

# Terms and Conditions for DATA MANAGEMENT SERVICES of Bosch Rexroth AG

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The Terms and Conditions set out below (hereinafter: "T&C") apply to the provision of DATA MANAGEMENT SERVICES by Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr am Main, Germany (hereinafter: "BOSCH REXROTH") to the customer (hereinafter: "CUSTOMER"). Standard business terms of the CUSTOMER shall not apply; they are hereby explicitly rejected. This applies even if, in connection with a purchase order or in other documents of the CUSTOMER, reference is made to its standard business terms and if BOSCH REXROTH does not explicitly reject them in this case.

## 1. General Provisions

- 1.1. The subject matter of these Standard Terms and Conditions (T&C) is the provision of the information respectively agreed upon relating to a UNIT operated by the CUSTOMER, by processing data of the respective UNIT collected at the CUSTOMER (or its end customer) ("DATA MANAGEMENT SERVICES").
- 1.2. The meaning set out in the Preamble and in section 31 Definitions applies to the capitalized terms used in these T&C.
- 1.3. Amendments and supplements to these T&C must be made in written form.

## 2. Subject Matter

- 2.1. The DATA MANAGEMENT SERVICE is fulfilled upon provision of the DATA OUTPUT each set out in the product description or agreed. The CUSTOMER is responsible for interpreting the disclosed findings with respect to the circumstances actually applying. No guarantee or liability for the accuracy or completeness of the DATA MANAGEMENT SERVICE is connected with this.
- 2.2. If explicitly agreed, BOSCH REXROTH shall make those telecommunications services of a third-party provider available to the CUSTOMER that are necessary for connecting the UNIT. The area of the telecommunications connection is restricted to the transmission and reception areas of the mobile communications stations operated by the third-party provider and is subject to the respective applicable national provisions. If the mobile telecommunications connection is not adequate to ensure a stable data connection to the server in the area of use, the CUSTOMER shall provide a wired Internet connection (LAN). When the contract is entered into, BOSCH REXROTH is not obliged to ensure that an adequate data connection is possible. The CUSTOMER has no claims against BOSCH REXROTH based on the non-existence of an adequate mobile telecommunications 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 from any third party claims arising from

any infringement of the applicable national regulations (e.g. use of a national sim-card).

## 3. Conclusion of the Contract

The contract is concluded upon an agreement being entered into or, when orders are placed online, upon receipt of an order confirmation from BOSCH REXROTH. Unless otherwise agreed, the term of the contract shall start to run at the beginning of the following calendar month.

## 4. Change to the scope of the Contract (additional Apps)

- 4.1. Insofar as is agreed, the CUSTOMER has the right to sign on additional UNITS by giving advance notice of one week to the first day of the next month and to sign off UNITS that have already been signed on in the DATA MANAGEMENT SERVICE by giving the same period of notice to the last day of the month. Notice of signing on and signing off shall be in written form unless browser-based user subscription management is agreed between the CUSTOMER and BOSCH REXROTH via the PORTALSOFTWARE.
- 4.2. Other extensions to the scope of the contract (e.g. the use of additional Apps) shall be coordinated individually.

## 5. IT-Security

- 5.1. IT-security properties and resultant measures arise out of an agreed description included in a separate document or out of the data sheet. Unless agreed otherwise, it is the CUSTOMER's responsibility to, by choosing adequate technical and/or organizational measures, ensure the IT-security of its systems when integrating or using the DATA MANAGEMENT SERVICES taking into consideration the technical nature of the DATA MANAGEMENT SERVICES. This applies in particular when the CUSTOMER is an operator of a critical infrastructure in the sense of section 2 sub section 10 German BSI-Act.
- 5.2. In the event of hacker attacks or if security vulnerabilities are exploited by third parties, no claims can be asserted under this contract provided that BOSCH REXROTH has complied with the respectively applicable security concept.

**6. CUSTOMER's Obligations**

- 6.1. The CUSTOMER shall ensure for its part that the measures for the installation, collection and transmission of the INPUT DATA which have been individually agreed and/or provided for in the product description, are conducted and maintained during the contract term. The CUSTOMER shall take all the measures that are necessary and can be reasonably expected to enable the software to work properly. Necessary hardware stipulated for this by BOSCH REXROTH, provided for use or supplied by BOSCH REXROTH, shall be installed as provided for and otherwise be kept in a serviceable condition during the operation of the UNIT in the business operation.
- 6.2. The CUSTOMER shall install the software provided by BOSCH REXROTH and carry out the updates provided (updates, upgrades, patches, workarounds) without undue delay or have them performed automatically, insofar as this is reasonable. The CUSTOMER shall keep itself regularly informed regarding corresponding updates.
- 6.3. Unless otherwise agreed, the CUSTOMER is further responsible itself for creating the technical conditions necessary in its area of responsibility for collecting INPUT DATA and using the DATA MANAGEMENT SERVICES incl. any costs which may be incurred. In case of doubt, CUSTOMER shall obtain advice from BOSCH REXROTH or an expert third party before entering into the contract.
- 6.4. CUSTOMER shall ensure that he is fully entitled to use INPUT DATA and CUSTOMER DATA, if applicable, within the DATA MANAGEMENT SERVICES, to make it available to BOSCH REXROTH and to grant the usage and exploitation rights as described under section 19. The CUSTOMER shall seek any authorizations/permissions as necessary. Except for cases of statutory authorization, the CUSTOMER shall be especially responsible to obtain any necessary consent from end-user as foreseen under § 25 TTDSG (Telecommunications-Telemedia Data Protection Act).
- 6.5. The CUSTOMER shall ensure that the collection of INPUT DATA is possible at the UNIT without change as provided for by BOSCH REXROTH. Changes to the nature, condition, configuration, operating mode, repairs etc. of the UNIT and/or of systems connected to it either directly or indirectly and changes to ambient factors shall be notified by the CUSTOMER without undue delay. Business interruptions in the provision of INPUT DATA shall be for the account of the CUSTOMER.
- 6.6. Taking account of the scope of services according to the product data sheet, the CUSTOMER is responsible for examining and complying with all laws, standards and regulations and the state of the art which have to be taken into consideration with regard to the use of the services by the

CUSTOMER and/or by its end customer. Those include, inter alia, industry-specific and company-specific regulations in the fields of labour law and the German Works Constitution Act, data protection, energy management law, export control and the protection of CONFIDENTIAL INFORMATION. The CUSTOMER shall, in particular and at its own expense, obtain all the consents/approvals that may be necessary and apply for and maintain registrations and comply with all other legal requirements (such as reporting obligations) that are required for legally-compliant transmission and processing of DATA in connection with the performance and use of the services. The CUSTOMER shall not transfer any DATA if this can lead to a situation whereby, as a result of rendering performance, BOSCH REXROTH violates applicable law (including export control law and regulations for the protection of CONFIDENTIAL INFORMATION) or infringes third-party rights. If the CUSTOMER accesses DATA from outside Germany, the CUSTOMER is solely responsible for compliance with the legal requirements for such access. On request by BOSCH REXROTH, the CUSTOMER shall demonstrate that the requirements of this sub-section 6.6 have been met.

- 6.7. The CUSTOMER shall ensure that its end customer similarly complies with any stipulations that may be necessary and required.
- 6.8. Insofar as the CUSTOMER violates or fails to comply with obligations under this section 6, BOSCH REXROTH is not liable for the resultant consequences. CUSTOMER shall release BOSCH REXROTH from all claims made against BOSCH REXROTH by third parties (including state bodies) owing to an infringement of section 6.4 and/or 6.6 by the CUSTOMER.
- 6.9. More far-reaching, individual collaboration obligations of the CUSTOMER are reserved. This also applies, in particular, to CUSTOMER requirements under sub-section 21.3.

**7. Hardware provided for Use**

- 7.1. If, during the course of conducting the DATA MANAGEMENT SERVICE, the CUSTOMER is provided with necessary hardware without a separate fee being charged, delivery and passing of risk are effected FCA place of dispatch of the plant supplying the hardware (Incoterms® 2020), unless explicitly agreed otherwise. The CUSTOMER is obliged – unless otherwise agreed – to return this on demand at the end of the contract to the nearest BOSCH REXROTH customer service unit free of charge. Without prior consent of BOSCH REXROTH the CUSTOMER does not have the right to provide the hardware to a third party for use.
- 7.2. Hardware that has been provided for use shall remain the property of BOSCH REXROTH throughout the duration of the DATA MANAGEMENT SERVICE.

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If the hardware provided for use has to be incorporated into a system in order to conduct the DATA MANAGEMENT SERVICE in accordance with the purpose of such provision for use, the consent of BOSCH REXROTH required for this only relates to the insertion in the respective UNIT for a temporary purpose within the meaning of section 95 German Civil Code (BGB) with the intention of disconnecting it upon termination of the DATA MANAGEMENT SERVICE.

- 7.3. If the hardware is damaged at the CUSTOMER in a manner exceeding normal wear and tear and deterioration of the good, BOSCH REXROTH is not obliged to replace the good free of charge. The right to claim DAMAGES is reserved in this case.

### 8. Prices

- 8.1. Subject to a regulation individually deviating from this, monthly fees are charged for the DATA MANAGEMENT SERVICES. BOSCH REXROTH levies one-off charges for the initial set-up of the DATA MANAGEMENT SERVICE as individually agreed.
- 8.2. In the case of contracts for an indefinite term or with automatic renewal BOSCH REXROTH has the right to increase the remuneration for the DATA MANAGEMENT SERVICE for the first time after expiry of one year of contract by giving three (3) months' advance notice in writing, however by up to an amount not exceeding the amount of the BOSCH REXROTH's list prices generally valid at the time of the notification. The fees respectively adjusted may not be further increased until, at the earliest, upon expiry of a further year of contract since the last price adjustment. When the fees are adjusted, the CUSTOMER has the right to give six (6) weeks' notice of termination to become effective on the effective date of the price adjustment, insofar as the increase exceeds ten percent (10 %) of the last remuneration applicable for the license.

### 9. Payment Terms

- 9.1. Unless otherwise agreed in writing, all the invoices of BOSCH REXROTH shall be paid within 30 days of receipt at the latest, without any deductions being made, by means of cashless remittance to a bank account indicated by BOSCH REXROTH.
- 9.2. The statutory amount of value-added tax will be charged on all fees. Value-added tax may not be charged only in those cases where the prerequisites of a tax exemption are met.

### 10. Dates

- 10.1. The deadlines for performance that apply to rendering the DATA MANAGEMENT SERVICE are set out in the product description.
- 10.2. The commencement of and compliance with deadlines for performance are subject to the precondition that the collaboration obligations and the CUSTOMER's obligations set out in section 6 have been fulfilled. If these preconditions are not

duly met in due time, the deadlines for performance shall be reasonably extended, provided that the performance can still be rendered. This does not apply if the delay is solely the responsibility of BOSCH REXROTH; in this case section 13 shall apply.

- 10.3. Part deliveries and corresponding invoices are admissible unless the CUSTOMER cannot be reasonably expected to accept them.

### 11. Force Majeure

- 11.1. If non-compliance with the delivery periods is due to force majeure or to other disruptions for which BOSCH REXROTH is not accountable, e.g. war, terrorist attacks and acts, riots, epidemics, pandemics, natural disasters, extreme natural phenomena, import and export restrictions, limitations in energy supply, governmental measures or official directives, including those affecting sub-suppliers, the agreed delivery periods shall be extended. This also applies to industrial action affecting BOSCH REXROTH or its sub-suppliers. This includes also difficulties to procure raw material as well as inadequate or delayed deliveries by suppliers due to force majeure.

### 12. Readiness to receive INPUT DATA

- 12.1. In order to receive INPUT DATA via data connections, BOSCH REXROTH owes the defined readiness to receive described in the performance specifications. Readiness to receive means the receipt of the INPUT DATA delivered by the CUSTOMER with the agreed frequency to the agreed transfer point within a certain period of time. The obligation to receive the INPUT DATA is suspended during maintenance as provided by section 12.2. Unless otherwise agreed, the provisions of the technical availability of the PORTALSOFTWARE (section 28) shall apply accordingly to the readiness to receive INPUT DATA.
- 12.2. There is no readiness to receive during the following periods:
- During maintenance work and business interruptions that can be scheduled, provided that the CUSTOMER is advised thereof at least 14 calendar days in advance, and
  - Whilst conducting other measures to remedy malfunctions and perform maintenance work and also emergency procedures which were unforeseeable or unpredictable to be scheduled and where BOSCH REXROTH is not accountable for the reasons therefor.

### 13. Liability

- 13.1. Complaints shall be notified by the CUSTOMER promptly.
- 13.2. BOSCH REXROTH is not liable for malfunctions of the DATA MANAGEMENT SERVICE,

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- i. resulting from non-compliance with the requirements placed on the CUSTOMER that are agreed or are provided for in section 6, 21.3 and 25 or
- ii. which do not result from the sphere of BOSCH REXROTH, e.g. which arise at the CUSTOMER or through telecommunications services or which are due to a falsification or impairment of DATA or the transmission thereof through the use of other data processing and transmission devices (e.g. bus systems and electronic control devices) at the CUSTOMER. This also includes virus contamination and other external impacts for which BOSCH REXROTH is not liable such as fire, accidents, power failure etc.

13.3. Malfunctions in the DATA MANAGEMENT SERVICE shall be processed by BOSCH REXROTH promptly after receiving a corresponding notification from the CUSTOMER, as far as agreed, within the stipulated response times.

13.4. Any case of incorrect performance of the DATA OUTPUT shall be remedied by providing or sending a new DATA OUTPUT, unless the fault is based on a data gap which BOSCH REXROTH is not responsible for.

13.5. In the event of culpable non-performance of the readiness to receive INPUT DATA (cf. section 12), the CUSTOMER has the right to demand renewed performance based on records. If the renewed performance should be impossible because the INPUT-DATA to be received no longer exists, the CUSTOMER has the right to demand a reduction of the purchase price (*Minderung*). The purchase price reduction is calculated proportionally according to the time lost compared to the accounting period in relation to the corresponding invoice amount. The purchase price reduction must be claimed by the end of the second following accounting period at the latest.

13.6. The provisions of this section 13 shall apply accordingly to legal defects which are not based on the infringement of PROPERTY RIGHTS.

13.7. The claims by the CUSTOMER under this section 13 shall each become time-barred twelve (12) months after the respective due date of the DATA MANAGEMENT SERVICE pursuant to section 10.

13.8. Section 15 shall apply for further claims for DAMAGES by the CUSTOMER .

### 14. Property Rights and Copyrights

14.1. BOSCH REXROTH shall be liable for claims resulting from an infringement of PROPERTY RIGHTS, if at least one PROPERTY RIGHT from the property rights family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.

14.2. The preconditions of a liability according to section 14.1 are that

- i. the PROPERTY RIGHT is not or was not owned by the CUSTOMER or by an affiliated company (as defined in section 15 German Stock Corporation Act (AktG)) and
- ii. the CUSTOMER is not accountable for the infringement of PROPERTY RIGHTS.

14.3. Claims by the CUSTOMER are excluded if the DATA MANAGEMENT SERVICE is performed in accordance with the specifications or instructions of the CUSTOMER or if the (alleged) infringement of the PROPERTY RIGHT derives from use in interaction with another product not originating from BOSCH REXROTH or if the DATA MANAGEMENT SERVICE is used in a way which was not foreseeable for BOSCH REXROTH.

14.4. The claims against BOSCH REXROTH under this section 14 are subject to the condition that the CUSTOMER

- i. informs BOSCH REXROTH without undue delay of the third-party claims raised,
- ii. provides BOSCH REXROTH with a copy of all respective correspondence with the claimant and courts without undue delay after receipt thereof,
- iii. provides BOSCH REXROTH with the information required for defense against the claim,
- iv. upon request of BOSCH REXROTH, confer to BOSCH REXROTH the exclusive right to steer the conduct of the legal action by the CUSTOMER and the right to make the final decision on reaching any judicial or out-of-court settlements and
- v. supports BOSCH REXROTH to an appropriate extent in defending third-party claims.

14.5. If the CUSTOMER is sentenced to cease the use of the DATA MANAGEMENT SERVICES or of a part thereof either by a final court judgement or if an preliminary injunction is served on the CUSTOMER, then in order to remedy the infringement of rights BOSCH REXROTH shall, at its discretion, either obtain for the CUSTOMER the right to continue to use the DATA MANAGEMENT SERVICE, or replace or modify the DATA MANAGEMENT SERVICES whilst upholding the agreed functionalities. If the aforementioned alternatives cannot be realized by BOSCH REXROTH under reasonable conditions, both parties have the right to terminate the contract. To the extent reasonable for the CUSTOMER, the termination shall only be to the extent required to remedy the infringement of rights. BOSCH REXROTH reserves the right to take any of the measures provided by this section 14.5, sentence 1, even if the infringement of PROPERTY RIGHTS has not yet been established finally established under a court decision or acknowledged by BOSCH REXROTH.

14.6. The obligation of BOSCH REXROTH to pay DAMAGES in the event of an infringement of PROPERTY RIGHTS is otherwise governed by section 15.

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14.7. Section 13.7 shall apply accordingly to the statute of limitation of claims based on an infringement of PROPERTY RIGHTS.

14.8. Further and other claims than those regulated in this section 14 by the CUSTOMER based on infringements of third party PROPERTY RIGHTS are excluded.

### 15. Claims for DAMAGES

15.1. BOSCH REXROTH shall be liable for DAMAGES based on a violation of contractual or non-contractual obligations only

- i. in the event of intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit),
- ii. in the event of a negligent or intentional injury to life or limb or health,
- iii. due to the assumption of a guarantee of quality or durability,
- iv. in the event of a culpable violation of material contractual obligations; such contractual obligations shall be deemed material which, when performed, enable the proper execution of the contract altogether and which the CUSTOMER may regularly rely on compliance with,
- v. on account of mandatory liability pursuant to the German Product Liability Act (Produkthaftungsgesetz);
- vi. for mandatory reasons related to data protection law, or
- vii. on account of other mandatory liability.

15.2. The liability for DAMAGES of section 15.1 iv 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 at the time of conclusion of the contract. This applies accordingly to DAMAGES caused by persons engaged in the performance of an obligation of BOSCH REXROTH (Erfüllungsgehilfen) due to 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.

15.3. When using software provided by BOSCH REXROTH, BOSCH REXROTH shall not be liable in particular for DAMAGES incurred by the CUSTOMER due to failure to back-up data in accordance with section 25.5 or due to incorrect operation or to usage not in compliance with the designated purpose.

15.4. Any further liability for DAMAGES than provided for in section 15 is excluded – regardless of the legal nature of the asserted claim.

15.5. Insofar as the liability for DAMAGES against BOSCH REXROTH is excluded or limited, this also applies to the personal liability for DAMAGES of

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

### 16. Termination

16.1. Subject to an individual agreement, the product-specific provisions shall apply to the termination of the DATA MANAGEMENT SERVICE. In the absence of such provisions, the DATA MANAGEMENT SERVICE can be terminated at any time by giving one month notice to the end of the calendar month. Notice of termination must be given in written form.

16.2. In the event of conduct by the CUSTOMER in breach of the contract, in particular in the event of default of payment or use in breach of the contract, BOSCH REXROTH has the right, without prejudice to its other contractual and statutory rights, to terminate the contract after expiry of a reasonable period of grace.

16.3. If the CUSTOMER violates the provisions of these Terms and Conditions (T&C), in particular the provisions of section 27, BOSCH REXROTH may, after giving prior notification to the CUSTOMER in writing, block the CUSTOMER's access to the PORTALSOFTWARE if the violation can be remedied as a result. The block shall be lifted as soon as the reason for the block no longer exists.

16.4. Further, the contract may be terminated in writing by either party for good cause without notice. Good cause shall be deemed to exist in particular if

- i. the CUSTOMER is in arrears with two consecutive payments of remuneration pursuant to section 8.1 or with a not inconsiderable part of this remuneration for two consecutive periods of time or is in arrears in a period of time covering more than two periods of time with a payment of remuneration corresponding to the remuneration for two periods of time; there is or threatens to be a significant deterioration in the financial circumstances of the CUSTOMER and, as a result, performance of a payment obligation to BOSCH REXROTH is thereby jeopardized;
- ii. the CUSTOMER applies for insolvency proceedings or comparable debt settlement proceedings to be opened with respect to its assets; or
- iii. the CUSTOMER meets the criteria of insolvency or over-indebtedness.

16.5. The provisions of section 314 BGB shall remain unaffected.

### 17. Consequences of the Termination of the DATA MANAGEMENT SERVICES

17.1. Upon Termination of the DATA MANAGEMENT SERVICE, BOSCH REXROTH will delete the DATA at

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its discretion. The rights of BOSCH REXROTH pursuant to sub-sections 19.2, 19.3, 19.5 remain explicitly reserved.

- 17.2. Subject to feasibility and expense, BOSCH REXROTH shall, at the Customer's request and against remuneration to be agreed separately, support the CUSTOMER upon termination of the contract in exporting and securing the CUSTOMER DATA, including the changeover to a different service provider.
- 17.3. Termination of the contractual relationship simultaneously includes the termination/discontinuation of the authorizations, registrations and the USER ACCOUNT and, if applicable, all user IDs provided for customers of the CUSTOMER at the next possible date. Termination of this contractual relationship does not affect the use of the CENTRAL BOSCH ID. This requires notice of termination in accordance with the contractual terms underlying the usage relationship of the CENTRAL BOSCH ID.

### 18. Location of DATA Storage and DATA Access

Except as otherwise provided in the contract or if opposed by local laws, and provided that BOSCH REXROTH was notified of this by the CUSTOMER prior to the conclusion of the contract, BOSCH REXROTH uses computer centers in the European Union to perform the DATA MANAGEMENT SERVICES. BOSCH REXROTH has the right to change the location of the DATA storage and of the DATA access at any time provided that

- i. a reasonable level of data protection is guaranteed,
- ii. the CUSTOMER is informed thereof in good time, and
- iii. the change is not unreasonable for the CUSTOMER.

### 19. DATA Use and Data Protection

- 19.1. In order to furnish the services, BOSCH REXROTH or third parties will, during their performance and for the period required hereto use, store, copy, modify, analyze, provide, review, download or otherwise exploit the information that is provided, generated, read or processed in connection with these DATA MANAGEMENT SERVICES.
- 19.2. BOSCH REXROTH shall have the right to use data, which is transferred in connection with the DATA MANAGEMENT SERVICES, in a pseudonymized or anonymized form for machine learning and product improvements or enhancements.
- 19.3. If and to the extent permitted by law, BOSCH REXROTH shall have the right to store, use, transfer and/or exploit all CUSTOMER information, except personal data, which is provided, generated, read or processed in connection with the DATA MANAGEMENT SERVICES over and beyond the subject of the contract for any other purposes. These purposes shall include but not be limited to the improvement or enhancement, production, commercialization and sale of products and services of

BOSCH REXROTH, as well as statistical, analytical and internal purposes for instance.

- 19.4. The CUSTOMER warrants that it is entitled to grant the designated utilization and exploitation rights according to Sections 19.1-19.3 and that it has not entered into any agreements opposing such use.
- 19.5. The rights of BOSCH REXROTH according to this Section 19 shall be irrevocable, free of charge and valid worldwide and the rights apply accordingly in favor of companies in the Bosch Group of companies.
- 19.6. Insofar as personal data is processed by BOSCH REXROTH and/or its affiliated companies within the meaning of § 15 of the Stock Corporation Act (AktG), the statutory data protection regulations will be observed. In this case, the details relating to the data collected and the respective processing thereof are set out in the data privacy statements of BOSCH REXROTH (<https://www.boschrexroth.com/en/xc/home/privacy>) or its affiliated companies of which the CUSTOMER will be advised in an appropriate manner.

### 20. Rights of Use of the CUSTOMER to the DATA OUTPUT

The rights to the DATA OUTPUT rest with BOSCH REXROTH. The CUSTOMER has the right to use the DATA OUTPUT provided to the CUSTOMER during performance of the DATA MANAGEMENT SERVICE for its own business purposes and to make it available to its own customers directly or in processed form. In this respect, the CUSTOMER has the right to transmit its DATA OUTPUT to service providers for the sole purposes of processing and visualization in management systems.

### 21. Export Control

- 21.1. If it should transpire that contractual performance by BOSCH REXROTH has become impossible or been rendered difficult due to national or international export control regulations, in particular embargoes or other sanctions, BOSCH REXROTH has the right to revoke or terminate the contract without setting a grace period.
- 21.2. The delivery period is suspended in the event of delays due to export examinations or approval processes unless BOSCH REXROTH is accountable for this.
- 21.3. The CUSTOMER undertakes to provide all information and documents and to obtain any necessary approvals required for the contractual performance of the DATA MANAGEMENT SERVICES, as well as for the export or transfer of DATA MANAGEMENT SERVICES and DATA or for the integration of service providers, unless these are within the sphere of BOSCH REXROTH. The

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CUSTOMER shall comply with the respectively applicable provisions of customs and (re-) export control law.

- 21.4. In the event of revocation of termination pursuant to section 21.1, a claim for DAMAGES or other rights by the CUSTOMER is excluded.
- 21.5. When the DATA MANAGEMENT SERVICES supplied by BOSCH REXROTH (including technical support of any kind) and such goods rendered therefor by BOSCH REXROTH (hardware and/or software and/or technology as well as the corresponding documents, irrespective of the manner in which they are made available) are handed over, transferred or provided for use in any other way to third parties nationally or internationally, the CUSTOMER shall comply with the respectively applicable provisions of national and international (re) export control law.

### 22. Confidentiality

- 22.1. 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, including 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.
- 22.2. The obligation to maintain secrecy pursuant to section 22.1 does not apply to CONFIDENTIAL INFORMATION which
- were already in the lawful possession of the CUSTOMER before being handed over by BOSCH REXROTH;
  - the CUSTOMER lawfully received from third parties without any secrecy obligations;
  - are disclosed to third parties by BOSCH REXROTH without any conditions regarding secrecy;
  - are developed by the CUSTOMER itself independently of the information received;
  - have to be disclosed by law; or
  - are disclosed by the CUSTOMER with the prior written consent of BOSCH REXROTH.
- 22.3. BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named in section 22.1.

### 23. Miscellaneous Provisions

- 23.1. If a provision should be or become ineffective, the effectiveness of the remaining provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by an admissible provision approximating as closely as possible the economic purpose of the original, ineffective provision. This shall apply accordingly to any gaps of the T&Cs.
- 23.2. To the extent permitted by law, the exclusive court of jurisdiction and venue shall be Stuttgart (for proceedings before the local court, this is the Amtsgericht (local court) in 70190 Stuttgart). BOSCH REXROTH reserves the right to appeal to a court having jurisdiction over the registered office or place of business of the CUSTOMER.
- 23.3. Solely German law shall apply to all legal relations between BOSCH REXROTH and the CUSTOMER, excluding the conflict of laws provisions (Kollisionsrecht). The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

### Supplementary Regulations for the use of PORTALSOFTWARE by the CUSTOMER („SUPPLEMENTARY REGULATIONS“)

#### 24. Subject of use

- 24.1. The provision of the PORTALSOFTWARE for the supply of the DATA MANAGEMENT SERVICE is based on Software as a Service (SaaS). During the term of the contract, the CUSTOMER will be provided with the current version of the DOCUMENTATION in electronic form.
- 24.2. The PORTALSOFTWARE may contain FOSS. The CUSTOMER will be provided with an up-to-date list of the FOSS contained and the respective applicable FOSS license terms upon request prior to the conclusion of the contract or at the latest upon access to the PORTALSOFTWARE. BOSCH REXROTH reserves the right to introduce new or updated FOSS into the PORTALSOFTWARE in the event of any updates to the software. The corresponding FOSS license(s) will be provided accordingly. If the PORTALSOFTWARE contains a FOSS component, CUSTOMER's dealing with such FOSS component shall be primarily governed by the applicable FOSS license, which the CUSTOMER undertakes to comply. FOSS included in the PORTALSOFTWARE has no impact on the sales price of the PORTALSOFTWARE and thus will be provided without license fee or any other monetary compensation. Beyond the fulfillment of its own FOSS license obligations, BOSCH REXROTH does not render any support services that serve the fulfillment of the CUSTOMER's license obligations.
- 24.3. If, as part of the PORTALSOFTWARE, third party software products are also made available

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that are not subject to FOSS, BOSCH REXROTH reserves the right to transfer them on subject to the corresponding exclusive terms and conditions of the third party provider.

24.4. BOSCH REXROTH provides interfaces, if needed, whose implementation requires a separate agreement.

24.5. BOSCH REXROTH has the right to render the services described in section 24 through third parties (including AFFILIATED ENTERPRISES) as sub-contractors.

### 25. Duties of CUSTOMER to collaborate and provide Information

25.1. CUSTOMER is not authorized to deliberately use devices, software or routines which have a disruptive effect on the applications, functions or usability of the PORTALSOFTWARE or, with respect to other data, systems or communications, to deliberately destroy them, generate excessive load, harmfully interfere with them, fraudulently intercept them or overtake them.

25.2. CUSTOMER is obliged to obtain BOSCH REXROTH's consent before the execution of penetration tests.

25.3. CUSTOMER is obliged to keep all copies of the DOCUMENTATION in a protected place.

25.4. CUSTOMER is obliged to check INPUT DATA or CUSTOMER DATA for viruses or other malware prior to sending them to BOSCH REXROTH and to implement anti-virus programs in accordance with the state of the art.

25.5. Without prejudice to BOSCH REXROTH's DATA backup pursuant to section 26.6, it is CUSTOMER's obligation to back up its CUSTOMER DATA and DATA OUTPUT on a regular basis.

### 26. Provision of PORTALSOFTWARE and Storage Space, USER ACCOUNT

26.1. For the duration of the contractual relationship, BOSCH REXROTH shall hold in readiness the PORTALSOFTWARE in the respective current version on server infrastructure provided by BOSCH REXROTH or its subcontractors for use in accordance with the provisions of these T&C. For the duration of the contractual relationship, BOSCH REXROTH shall provide storage space for DATA to the extent agreed, insofar as this is necessary for the intended use of the PORTALSOFTWARE.

26.2. BOSCH REXROTH shall transmit the required ACCESS DATA, unless access is via independent registration (possibly by using the CENTRAL BOSCH ID).

26.3. Some services enable registration using the CENTRAL BOSCH ID. In this case the CUSTOMER can use his CENTRAL BOSCH ID, if he has already been successfully registered for a CENTRAL BOSCH ID. Otherwise, the CUSTOMER can set up

a new CENTRAL BOSCH ID which enables him to use various independent services of the Bosch Group. In this case, the "General Terms and Conditions for the Registration and Use of a CENTRAL BOSCH ID" shall apply additionally, which the CUSTOMER will have to accept during the registration for the CENTRAL BOSCH ID.

26.4. Subject to the provision of section 27.4, the contractual relationship concerning the USER ACCOUNT is not transferable (including rental, lease, loan or sub-licensing). CUSTOMER shall change, without undue delay, all passwords allocated by BOSCH REXROTH into passwords known only to the Customer. ACCESS DATA shall be kept in confidence and shall be protected by suitable and effective measures against access by third parties. The CUSTOMER will notify BOSCH REXROTH without undue delay if there is any reason to fear that unauthorized third parties have obtained or will obtain knowledge of the ACCESS DATA. BOSCH REXROTH is not responsible for the consequences of abuse of ACCESS DATA. CUSTOMER is liable for all actions taken under its USER ACCOUNT.

26.5. The CUSTOMER is fully responsible for the USER CONTENT, in particular the CUSTOMER shall comply with applicable law and ensure before uploading that the USER CONTENT does not contain any viruses, Trojans or other malware. The operation of the PORTALSOFTWARE must not be impaired by USER CONTENT.

26.6. The DATA shall, as far as possible, be stored and regularly backed up by BOSCH REXROTH throughout the duration of the contractual relationship. CUSTOMER shall be solely responsible for compliance with retention periods required under commercial and tax law.

### 27. Rights of Use

27.1. Upon commencement of the contract (see section 3), the CUSTOMER shall receive a simple, chargeable, non-transferable and non-exclusive right, limited in time, to use the PORTALSOFTWARE for its own business purposes in accordance with the provisions below and in compliance with the stipulations of the DOCUMENTATION and within the context of the functionalities. The use is permissible only in the agreed countries of destination. In the absence of a specific agreement, this is the country in which the CUSTOMER has its registered place of business.

27.2. The use of the PORTALSOFTWARE beyond the contractual use is only permitted if BOSCH REXROTH has given its prior consent in writing which comprises especially (i.) a permanent storage or duplication or (ii.) the use of the PORTALSOFTWARE for the training of persons who are not employees of the CUSTOMER.



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27.3. In the context of the use of the PORTALSOFTWARE in accordance with the contract, the CUSTOMER has the right to store and print out the (online) DOCUMENTATION provided whilst retaining any property right notices that may exist, and to reproduce it in an appropriate number of copies for the purposes of the DATA MANAGEMENT SERVICES.

27.4. If so agreed in the individual contract, the CUSTOMER may, as an exception to section 27.1, also permit its CUSTOMERS to access the PORTALSOFTWARE, provided that this is solely in connection with the designated use of the PORTALSOFTWARE for business purposes of the CUSTOMER (e.g. in connection with a product offered by the CUSTOMER to its customers which contains access to functionalities of the PORTALSOFTWARE). The CUSTOMER shall obligate every person using the PORTALSOFTWARE and thus using ACCESS DATA provided to the CUSTOMER or to such person in connection with this contract, to comply with the respectively applicable Terms and Conditions (T&C). The CUSTOMER is represented by each user and the user's acts and knowledge are attributable to the CUSTOMER. Further, after BOSCH REXROTH has given its prior approval in writing, the CUSTOMER has the right to transmit its DATA to service providers for the sole purposes of processing and visualization in management systems.

27.5. If so provided in purpose of the respective DATA MANAGEMENT SERVICE or agreed in the individual contract, the CUSTOMER may, as an exception to sec. 26.4 and 27.1, also permit its customers to access the DATA MANAGEMENT SERVICE, provided that this is solely in connection with the designated use of the DATA MANAGEMENT SERVICE for business purposes of the CUSTOMER (e.g. in connection with a product offered by the CUSTOMER to its customers which contains access to functionalities of the DATA MANAGEMENT SERVICE). The CUSTOMER shall obligate every person using the DATA MANAGEMENT SERVICE and thus using ACCESS DATA provided to the CUSTOMER or to such person in connection with this contract, to comply with the respective applicable Terms and Conditions (T&C) for DATA MANAGEMENT SERVICE. The CUSTOMER is represented by each user and the user's acts and knowledge are attributable to the CUSTOMER.

27.6. BOSCH REXROTH provides the PORTALSOFTWARE as SaaS (Software as a Service) via remote access. The CUSTOMER is not authorized to use robots, spiders, scrapers or other comparable tools for data collection or extraction, programs, algorithms or methods to search for, access, acquire, copy or control the PORTALSOFTWARE. Further, the CUSTOMER is not authorized to obtain access to non-public areas of

the PORTALSOFTWARE or to its underlying technical systems, to test, scan or examine the PORTALSOFTWARE's vulnerability or to knowingly transmit USER CONTENT or CUSTOMER DATA with viruses or worms, Trojans or other contaminated or harmful components or to otherwise interfere in the proper functioning of the PORTALSOFTWARE.

27.7. Subject to section 24.2, the CUSTOMER is not authorized to process, change, reverse engineer, decompile, or disassemble the program code of the PORTALSOFTWARE or parts thereof or to otherwise establish the source code or to produce derivative works of the PORTALSOFTWARE. The mandatory and compulsory provisions of sections 69d and 69e of the German Copyright Act (UrhG) shall, however, remain unaffected by this. The CUSTOMER may only engage third parties to conduct the measures in compliance with this section 27.7 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 PORTALSOFTWARE) of BOSCH REXROTH is excluded.

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

## 28. Technical Availability

28.1. BOSCH REXROTH owes the availability agreed upon in an SLA of the PORTALSOFTWARE and the availability of DATA at the Internet hubs of the data center of the respective Host-Provider. The PORTALSOFTWARE is available when the CUSTOMER can execute and use the main functions of the PORTALSOFTWARE. The availability of the PORTALSOFTWARE is defined as the percentage share of the time during which the PORTALSOFTWARE is available for use by the CUSTOMER at the Internet hub of the data center of the respective Host-Provider over the course of an observation period (unless otherwise agreed in the SLA, this is one year of contract) during the service availability period agreed upon in the SLA (unless otherwise agreed in the SLA, the support availability applies, see sub.- section 29.5). This definition applies accordingly to the calculation of non-availability. The availability shall be calculated according to the following formula:  $\text{Availability} = (\text{Time of provision of the service (h)} - \text{non-availability (h)}) \div \text{Time of provision of the service (h)} \times 100$ . Unless otherwise agreed in the SLA, an availability of 97.5% per year of contract shall be deemed agreed.

28.2. If the PORTALSOFTWARE is not available due to (i.) planned maintenance work (e.g. for updates and upgrades, (ii.) other planned interruptions of

operations, (iii.) for other reasons for which BOSCH REXROTH is not responsible, such as malfunctions in the field of the provision, operation and support of the CUSTOMER's communications connection (communications sections outside BOSCH REXROTH's data center), in particular due to a failure of the CUSTOMER's internet connection, then for the purposes of calculating availability, the PORTALSOFTWARE shall be deemed to have been available during these times. BOSCH REXROTH shall plan maintenance work and service interruptions so as to ensure that the use of the PORTALSOFTWARE by the CUSTOMER is impaired as little as possible. The CUSTOMER must be given at least fourteen (14) calendar days advance notice of scheduled maintenance work.

28.3. BOSCH REXROTH shall owe the availability of the functionalities of the PORTALSOFTWARE described in the performance specification only if the system requirements also regulated therein have been complied with by the CUSTOMER. The CUSTOMER shall be solely responsible for compliance with the system requirements. The provisions of section 30 shall apply accordingly to changes to the system requirements and to changes to the technical system of BOSCH REXROTH.

### 29. Support

29.1. BOSCH REXROTH shall provide first level support for CUSTOMER as first point of contact for INCIDENTS.

29.2. The CUSTOMER is obliged to report INCIDENTS without undue delay, no later than on the next working day. An INCIDENT report must contain at least the following information:

- i. Functionality affected;
- ii. Environment affected;
- iii. Gateways affected;
- iv. Date and time when the INCIDENT occurred;
- v. User name affected, if available;
- vi. Categorization of the INCIDENT by CUSTOMER; and
- vii. Description of the INCIDENT:
  - The measures which the CUSTOMER has already taken to rectify the malfunction;
  - The behavior demonstrated due to CUSTOMER's measures to rectify the malfunction.

29.3. Within the scope of first level support, unless otherwise agreed in the SLA, an error ticket shall be created by BOSCH REXROTH at its reasonable discretion for each INCIDENT and each INCIDENT shall finally be allocated to the corresponding error category in accordance with the SLA.

29.4. If no other error categories are defined in the SLA, the following error categories shall apply:

- i. Error category 1: There is a category 1 error if the use of the PORTALSOFTWARE or of large parts thereof is not possible or is severely restricted, for

example due to malfunctions, incorrect work results or excessively long response times (for example: if there are considerable discrepancies as compared with the performance specification, if DATA is wrongly or erroneously stored, if there are program aborts in functions).

- ii. Error category 2: There is a category 2 error if, although the use of the PORTALSOFTWARE is not impossible or severely restricted, the restriction(s) of use, for example due to malfunctions, incorrect work results or excessively long response times, is/are nonetheless not merely insignificant.
- iii. Error category 3: There is a category 3 error if the use of the PORTALSOFTWARE is not directly and/or significantly/considerably impaired, for example if the basic settings are unfavorably defined or if "nice-to-have functions" are missing.
- iv. Other errors: In the event of errors which cannot be classified into the categories mentioned above, e.g. if merely minor errors arise which have no effect on the usability of the PORTALSOFTWARE, or if the CUSTOMER has queries or requests for improvements, it is at the discretion of BOSCH REXROTH whether BOSCH REXROTH becomes active.

29.5. The support availabilities are defined in the SLA. Unless otherwise agreed therein, support shall be available Monday-Friday during BOSCH REXROTH's business hours from 08:00 a.m. to 4:30 p.m. CET/CEST, excluding public holiday in Baden-Württemberg.

29.6. The response time shall run during the support availability according to section 29.5 and commences with the provision of all required information as per section 29.2. Messages not received during the availability of support are deemed to have been received at 8 a.m. on the next day of support availability. Unless otherwise agreed in the SLA, the response time for error category 1-3 for BOSCH REXROTH shall be max. 12 hours.

29.7. The response time shall be deemed to have been complied with if BOSCH REXROTH has sent the CUSTOMER qualified feedback within the response time and rectification of the error has been commenced. On request, BOSCH REXROTH shall send the CUSTOMER a non-binding estimate of the time expected to be required to rectify the error.

29.8. INCIDENTS which cannot be rectified by first level support shall be transferred to second level support aiming to set up a temporary workaround.

29.9. CUSTOMER shall be informed of the processing status and the solution at regular intervals until this has been implemented and the malfunction has been rectified. If, however, the qualification of the error ticket by BOSCH REXROTH should lead to the result that the malfunction is due to a service or performance by the CUSTOMER pursuant to section 25 or due to other reasons which are

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not attributable to BOSCH REXROTH, then the CUSTOMER shall have no right of support by BOSCH REXROTH.

- 29.10. Actualizations (upgrades, updates, patches or bugfixes) of the PORTALSOFTWARE shall be provided by BOSCH REXROTH as required and in accordance with the maintenance regulations in the SLA.

### 30. Changes to the Software and amendments to these T & C

- 30.1. BOSCH REXROTH reserves the right to adapt these SUPPLEMENTARY REGULATIONS, the SLA and the PORTALSOFTWARE at any time in line with changed technical or legal conditions, API compatibility or with regard to further developments of the PORTALSOFTWARE or technical progress, such adaptation also being effective with respect of existing contractual relationships, whereby the basic functionalities of the PORTALSOFTWARE shall be maintained.
- 30.2. 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 expense). If the CUSTOMER does not object within thirty (30) days of receipt of the notification and continues to use the PORTALSOFTWARE after expiry of the period for objection, the changes shall be deemed to have been effectively agreed from the expiry of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the former conditions. If an objection is raised, BOSCH REXROTH is entitled to terminate the contractual relationship subject to a one (1) month notice period. The CUSTOMER shall be advised in the change notification of its right to object and of the consequences.

### 31. Definitions

- 31.1. „ACCESS DATA“: The data required for the USER ACCOUNT, especially the user name and password.
- 31.2. „AFFILIATED ENTERPRISE“: 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.
- 31.3. „CENTRAL BOSCH-ID“: User ID of the Single Sign-On Authentication Service of Bosch.IO GmbH, Ullsteinstrasse 128, 12109 Berlin, Germany, enabling the use of various independent services of the

Bosch Group and which requires the CUSTOMER's e-mail address with any e-mail provider.

- 31.4. CONFIDENTIAL INFORMATION: Information in accordance with section 2 no. 1 of the German Trade Secrets Act (GeschGehG).
- 31.5. „CUSTOMER DATA“: All the CUSTOMER's content which the CUSTOMER generates or transmits to BOSCH REXROTH in connection with the use of the DATA MANAGEMENT SERVICE. CUSTOMER DATA also includes the ACCESS DATA for the USER ACCOUNT.
- 31.6. „DAMAGES“: Damages and reimbursement of futile expenditure as defined in sec. 284 German Civil Code (BGB).
- 31.7. „DATA“: Collective term for all the data exchanged and processed under this DATA MANAGEMENT SERVICE.
- 31.8. „DATA OUTPUT“: Display (aggregated, if applicable) and/or provision and/or evaluation and/or storage of the INPUT DATA in accordance with the product description.
- 31.9. „DOCUMENTATION“: All the information required to be able to work with the PORTALSOFTWARE in accordance with the intended use.
- 31.10. „FOSS“: Free and open source software, in particular software under an approved license of the Free Software Foundation (FSF) or the Open Source Initiative (OSI).
- 31.11. „INCIDENTS“: Malfunctions occurring in the context of the use of the PORTALSOFTWARE.
- 31.12. „INPUT DATA“: Information collected at the respective UNIT, which is transmitted to BOSCH REXROTH – if applicable in a pre-processed form – for rendering the DATA MANAGEMENT SERVICE. INPUT DATA can also contain CUSTOMER DATA.
- 31.13. „PORTALSOFTWARE“: Portal used for the DATA MANAGEMENT SERVICE which the CUSTOMER can access via the internet, either browser-based or by using an application interface set up by BOSCH REXROTH.
- 31.14. „PROPERTY RIGHT“: Industrial PROPERTY RIGHT or third-party copyright.
- 31.15. „SERVICE LEVEL AGREEMENT“ („SLA“): Defines availability and support by BOSCH REXROTH.
- 31.16. „SUPPLEMENTARY REGULATIONS“: The regulations set up in the sections 24 – 29 of these T&C.
- 31.17. „UNIT“: Relevant system or component of a machine which is subject to individual processing of data and provision of information.
- 31.18. „USER ACCOUNT“: Enables access to the relevant PORTALSOFTWARE.

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31.19. „USER CONTENT“: The CUSTOMER's own data and/or software which the CUSTOMER can upload – insofar as this is available as a function of the PORTALSOFTWARE - for its own use or use by its end customer.

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