

# Terms and Conditions for Work and Services

As of: 24.02.2026

These contract terms apply to the provision of work and services by Robert Bosch Manufacturing Solutions GmbH, Wernerstraße 51, 70469 Stuttgart, Germany ("**Bosch**") for the Customer (Customer and Bosch are hereinafter referred to as "**Parties**").

## 1. SCOPE

- 1.1 Bosch provides the Customer with work and services (hereinafter "**Services**") exclusively on the basis of these contract terms and the respective service description, which are integral parts of the Main Contract. "**Main Contract**" refers to the contractual agreement between the Customer and Bosch regarding the provision of work and services (e.g., an offer or an order form).
- 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 terms and conditions of the Customer or a third party or refers to such, this does not constitute consent to the validity of those terms and conditions.
- 1.3 These contract terms shall take precedence over the provisions of the Main Contract, including its annexes, unless the Main Contract expressly deviates from these contract terms. In the event of 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 contract terms).
- 1.4 Individual agreements made with the Customer in individual cases (including side agreements, supplements, and amendments) shall always take precedence over these contract terms.

## 2. PROVISION OF SERVICES

- 2.1 Bosch shall provide the Services as described in the Main Contract or an annex thereto (e.g., a service description).
- 2.2 The organization of the provision of the Services as well as the right to issue instructions to its employees shall be the sole responsibility of Bosch. This shall also apply if the Services are provided on the Customer's premises.
- 2.3 The employees of Bosch who are involved in the provision of the Services shall not be considered employees of the Customer at any time. They have no entitlement to employee benefits from the Customer. Bosch is solely responsible for the payment of wages and the provision of statutory benefits to the employees deployed to perform Services for the Customer.
- 2.4 Bosch shall be entitled to use subcontractors for the performance of the Services.
- 2.5 If a Service is rendered as a service, Bosch owes the diligent execution of the agreed activity. A concrete success or a specific result is not owed by Bosch in this case, unless this has been

expressly and agreed upon in writing.

- 2.6 Delivery and performance dates stated by Bosch shall only be deemed binding if they have been designated as binding by Bosch in writing.
- 2.7 If there is a shipment of Services, the delivery conditions and prices of the FCA clauses of Incoterms® 2020 shall apply.
- 2.8 Delays in performance due to force majeure or other unavoidable events that are beyond Bosch's control and could not be averted with reasonable effort, and which were not foreseeable even with the utmost care, and which make Bosch's obligations under this contractual relationship substantially more difficult or temporarily impossible, such as strikes, blockades, exceptional weather conditions, operational or traffic disruptions, and transport hindrances, shall extend contractual periods and binding delivery dates by the periods of the hindrance and a reasonable start-up period.

## 3. DEVELOPMENT OF CUSTOM SOFTWARE

- 3.1 The provisions in this Section 3 apply in cases where the Parties agree in the Main Contract that Bosch will provide Services to the Customer according to a predefined service description (so-called waterfall or V-model).

### 3.2 Software Development based on Requirement Specifications

3.2.1 The Services of Bosch shall be rendered within the scope of software development in accordance with a predetermined scope of service description ("**Requirement Specifications**") to be attached to the Main Contract as an annex.

3.2.2 The Requirement Specifications shall include, among other things, a definition of the planned use of the software, a detailed description of the custom software functions, a definition of the special requirements for the development environment and for the technical product environment as well as information on any other features of the software.

3.2.3 Within the framework of the Requirement Specifications, scheduling is also carried out by listing the individual steps of the software development up to the completion of the Services ready for acceptance.

### 3.3 Project Organization

3.3.1 Each Party shall appoint a project manager with sufficient expertise and experience who is authorized to make binding declarations to the other contracting Party as well as to receive its declarations and thus acts as the main contact

person between the Parties.

3.3.2 If the planning and development of the software takes place in two separable phases, namely the Planning Phase and the Implementation Phase, the following shall apply:

(a) In the "**Planning Phase**", Bosch shall draw up Requirement Specifications based on the contractually stipulated specifications of the Customer and taking into account further information provided by the Customer in order to concretize and define the scope of application and the requirements for the software to be developed. The Customer is responsible for specifying requirements pursuant to Section 5.1 as part of its contractually stipulated specifications. Insofar as changes to the Customer's contractually defined specifications occur during the Planning Phase, the Parties shall record these changes in writing. At the end of the Planning Phase, the Requirement Specifications to be attached to the Main Contract are prepared. The Requirement Specifications are subject to acceptance by the Customer. Decisive for the assessment of contract compliance are the specifications of the Customer for the software agreed upon in the Main Contract, if applicable, taking into account deviations documented in writing.

(b) In the "**Implementation Phase**", Bosch develops the software on the basis of the specifications.

3.3.3 The Main Contract specifies the Planning and Implementation Phases. In the event of any discrepancies between the Main Contract and these contract terms, the provisions of the Main Contract shall take precedence.

#### 4. **DEVELOPMENT OF CUSTOM SOFTWARE ACCORDING TO AGILE DEVELOPMENT METHODS**

4.1 The provisions of this Section 4 shall apply to the extent that the Parties agree in the Main Contract that Bosch will provide the Customer with Services in accordance with an agile development methodology.

##### 4.2 **Agile Software Development**

Bosch provides software development services for Customers using agile development methods. A characteristic feature is the extensive self-organization of the development team without any predefinition of the Services to be provided. In the course of the project, software development services are provided in a large number of manageable development steps (see "**Sprints**" below) in coordination with the Parties. The cooperation between Bosch and the Customer is based on the Scrum principles defined in more detail below.

##### 4.3 **Development Process**

4.3.1 The Parties prepare the project together, in particular they work together towards the creation of a Product Vision of the Customer

to be attached to the respective Main Contract. The "**Product Vision**" roughly describes the software desired by the Customer and includes all requirements pursuant to Section 5.1 that are relevant to the software to be developed.

4.3.2 Unless individually agreed otherwise, the following development process shall apply:

(a) Initially, the Product Vision is to be developed.

(b) Based on the Product Vision, the Backlog Items are included in the Product Backlog and prioritized. The "**Product Backlog**" contains the list of Backlog Items with the Customer's requirements for the software broadly described in the Product Vision. A "**Backlog Item**" is a partial entry in the Product Backlog and describes the externally perceivable product characteristics.

(c) The Customer designates the "**Product Owner**", who manages, maintains and prioritizes the Product Backlog. The Customer may at any time request that new Backlog Items be added to the Product Backlog and/or that the content of existing Backlog Items in the Product Backlog be changed, reduced or extended, removed or replaced by new Backlog Items. To ensure that Backlog Items are sufficiently prepared for processing in the Sprint, the Parties shall define a "**Definition of Ready**" ("**DoR**") in the Main Contract or an annex thereto. The DoR sets out the criteria that a Backlog Item must meet in order for the development team to include it in a Sprint. The Product Owner is responsible for ensuring that only Backlog Items that meet the DoR are introduced into Sprint Planning. If a Backlog Item does not meet the DoR, Bosch shall be entitled to refuse its inclusion in the Sprint. In such case, the provisions of Section 5.7 shall apply accordingly. Bosch may also propose changes to the Product Backlog to the Customer itself at any time. If the inclusion of a new Backlog Item or the modification of an existing Backlog Item leads to a material impact on the overall effort, the agreed schedule, or the agreed budget, according to Bosch's assessment, Bosch shall inform the Customer of this. In this case, the procedure for service changes pursuant to Section 8 shall apply. Until an agreement is reached pursuant to Section 8, the work shall be continued on the basis of the existing Product Backlog.

(d) The Product Backlog is continuously updated, but at least at the end of each Sprint.

(e) The individuals at Bosch involved in the development of the contractual software ("**Development Team**") shall work under the guidance of the "Scrum Master" designated by Bosch. The Scrum Master shall ensure that the Development Team can work efficiently on the project and shall organize and moderate the meetings of the Development Team.

(f) The Scrum Master and the Product Owner are authorized to make binding declarations to the other Party as well as to receive its declarations and thus act as the main contact between the Parties.

(g) The Development Team works through the Backlog Items in Sprints. A "**Sprint**" is a cycle in which the contractual software is further developed and at the end of which a technically functional software version is regularly available. The duration and organization of an individual Sprint is to be defined by the Parties in the Main Contract. "**Technical functionality**" refers to the implementation of the requirements set for the Sprint; it is not necessarily connected to usability by a user.

(h) At the end of a Sprint, a "**Product Increment**" which is essentially the contractually compliant result of a Sprint, is delivered.

(i) After completion of a Sprint, the Product Owner releases the Product Increment. The release shall take place if the requirements of the "**Definition of Done**" to be defined by the Parties in the Main Contract are met. If the release by the Product Owner is neither granted nor refused with reasons five (5) working days after completion of the Sprint, the release shall be deemed to have taken place. The release is not to be equated with a partial acceptance.

(j) Immediately following the release, the next required Sprint is carried out until the individually contractually provided end of the project.

## 5. COOPERATION AND INFORMATION OBLIGATIONS OF THE CUSTOMER

5.1 The Customer is responsible for ensuring that the Services meet its specific purposes and requirements. To this end, the Customer shall fully communicate to Bosch, prior to conclusion of the Main Contract, all material requirements for the Services, in particular with respect regulatory and industry-specific requirements, IT security (e.g., BSI standards, ISO/IEC 27001, IEC 62443), data protection, performance, availability, and other non-functional aspects. Bosch is not obliged to independently determine requirements that have not been communicated, to verify their completeness, or to notify the Customer unsolicited of missing or inadequate information. This also applies to statutory requirements, the identification and timely communication of which lie solely within the Customer's responsibility. Bosch has no duty to review or advise beyond the contractual services. For any issues of doubt, the Customer shall obtain advice from qualified third parties prior to conclusion of a Main Contract.

5.2 The Customer shall support Bosch's Services through appropriate cooperation actions. In particular, the Customer shall provide Bosch with the necessary information and data free of charge and allow Bosch's employees access to its

business premises during its business hours to the extent required. In addition, the Customer shall provide working materials to a reasonable extent, in particular workstations, computers, telephones, Internet access and printers, if the Services are performed on the Customer's business premises.

5.3 The establishment of a sufficiently dimensioned hardware and software environment for the use of Bosch's Services is the sole responsibility of the Customer. The Customer shall thoroughly test the Services for any defects and, if necessary, for compatibility with the existing hardware and software configuration before their implementation.

5.4 Customer shall grant Bosch access to the Services for troubleshooting purposes, directly and/or by means of remote access, at Bosch's option.

5.5 The Customer shall take reasonable precautions in the event that software does not work properly in whole or in part (e.g. by daily data backups, fault diagnosis, regular checking of data processing results). Unless the Customer expressly points this out in advance, Bosch may assume that all of the Customer's data with which it may come into contact is backed up.

5.6 Markings of the Working Results as defined below, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognizable.

5.7 Insofar as Bosch is prevented from providing the Services due to the Customer's failure to perform the aforementioned duties to cooperate and provide information in accordance with the contract, Bosch shall not be liable for any resulting deficiencies in performance (including any service credits/contractual penalties). Agreed deadlines shall be postponed under the above-mentioned conditions. The extension shall be calculated according to the duration of the delay in the cooperation not in accordance with the contract and any other time-related effects arising therefrom (e.g. taking into account any necessary start-up time).

5.8 The Customer shall reimburse Bosch for any expenses incurred by Bosch as a result of the Customer's failure to perform or to perform in a timely manner its obligations under this Section 5 unless the Customer is not responsible for this. Any further legal remedies and claims to which Bosch is entitled by law shall remain unaffected.

## 6. WORKING RESULTS, RIGHTS OF USE

6.1 "**Working Results**" refer to all Services individually created by Bosch for the Customer, as well as the corresponding draft versions. With the full payment of the agreed remuneration, Bosch grants the Customer non-exclusive, unlimited rights of use and exploitation in terms of time, content, and location for all Working Results. Exclusive rights of use shall only be granted for the Services for which this has been expressly agreed in writing.

- 6.2** If the Working Results involve software developed specifically for the Customer, the scope of delivery includes a copy of the software in object code, unless otherwise contractually agreed.
- 6.3** The Customer acknowledges that pre-existing rights of Bosch remain unaffected by the granting of rights according to these contract terms and may continue to be used by Bosch without restriction, even if they are part of the Services to the Customer.
- 6.4** Customer agrees that Bosch may use software to support the provision of Services. In cases where such software independently performs programming tasks or other functions based on Bosch's specifications, it is highly likely that it does not enjoy copyright protection. The rights granted under Section 6.1 are thus applicable exclusively between the Parties and do not confer copyright claims upon Bosch or the Customer against third parties.
- 6.5** Notwithstanding the foregoing granting of rights, Bosch shall remain entitled to
- 6.5.1 create comparable Services with similar or the same functionalities,
- 6.5.2 provide comparable Services for other customers, and
- 6.5.3 use the know-how acquired during the provision of the Services without restriction. The confidentiality obligations pursuant to Section 15 shall remain unaffected by this.
- 6.6** All software and data provided by the Customer shall be licensed to Bosch for the purpose and to the extent necessary for the performance of the Services under the Main Contract. If third parties assert an infringement of their rights against Bosch, the Customer shall indemnify Bosch against all resulting claims and costs, including reasonable court and legal defense costs, unless the Customer is not responsible for the claim. Bosch shall reasonably assist the Customer in settling such disputes with third parties in and out of court.
- 6.7** Insofar as the Services contain open source software, the provisions of Section 7 shall apply with priority.

## **7. OPEN SOURCE SOFTWARE**

- 7.1** The Services may contain open source software and third-party software under royalty-free licenses ("**OSS**"). If OSS is included, this will be listed in an Annex OSS, to the extent known at the time of provision. However, the Annex OSS will be updated in accordance with changes that may be required as the software evolves. A complete list of all OSS used, depending on the development status of the respective Services, is available upon request and will additionally be handed over upon completion of the Services.
- 7.2** The OSS in the Services is subject to – prior to any conflicting license terms for the Services or related software – OSS license agreements

("OSS Licenses"). Pursuant to these OSS Licenses, Bosch must pass on their terms to the Customer and the Customer must comply with these terms and fulfill the relevant obligations if the Customer uses the OSS in a manner other than merely installing it and running it internally on its machines, e.g. by the Customer continuing to dispose of the software, such as by distributing, selling or otherwise passing it on to third parties. The rights under the OSS Licenses are granted to Customer, and if Customer distributes a copy of the software to a third party, the terms of the applicable OSS Licenses apply to the distribution of any OSS contained therein (in some cases, the OSS License grants the third party a direct license from the author/licensor of the OSS). For many OSS Licenses, Bosch cannot grant these rights to the Customer itself, and Bosch cannot obtain these rights for the Customer. The applicable OSS Licenses are available at the Internet address of the provider of the OSS or Bosch will provide them to the Customer upon request.

- 7.3** Customer agrees, whether expressly or by implication by copying, modifying or distributing the OSS, to accept the applicable OSS Licenses and to assume responsibility for complying with them. In addition, Customer agrees that updates or new versions of the software may contain different or additional OSS or changes to the OSS Licenses. Bosch shall inform Customer of this fact and, if applicable, of any additional or modified OSS Licenses upon delivery of the updates.
- 7.4** Except as otherwise provided in these contract terms or the Main Contract, this does not include any service or support by Bosch with respect to the performance of the obligations arising from the OSS Licenses; any such service or support by Bosch shall be subject to a separate agreement specifying such service or support and providing for reasonable compensation therefor.
- 7.5** The OSS itself has no influence on the price of the Services and is therefore provided free of charge and without monetary compensation.
- 7.6** If the Customer provides or arranges for Bosch to be provided with software to be integrated into the contractual software, the Customer hereby permits Bosch to analyze the software in order to verify the OSS content contained therein. However, this shall not relieve Customer of its responsibility to provide Bosch with all materials required under the OSS Licenses applicable to the software.
- 8. CHANGE REQUESTS**
- 8.1** Should the Customer propose changes to the Services agreed in the Main Contract, or in the case of Work, prior to overall acceptance ("**Change Request**"), Bosch shall inform the Customer whether the changes are possible and reasonable or for what reasons the changes are not possible and/or unreasonable.
- 8.2** If the Change Request requires a detailed review by Bosch, Bosch shall inform the Customer of the estimated duration and costs of this detailed

review, the preliminary assessment of the prospects for the implementation and, if any, the approximate effects on the contract, in particular on deadlines and the agreed remuneration. The Customer shall consent to the implementation of the detailed review procedure at the conditions specified by Bosch within a reasonable period of time or refuse consent.

- 8.3** Bosch shall continue the contractual Services unchanged during the ongoing Change Request procedure, unless the Customer instructs Bosch in writing that the work is to be discontinued or restricted until a decision is made on the service change, or the Parties reach a separate agreement on the detailed examination of the Change Request or the Change Request itself.
- 8.4** If the examination shows that the actual implementation of the changes will not only have an insignificant impact on the contractual performance structure (e.g. remuneration, deadlines, acceptance modalities), Bosch shall submit an offer to the Customer to adjust the contractual provisions, in particular with regard to agreed deadlines and effects on the agreed remuneration. The Customer shall accept or reject the Contractor's offer within a reasonable period of time.
- 8.5** If an agreement on the detailed review procedure or a mutually agreed adjustment of the contractual provisions is not reached within 2 weeks, the work shall be continued without consideration of the request for change. The right of the Customer to terminate remains unaffected.

## **9. ACCEPTANCE OF WORK**

- 9.1** Services that are to be qualified as work shall be subject to acceptance. A prerequisite for acceptance is that Bosch provides the Customer with the work in full and notifies the Customer in writing of the request for acceptance.
- 9.2** Within two weeks of receipt of the written request for acceptance and provision of the work by Bosch, the Customer shall carry out an acceptance test in the course of which the work shall be checked for its conformity with the contract and a written acceptance protocol shall be created. After the acceptance test has been successfully carried out, the Customer shall immediately declare acceptance in writing or notify Bosch in writing of any defects discovered. The acceptance test shall be deemed to have been successfully performed if the Services meet the contractually stipulated requirements in all material respects.
- 9.3** In the event of a notice of defects, Bosch shall inspect the same and rectify any defects notified within a reasonable period of time. After their elimination, Bosch shall again make the performance available to the Customer for inspection and acceptance and the acceptance procedure shall start anew. Bosch shall be entitled to participate in any acceptance.
- 9.4** Acceptance may not be refused due to minor defects.

**9.5** The Services shall be deemed accepted if the Customer does not refuse acceptance in writing due to defects within two weeks after notification of readiness for acceptance and provision of the Services by Bosch or if the Customer uses the solution in whole or in part, with the exception of use within the scope of the acceptance test. The fiction of acceptance under this clause shall only apply if the performance meets the contractually stipulated requirements in all material respects ("**readiness for acceptance**").

**9.6** Bosch shall be entitled to make self-contained partial services available for acceptance ("**partial acceptance**").

**9.7** If the Parties have agreed to the provision of Services in accordance with an agile development methodology (Section 4), the following provisions shall apply in deviation and in addition:

9.7.1 The Services created in the project are to undergo a final acceptance based on the "Definition of Done" at the end of the project. The Product Backlog serves as the reference point for the overall acceptance. The overall acceptance pertains specifically to the integrative components of the contractual software that still need to be reviewed, meaning functions that can only be assessed through complete integration, as well as their performance capabilities.

9.7.2 In the context of a partial acceptance, the Product Increments delivered with the completion of a Sprint can be considered as self-contained partial services. If the Parties agree that Product Increments are to be subject to a partial acceptance, the following procedure must be observed:

(a) The Customer shall perform a partial acceptance after each Sprint, during which the functionality of the Product Increments shall be verified on the basis of the Backlog Items. The partial acceptance shall take the place of the release pursuant to Section 4.3.2(i). Immediately after the test, Customer shall send a record of the partial acceptance and a list of any errors to Bosch.

(b) Bosch will schedule any errors identified during partial acceptance for remediation as part of the planning for the next sprint. The Product Owner shall review the previously identified errors again during partial acceptance of the following Sprint.

(c) After partial acceptance of the last Sprint, the Product Owner carries out the check of the final acceptance and records it. Interim acceptances that have already taken place are not affected by this. Section 9.7.1 of this paragraph applies accordingly to the final acceptance.

## **10. REMUNERATION, DUE DATE, TAXES**

**10.1** The amount of remuneration shall be determined by the Main Contract or an annex thereto (e.g. price list).

- 10.2** All prices are in € (Euro) plus VAT.
- 10.3** In the event of remuneration on a time and material basis, Bosch shall provide the Customer with a monthly statement of the hours or days worked for the respective preceding month and shall invoice the same.
- 10.4** If remuneration at a fixed price is agreed, the remuneration shall be due in accordance with a payment schedule agreed separately. If such a payment schedule has not been agreed, installment payments in the same amount shall be due after i) commencement of the contract, ii) first partial delivery, iii) provision for acceptance and iv) acceptance.
- 10.5** If the Parties agree on a sprint-based remuneration in the case of agile development methods according to Section 4, a fixed price per Story Point shall be agreed. "**Story Points**" are a unit used for estimating effort based on the complexity of a task. The more complex the task, the more Story Points are assigned to it. The range of values ("**Story Point Scale**") is to be agreed upon by the Parties and included as an appendix to the Main Contract. Before each Sprint, a specific number of Story Points for the Sprint is assigned based on the complexity of the development tasks to be performed within the Sprint, with the collaboration of the Scrum Master and the Product Owner. The price per Sprint is then calculated by multiplying the Story Points determined for the Sprint by the agreed fixed price per Story Point. Bosch will invoice the Customer for each individual Sprint after the approval of the respective Sprint.
- 10.6** Travel required for the performance of the Services by Bosch shall not be included in the remuneration agreed for the Services and shall be announced to Bosch by the Customer at least 5 working days in advance. Travel expenses shall be invoiced at flat rates agreed with the Customer per day of travel. If, in deviation from this, invoicing is agreed on a time and material basis or the trip is announced less than 5 working days before the start, the travel costs shall be calculated as follows:
- 10.6.1 Accommodation costs according to actual expenditure.
- 10.6.2 Travel by public transport (e.g. train, plane, cab) and/or rental car at actual cost.
- 10.6.3 Other car journeys at 0.40 EUR/km.
- 10.6.4 Flat-rate expense allowance of 60.00 EUR/day for travel in Germany and 75.00 EUR/day for travel abroad. For trips of less than 4 hours, these flat rates are reduced by 50 %.
- Travel times are considered times of service provision and will be billed at 50% of the respective daily rate based on time spent.
- 10.7** Invoices shall be sent electronically to the invoice address specified in the Main Contract. All invoices from Bosch shall be paid without deduction in cash no later than 30 days after receipt and due date to the bank account specified by Bosch in the Main Contract. The date

on which the invoice amount is credited to Bosch shall be decisive for compliance with the payment deadline.

## **11. WARRANTY FOR WORK**

- 11.1** For work, Bosch warrants for a period of 12 months, beginning with the date of overall acceptance ("**Warranty Period**"), that the Services conform to the agreed-upon specifications and are free from defects that would impair its fitness for the purpose stipulated in the contract or for ordinary use.
- 11.2** The Customer's warranty claims shall expire after the expiry of this Warranty Period. Notwithstanding the foregoing, the statutory warranty period shall apply to the extent that Bosch is liable pursuant to Section 14. A warranty shall only be granted if it has been expressly designated as such in writing.
- 11.3** Defects in work shall be remedied by Bosch within a reasonable period during the Warranty Period ("**subsequent performance**"). This shall be done, at Bosch's option, by either eliminating the defect, or by delivering a defect-free service, or by suggesting a way to circumvent the defect; The latter option will be pursued if it is reasonable for the Customer, considering the impact of the defect and the circumstances of the suggested workaround. The Customer's right to reduce remuneration or withdraw from the contract at the Customer's choice in case the rectification fails remains unaffected. The right to withdraw does not apply to minor defects.
- 11.4** Defects which have not already been listed in the declaration of acceptance shall be reported by the Customer to Bosch immediately after discovery; this report shall be combined with a concrete written description of the defect. Upon request, the Customer shall provide Bosch with documents and information to a reasonable extent which Bosch requires for assessment and rectification.
- 11.5** Insofar as the Customer makes changes to the contractual software without the consent of Bosch, or allows third parties to make such changes, without this being necessary due to Bosch's delay and the fruitless expiration of a deadline set by the Customer to enable proper program usage, Bosch remains obligated to remedy defects not affected by these changes, provided that any additional expenses caused by the unilateral changes made by the Customer as described above are to be borne by the Customer.
- ## **12. THIRD PARTY RIGHTS**
- 12.1** Bosch warrants in accordance with the following provisions – in the case of work for the duration of the Warranty Period, otherwise for a period of twelve (12) months – that the performances rendered do not infringe any third-party property rights. This period shall commence with acceptance in the case of work, otherwise with the time of the complete performance of the Services. Completeness of service provision is

achieved when all contractually agreed-upon service contents have been provided.

- 12.2** If third parties assert claims of rights infringement against the Customer, Bosch shall indemnify the Customer within the limits of the liability cap set forth in Section 14.3 against claims for damages resulting therefrom which have been finally determined by a court of law and for which Bosch is responsible, including court costs and legal defense costs recoverable in accordance with the provisions of the Code of Civil Procedure. Bosch shall support the Customer in the judicial and extrajudicial settlement of such disputes with third parties.
- 12.3** In the event that the Customer is ordered to cease and desist from using the Working Results or any part thereof, either (i) by a final court order or (ii) the Customer is served with an injunction, Bosch shall, at its sole discretion, either procure for the Customer the right to continue using the Working Results, replace or modify the Working Results while retaining the agreed functionalities in order to remedy the infringement, or, if both of the aforementioned alternatives cannot be realized by Bosch under reasonable conditions, terminate the Customer's rights to the Working Results in writing and refund the value of the Working Results, taking into account a 3-year useful life (= linear depreciation on the remuneration paid for the rights of use). As far as reasonable for the Customer, the termination shall only take place to the extent necessary to prevent the infringement.
- 12.4** The claims of the Customer according to Section 12.3 shall be subject to the proviso that (i) the Customer shall inform Bosch without delay of the assertion of claims by third parties, (ii) the Customer shall provide Bosch with copies of any correspondence with the claimant and courts relating thereto without delay after receipt thereof, (iii) the Customer shall provide Bosch with any information required to defend against the claim, and (iv) Bosch shall retain the sole right to control the conduct of the proceedings by the Customer and the final right to decide on the conclusion of any judicial and out-of-court settlements.
- 12.5** In the event that, in the opinion of Bosch or a third party, the Working Results infringe the rights of third parties, Bosch shall be entitled, taking due account of the interests of the Customer, at its own discretion to replace or modify the Working Results while retaining the agreed functionalities in order to remedy the alleged or suspected infringement.

### **13. TERM, TERMINATION**

- 13.1** If no fixed term has been agreed for services in the Main Contract, the contract may be terminated by either Party with three months' notice to the end of a calendar quarter. The right of termination pursuant to section 627 BGB is excluded.
- 13.2** If the Customer terminates the Main Contract for work in accordance with § 648 BGB, Bosch may, at its option, assert the claims in accordance with § 648 BGB or, instead, demand a lump sum for

its expenses and lost profit in addition to the remuneration for the Services already performed in the amount of 50 % of the remuneration owed for the Services not yet performed at the time of termination. The Customer shall have the right to prove that the amount to which Bosch is entitled pursuant to § 648 BGB is lower.

- 13.3** In the event of a breach of contract by the Customer, in particular in the event of default in payment, Bosch shall be entitled, without prejudice to any other contractual and statutory rights, to terminate the Main Contract without notice after a reasonable grace period has expired.
- 13.4** The termination must be made in writing.

### **14. LIABILITY**

- 14.1** Bosch shall be liable in accordance with the statutory provisions for damages for personal injury, for damages based on the Product Liability Act, for damages caused by fraudulent conduct or intent on the part of Bosch, and for damages caused by gross negligence on the part of Bosch's legal representatives or executive employees.
- 14.2** 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 ("**cardinal duty**").
- 14.3** Without prejudice to the provisions of Section 14.1, the Parties agree on the liability of Bosch in the event of a negligent breach of a cardinal duty proven by the Customer for all damage events occurring in the same contract year - taking into account the type and scope of the services to be provided under the Main Contract - a maximum liability amount per damage event of EUR 100,000.00, but in total a maximum of EUR 200,000.00 per calendar year.
- 14.4** Any further liability on the part of Bosch is excluded, subject to expressly deviating provisions in these conditions.
- 14.5** The above limitations of liability shall also apply in the case of fault on the part of a vicarious agent of Bosch and to the personal liability of Bosch's employees, representatives and/or bodies. The above provisions of this paragraph shall also apply to the liability of Bosch with regard to the reimbursement of futile expenses or indemnification obligations pursuant to Section 12.

### **15. CONFIDENTIALITY**

- 15.1** "**Confidential Information**" shall mean all information and documents of the respective other party, which are marked as confidential or which are to be regarded as confidential due to

the circumstances, in particular information on operational processes, business relations and know-how.

- 15.2** The Parties agree to keep the Confidential Information received from the disclosing Party confidential and without the consent of the disclosing Party it shall not use it or disclose it directly or indirectly, orally, in writing or in any other way beyond the purpose, unless otherwise expressly stipulated in these contract terms. This obligation shall continue for a period of 5 years after termination of the Main Contract. For trade secrets within the meaning of Directive (EU) 2016/943, the obligation to maintain confidentiality shall remain in force even after the expiry of the 5 years, as long as the confidential information in question is classified as trade secrets.
- 15.3** The Parties shall only grant access to confidential information to such bodies and employees or bodies and employees of affiliated companies within the meaning of sections 15 et seq. AktG (German Stock Corporation Act), to whom confidentiality obligations corresponding to the confidentiality obligations of these contract terms have previously been imposed. Confidential information may only be disclosed to other third parties if such third parties are bound to secrecy on the basis of professional secrecy. Furthermore, the Parties shall only disclose the confidential information to those employees and other third parties who need to know it for the performance of the Main Contract and – insofar as employees are concerned – shall also oblige these employees to maintain confidentiality to the extent permissible under employment law for the period after their departure.
- 15.4** Excluded from the foregoing confidentiality obligations is such confidential information that:
- 15.4.1 were demonstrably already known to the receiving Party without breach of contractual or statutory confidentiality obligations at the time of the conclusion of the Main Contract or become known thereafter lawfully from a third party without being subject to a confidentiality obligation;
- 15.4.2 are public knowledge at the time of the execution of the Main Contract or are made public thereafter, to the extent not based on a breach of these contract terms;
- 15.4.3 independently developed by the receiving Party independently of Confidential Information received under the Main Contract;
- 15.4.4 must be disclosed due to legal obligations or on the order of a court or authority or are disclosed for reasons of legal defense. To the extent permissible and possible, the recipient obligated to disclose shall inform the other Party as early as possible in advance;
- 15.4.5 disclosed by one Party with the prior written consent of the other Party.
- 15.5** Publications concerning the subject matter of the Main Contract shall only be permitted with the

consent of both Parties. For publications concerning Bosch, the regulations at: <https://brandguide.bosch.com/document/783/en#/overview/overview-the-bosch-brand> must be observed.

- 15.6** 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 received Software 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.
- 16. EXPORT CONTROL AND CUSTOMS**
- In this Section 16, the following terms shall have the meaning defined below:
- 16.1** "**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.
- 16.2** "**Export Control Regulations**" means all worldwide export control, embargo and sanctions regulations applicable to the contract and its subject matter, in each case as amended from time to time.
- 16.3** "**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.
- 16.4** "**Items**" are all items, software and technology.
- 16.5** "**Licensed IP**" means all Intellectual Property Rights to which Licenses are granted under the contract.
- 16.6** "**Licenses**" are all licenses and other rights to use Intellectual Property Rights, including sublicenses and other derived rights of use, and including rights to access or reuse any material or information protected by means of Intellectual Property Rights or constituting trade secrets. The Customer of the rights is also referred to as the "**Licensee**" and the other Party as the "**Licensor**".
- 16.7** "**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.

## **16.8 Compliance with Export Control Regulations; Liability**

16.8.1 The Parties shall comply with all Export Control Regulations applicable to the contract and its subject matter. They shall assist each other in the fulfillment of their respective obligations under Export Control Regulations in connection with the contract.

16.8.2 Each Party shall be entitled to refuse to fulfill the contract if Export Control Regulations render its performance impossible or prohibit it. In this case the Parties shall cooperate in order to adjust the contract accordingly. If such an adjustment of the 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 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 contract is possible. Insofar as future amendments to Export Control Regulations that come into force prior to performance of the contract provide for relaxation, the Parties shall discuss whether and, if so, to what extent the contract should be adjusted.

16.8.3 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.

## **16.9 Regulations on non-proliferation and embargoes**

16.9.1 Insofar as the Customer is supplied with goods or technology from Bosch that fall under the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) No. 765/2006 as amended, the following shall apply:

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

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

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

(c) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 16.9.1(a).

(d) If the Customer breaches Sections 16.9.1(a), 16.9.1(b) or 16.9.1(c), at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate the contract at any time, insofar as it has not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both Parties to terminate the contract for cause shall not be affected by this.

(e) The Customer shall immediately inform Bosch about any problems in applying Sections 16.9.1(a), 16.9.1(b) or 16.9.1(c), including any relevant activities by third parties that could frustrate the purpose of Section 16.9.1(a). The Customer shall make available to Bosch information concerning compliance with the obligations under Sections 16.9.1(a), 16.9.1(b) or 16.9.1(c) within two weeks of the simple request of such information.

16.9.2 Insofar as the Customer receives Licensed IP from Bosch, the following shall apply:

(a) The Licensee undertakes

(i) not to use the Licensed IP in connection with (i) the development, production, handling, operation, maintenance, storage, detection, identification or 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;

(ii) not to use the Licensed IP directly or indirectly (i) in Russia or in Belarus in connection with Embargoed Items, including for their provision, manufacture, maintenance or use of Embargoed Items for or in Russia or Belarus, and/or (ii) to grant Licenses to the Licensed IP to any natural or legal person, entity or body in Russia or Belarus;

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

(iv) not to use the Licensed IP in

connection with Embargoed Items, that are intended for sale, supply, transfer or export to Russia or Belarus, or for use in Russia or Belarus. This also applies if the Embargoed Items are only indirectly intended for this purpose, e.g. in the case of a sale or delivery to Russia or Belarus via third parties.

(b) Insofar as the Licensee is entitled to grant sub-Licenses or to transfer the License, the Licensee shall impose contractual prohibitions corresponding to Section 16.9.2(a) and obligations corresponding to this Section 16.9.2(b) on its sublicensees and/or third parties to whom it transfers the License and shall enforce these in an appropriate and effective manner. The Licensee shall take such measures as are necessary to enable it to enforce these corresponding contractual prohibitions against third parties.

(c) If the Licensee violates the above provisions of Section 16.9.2(a) or 16.9.2(b), the Licensor shall have the right to terminate the contract with immediate effect.

(d) The Licensee shall inform the Licensor immediately of any violations or issues that arise in the application of Section 16.9.2, including any actions by third parties that could jeopardise or frustrate the purpose of Section 16.9.2. The Licensee shall inform the Licensor at any time without undue delay about its compliance with its obligations under Section 16.9.2 and shall provide information that verifies the plausibility of such compliance, but in any event no later than two weeks after being requested to do so.

(e) The Licenses granted under the contract are granted only to the extent and within the territorial scope permitted by Export Control Regulations. If a change in Export Control Regulations results in a License granted under these contract 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.

**16.10** The provisions of this Section 16 shall take precedence over the other provisions of these Work and Services Terms in the event of contradictions.

## **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 contract (e.g. setting of deadlines, 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 contract terms be or become invalid, the validity of the remaining provisions shall not be affected.

**ROBERT BOSCH MANUFACTURING SOLUTIONS GMBH**