Annex 2
SaaS-Terms and Conditions for the United States

Last amended: January 2023

These SaaS Terms and Conditions ("**Terms and Conditions**") apply to the use by Customer of Services provided by Bosch Rexroth Corporation, 14001 S. Lakes Dr., Charlotte, NC 28273 (hereinafter: "**Bosch Rexroth**" or "**Provider**") (Customer and Provider are hereinafter collectively referred to as "**Parties**" and individually as "**Party**").

1 Definitions

1.1 "**Account**" means the authorization to access controlled-access Services of the Provider.

1.2 "**Bosch-ID**" means the user ID of the single sign-on authentication service provided by Provider, which enables the use of various independent digital service offerings of the Bosch Group, for which a Customer's e-mail address is required.

1.3 "**Contract**" means the Master Agreement and all accompanying Annexes and purchasing documents, including a statement of work, quotation or a purchase order, specifying the Service to be provided hereunder that is executed and entered into by and between Customer and Provider, including any addenda, exhibits, annexes, attachments and schedules thereto.

1.4 "**Customer**" means a Party subscribing to the Service for use in connection with hardware purchased from Provider. Customer may access the Service itself or authorize a User to access the Service on its behalf.

1.5 "**Customer App**" means any Customer-developed application that interfaces with the Service to provide access to User(s).

1.6 "**Customer Data**" means any and all electronic data and information uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer via by or through the Services or processed by or on behalf of Customer using the Services. For the avoidance of doubt, Customer Data includes all Personal Information.

1.7 "**Data**" means all information collected through use of the hardware purchased from Provider, which may contain Customer Data, and transmitted to Provider in order to provide Data Management Services under this Agreement.

1.8 "**Data Management Services**" means the provision of the Data collected through use of the hardware operated by or for the Customer in which Provider processes, displays, evaluates and/or stores the Data collected by or for the Customer and as set forth in Attachment 1 of these Terms and Conditions and/or a Contract provided by Provider.

1.9 "**Device Management Services**" means the management of hardware purchased from Provider via the Service for purpose of accessing, configuring, providing remote diagnosis, repairing and/or installing Updates and as set forth in Attachment 2 of these Terms and Conditions and/or a Contract provided by Provider.

1.10 "**Documentation**" means Provider's instructions, manuals, guides, and all other instructional and support materials relating to the Services. For the avoidance of doubt, Documentation does not include Customer Data.

1.11 "**Malicious Code**" means any virus, malware, spyware, "time bomb," "Trojan horse," "back door," "worm," or other device, configuration or code designed or intended to disrupt, disable, harm, or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, software, network, or device.

1.12 "**Personal Information**" means information that Customer provides or for which Customer provides access to Provider, or information which Provider creates or obtains on behalf of Customer, in accordance with these Terms and Conditions that: (i) directly or indirectly identifies an individual (including, for

example, names, signatures, addresses, telephone numbers, email addresses, user names and other unique identifiers); or (ii) can be used to authenticate an individual. Customer's business contact information is not by itself Personal Information.

1.13 "**Service**" means the BODAS software application provided by the Provider under these Terms and Conditions, for the provision of Data Management Services and Device Management Services as described in the Service Description.

1.14 "**Service Description**" means the description of the technical functionalities of the Services and system requirements for use of the Services as set forth in Attachments 1 and 2 of these Terms and Conditions.

1.15 "**Updates**" means updates, patches, bug fixes and other modifications provided by Provider to improve the performance or compatibility of the Services.

1.16 "**Upgrades**" means any new version of the Services provided by Provider, which may include revisions, improvements and/or modifications.

1.17 "**Usage Data**" means any automatically transmitted machine data (sensor or other machine data) or automatically generated system data (e.g. log files, information on utilization or availability of the Services).

1.18 "**User**" means a purchaser of Customer's products or any third party authorized by Customer to access or download the Service and/or Customer Data on behalf of Customer to provide Data Management Services and/or Device Management Services provided by Provider and subject to these Terms and Conditions.

2 Scope of Services

2.1 Provider provides the Services to Customer solely on the basis of and in accordance with the terms and conditions set forth in the Contract, including the terms and conditions set forth in these Terms and Conditions and any exhibits, attachments or appendices referred herein, which are hereby incorporated into and made part of these Terms and Conditions.

2.2 Any proposal for additional or different terms or any attempt by either Party to revise any of the terms of these Terms and Conditions, whether in a purchase order, quotation, acknowledgement form, invoice, correspondence, or otherwise, will be deemed a material modification of these Terms and Conditions, and is hereby rejected unless both Parties expressly agree to such change by signed writing. In the event of any conflict between the terms and provisions of these Terms and Conditions, and those of the Contract, the terms of these Terms and Conditions shall govern unless otherwise expressly stated in the Contract.

2.3 Any legally relevant statements or notices (such as setting of time limits, notification of defects, declaration of rescission or price reduction) must be confirmed in writing to be binding.

3 Exclusion

3.1 The implementation of an interface integration with Customer's existing system landscape is outside the scope of these Terms and Conditions and requires a separate written agreement between the Parties.

3.2 A separate agreement in writing is required for Provider to provide additional services, in particular for support and integration (for Customer systems and/or for plant/technical units) and consulting services. Provider has no obligation to perform such services, unless and until the applicable agreement is executed.

4 Provision of Service and Storage Space

4.1 On the date and time set forth in the Contract, Provider shall make available the Service for use in accordance with the provisions of the Contract, including these Terms and Conditions, and the Documentation, on server infrastructure provided by Provider or its subcontractors ("**Server**"). Provider has the right, in its sole discretion, to have the services performed by third parties (including affiliates of Provider) as subcontractors.

4.2 Access to the Service by Customer and/or User(s) shall be browser-based via the Internet or via an application interface set up by Provider, or, notwithstanding anything else in the Agreement, by using a Customer App.

4.3 Provider uses computer centers and servers in Germany to host and perform the Services. These are operated by an affiliate of Provider. Provider has the right to change the location of the data storage and of the data access at any time provided that (i) Provider guarantees a level of data protection consistent

with all applicable laws and regulations, (ii) the Customer is informed thereof in good time, and (iii) the change is not unreasonable for the Customer.

4.4   Provider shall provide Customer with the necessary access credentials required for access to and use of the Service, unless the registration of a Bosch ID is required. Registration for a Bosch ID is the sole responsibility of Customer.

4.5   If an Account is required to access and use the Service, Provider shall make this Account available to Customer, provided Customer has agreed to these Terms and Conditions. The Account and the access credentials are not transferable. Customer is liable for all actions performed under Customer's Account, including without limitation use by User(s).

4.6   Customer shall maintain and change all passwords into passwords known only to Customer without undue delay. It is Customer's responsibility to keep passwords, account credentials, and accounts secure. Customer shall notify Provider immediately if any unauthorized use, or suspected unauthorized use, of Customer's account occurs or if any other breach of security occurs. Provider is not liable for any loss or damage arising from Customer's failure to comply with these requirements.

4.7   During the term of the Contract, Provider shall make storage space available for Customer Data to the extent that this is required for the use of the Service and in accordance with these Terms and Conditions and/or the Contract. Further details regarding the storage space and the storage of Customer Data can be found in the Service Description.

4.8   Customer Data will be stored and be regularly backed-up by Provider throughout the Term in accordance with these Terms and Conditions and/or the Contract. Customer shall be solely responsible for compliance with retention periods required of Customer under any applicable law.

5   **Technical Availability of the Services and Access to the Customer Data**

5.1   During the Term of these Terms and Conditions, Provider will use commercially reasonable efforts to make the Services available. No period of Service unavailability or inoperability will be included in calculating availability of the Services to the extent such unavailability or inoperability is due to any of the following: (i) daily planned maintenance work; (ii) other planned interruptions in operations; (iii) emergency software, site and/or software updates and maintenance; (iv) voluntary actions or inactions of the Customer or any third party; (v) any unavailability or inoperability that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology outside of Provider's control; (vi) any unforeseen cause beyond Service Provider's reasonable control, including but not limited to Internet service provider or communications network failures, denial of service or similar attacks, or any force majeure events; (vii) any unavailability or inoperability arising from Provider's suspension and/or termination of Customer's right to use Service in accordance with these Terms; (viii) any unavailability or inoperability that results from the Customer not following the basic operational guidelines and/or security practices; or (ix) Customer's failure to meet minimum hardware or software requirements set forth in the Service Description.

5.2   Provider is responsible for Customer's internet connection and/or connectivity solely to the extent such internet connection is provided by Provider. In the event Customer provides or secures its own internet connection, Customer acknowledges that Provider is not responsible for Customer's internet connection and/or connectivity, proper functioning or security of its system, and Customer shall be responsible for all problems arising from its own internet connectivity or security vulnerabilities.

5.3   Notwithstanding the foregoing, if the Service(s) are made available free of charge, Provider does not warrant and Customer is not entitled to an uninterrupted or error free use of the Service(s).

6   **Device Management**

6.1   Customer may use the Services to manage hardware purchased from Provider as further set forth in Attachment 2 and in accordance with any terms contained herein. Customer can connect additional hardware to the Services upon notice to Provider.

6.2   In accordance to the terms and conditions of separate services agreements between the Parties a) the hardware can be directly accessed via remote access for the purpose of remote diagnosis and/or repair by Provider at the request of Customer; b) Updates or Upgrades can be performed by Provider, as necessary, upon request of Customer.

6.3   Customer shall be responsible for ensuring that necessary maintenance is performed on the hardware, including completing Updates and Upgrades as recommended by Provider. Provider shall not be liable for any damage incurred by the Customer for failure to perform maintenance, Updates or Upgrades.

7 Data Management

7.1 In order to render the Data Management Services, Provider, Customer or a third party shall process, display, evaluate and/or store the Data.

7.2 Customer shall ensure that any Personal Information contained in the Data is anonymized before being transferred to Provider and shall comply with applicable data protection and export laws.

7.3 Provider shall act in accordance with Attachment 1 and the data protection regulations included in Annex 4 when processing Data or providing Data Management Services.

8 Support

8.1 Provider shall provide first level support ("**FLS**") for Customer via e-mail as first point of contact ("**FPoC**") for all errors arising in the context of Customer's use of the Service(s), specifically excluding any errors related to the Customer App. Support shall be available Monday-Friday during Provider's business hours from 8:00 am to 4:30 pm EST, excluding public holidays. All requests for support received outside of business hours shall be deemed received at 8:00 am on the next day of support availability.

8.2 In connection with the FLS, for each error, an error ticket may be created by Provider and be designated to a corresponding error category. The following error categories shall apply:

(a) Error category 1: There is a category 1 error if the use of the Services or of large parts thereof is not possible or is severely restricted, for example due to malfunctions, incorrect work results or excessively long response times (for example: if there are considerable discrepancies as compared with the Service Description, if Customer Data is wrongly or erroneously stored, if there are program aborts in functions).

(b) Error category 2: There is a category 2 error if, although the use of the Services is not impossible or severely restricted, the restriction(s) of use, for example due to malfunctions, incorrect work results or excessively long response times, is/are nonetheless not merely insignificant.

(c) Error category 3: There is a category 3 error if the use of the Services is not directly and/or significantly/considerably impaired, for example if the basic settings are unfavorably defined or if "nice-to-have functions" are missing.

(d) Other errors: In the event of errors which cannot be ascribed to the above categories, e.g. if merely minor errors arise which have no effect on the usability of the Services, or in the event of queries or requests for improvements being made by the Customer, it is at the discretion of Provider to take action.

8.3 For error categories 1-3, the response time shall be a maximum of twelve (12) hours from receipt of report. The response time shall be deemed complied with if Provider has sent Customer qualified feedback within the response time and rectification of the error has commenced. On request of Customer, Provider may send Customer a non-binding estimate of the time expected to rectify the error.

8.4 In case of a reported error, Provider may advise Customer of the error status at regular intervals until such time as the solution is implemented and the error is cured. If, however, Provider's assessment of the error ticket shows that the cause of the error arose from Customer's failure to comply with its obligations and responsibilities under Section 15 below or any other circumstances beyond Provider's control, then Customer shall be responsible for resolving the problem. In no event shall Provider be liable for any Customer caused error(s), and, Customer is not released from its payment obligations under these Terms and Conditions or the Contract, and such obligations are not suspended during the time Customer's usage of the Service is restricted due to such error.

8.5 Any errors which cannot be rectified by FLS shall be transferred to Second Level Support, if any, aiming to set up a temporary workaround.

8.6 Provider will release and implement Service Updates in accordance with the provisions these Terms and Conditions and the Contract.

9 License Rights

9.1 Subject to Customer's compliance with the terms and conditions set forth in the Contract, these Terms and Conditions, and the Documentation, Provider hereby grants to Customer a limited, non-exclusive, revocable, personal, non-sublicensable (except as otherwise provided herein) and non-transferable license to use the Service for Customer's internal use only, for the project(s) or purposes set forth in the Contract ("**Purpose**") for the term set forth in the Contract. Customer is permitted to store and print the

Documentation, provided Customer (i) does not modify or delete any existing copyright notices, (ii) uses such Documentation and copies thereof only for the Purpose of the Contract, and (iii) reproduces only such number of copies which are necessary for such Purpose. To the extent agreed to in writing between the Parties, Customer may also permit contractors to access the Service, to the extent such access is necessary and related to the Purpose of the Contract.

9.2   If agreed in the Contract, as an exception to Section 9.1, Customer may allow Users to access and use the Service solely for business purposes of Customer (e.g. in connection with a product offered by the Customer to its customers which contains access to functionalities of the Service).

9.3   Customer shall require every User to comply with terms and conditions set forth in the Contract, these Terms and Conditions and the Documentation which are relevant to User's use of the Service. The parties acknowledge that Customer may have Users sign an End User License Agreement provided by Customer to satisfy this requirement. Customer shall be responsible and liable for anyone it grants access to the Services or anyone that downloads the Service on its behalf, including all Users, and for all Customer Data input into the Service.

9.4   To the extent required, any free and open source software components ("**FOSS**") including the applicable FOSS license conditions used in the Service will be described in the Service Description or in the Service itself. Additional FOSS license information will be provided to Customer if new or updated FOSS components are added to the Software.

9.5   Provider shall make the Service available as SaaS (Software as a Service) using remote access to the Software. Customer is not permitted to (a) use the Software for Customer's own permanent storage; or (b) store or use the Software in a data center environment; or (c) make the Services available to any third parties, except as set forth in this Section 9.

9.6   This Section 9 applies to any new versions, updates, upgrades, modifications or extensions of the Service made available to Customer by Provider or any other changes made by Provider to the Service, even if such new versions, updates, modifications or extensions were ordered by Customer and paid for separately.

9.7   Unless expressly provided herein, nothing in these Terms and Conditions shall be construed as granting by implication, estoppel, equity or otherwise, any further licenses or rights to the Service. In particular, except as expressly permitted under these Terms and Conditions, Customer has no right or license to:

a.   allow third parties to use or access the Service and/or the Account;

b.   copy, reproduce, modify, create derivative works of, sell, offer to sell, duplicate, distribute, or publicly display or perform the Service and/or the Documentation; or

c.   to provide it to any third parties for use for a limited period of time, in particular not to lease it or loan it.

9.8   Customer shall ensure that its employees, agent or any other representatives (including but not limited to any permitted contractors in accordance with Section 9.1 comply with the provisions of these Terms and Conditions and shall be liable for any breach by such employees, agents or other representatives of these Terms and Conditions.

9.9   If Customer or any of its employees, agents or other representatives breaches the provisions of this Section 9, Provider may, after giving Customer advance written notice, suspend Customer's access to the Service. The suspension shall be removed as soon as the reason for the suspension ceases to exist. If Customer continues to violate the provisions of this Section 9 or does so repeatedly despite a warning in writing from Provider, Provider may terminate the Contract for cause without notice. Provider's right to claim damages shall remain unaffected.

9.10   Notwithstanding anything to the contrary in these Terms and Conditions, Provider may monitor Customer's use of the Services and collect and compile Usage Data in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in any manner permitted under applicable law.

10   Intellectual property

10.1   Except for Data, Customer Data, and the Customer App, all right, title, and interest to all intellectual property with respect to the Service, including which may be or become protectable by patent, copyright, trademark, trade secret, or similar laws, shall remain exclusively with Provider. Customer shall not use Provider's copyrights, trademarks, trade names, or other intellectual property in any way, unless otherwise expressly provided in these Terms and Conditions. Provider may terminate Customer's access to the Service and/or remove any content Customer provides if Provider has any reason to believe that Customer's actions using the Service, including any content uploaded by Customer, infringe the copyright, trademark, or other intellectual property rights of Provider or any other party. For the avoidance of doubt, all right, title, and interest to all intellectual property with respect to the Data, Customer Data, or Customer App shall remain exclusively with Customer.

10.2   Customer shall not, and shall not allow any third party to, alter, decompile, disassemble, copy, modify, or reverse engineer the Service, or attempt to create a substitute or similar technology through use of or access to the Service. Any alterations made to or suggested for the Service by Customer shall be the exclusive property of Provider, together with all rights therein.

10.3   If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services or the Documentation, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors, agents or other representatives, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property contained in the Feedback, for any purpose whatsoever, although Provider is under no obligation to use any Feedback. For purposes of clarity, no Feedback shall be provided to Provider in regards to the Customer App.

11   Customer Data

11.1   Customer warrants that

    a.   Customer holds all rights to the Customer Data required for the use rights to the Services granted under these Terms and Conditions and to grant the rights to the Customer Data as set forth in Section 11.2 below; and

    b.   The Customer Data does not violate these Terms and Conditions or any applicable laws and does not infringe the intellectual property of a third party.

11.2   Customer hereby grants to Provider the right to use the Customer Data, for the purpose of providing the Service, in particular the right to reproduce such Customer Data for this purpose (e.g. for data back-up), to modify it and to provide such Customer Data for the purpose of accessing it.

11.3   Customer shall regularly back up the Customer Data. Each data back-up by Customer shall be performed so that the recovery of the Customer Data is possible at all times.

11.4   Provider is entitled to immediately suspend Customer's use of and access to the Service and the storage space if there is reasonable belief that the stored Customer Data is unlawful and/or infringes third party rights. For example, Provider has the right to suspend Customer use of and access to the Services if a court, other authorities and/or any third party notifies Provider of Customer's unlawful or potential unlawful use of the Services, or of an infringement of third party rights. Provider shall notify Customer of the suspension, stating the reason for such suspension. The suspension shall be removed as soon as practicable after the reasons for the suspension are no longer present.

12   Warranty

12.1   Following an error notification by Customer, Service errors may be cured by Provider within the response times specified in these Terms and Conditions. The same shall apply with regard to other disruptions of the Service(s)' usability for which Provider is responsible. Any potential damage claims based on defective performance in the Services shall be governed by this Section 12. These Terms and Conditions provide the sole and exclusive rights and remedies available to Customer for any defective performance in the Services. Any rights and remedies available under the Contract shall not apply to the Services.

12.2   EXCEPT AS PROVIDED HEREIN OR IN THE CONTRACT, THE SERVICES ARE PROVIDED

"AS IS" AND "AS AVAILABLE," AND PROVIDER MAKES NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES, OR ANY MATTER WHATSOEVER. PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

12.3   TO THE EXTENT APPLICABLE, FREE OF CHARGE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND PROVIDER MAKES NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE FREE SERVICES. PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT THE FREE SERVICES WILL MEET ANY CUSTOMER REQUIREMENTS OR THAT THE FREE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. PROVIDER DOES NOT WARRANT THAT THE USE OF FREE SERVICES WILL NOT BE IMPAIRED BY DOWNTIME, MAINTENANCE ACTIVITIES, FURTHER DEVELOPMENTS, UPDATES AND UPGRADES OR MALFUNCTIONS.

13   Indemnification

13.1   Provider shall indemnify, defend and hold harmless Customer against all final judgments of infringement or misappropriation of third party intellectual property rights registered and published in the United States (specifically excluding claims of infringement of any Affiliate of Customer) and resulting in direct damages and expenses (including reasonable attorney's fees) arising out of use of the Services as delivered by Provider, provided Provider shall have no liability and shall not indemnify, defend, or hold harmless Customer for or against any claim arising from (i) Customer's gross negligence or willful or intentional acts or omissions; or (ii) any modification or alteration of any Services, unless prior written authorization for such modification or alteration is provided by Provider in writing; or (iii) use of the Services in combination with the Customer App or any other equipment, software, products or services not supplied by Provider and the use of such combination was not authorized by Provider; or (iv) Customer's designs, specifications, requirements, or instructions, the Customer App or Customer Data; or (v) the application or use of any Service which fails to comply with the specification or other written instruction from Provider; or (vi) the implementation of Standardized Technologies, to the extent the indemnification obligation stems from the Standardized Technologies (as used herein "Standardized Technologies" means technical specifications or functions (i) adopted by a standards organization (e.g., ETSI or IEEE), (ii) defined by research institutes, industrial companies or market participants to ensure technical conformity or compatibility, or (iii) established by common practice in a particular field).

13.2   Customer shall (a) promptly notify Provider at the time it is apprised of the third-party claim; (b) provide any and all relevant materials and information related to the claim to Provider; (c) cooperate and provide Provider with reasonable assistance for the defense and disposition of the claim; and (d) give Provider exclusive control over the defense and resolution of the claim, using counsel of Provider's choice. Without Provider's prior written consent, Provider will not be responsible for: (x) any compromise or settlement made by Customer; and (y) any defense fees or costs incurred by Customer or any expenses incurred by Customer for itself or on Provider's behalf.

13.3   Customer shall indemnify, defend and hold harmless Provider against any claims of infringement or misappropriation of third party intellectual property rights and resulting direct damages and expenses (including reasonable attorney's fees) arising out of use of the Customer App or Customer Data.

14   Payment, Price Change

14.1   Customer shall pay the fees for the Services set forth in the Contract.

14.2   After the expiration of any 12-month period from the anniversary of the effective date of the Contract, Provider may, in is sole discretion increase the fees for the Services by giving three months' prior written notice, however such increase may not exceed Provider's general list fees for comparable services valid at the time of such notification. Customer may terminate the Contract within a period of six weeks after receipt of a fee increase notice by Provider, effective on the date of the price increase, provided that the increase exceeds 10% of the last applicable prices.

14.3   Any additional services not covered by the price agreed in the Contract will be quoted and performed by Provider on a time and materials basis.

14.4　　If not otherwise specified in the Contract, all prices are in US dollar, plus any tax in the applicable jurisdiction, at the applicable amount levied in in accordance with applicable laws. Payment shall become due and payable within thirty (30) days upon receipt of an invoice from Provider.

15　　Duties and Obligations of Customer

15.1　　Customer shall perform all actions reasonably required for Customer to fulfill the intent of the Contract. In particular, Customer shall:

　　a. change all passwords provided by Provider into passwords known only to Customer or User(s), if applicable;

　　b. keep usage and access authorizations assigned to Customer secret, to protect usage and access authorizations against access by third parties and not disclose usage and access authorization to unauthorized users, using commercially reasonable administrative, technical and physical safeguards;

　　c. notify Provider without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of access data and/or passwords;

　　d. create the system requirements described in the Service Description;

　　e. comply with the restrictions/obligations with regard to the rights of use under Section 9 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;

　　f. comply with all applicable laws and regulations with respect to its activities under these Terms and Conditions;

　　g. provide the necessary notice and obtain the necessary consent from affected persons to the extent Personal Information are collected, processed or used within the Service and no statutory or other permission applies;

　　h. check Customer Data and other information provided to Provider for viruses and other malware prior to sending such Customer Data and other information to Provider and to implement anti-virus programs in accordance with best industry practices; and

　　i. notify Provider of any breach of its obligations by email immediately (no later than within the following working day) after obtaining knowledge thereof.

15.2　　Customer shall not:

　　a. access non-public areas of the Service or to the technical systems on which the Service is based;

　　b. utilize robots, spiders, scrapers or other similar data collection or extraction tools, to utilize programs, algorithms or methods to search, access, acquire, copy, or monitor the Service outside of the documented API endpoints;

　　c. access, store, distribute, or transmit to or through the Services any Malicious Code, or any material that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or (vi) causes damage or injury to any person or property;

　　d. decrypt, decompile, disassemble, reconstruct or to otherwise attempt to discover the source code, any software or proprietary algorithms used, except as permitted under mandatory applicable laws;

　　e. test, scan, or examine the vulnerability of the Service; or

　　f. intentionally utilize devices, software or routines which have a disruptive effect on the Service, functions or usability of the Service or willfully destroy other data, systems or communications, generate excessive load, or harmfully interfere, fraudulently intercept or capture.

16　　Data Protection, Data Privacy

16.1　　The Parties shall comply with all applicable state and federal data protection laws and regulations, and ensure their employees and agents comply with such laws and regulation.

16.2　　If Customer processes Personal Information, then Customer represents and warrants that it is authorized to do so in accordance with applicable laws and regulations, in particular in accordance with data

protection regulations, and in the event of any breach of this representation and warranty, Customer shall indemnify Provider from and against third party claims. To the extent that the data to be processed by Provider qualifies as Personal Information, such processing by Provider constitutes commissioned data processing. Provider shall comply with the statutory requirements of commissioned data processing and with the instructions of Customer (e.g. to comply with obligations to delete and block). Details are governed by Provider's data protection agreement included in Annex 4.

16.3   Provider shall only collect and use Personal Information of Customer to the extent required to execute this contract. Customer consents to the collection and use of such data to this extent.

16.4   The obligations pursuant to Sections 16.1 to 16.3 shall continue to exist as long as Provider has access to such Customer Data, such obligation does not end with termination of the Contract.

17   Changes to the Service and the Terms and Conditions

17.1   The Provider reserves the right to modify Services, to make new Services available free of charge or on a fee basis, and to discontinue the provision of free Services at any time in its sole discretion.

17.2   Customer shall receive notification within the Service of any changes, modifications or updates made to the Services, including without limitation any changes, modifications or updates related to open source software or third party software.

18   Confidentiality

18.1   In the course of performing under the Contract, either Party, its Affiliates (as defined below), or their agents (where applicable, collectively referred to as the "**Disclosing Party**") (may provide Confidential Information to the other party (a "**Recipient**"). For purposes of these Terms and Conditions, "**Confidential Information**" means all nonpublic information that is disclosed during the course of performance under the Contract by the Disclosing Party, directly or indirectly, in writing, orally or by inspection of premises or tangible objects to the Recipient that is: (a) marked confidential or proprietary, or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential. Confidential Information includes, but is not limited to, documents, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, trade secrets, patent applications, know-how, experimental results, specifications and other business information. The term "Affiliate," as used herein, means an entity that directly or indirectly controls, is controlled by or is under common control with a Party to the Contract; and as used in this Section "control," "controls" or "controlled" means: (a) fifty-one percent (51%) or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least fifty-one percent (51%) of the voting power or voting equity; or (c) the ability to otherwise direct or share management policies of such entity.

18.2   The Recipient will use Confidential Information only in connection with its performance under the Contract and these Terms and Conditions. Recipient shall use the same degree of care to avoid disclosure or use of the Disclosing Party's Confidential Information as it uses for its own confidential, proprietary, and trade secret information, but in no case may Recipient use less than a reasonable degree of care. Recipient agrees to limit disclosure of Confidential Information to employees and employees of Affiliates having a specific need to know such Confidential Information in furtherance of its performance under the Contract. Recipient will not disclose or permit access to Confidential Information to contract workers, consultants or contractors of Recipient or its Affiliates unless such persons are bound by obligations of confidentiality comparable to these Terms and Conditions. Recipient shall not, without Disclosing Party's prior written consent, reverse engineer, disassemble, or decompile any prototypes, software, or other objects that embody the Disclosing Party's Confidential Information to obtain access to Disclosing Party's trade secrets and, to the extent such consent is granted, Recipient shall receive and hold such Confidential Information subject to the terms of this Section 16. Recipient shall provide written notice to Disclosing Party without undue delay of any misuse or misappropriation of Confidential Information, which may come to the attention of Recipient. The Recipient shall cooperate with and aid the Disclosing Party in mitigating and preventing the unauthorized use and disclosure and any furtherance thereof.

18.3   The Recipient is not obligated under Section 18.2 to hold in confidence any Confidential Information that (a) is generally known, or readily ascertainable by proper means, by the public other than through a breach of the Contract by the Recipient; (b) was known by or in the possession the Recipient or its Affiliate at the time of disclosure as shown by the Recipient's and/or its Affiliates' files and records prior to the time of disclosure, unless such knowledge or possession was obtained a result of any improper act

or omission of Recipient or its Affiliate; (c) is rightly received by the Recipient from a third party not subject to any nondisclosure obligations with respect to the Confidential Information; or (d) is independently developed by an employee, agent, or consultant of Recipient without reference to the Confidential Information.

18.4   If Recipient is requested, ordered, or required by a regulatory agency or any other government authority or a court to disclose any Confidential Information, Recipient shall promptly notify Disclosing Party of such request, order, or requirement so that Disclosing Party may have the opportunity to contest the disclosure, including seeking a protective order, or waive Recipient's compliance with these Terms and Conditions. If Recipient is (in the opinion of its counsel) compelled to disclose any Confidential Information, or else be liable for contempt or other penalty or be subject to claims from a third party, Recipient may disclose such Confidential Information without liability under the Contract.

18.5   The Confidential Information provided by the Disclosing Party shall not be copied or reproduced without the Disclosing Party's prior written permission, except for such copies as may reasonably be required for its performance under obligations under these Terms and Conditions. Disclosing Party may serve written request on Recipient for return or destruction of its Confidential Information at any time up to six (6) months after the termination or expiry of the Contract and Recipient shall, within thirty (30) days of such request or termination, return to the Disclosing Party (or its designees) or certify as destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof (other than copies retained in automatic back-up and archive systems), provided however that Recipient shall be entitled to retain one copy of the Confidential Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal or statutory requirements. All such retained copies shall remain subject to the use and disclosure restrictions in these Terms and Conditions.

19   Liability

19.1   EXCEPT FOR CLAIMS INVOLVING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY, PROVIDER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR ANY OTHER CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES), ARISING OUT OF ANY USE OF THE SERVICE(S) OR ANY PERFORMANCE OF THE CONTRACT (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICE(S), OR SECURITY BREACHES RELATED TO THE SERVICE(S)).

19.2   EXCEPT FOR CLAIMS INVOLVING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY, PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT WILL NOT EXCEED THE LESSER OF (i) THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING A CLAIM or (ii) 100,000 US DOLLAR. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

20   Term, Termination

20.1   Unless otherwise stated in the Contract, the term of the license rights to the Service shall be one (1) year from the effective date of these Terms and Conditions. The term set forth herein shall automatically renew on an annual basis unless notice of termination is provided by either Party as set forth in these Terms and Conditions.

20.2   Unless otherwise agreed, the Contract may be terminated by either Party at any time by giving six (6) month's written notice. Termination of the Contract automatically results in a termination of the Account and all user IDs provided to Customer. Termination of the Contract has no effect on the Bosch-ID.

20.3   Each Party may terminate the Contract for cause immediately upon written notice to the other Party. Cause is deemed to exist if one Party materially breaches its obligations under the Contract or these Terms and Conditions, and in particular if:

a.   the other Party ceases to conduct business;

b.   the other Party becomes insolvent;

c.   the other Party makes a general assignment for the benefit of creditors;

d.   a receiver is appointed for the other Party's business or assets; or

e.   the other Party becomes subject of voluntary or involuntary bankruptcy proceedings.

20.4   Further, Provider may terminate for cause without notice if Customer is in default of payment required under Section 14 for two successive months or if, in a period covering more than two months, Customer is in default of payment in an amount equal to two months prior to notification of termination. In the event of termination by Provider for cause, Provider can immediately claim lump-sum damages amounting to 50% of the residual monthly basic charges due up to expiry of the regular term of the contract. Termination under this Section 20.4 by Provider is not an exclusive remedy and all other remedies will be available to Provider in equity and in law.

20.5   Upon termination of the Contract all authorizations and registrations of Customer under the Contract, with exception of authorizations for the Bosch-ID, shall simultaneously and automatically terminate. The authorization for the Bosch-ID has to be in accordance with the terms applicable to the Bosch-ID.

21   Obligations Upon and After Termination of the Contract

21.1   The Provider shall delete Customer Data, specifically excluding anonymized Customer Data, from all Provider systems thirty (30) days after termination of the Contract, unless prohibited by applicable laws. It is Customer's sole responsibility to export and save the Customer Data before termination of the contract or expiry of the aforementioned thirty (30) day period. On request of the Customer and for a fee to be agreed separately, the Provider will provide reasonable support to the Customer for the export of Customer Data.

21.2   In the event of termination of the contract, Provider shall provide reasonable transition support to Customer, on request and for a reasonable fee, to support transition to another service provider. The Parties shall negotiate in good faith regarding the terms and conditions related to transitioning support.

22   Export Control

22.1   Access to Service provided by Provider is subject to local and international export and re-export control laws and sanctions regulations. Customer agrees to comply with all applicable export and re-export control laws and sanctions regulations, of the Federal Republic of Germany, the European Union, the United States of America and the United Nation or any other applicable jurisdiction.

22.2   Customer acknowledges that the Service may be hosted and/or accessed from any geographic location. Customer shall not, directly or indirectly, provide access to Service to any destination, entity, or person prohibited or sanctioned by the laws and regulations of the Federal Republic of Germany, the European Union, the United States of America, the United Nations or any other applicable jurisdiction.

22.3   Customer shall not use the Service and data, resulting from Service, directly or indirectly, for nuclear, chemical or biological weapons proliferation, development of missile technology or any other military purpose.

22.4   Customer shall indemnify, to the fullest extent permitted by law, Provider, its affiliates, and their respective officers, directors, employees and agents from and against any and all fines, penalties or other cost arising from or in connection with Customer's or User's violation of any applicable export and re-export control law, sanction or regulation.

22.5   This Export Compliance clause shall survive termination or cancellation of the contractual relationship between Provider and Customer.

23   Miscellaneous

23.1   The Contract and all disputes between the Parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. Provider and Customer acknowledge that the Contract evidences a transaction involving interstate commerce. Provider and Customer shall first endeavor to

resolve through good faith negotiations any dispute arising under or related to the Contract or with respect to the Services. If a dispute cannot be resolved through good faith negotiations within a reasonable time, either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either Party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to the Contract (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach or termination thereof) or the Services shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association Optional Rules for Emergency Measures of Protection. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the Parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award by the arbitrators where necessary to preserve confidentiality, in the arbitrators' discretion. Each Party shall bear its own fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing, which may include an award of legal fees and costs. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a Party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

23.2   Notices delivered to Provider by Customer (e.g. setting of time limits, notification of defects, termination or price reduction) must be made in writing in order to be effective. The same applies to waiving this written form requirement.

23.3   If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect.

23.4   The Contract is an agreement between the Parties, and confers no rights upon either of the Parties' employees, agents, contractors or customers, or upon any other person or entity.

23.5   Customer may not assign or transfer, by merger, operation of law, or otherwise, the Contract or any right or duty hereunder to a third party without the Provider's prior written consent. Any purported assignment in violation of this Section is null and void. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom will be deemed to amend or modify these Terms and Conditions. Each Party hereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section.

Except with regard to any obligation to pay money, neither Party will be held responsible for any delay or failure in performance caused by fire; flood; embargo; strike; labor dispute; delay or failure of any subcontract; telecommunications failure or delay; act of sabotage; riot; epidemic; pandemic; delay of carrier or supplier; voluntary or mandatory compliance with any governmental act, regulation, or request; act of God or by public enemy; or any act or omission or other cause beyond that Party's reasonable control. If any of these events does occur, the time to perform an affected obligation will be extended by the length of time the event continues.

Attachment 1: Data Management Service Description
Data Management Services provide the Customer with information related to component(s) and/or system(s) operated by the Customer or User by processing the data collected from such component(s) and/or system(s).

All-In-One Connectivity: Data Management and Apps for Off-Highway Applications (**Attachment 1 of Annex 2**) (RE95407)

Attachment 2: Device Management Service Description

Device Management Services enable the Customer to connect devices, components and systems, including without limitation machinery, to the internet via a software application provided by Bosch Rexroth, and, if applicable, to use the software application to manage such devices, components and systems directly.

Device Connectivity: Device Management and OTA-Services for Rexroth RCU (**Attachment 2 of Annex 2**) (RE95406)