

The following End User License Agreement (hereinafter: "EULA") apply to the provision of Software by [Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr a. Main](#) (hereinafter: "BOSCH REXROTH" and "SOFTWARE") to the customer (hereinafter: "CUSTOMER"). The legal relationship and agreed terms (such as delivery conditions, warranty, compensation) between the CUSTOMER and a third party from whom the CUSTOMER licenses the SOFTWARE remain unaffected by this.

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. Subject Matter

- 1.1. This EULA concerns the licensing and grant of usage rights to software from BOSCH REXROTH ("SOFTWARE"). The description of the SOFTWARE is set out in the documentation and the license data.
- 1.2. The SOFTWARE comprises, as far as feasible, the executable program code and the corresponding documentation in electronic form. Subject to sec. 2.1., the source code does not form part of the subject matter of the contract.
- 1.3. The following license types are distinguished by BOSCH REXROTH, which are detailed in the license data:
  - a) with a single/user license, the CUSTOMER is entitled to use the SOFTWARE on a single target hardware.
  - b) under the network/server or floating license, the CUSTOMER may install the SOFTWARE on a network server or on any number of target hardware that are connected to the local network. In this case, the SOFTWARE may only be used simultaneously on a specified number of target hardware or workstations.
  - c) With a volume/multiple/multi-license, the CUSTOMER is entitled to use a specified number of individual licenses.
  - d) Under a corporate license, the SOFTWARE may be used within the licensee's company at the agreed-upon locations.
- 1.4. BOSCH REXROTH is entitled to technically secure the SOFTWARE against unauthorized use, for example, through program locks. The CUSTOMER must not remove or circumvent such protective measures of the SOFTWARE. To activate the SOFTWARE after installation and in the event of a change in the software and hardware environment, the application for a license key may be required.

## 2. FOSS

- 2.1. The SOFTWARE may contain Free and Open Source Software, particularly that which is licensed under agreements recognized by the Free Software Foundation (FSF) and/or the Open Source Initiative (OSI) (hereinafter referred to as "FOSS"). The CUSTOMER will be provided with an up-to-date list of the FOSS contained and the cor-

responding applicable FOSS license terms upon request before entering into the contract, however at the latest, when the SOFTWARE is delivered. If the SOFTWARE contains a FOSS component, CUSTOMER's dealing with such FOSS component shall be primarily governed by the corresponding FOSS license, with which CUSTOMER obliges to comply.

- 2.2. BOSCH REXROTH reserves the right to, over the course of actualizations (including updates, upgrades, respectively patches or bugfixes) or a new version, introduce new or updated FOSS into the SOFTWARE. The corresponding FOSS license(s) will be provided at the latest with the delivery of the actualization. Furthermore 2.1. shall apply accordingly.
- 2.3. Beyond the fulfillment of its own license obligations stemming from included FOSS, BOSCH REXROTH does not render any support services that serve the fulfillment of the CUSTOMER's license obligations stemming from included FOSS.
- 2.4. If software products are also made available from third-party providers and these are not to be regarded as FOSS, BOSCH REXROTH reserves the right to transfer them subject to the corresponding exclusive terms and conditions of the third-party provider. These software products may solely be used in connection with the SOFTWARE.

## 3. Rights of Use

- 3.1. The CUSTOMER is granted
  - a) in the case of a paid, indefinite provision of SOFTWARE, the indefinite, non-exclusive right;
  - b) in the case of a paid, limited provision of the SOFTWARE, the limited, non-exclusive, non-transferable right;
  - c) in the case of a gratuitous provision of the SOFTWARE (possibly for testing purposes), the limited, non-exclusive right

to use the SOFTWARE in accordance with the respective license type and in compliance with the specifications of the documentation pursuant to these EULA. The use is only permitted in the agreed countries of destination. In the absence of an explicit agreement, this is the country in which BOSCH REXROTH has its administrative seat. The permitted commercial use includes the installation, loading

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into memory, displaying, and running of the SOFTWARE. However, in the case of gratuitous provision and unless otherwise agreed, the CUSTOMER is not entitled to use the SOFTWARE for commercial or productive purposes.

- 3.2. The CUSTOMER may prepare and use back-up copies of the SOFTWARE to the extent set out in section 69d (2) German Copyright Act (UrhG). Back-up copies must be marked as such and be marked with the copyright notice of the original SOFTWARE as far as is possible. The CUSTOMER is also bound to these EULA with respect to its use of the back-up copy.
- 3.3. Except in the case of a paid, indefinite provision, the CUSTOMER is not entitled to distribute the SOFTWARE or otherwise transfer it to third parties or make it available to third parties (including rental, leasing, lending, or sublicensing) without the prior written consent of BOSCH REXROTH. In any case, the CUSTOMER may transfer the SOFTWARE from one device (target hardware) or workstation to another device (target hardware) or workstation, provided that it is ensured at all times that the SOFTWARE can only be used in accordance with the scope agreed upon in the respective license model.
- 3.4. The CUSTOMER is not entitled to edit, modify, reverse engineer, decompile, disassemble, or otherwise ascertain the source code of the SOFTWARE or any parts thereof, nor to create derivative works of the SOFTWARE. The mandatory, non-disposable provisions of Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected by this.
- 3.5. The CUSTOMER may only engage third parties to conduct the measures in compliance with secs. 3.2 and 3.4, only engage third parties that are not competitors of BOSCH REXROTH, unless the CUSTOMER demonstrates that the risk of disclosing important information according to Section 2 No. 1 of the German Trade Secrets Act (hereinafter referred to as "TRADE SECRETS") of BOSCH REXROTH (particularly regarding the functions and design of the SOFTWARE) is excluded.
- 3.6. If BOSCH REXROTH provides the CUSTOMER with updates (including upgrades, updates and/or patches or bugfixes) and/or a new version of SOFTWARE, these are also subject to the terms of these EULA, except to the extent that they are part of a separate agreement. Once the new SOFTWARE version has been installed, the CUSTOMER's rights to the previous version shall end after a transition phase of one month.
- 3.7. The CUSTOMER shall erase all data media, copies of the SOFTWARE, including the back-up copies, and the DOCUMENTATION provided for use, or destroy these and confirm this in writing to BOSCH REXROTH on request..
- 3.8. All further rights to the SOFTWARE that are not explicitly granted, also including, in particular, all

rights to the trademark and to other intellectual property in the SOFTWARE shall remain with BOSCH REXROTH. Designations of the SOFTWARE, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or obliterated.

### 4. Obligation of the CUSTOMER to collaborate and provide information

- 4.1. The CUSTOMER is responsible for its hardware and software environment being compliant with the system requirements of the SOFTWARE.
- 4.2. It is partially possible to use the SOFTWARE to influence or control an electronic system. Therefore, taking account of the risk analysis, the SOFTWARE may be operated (and if necessary, to be installed) solely by qualified specialist personnel).
- 4.3. The CUSTOMER shall secure the SOFTWARE against being accessed by unauthorized third parties by taking suitable measures, in particular storing all the back-up copies of the SOFTWARE and the documentation in a safe place.
- 4.4. The CUSTOMER shall take reasonable precautions in case the SOFTWARE fails to work properly either in whole or in part (e.g. by means of daily data back-up, malfunction diagnosis, regularly examining the data processing results). Unless the CUSTOMER explicitly indicates otherwise in advance, BOSCH REXROTH may assume that there has been a back-up of all data of CUSTOMER which BOSCH REXROTH can come into contact with.

### 5. ENGINEERING SOFTWARE

- 5.1. Some SOFTWARE may contains software with which certain products can be selected, calculated, dimensioned and/or configured and/or a toolbox comprising SOFTWARE components and development environment to support the CUSTOMER when creating/changing software (hereinafter: „ENGINEERING SOFTWARE“).
- 5.2. 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.
- 5.3. 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 with the help of the ENGINEERING SOFTWARE therefore lies solely with the CUSTOMER. A product order is placed solely on the basis of the

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catalogue details and of the documentation belonging to the product.

- 5.4. If and insofar as a copyrighted material is created for the CUSTOMER as a result of changing/generating software by using ENGINEERING SOFTWARE or if the CUSTOMER applies for/acquires a property right based on the above change/creation, the CUSTOMER shall notify BOSCH REXROTH thereof without undue delay and grant to BOSCH REXROTH a non-exclusive, irrevocable license unlimited as to time and free of charge, which also confers upon BOSCH REXROTH the right to grant sub-licenses; with regard to property rights, the CUSTOMER shall grant a license to BOSCH REXROTH in a separate contract subject to customary market conditions.

### 6. Claims for Damages auf SCHADENSERSATZ

- 6.1. BOSCH REXROTH shall be liable for damages German Civil Code (hereinafter: "DAMAGE" based on a violation of contractual or non-contractual obligations only :
- a) in the event of intent (Vorsatz) or and in case of a paid license also for gross negligence (grobe Fahrlässigkeit);
  - b) in the event of a negligent or in case of a paid license also for intentional injury to life or limb or health;
  - c) on account of mandatory liability pursuant to the German Product Liability Act (Produkthaftungsgesetz; or
  - d) on account of other mandatory liability.
- 6.2. The liability for DAMAGES of sec. 6.1 d) by a violation through simple negligence (einfach fahrlässige Verletzung wesentlicher Vertragspflichten) shall be limited to the amount of damage typical of the contract and foreseeable the time when the contract was concluded. This applies accordingly for DAMAGES caused by persons engaged in the performance of an obligation of BOSCH REXROTH (Erfüllungsgehilfen) by simple negligence (einfache fahrlässige Verletzung). The amount of DAMAGES typical of the contract and foreseeable, based on violations of obligations by BOSCH REXROTH, corresponds to the amount of the remuneration paid by the CUSTOMER but not, however, exceeding EUR 100,000.
- 6.3. In case of SOFTWARE, BOSCH REXROTH shall not be liable in particular for DAMAGES incurred by the CUSTOMER due to a failure to back-up data in accordance with sec. 4.4 or due to incorrect operation or to usage not in compliance with the designated purpose.
- 6.4. Any liability for DAMAGES beyond that provided for in sec. 6 is excluded – regardless of the legal nature of the claim established.
- 6.5. Insofar as the liability for DAMAGES by BOSCH REXROTH is excluded or reduced, this also applies to the personal liability for DAMAGES of the employ-

ees, representatives and of persons engaged in performance of an obligation (Erfüllungsgehilfen).

### 7. Export Control

- 7.1. Definitions: In this sec. 7 the following terms shall have the meaning defined below:
- 7.1.1. "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.
- 7.1.2. "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.
- 7.1.3. "INTELLECTUAL PROPERTY RIGHTS" are all intellectual property rights worldwide, including trade secrets 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 trade secrets.
- 7.1.4. "ITEMS" are all items, software and technology.
- 7.1.5. "LICENSED IP" means all Intellectual Property Rights to which Licenses are granted under the contract.
- 7.1.6. "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 trade secrets. The CUSTOMER of the rights is also referred to as the "LICENSEE".
- 7.1.7. "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.
- 7.2. Compliance with EXPORT CONTROL REGULATIONS; Liability
- 7.2.1. 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.
- 7.2.2. 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

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(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.

7.2.3. 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.

7.2.4. 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 sub-sec. 7.2.2 or delay in performance according to sub-sec. 7.2.3.

7.2.5. 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.

7.2.6. 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.

7.2.7. 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.

7.2.8. 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 us (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.

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

### 7.3. 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:

7.3.1. The CUSTOMER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EU) No. 765/2006, as amended from time to time.

7.3.2. The CUSTOMER shall undertake its best efforts to ensure that the purpose of sub-sec. 7.3.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

7.3.3. The CUSTOMER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of sub-sec. 7.3.1.

7.3.4. If the CUSTOMER breaches sub-secs. 7.3.1 to 7.3.3, 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.

7.3.5. The CUSTOMER shall immediately inform BOSCH REXROTH about any problems in applying sub-secs. 7.3.1 to 7.3.3, including any relevant activities by third parties that could frustrate the purpose of sub-sec. 7.3.1. The CUSTOMER shall make available to BOSCH REXROTH information concerning compliance with the obligations under sub-secs. 7.3.1 to 7.3.3 within two weeks of the simple request of such information.

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

7.4.1. The LICENSEE undertakes

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- a) 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;
  - 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;
  - 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
  - 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.
- 7.4.2. Insofar as the LICENSEE is entitled to grant sub-LICENSES or to transfer the LICENSE, the LICENSEE shall impose contractual prohibitions corresponding to sub-sec. 7.4.1 and obligations corresponding to this sub-sec. 7.4.2 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.
- 7.4.3. If the LICENSEE violates the above provisions of sub-sec. Ziff. 7.4.1 and/or 7.4.2, BOSCH REROTH shall have the right to terminate the contract with immediate effect.
- 7.4.4. The LICENSEE shall inform BOSCH REXROTH immediately of any violations or issues that arise in the application of sub-sec. 7.4 including any actions by third parties that could jeopardize or frustrate the purpose of sub-sec. 7.4. The LICENSEE shall inform BOSCH REXROTH at any time without undue delay about its compliance with its obligations under sub-sec. 7.4 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.
- 7.4.5. The LICENSES granted under the contract are granted only to the extent and within the territorial scope permitted by EXPORT CONTROL REGULA-

TIONS. 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.

7.5. The provisions of this sec. 7 shall take precedence over the other provisions of these EULA.

## 8. Confidentiality

8.1. 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.

8.2. The obligation to uphold secrecy pursuant to sub-sec. 8.1 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.

8.3. BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named in sec. 8.1.

## 9. Access to and Use of Data/ Data Protection

9.1. BOSCH REXROTH will use, store, copy, modify, analyze, provide, view, download or otherwise exploit all information collected, processed and/or stored in digital form (hereinafter: "DATA") itself or by third parties for the purpose of providing the service itself or by third parties for the purpose of providing the service.

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- 9.2. DATA falling within the scope of Regulation (EU) No 2854/2023 (hereinafter: **"DATA ACT"**), i.e., raw data, metadata and interpretable (if necessary for later transmission or analysis or made understandable pre-processed) DATA (hereinafter: **"ORIGINAL DATA"**), in accordance with the provisions and restrictions of the DATA ACT.
- 9.3. BOSCH REXROTH may use the DATA in anonymised or pseudonymised form for machine learning and product improvements or product expansions.
- 9.4. BOSCH REXROTH assures that it will not use the ORIGINAL DATA to gain insights into the economic situation, assets, and production methods of the CUSTOMER, or into the CUSTOMER's usage in any other way that could undermine the CUSTOMER's commercial position in the markets in which it operates.
- 9.5. To the extent permitted by law (especially with regard to sub-sec. 9.4) BOSCH REXROTH is entitled to store all ORIGINAL DATA and all DATA that does not fall within the scope of the DATA ACT, i.e. were made understandable (hereinafter: **"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.
- 9.6. In addition to sub-sec. 9.5 and as far as legally permissible, BOSCH REXROTH is entitled to transfer all SECONDARY DATA and ORIGINAL DATA directly accessible by the SOFTWARE within the meaning of the DATA ACT (hereinafter: **"DIRECTLY ACCESSIBLE DATA"**), except personal data.
- 9.7. Personal 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 (hereinafter: **"READILY AVAILABLE DATA"**) are transferable within the scope of legitimate interest in the meaning of GDPR.
- 9.8. The CUSTOMER shall ensure that he is entitled to grant the intended usage and exploitation rights in accordance with sub-secs. 9.1- 9.7 as well as 9.9 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. 9.8 by the CUSTOMER against BOSCH REXROTH.

- 9.9. The rights of BOSCH REXROTH pursuant to this sec. 9 are irrevocable, free of charge and apply worldwide and equally to the benefit of affiliated companies in the sense of § 15 German AktG.
- 9.10. If personal data are processed by BOSCH REXROTH and/or an affiliated companies in the sense of § 15 German AktG, 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 companies in the sense of § 15 German AktG, which is referred to in an appropriate form.

## 10. Miscellaneous Provisions

- 10.1. If a provision should be or become ineffective, the effectiveness of the remainder of the provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by an admissible ruling approximating most closely the economic purpose of the original, ineffective provision. This shall apply accordingly to any gaps.
- 10.2. The courts of Stuttgart, Germany, shall have jurisdiction and venue (for proceedings before the local court, this is the Amtsgericht (local court) in 70190 Stuttgart) or, at the election of BOSCH REXROTH, the court at the registered office of the business premises carrying out the order if the CUSTOMER,
- a) is a merchant, a public law legal entity or public law special fund or
  - b) does not have a general place of jurisdiction (allgemeiner inländischer Gerichtsstand) in the Federal Republic of Germany or
  - c) after entering into the contract, moves his or her place of residence or habitual residence from the Federal Republic of Germany or if or his or her or her or her place of residence or habitual residence is not known at the time when the legal action is brought.
- 10.3. BOSCH REXROTH shall also have the right to bring legal action at a court with jurisdiction at the registered office or establishment of the CUSTOMER.
- 10.4. 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.
- 10.5. These EULA are available and binding in both, German and English language. In case of discrepancies the German version shall prevail.

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