. In the event of a defective DATA OUTPUT, the data will be removed by providing or sending a new

DATA OUTPUT, unless the error is due to a data gap for which BOSCH REXROTH is not responsible.

18.3. In the event of culpable non-fulfilment of the readiness to receive CUSTOMER DATA (see sub-sec. 16.1), the CUSTOMER is entitled to demand renewed fulfilment on the basis of records. If the new performance is impossible because the CUSTOMER DATA to be received is no longer available, the CUSTOMER is entitled to demand a reduction in price. The reduction is calculated proportionately according to the lost time compared to the billing period based on the corresponding billing amount. The reduction must be claimed at the latest by the end of the next billing period.

18.4. BOSCH REXROTH shall not be liable for errors of the IOT SOFTWARE,

a) which result from the non-compliance with the agreed upon collaboration obligations or those collaboration obligations in accordance with sec. 12; or
b) which have been caused by application errors of the CUSTOMER and which could have been avoided if the DOCUMENTATION had been carefully consulted; application errors also include non-existent or insufficient backup measures according to sub-sec. 12.4 which have avoided data loss or
c) which are based on the fact that the IOT SOFTWARE has been used in an operating environment other than the one approved by BOSCH REXROTH; or
d) which do not originate from the sphere of BOSCH REXROTH (for example, errors from the sphere of the CUSTOMER or from telecommunications services, errors of the hardware, the operating system or errors resulting from software applications from other manufacturers) or errors that are due to a falsification or impairment of DATA or its transmission by the use of other data processing and transmission devices at the CUSTOMER (e.g., bus systems and electronic control units). This also includes virus attacks or other external influences not attributable to BOSCH REXROTH, such as fire, accidents, power outages, etc.

18.5. Defects in the IOT SOFTWARE, including the DOCUMENTATION (e.g., the user manual/online manual), will be processed by BOSCH REXROTH within the specified response times after the CUSTOMER has promptly notified the defect. The same applies to other malfunctions in the possibility of using the IOT SOFTWARE for which BOSCH REXROTH is responsible. The provisions of this sec. 18 shall apply mutatis mutandis to defects of title that are not based on the infringement of PROPERTY RIGHTS.

18.6. The claims of the CUSTOMER pursuant to this sec. 18 shall become statute-barred twelve (12) months after the respective due date of the IOT SERVICE pursuant to sec. 14.

18.7. Sec. 19 shall apply to any claims by the CUSTOMER for DAMAGES; liability for damages independent of fault for defects that were already present at the time of conclusion of the contract, is excluded in any case.

19. Claims for DAMAGES

19.1. BOSCH REXROTH shall be liable under the statutory provisions for DAMAGES for breach of contractual or non-contractual obligations only

a) in the event of intent or gross negligence,
b) in the event of negligent or intentional injury to life or limb or health,
c) because of the assumption of a quality or durability guarantee,
d) in the event of culpable breach of essential contractual obligations; such contractual obligations are deemed to be essential that enable the proper execution of the contract in the first place and which the CUSTOMER may regularly rely on compliance with,
e) due to mandatory liability under the Product Liability Act
f) for mandatory data protection reasons or
g) due to other mandatory liability.

19.2. The liability for DAMAGES according to sec. 19.1.d) is limited to the amount of the foreseeable damage typical of the contract at the time of conclusion of the contract in the event of a simple negligent breach. This also applies to damages caused by simple negligence by vicarious agents of BOSCH REXROTH. The contract-typical, foreseeable damage from breaches of duty by BOSCH REXROTH corresponds to the amount of the remuneration paid by the CUSTOMER per calendar year, but however not exceeding EUR 100,000.

19.3. When using the IOT SOFTWARE, BOSCH REXROTH shall in particular not be liable for damage caused to the CUSTOMER due to failure to back up data pursuant to sub-sec. 12.4 or caused by improper operation or improper use or for damage caused by uploading CUSTOMER DATA in accordance with sec. 6.6.

19.4. A further liability for DAMAGES, than in this sec. 19, is - regardless of the legal nature of the claim asserted - excluded.

19.5. Insofar as liability for DAMAGES by BOSCH REXROTH is excluded or limited, this also applies to personal liability for DAMAGES of employees, representatives and vicarious agents.

19.6. For telecommunications services, the statutory limitations of liability for providers of publicly accessible telecommunications services remain unaffected.

20. Property rights and Copyrights

20.1. BOSCH REXROTH shall be liable for claims arising from the infringement of PROPERTY RIGHTS if at least one PROPERTY RIGHT from the property right family has been published either from the European Patent Office or in one of the states of the Federal Republic of Germany, France, Great Britain, Austria or USA.

20.2. Prerequisites for liability under sub-sec. 20.1 are that

a) the PROPERTY RIGHT is not or was not owned by the CUSTOMER or by an affiliated company (within the meaning of § 15 AktG) of the CUSTOMER and

b) the CUSTOMER is not accountable for the infringement of PROPERTY RIGHTS.

20.3. Claims by the CUSTOMER are excluded if the IOT SERVICE is carried out according to an individual specification or instruction of the CUSTOMER or if the (alleged) violation of the PROPERTY RIGHT derives from use in interaction with another product not originating from BOSCH REXROTH or the IOT SERVICE is used in a way that was not foreseeable for BOSCH REXROTH.

20.4. The claims against BOSCH REXROTH pursuant to this sec. 20 are subject to the proviso that the CUSTOMER

a) informs BOSCH REXROTH without undue delay about the assertion of claims by third parties,

a) provides BOSCH REXROTH with copies of any correspondence relating thereto with the claimant and courts without undue delay upon receipt thereof,

b) provides BOSCH REXROTH with the necessary information to defend against the claim,

c) at the request of BOSCH REXROTH, leave it to BOSCH REXROTH to manage the litigation by the CUSTOMER and grant BOSCH REXROTH the final decision on the conclusion of any judicial and extrajudicial settlements; and

d) provides BOSCH REXROTH with adequate support in defending against third-party claims.

20.5. In the event that the CUSTOMER is either legally obliged to refrain from using the IOT SERVICE or a part of it in each case, or if an interim injunction is served on the CUSTOMER, BOSCH REXROTH will, in its sole discretion, either provide the CUSTOMER with the right to re-use the IOT SERVICES or the right to replace or modify the IOT SERVICES while maintaining agreed functionalities. If the aforementioned alternatives cannot be realized under reasonable conditions, both parties are entitled to terminate the contract. If reasonable for the CUSTOMER, the termination will only take place to the extent necessary to remedy the infringement. BOSCH REXROTH reserves the right to withdraw from the contract pursuant to this sec. 20.5 sentence 1 to take the measures available for selection even if the infringement of PROPERTY RIGHTS has not yet been legally established or recognized by BOSCH REXROTH.

20.6. The obligation of BOSCH REXROTH to pay DAMAGES in the event of infringement of PROPERTY RIGHTS shall otherwise be governed by sec. 19.

20.7. Sub-sec. 18.6 shall apply mutatis mutandis to the limitation period of claims due to infringement of PROPERTY RIGHTS.

20.8. Any other than those specified in this sec. 20 regulated claims of the CUSTOMER due to the infringement of PROPERTY RIGHTS of third parties are excluded.

21. Term, Suspension, Termination

21.1. Subject to an individual agreement, the product-specific provisions for the termination of the IOT SERVICES shall apply. In the absence of this, the IOT SERVICE can be terminated by both parties at any time with a notice period of three (3) months to the end of the calendar month.

21.2. In principle, the termination must be in writing. If provided for by the IOT SERVICE, the termination will only take place within the subscription management or in electronic form.

21.3. BOSCH REXROTH is entitled, at its own discretion, to immediately block the use of the IOT SOFTWARE and the storage space if there is a reasonable suspicion that the stored CUSTOMER DATA is unlawful and/or violates the rights of third parties. A justified suspicion of unlawfulness and/or infringement of rights exists in particular if courts, authorities and/or other third parties (if necessary via the notification button) inform BOSCH REXROTH thereof. BOSCH REXROTH will notify the CUSTOMER of the suspension and the reason for this as well as possible remedies. The ban shall be lifted as soon as the suspicion has been refuted.

21.4. If the CUSTOMER violates the provisions of these GTC, in particular the provisions of sec. 12, BOSCH REXROTH may, after prior notification to the CUSTOMER, block the CUSTOMER's access to the IOT SOFTWARE if the violation can be remedied by this. The lock shall be lifted as soon as the reason for the lock no longer exists. If the CUSTOMER continues to violate the provisions of these GTC despite a corresponding written warning from BOSCH REXROTH, BOSCH REXROTH may terminate the contractual relationship without notice, unless the CUSTOMER is not responsible for these violations. In this case, the CUSTOMER shall not be entitled to a refund of the fee already paid.

21.5. The contract may also be terminated in writing by either party without notice for good cause. An important reason exists in particular:

a) for both parties

i. if a significant deterioration of the other party's financial circumstances occurs or threatens to occur and the fulfilment of a contractual obligation by this party to the other party is jeopardized,
ii. if the other party requests the opening of insolvency proceedings or comparable debt settlement proceedings on its assets; or
iii. if the other party is found to be insolvent or over-indebted,
iv. if the business operations of the other party are terminated in whole or in part for the long term; or
v. if the other party does not remedy a serious or repeated breach of contract even after a written request and setting a reasonable period of time.

b) for BOSCH REXROTH

i. if the CUSTOMER is in arrears with two consecutive payments of the remuneration pursuant to sub-sec. 13.1 or with a not insignificant part of this remuneration for two consecutive periods of time or in a period extending over more than two periods of time with the payment of the fee in the amount of an amount that reaches the fee for two periods of time.

21.6. The right of termination of the CUSTOMER due to the non-granting of use pursuant to § 543 subsec. 2 sentence 1 no. 1 German Civil Code (BGB) is excluded unless the production of the contractual use is to be regarded as failed. A production of the contractual use shall be deemed to have failed at the earliest after the unsuccessful second attempt.

21.7. The provisions of § 314 BGB remain unaffected.

21.8. Statutory rights and claims beyond this shall not be restricted by the provisions contained in sec. 21.

22. Consequences of Termination of the IOT SERVICE

22.1. A termination or discontinuation of the IOT SERVICE also includes a termination/ discontinuation of the authorizations, registrations and the USER ACCOUNT and, if applicable, a termination of all user IDs provided to the CUSTOMER at the time of termination. Termination of this contractual relationship does not affect the use of the SINGLEKEY ID. This requires the termination in accordance with the contractual terms and conditions of the SINGLEKEY ID.

22.2. Subject to feasibility and effort, BOSCH REXROTH will provide the CUSTOMER upon a separately agreed remuneration with the export and backup of the CUSTOMER DATA, including the conversion to another Support service providers.

22.3. Upon termination of the IOT SERVICE, BOSCH REXROTH may delete the DATA at its own discretion. The rights of BOSCH REXROTH according to sub-secs. 8.4- 8.8 and 8.10 are expressly reserved.

23. Export Control

23.1. In this sec. 23, the following terms shall have the meaning defined below

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.
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.
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.
d) "ITEMS" are all items, software and technology.
e) "LICENSED IP" means all INTELLECTUAL PROPERTY RIGHTS to which Licenses are granted under the contract.
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".
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.

23.2. Compliance with EXPORT CONTROL REGULATIONS; Liability

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.
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.

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.

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 section 23.2 b) or delay in performance according to section 23.2 c).

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 end-use 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.

f) In the event that the CUSTOMER provides to any third party (specifically including any affiliate of the CUSTOMER within the meaning of § 15 AktG) 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.

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.

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.

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.

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

23.3. Re-Exportation prohibition

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:

a) 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.

b) The CUSTOMER shall undertake its best efforts to ensure that the purpose of Section

23.3 a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

c) 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 Sections 23.3 a).

d) If the CUSTOMER breaches Sections 23.3 a) to 23.3 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.

e) The CUSTOMER shall immediately inform BOSCH REXROTH about any problems in applying Sections 23.3 a) to 23.3 c), including any relevant activities by third parties that could frustrate the purpose of Section 23.3 a). The CUSTOMER shall make available to BOSCH REXROTH information concerning compliance with the obligations under Sections 23.3 a) to 23.3 c) within two weeks of the simple request of such information.

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

a) The LICENSEE undertakes

i. not to use the LICENSED IP in connection with (i) the development, production, handling, operation, maintenance, storage, detection, identification or dis-semination 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;

ii. 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;

iii. 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

iv. 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.

b) Insofar as the LICENSEE is entitled to grant sub-LICENSES or to transfer the LICENSE, the LICENSEE shall impose contractual prohibitions corresponding to Section 23.4 a) and obligations corresponding to this Section 23.4 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.

c) If the LICENSEE violates the above provisions of Section 23.4 a) and/or 23.4 b), BOSCH REROTH shall have the right to terminate the contract with immediate effect.

d) The LICENSEE shall inform BOSCH REXROTH immediately of any violations or issues that arise in the application of Section 23.4, including any actions by third parties that could jeopardise or frustrate the purpose of Section 23.4. The LICENSEE shall inform BOSCH REXROTH at any time without undue delay about its compliance with its obligations under Section 23.4 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.

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.

23.5. The provisions of this Section 23 shall take precedence over the other provisions of these GTC.

24. Confidentiality

24.1. All CONFIDENTIAL INFORMATION originating from BOSCH REXROTH shall be kept secret from third parties and may only be made available in the CUSTOMER's own operations to persons who have a need to know the respective CONFIDENTIAL 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 written consent of BOSCH REXROTH. Upon request of BOSCH REXROTH, all CONFIDENTIAL INFORMATION originating from BOSCH REXROTH (if applicable, inclusive copies or records made) and items provided on loan that contain CONFIDENTIAL INFORMATION shall be fully returned to BOSCH REXROTH or destroyed without undue delay.

24.2. The obligation to maintain secrecy pursuant to sub-sec. 24.1 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.

24.3. BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named to in sec. 24.1.

25. Miscellaneous Provisions

25.1. Should any provision be or become invalid, the effectiveness of the remainder of the provisions shall not be affected. In this case, the invalid provision shall be replaced by an acceptable agreement that comes closest to the economic purpose of the original invalid provision. The same applies to any gaps.

25.2. To the extent permitted by law, the exclusive place of jurisdiction is Stuttgart (for local court proceedings the local court in 70190 Stuttgart), Germany. BOSCH REXROTH reserves the right to appeal to a court having jurisdiction over the seat or branch of the CUSTOMER.

25.3. All legal relationships between BOSCH REXROTH and the CUSTOMER are governed exclusively by German law excluding the of conflict of laws provisions. The applicability of the UN Convention on the International Sale of Goods (CISG) is expressly excluded.

26. Changes to the IOT SOFTWARE and Amendments to these GTC

26.1. BOSCH REXROTH reserves the right to modify these General Terms and Conditions, the SLA and the IOT SERVICE at any time with effect even within the existing contractual relationships, adapt API compatibility or with regard to further developments of the IOT SOFTWARE or technical progress, while maintaining the basic functionality of the IOT SOFTWARE.

26.2. 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). If the CUSTOMER does not object within thirty (30) days from receipt of the notification and the use of the IOT SERVICE continues even after the expiry of the objection period, the changes are considered to be effective from the expiry of the deadline. In the event of an objection, the contractual relationship will continue to the previous conditions. In the event of an objection, BOSCH REXROTH is entitled to terminate the contractual relationship with one (1) month's notice. CUSTOMER shall be advised in the change notification of its right to object and of the consequences.

27. Definitions

27.1. "ACCESS DATA": Data required for the USER ACCOUNT, esp. User ID (e.g., e-mail address or mobile phone number) and password.

27.2. "AFFILIATED COMPANIES": Every legal entity which is controlled by BOSCH REXROTH, which controls BOSCH REXROTH or which is jointly controlled with BOSCH REXROTH. 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.

27.3. "DAMAGES": Compensation for damages and reimbursement of futile expenses in accordance with § 284 BGB.

27.4. "CUSTOMER DATA": All content of the CUSTOMER and/or its end customers generated and/or transmitted in connection with the use of the IOT SERVICE. 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 IOT SOFTWARE.

27.5. "CUSTOMER REPOSITORY": Storage space provided by the CUSTOMER or by BOSCH REXROTH for storing CUSTOMER DATA.

27.6. "DATA": Collective term for all information collected, processed and/or stored in digital form, in particular CUSTOMER DATA and DATA OUTPUT.

27.7. "DATA ACT": Regulation (EU) No 2854/2023.

27.8. "DATA MANAGEMENT": See sub-sec. 4.1.

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

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

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

27.12. "DIRECTLY ACCESSIBLE DATA": ORIGINAL DATA directly accessible by the IOT SERVICE within the meaning of the DATA ACT.

27.13. “DOCUMENTATION": All information necessary to work with the IOT SOFTWARE in accordance with the intended use.

27.14. “FOSS”: Free and Open Source Software, in particular those under approved licenses of the Free Software Foundation (FSF) and/or the Open Source Initiative (OSI).

27.15. “INCIDENTS”: Malfunctions that occur during the use of the IOT SOFTWARE.

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

27.17. “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.

27.18. “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.

27.19. "PROPERTY RIGHT": Industrial property rights of third parties or copyright of third parties.

27.20. "READILY AVAILABLE DATA": DATA pursuant to Article 2 No. 17 DATA ACT, i.e. ORIGINAL DATA, for which the IOT SERVICE does not provide direct access that is easily accessible to BOSCH REXROTH.

27.21. “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.

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

27.23. “SERVICE LEVEL AGREEMENT” ("SLA"): Defines availability and support.

27.24. “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.

27.25. “CONFIDENTIAL INFORMATION": Information pursuant to § 2 Nr. 1 German Act on the Protection of Trade Secrets (GeschGehG).

27.26. "UNIT": Relevant system or component of a machine for which the provision of IOT SERVICES takes place.

27.27. “USER ACCOUNT": Allows access to and use of the IOT SOFTWARE.

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