Software License Terms

As of: 20.07.2026

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

1. SCOPE

1.1 Bosch provides standard software (hereinafter "**Software"**) to the Customer exclusively on the basis of these License Terms and the respective service description, which are an integral part of the Main Contract. "**Main Contract"** refers to the contractual agreement between the Customer and Bosch regarding the provision of the Software (e.g., an offer, order form, download, or online order confirmation).

1.2 Terms and conditions of the Customer or third parties shall not apply, even if Bosch does not specifically object to their validity in individual cases. Even if Bosch refers to a letter containing the Customer's or a third party's terms and conditions or refers to such, this does not constitute consent to the validity of those terms and conditions.

1.3 These License Terms take precedence over the provisions of the Main Contract including its annexes, unless the Main Contract expressly deviates from these License Terms. In the event of any contradictions between the Main Contract and its annexes, the provisions of the Main Contract shall prevail over those of the annexes (with the exception of these License Terms).

1.4 Individual agreements made with the Customer in individual cases (including side agreements, supplements, and amendments) shall always take precedence over these License Terms.

2. SUBJECT MATTER OF THESE LICENSE TERMS

2.1 The subject matter of these License Terms is the provision of the Software described in more detail in the service description by Bosch, possibly for a time-limited period, and the granting of the usage rights described in Section 5.

2.2 Unless otherwise agreed, the Software consists of the executable program code and the associated documentation. "**Documentation**" means the technical descriptions, user manuals and other accompanying materials provided by Bosch for the Software in electronic or printed form. The source code is not part of the contract, subject to Section 6and subject to a separate agreement. The hardware and software environment within which the Software is to be used is specified in the service description.

2.3 Insofar as the Software falls within the scope of Regulation (EU) 2023/2854 (Data Act), Bosch shall provide the Customer with a data information sheet containing the information required under the Data Act. The respective current data information sheet shall form part of the service description or shall be made available to the Customer separately.

2.4 If third-party software products that do not fall under OSS (as defined in Section 6.1) are also provided with the Software, Bosch reserves the right to pass these on under the exclusive conditions of the third-party supplier. These software products may only be used in conjunction with the Software.

2.5 Installation, operational, and configuration services are not part of the contract, but may be separately agreed upon between the Parties.

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

3. PROVISION OF THE SOFTWARE

3.1 Unless otherwise agreed, the Software will be delivered in the version current at the time of provision.

3.2 Delivery of the Software and transfer of risk shall be effected at Bosch’s discretion by providing a copy of the Software and the associated documentation as a download and transmitting the information required for the download or by handing over a data carrier with a copy of the Software to a transport service provider who delivers the Software to the Customer.

3.3 In the event that the Software is protected by means of a license key, the Customer shall receive the license key exclusively for the use of the Software as specified in the Main Contract or an annex thereto (e.g. license paper, documentation).

3.4 In the case of a download, the handover point and place of performance are the internet nodes of Bosch's data center.

4. MAINTENANCE

4.1 In the case of time-limited, paid provision of Software, Bosch is obligated to maintain the contractually agreed quality of the Software during the contract term ("**Maintenance"**) according to the following provisions.

4.2 The contractually agreed quality of the Software is determined in accordance with the service description and the documentation. To fulfill Bosch's obligation for Maintenance, Bosch will carry out the maintenance services required for maintaining the contractually owed functionality of the Software in accordance with the Supplementary Terms and Conditions for Software Maintenance of Robert Bosch Manufacturing Solutions GmbH.

4.3 Bosch is only obligated to change or adapt the

Software if such change or adaptation is necessary for the maintaining the contractually owed funtionality of the Software. Otherwise, Bosch is only obligated to change, adapt, and further develop the Software if the Parties have separately agreed on this.

4.4 In the case of Software being provided for an unlimited period of time, Maintenance is carried out on the basis of a separate maintenance contract.

5. GRANTING OF RIGHTS

5.1 Time-limited provision of Software

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

5.2 Indefinite provision of Software

5.2.1 Upon full payment of the remuneration6, the Customer receives the non-exclusive, indefinite, non-sublicensable and, subject to Section 5.2.3, non-transferable right to use the Software to the extent granted in these License Terms and the Main Contract or an annex thereto.

5.2.2 Until full payment of the remuneration6, all copies of the Software and documentation are subject to retention of title.

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

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

5.4 The Customer may only use the Software for its own business purposes and those of its affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG); affiliated companies shall not include companies with their registered seat in the Russian Federation or the Republic of Belarus. Under no circumstances does the Customer have the right to rent or sublicense the Software in any other way, to make it publicly available or accessible, wired or wireless, or to make it available to third parties for a fee or free of charge, e.g. by way of application service providing or as "software as a service". Section 5.2.3remains unaffected.

5.5 If the Customer has acquired Software as a development or test license, he may only use it for non-productive purposes (e.g. in test and development environments) unless otherwise agreed. In addition, the provisions of these License Terms also apply to development licenses.

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

5.7 The Customer is only entitled to decompile and reproduce the Software to the extent permitted by law, in particular Sections 69d and 69e of the German Copyright Act (UrhG). However, this only applies if Bosch has not made the information required for this available to the Customer upon request within a reasonable period of time. Section 14.6 remains unaffected.

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

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

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

6. OPEN-SOURCE SOFTWARE

6.1 The Software may contain Free and Open-Source Software and third-party software under royalty-free licenses (hereinafter jointly referred to as "**OSS"**). A current list of the included OSS and the applicable OSS license terms ("**OSS Licenses"**) will be made available to the Customer upon request before the contract is concluded or at the latest upon delivery of the Software. If the Software contains an OSS component, the Customer's handling of the relevant OSS component shall be governed primarily by the

applicable OSS License, to which the Customer hereby commits to comply.

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

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

6.4 Bosch shall not provide any support services beyond its own OSS license obligations that serve to fulfill the Customer's OSS license obligations.

6.5 If the Customer provides Bosch with software products for integration into the Software or arranges for such provision, Bosch is permitted to analyze these software products in order to verify, modify, leave unchanged, remove or replace the OSS content contained therein. However, this does not release the Customer from the responsibility to provide Bosch with all materials required under the applicable OSS Licenses.

7. AUDIT RIGHT

7.1 Upon Bosch's request, the Customer will enable Bosch to verify the proper use of the Software, in particular whether the Customer is using the program qualitatively and quantitatively within the scope of the usage rights granted to him.

7.2 To this end, the Customer will provide Bosch with information, allow access to relevant documents and records, and allow Bosch to inspect the hardware and software environment used by the Customer. Bosch may carry out this inspection at the Customer's premises during regular business hours with 2 weeks' notice. The Customer will ensure to a reasonable extent that the inspection can be carried out by Bosch or the third party and will cooperate in the inspection. Bosch will use all information obtained during the inspection only for the purposes of checking the legality of the license use. The Customer may request that the inspection be carried out on site by a Bosch representative who is bound to professional secrecy.

7.3 The costs of the inspection will be borne by Bosch unless the inspection reveals that the Customer is using or has used the Software beyond the agreed scope (license shortfall). In this case, the Customer bears the costs of the inspection.

7.4 In the event of a license shortfall, the Customer is also obliged to acquire the missing usage rights at the list prices valid at the time of the audit plus a lump sum compensation claim of 10% of the value of the license shortfall. The Customer is free to provide evidence of lesser damages.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer bears the risk that the Software meets his wishes and needs; in case of doubt he must seek advice from Bosch or from a qualified third party before concluding the contract.

8.2 The Customer is solely responsible for setting up a sufficiently dimensioned hardware and software environment for the Software, which is defined in more detail in the respective service description. The Customer tests the Software thoroughly before using it to ensure that it is free of defects and usable in the existing hardware and software configuration. This also applies to Software that the Customer receives as part of warranty or Maintenance. The Customer undertakes to check the results generated with the Software before actually using it and to inform Bosch immediately of any possible errors in the Software. The Customer must provide all necessary information upon Bosch's request.

8.3 Insofar as third-party software not provided by Bosch (contributed software) is required for the installation or operation of the Software, the Customer is obligated to procure such software at its own cost and responsibility in the respectively required version in a timely manner and to make it available in operational condition. The required contributed software is specified in the service description or the Documentation.

8.4 The Customer will observe the instructions provided by Bosch for operating the Software. Unless otherwise agreed, he will regularly check Bosch's websites accessible via the Internet for current information, in particular current security updates, and take these into account when operating the Software.

8.5 The Software may generate results using methods of artificial intelligence or other automated processes. Such machine-generated results may be incomplete, erroneous, or unsuitable for the specific intended purpose. The Customer is obligated to independently verify all machine-generated results for accuracy, completeness, and suitability before any productive use.

8.6 If necessary, the Customer will grant Bosch access to the Software for troubleshooting and subsequent performance, at Bosch's discretion directly on site and/or via remote access.

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

9. REMUNERATION, TAXES, PRICE CHANGES

9.1 The amount of remuneration for the provision and use of the Software is determined from the Main Contract or an annex thereto (e.g. price list).

9.2 All prices are in Euro plus VAT or tax of the same kind under another jurisdiction at the applicable statutory rate.

9.3 Unless otherwise agreed in the Main Contract, the remuneration is due immediately and must be paid within 30 days of receipt of the invoice to the account

specified therein.

9.4 Each Party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental charges (and penalties, interest and other surcharges thereon) imposed on such Party with respect to transactions and payments made under the Main Contract.

9.5 All payments made by Customer to Bosch under the Main Contract will be made without any deductions or withholdings that may be required by law. In the event that such a deduction or withholding (including but not limited to cross-border withholding taxes) is required by law on a payment, Customer will pay additional amounts in such a way that the net amount received by Bosch equals the amount due under the Main Contract. Bosch will provide Customer with such tax forms as are reasonably necessary to enable a reduction or exemption from any tax withholding or deduction with respect to payments made under the Main Contract.

9.6 Price Changes

9.6.1 Bosch reserves the right, to adjust the remuneration for the time limited provision of Software at its reasonable discretion (pursuant to § 315 BGB) once per calendar year, if and insofar as cost changes occur after the conclusion of the contract, which have an impact on the remuneration. This particularly includes changes in personnel, licensing, or energy costs, or changes in legal conditions, which lead to an increase in prices.

9.6.2 Increases in a specific cost category, e.g., the personnel costs, may only be used to justify a price increase to the extent that there is no offset by potentially declining costs in other areas, such as the licensing costs. In the case of cost reductions, e.g., the personnel costs, Bosch is required to reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas.

9.6.3 In exercising its reasonable discretion, Bosch will select the respective times for a change in prices in such a manner that cost reductions are not accounted for on less favorable terms for the Customer than cost increases, meaning cost reductions will have at least the same impact on pricing as cost increases.

9.6.4 The Customer will be informed about price changes in text form at least six weeks before they become effective. In the event of a price increase, the Customer has the right to terminate the Main Contract without notice at the time the price change becomes effective. Bosch will specifically point this out to the Customer in the price change notification.

9.6.5 Furthermore, § 315 BGB remains unaffected.

10. WARRANTY

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

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

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

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

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

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

10.4.3 In the event of legal defects, Bosch will, at its own discretion, provide the Customer with a legally flawless opportunity to use the Software or modify the Software so that no third-party rights are infringed. Section 10.4.1and Section 10.4.2apply accordingly. If Rectification of a legal defect is not possible for Bosch under reasonable conditions, Bosch can terminate the Customer's rights to the Software in writing and refund the value of the Software, taking into account a 3-year period of use (= linear depreciation on the remuneration paid for the usage rights). As far as it is reasonable for the Customer, termination will only take place to the extent necessary to prevent a legal infringement.

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

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

10.5.1 which were caused by application errors on the part of the Customer and which could have been avoided by careful consultation of the documentation or service description; this also applies in the case of non-existent or inadequate backup measures according to Section 8.7which would have prevented data loss;

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

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

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

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

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

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

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

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

11. TERM, TERMINATION, END OF CONTRACT

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

11.2 Term, Termination

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

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

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

11.2.4 The termination must be in text form.

11.2.5 Otherwise, the statutory provisions apply.

11.3 End of Main Contract

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

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

12. LIABILITY

12.1 Bosch is liable in accordance with the statutory provisions in the event of intent or gross negligence, in accordance with the provisions of the Product Liability Act, to the extent of a guarantee assumed by Bosch, and in the event of injury to life, body or health of a person.

12.2 In the case of material damage and financial losses caused by negligence in any other way, Bosch and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damages that were foreseeable and typical of the contract at the time the contract was concluded; material contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely.

12.3 Without prejudice to the provisions of Section 12.1, Bosch's liability in the event of a negligent breach of a material contractual obligation proven by the Customer for all damage events occurring in the same contract year is limited in amount as follows:

12.3.1 The maximum liability amount per contract year is 100% of the remuneration paid by the Customer in the year of the damage event, but not more than EUR 200,000.00.

12.3.2 If the maximum liability limit is not reached in one contract year, this will not increase the maximum liability limit for the following contract year.

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

12.5 If Software is provided free of charge, Bosch is liable in accordance with the statutory provisions only for

intent and gross negligence and in accordance with the provisions of the Product Liability Act.

12.6 The above limitations of liability shall also apply with regard to the reimbursement of wasted expenditure, the fault of a vicarious agent of Bosch and the personal liability of the employees, representatives and governing bodies of Bosch.

13. DATA PROTECTION

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

14. CONFIDENTIALITY

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

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

14.3 The Parties will only grant access to Confidential Information to those bodies and employees or bodies and employees of affiliated companies within the meaning of Sections 15 et seq. AktG who have previously been subject to confidentiality obligations corresponding to the confidentiality obligations of these License Terms; affiliated companies shall not include companies with their registered seat in the Russian Federation or the Republic of Belarus. Disclosure of Confidential Information to other third parties is only permitted if they are bound to secrecy due to professional secrecy. Furthermore, the Parties will only disclose Confidential Information to those employees and other third parties who need to know it in order to fulfill these License Terms and - in the case of employees - will also oblige these employees to maintain confidentiality for the period after their departure to the extent permitted by labor law.

14.4 Excluded from the above obligations of confidentiality is such Confidential Information that

14.4.1 was already known to the receiving Party at the time of conclusion of the Main Contract without breach of contractual or statutory confidentiality obligations or subsequently become known lawfully from a third party without being subject to a confidentiality obligation;

14.4.2 is publicly known at the time of conclusion of the Main Contract or becomes publicly known thereafter, unless this is due to a breach of these License Terms;

14.4.3 was independently developed by the receiving Party independently of any Confidential Information received under the Main Contract;

14.4.4 must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permissible and possible, the recipient obliged to disclose will inform the other Party in advance;

14.4.5 disclosed by either Party with the prior written consent of the other Party.

14.5 Publications relating to the subject matter of the Main Contract are only permitted with the consent of both Parties. For publications relating to Bosch, the regulations at: https://brandguide.bosch.com/document/783/en#/overview/overview-the-bosch-brand must be observed.

14.6 The Customer undertakes not to observe, examine, dismantle or test (so-called reverse engineering) a product or item received from Bosch without the prior consent of Bosch, provided that the product or item is not publicly available. The Customer is not entitled to disassemble, decompile or translate any Software received into another code form, whereby the Customer's mandatory copyright rights under Articles 5 and 6 of the EU Directive 2009/24/EC (exceptions to actions requiring consent and decompilation) remain unaffected.

15. EXPORT CONTROL

15.1 In this Section 15, the following terms shall have the meaning defined below:

15.1.1 "**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.

15.1.2 "**Export Control Regulations**" means all worldwide export control, embargo and sanctions regulations applicable to the Main Contract and its subject matter, in each case as amended from time to time.

15.1.3 "**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.

15.1.4 "**Items**" are all items, software and technology.

15.1.5 "**Licensed IP**" means all Intellectual Property Rights to which Licenses are granted under the Main Contract.

15.1.6 "**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 as the recipient of the rights is also referred to as the "**Licensee**", Bosch as the granting Party as the "**Licensor**", and the granting of a license as "Licensing".

15.1.7 "**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.

15.2 Compliance with Export Control Regulations; Liability

15.2.1 The Parties shall comply with all Export Control Regulations applicable to the Main 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 Main Contract.

15.2.2 Each Party shall be entitled to refuse to fulfill the Main Contract if Export Control Regulations render its performance impossible or prohibit it. In this case the Parties shall cooperate in order to adjust the Main Contract accordingly. If such an adjustment of the Main Contract is not successful, either Party shall be entitled to withdraw from it in its entirety if Export Control Regulations render its performance completely impossible or prohibit it completely. If Export Control Regulations render the performance of the Main Contract only partially impossible or partially prohibit it, each Party shall only be entitled to a partial withdrawal to the extent of the impossibility or prohibition, unless (i) such partial performance is excluded for technical or legal reasons, or (ii) the legitimate interests of one Party in complete withdrawal outweigh the interests of the other Party in only partial withdrawal. In these cases, only a complete withdrawal from the Main Contract is possible. Insofar as future amendments to Export Control Regulations that come into force prior to performance of the Main Contract provide for relaxation, the Parties shall discuss whether and, if so, to what extent the Main Contract should be adjusted.

15.2.3 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 or the improper conduct of permit procedures.

15.3 Regulations on non-proliferation and embargoes

15.3.1 The Licensee undertakes

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

(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.

15.3.2 Insofar as the Licensee is entitled to grant sub-Licenses or to transfer the License, the Licensee shall impose contractual prohibitions corresponding to Section 15.3.1 and obligations corresponding to this Section 15.3.2 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.

15.3.3 If the Licensee violates the above provisions of Section 15.3.1 or 15.3.2, the Licensor shall have the right to terminate the Main Contract with immediate effect.

15.3.4 The Licensee shall inform the Licensor immediately of any violations or issues that arise in the application of Section 15.3, including any actions by third parties that could jeopardise or frustrate the purpose of Section 15.3 The Licensee shall inform the Licensor at any time without undue delay about its compliance with its obligations under Section 15.3 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.

15.4 The Licenses granted under the Main 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 License Terms 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.

15.5 The provisions of this Section 15 shall take precedence over the other provisions of these License Terms in the event of contradictions.

16. CHANGES TO THESE LICENSE TERMS

16.1 Bosch reserves the right to change or amend these License Terms and their annexes and essential components, at any time with effect for the future, if the change or amendment is reasonable for the Customer, taking into account the interests of Bosch and the Customer. This does not apply to essential provisions of the License Terms or their essential components, in particular the type and scope of the mutually agreed services (e.g. prices).

16.2 Any change to these License Terms will be communicated to the Customer using a permanent data medium, e.g. by email to the email address last provided by the Customer. The Customer has the opportunity to object to such a change in text form (e.g. by email, fax or letter) within 30 days of receiving this notification. If the Customer does not object to the change or does not do so in a timely manner, the change is deemed to have been approved (*presumption of consent*). Bosch will expressly inform the Customer of this presumption of consent in the notification.

16.3 In the event of an objection, the time-limited provision of Software will continue under the previous conditions.

16.4 Editorial changes to the terms and conditions referred to in Section 16, i.e. changes that do not have a material impact, such as the correction of typographical errors, may be made without notifying the Customer.

17. CHOICE OF LAW, PLACE OF JURISDICTION

17.1 The contractual relationship is exclusively governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Law).

17.2 The exclusive place of jurisdiction is Stuttgart, Germany.

18. FINAL PROVISIONS

18.1 The Customer may only transfer rights and obligations arising from or in connection with this contractual relationship to third parties with the written consent of Bosch.

18.2 Legally relevant declarations and notifications that the Customer must make to Bosch after conclusion of the Main Contract (e.g. setting of deadlines, terminations, notifications of defects, declarations of withdrawal or reduction) must be in text form to be effective.

18.3 Should one or more provisions of these License Terms be or become invalid, the validity of the remaining provisions shall not be affected.

ROBERT BOSCH MANUFACTURING SOLUTIONS GMBH