

## **SPECIAL TERMS AND CONDITIONS for Commissioning Training Services**

in the context of educational events and other training services  
(BB-TD)

**of Robert Bosch GmbH  
Robert-Bosch-Platz 1  
70839 Gerlingen-Schillerhöhe  
Germany  
(BOSCH)**

### **§ 1 Subject matter and Scope of the BB-TD**

1. The BB-TD apply to all services rendered by the SERVICE PROVIDER for BOSCH in connection with the preparation, conduct and follow-up of educational events, including the preparation, adaptation and provision of necessary concepts, documents and materials and giving oral presentations. In this context the SERVICE PROVIDER shall take the service requests, features and targets stipulated by BOSCH into consideration.
2. The BB-TD shall apply exclusively; standard business terms of the SERVICE PROVIDER that contradict or deviate from the BB-TD are only recognized by BOSCH to the extent that they have been explicitly agreed to in writing.

### **§ 2 Scope of the granting of rights of use regarding copyrights and to rights otherwise protected, waiving the claim to be credited as the author, trainer's personality rights, priority of the confidentiality obligation**

The scope of the granting of rights of use BOSCH regarding the SERVICE PROVIDER's copyright and rights otherwise protected is set forth in **Annex 1**. As far as SERVICE PROVIDER does not own rights of use to this extent - especially when third parties are involved for rendering the services - SERVICE PROVIDER undertakes to acquire the rights of use from the respective owners for granting them to BOSCH to the extent as set forth in Annex 1 prior to rendering the services, and SERVICE PROVIDER undertakes to impose the obligations as set forth in Annex 1 on the author (including but not limited to waiving the claim to be credited as the author). If audio or video recordings are made during the training events, a later use of such recordings by BOSCH requires the consent of the each trainer, who's right to his own image or to his own word is affected by the recordings. The **confidentiality obligations** of the SERVICE PROVIDER under these BB-TD (see § 9 (2)) shall remain unaffected.

### **§ 3 Software – Rights of use and other rights and obligations**

The scope of the granting of rights of use to BOSCH regarding SERVICE PROVIDER's software protected by copyright and rights to software otherwise protected, as well as other rights and obligations with regard to software are set forth in **Annex 1a**. As far as SERVICE PROVIDER does not own rights of use to this extent - especially when third parties are involved for rendering the services - SERVICE PROVIDER undertakes to acquire the rights of use from the respective owners for granting them to BOSCH to the extent as set forth in Annex 1 prior to rendering the services.

### **§ 4 Consideration**

1. For conducting events the SERVICE PROVIDER shall be paid the fee respectively agreed, plus statutory value added tax if applicable, after the invoice has been duly filed. One event day has at least 8 hours. Event days with an event lasting for less than 8 hours shall be charged proportionately.
2. The participation in conferences/meetings of Trainers (so called Trainer Day) BOSCH shall not pay any compensation to the SERVICE PROVIDER.
3. The agreed fee covers all of the expenses necessary for conducting the services set forth in the schedule of services/purchase order, including familiarisation (observation) of new/additional

trainers and including the respective preparation/follow up times and travel time, unless remuneration is explicitly separately agreed for individual items in accordance with the following paragraph.

4. For individual service items (e.g. drawing up concepts, documents and materials) remuneration can be agreed in addition to the fee.
5. The consideration agreed (fee, any remuneration) simultaneously covers in full and as a flat rate the conferral of rights governed by **Annex 1 and 1a** to this Agreement.
6. If inquiries are made for services for which no price agreement has hitherto been reached, for example to compile a new training, concept, etc., the SERVICE PROVIDER shall prepare detailed quotations. The quotations shall contain a description of the content and scope of the services to be performed. The fee, any remuneration and the ancillary costs shall be itemized separately. The actual scope of services and the remuneration to be claimed shall be ordered in writing. Alterations and supplements must also be made in writing in order to be effective. The remuneration agreed shall be deemed to constitute the upper limit and may not be exceeded. A project-specific fixed price agreement is sought.
7. For travel, the point of departure and arrival shall be deemed to be at the place of business of the SERVICE PROVIDER or the place of residence of the respective trainer/ consultant if this should be closer to the place of performance. BOSCH shall only refund the most economical type of travel for travel to and fro.
  - For mileage on travel using the respective person's **own vehicle**: within the framework of the maximum amounts under tax law of EUR 0.30 per km;
  - For travel in a **rental car** on journeys undertaken alone or by two employees travelling together: economy or compact class vehicles; on journeys undertaken by three or more employees travelling together: a lower intermediate class vehicle (IDMR);
  - For travel using **public transport**: the necessary costs incurred always with receipts as evidence. For rail travel the refund is for the 2<sup>nd</sup> class in principle.Travel time on journeys in Germany, Switzerland and Austria shall not be refunded. With regard to travel to locations outside Germany, Switzerland and Austria separate agreements shall be reached with the BOSCH purchasing department on the refund of travel costs and travel time. BOSCH shall pay for overnight accommodation and subsistence costs at the event location if and insofar as this is explicitly agreed in writing in the individual order prior to the event. In this context in general the costs of overnight accommodation shall be paid only if the booking is made at a BOSCH contract hotel subject to the Bosch terms and conditions. These also specify whether the costs are paid for by BOSCH directly or refunded upon submission of receipts as evidence. Subsistence costs shall be refunded up to the maximum amount permissible under tax law.
8. Invoices for fees and travel expenses shall be filed after the service has been rendered. Invoices shall fall due for payment 30 days after receipt of the invoice and the amount shall be remitted by BOSCH to the account indicated by the SERVICE PROVIDER.

## **§ 5 Agreement on dates, cancellations of appointed dates**

1. Agreements on the dates for the events to be held shall be reached after separate consultation. The dates of the events shall generally be agreed 6 months prior to commencement of the event.
2. Both contracting parties are bound by dates that are agreed.
3. Both contracting parties have the right to cancel scheduled events for good cause, provided that the contracting party cancelling the event is not accountable for the good cause. The other contracting party must be notified without delay. Good cause within the meaning of this Agreement shall be deemed to be, for example, cancellation by the hotel or other event location without any possible alternative. In the event of cancellation for good cause, the SERVICE PROVIDER shall lose its entitlement to the fee for the cancelled event.

In the event of cancellation by BOSCH **without good cause**, BOSCH shall compensate the SERVICE PROVIDER as follows if the SERVICE PROVIDER is unable to obtain another booking for this date:

  - Cancellations up to 3 weeks before the date of the event: no compensation

- Cancellations at short notice: 50% of the fee
- 4. The SERVICE PROVIDER is obliged to conduct an event personally or alternatively to have it conducted by a qualified substitute.

## **§ 6 Liability**

1. The SERVICE PROVIDER shall be liable for due performance of the agreed services in accordance with the provisions of statute.
2. The SERVICE PROVIDER warrants that to its best knowledge it has the sole and unrestricted right to dispose of the rights to the work conferred on BOSCH under this Agreement and that it has not hitherto made and will not in future make any disposition contravening this Agreement.
3. The SERVICE PROVIDER is liable for having no knowledge of facts or circumstances according to which the contractual use of the concepts, documents and materials provided for use by BOSCH could infringe third party rights.
4. The SERVICE PROVIDER shall indemnify BOSCH from and against all rights and claims of third parties – for whatsoever legal ground – including reasonable costs of taking legal action that result from the breach of its contractual obligations, the violation of other duties or the infringement of third party rights, unless SERVICE PROVIDER was not accountable for the violation of duty. Further claims of BOSCH shall remain unaffected. With regard to the indemnification claim in the event of a violation of third party rights, a limitation period of 2 years from the date of knowledge by BOSCH of the defect of title shall apply, however not exceeding a maximum period of 10 years from commencement of the limitation period pursuant to sentence 1 or sentence 2.

## **§ 7 Insurance**

1. In order to cover the liability risks, the SERVICE PROVIDER shall take out business liability insurance and liability insurance against economic loss for its activity, which insurance shall cover the liability of the SERVICE PROVIDER to an adequate degree.
2. The insured sum of the business liability insurance for personal injury and property damage must be for a flat rate amount of at least EUR 2 m per claim, the insured sum of the liability insurance against economic loss must amount to at least EUR 100,000 per claim and twice this amount must be available as the total insurance benefit per annum.
3. Even if the benefits under the insurance should not fully cover damage incurred by BOSCH or third parties, the SERVICE PROVIDER shall remain fully liable with respect to BOSCH or the third parties affected.

## **§ 8 Payment of taxes and duties**

The SERVICE PROVIDER shall render its services as an independent entrepreneur; it is not subject to BOSCH's right to give instructions and is not bound in performing its activities in particular in terms of time or place. BOSCH and the SERVICE PROVIDER mutually agree that no employment relationship is established by virtue of this Agreement. The SERVICE PROVIDER itself therefore has to arrange for retirement benefits and for health and accident insurance to cover the consequences of sickness and accidents for the SERVICE PROVIDER itself and its employees. The SERVICE PROVIDER is responsible for paying the taxes and duties prescribed by law.

## **§ 9 Confidentiality**

1. Insofar as, in connection with this Framework Agreement and/or the individual contracts, the SERVICE PROVIDER obtains access to documentation including drawings, sketches and samples, oral information and findings and experience (hereinafter: "Information"), the SERVICE PROVIDER undertakes:

- to keep the Information secret from third parties and to refrain from disclosing the Information. Affiliates of the SERVICE PROVIDER are not considered to constitute third parties provided that Non-Disclosure Agreements also encompassing the type of exchange of Information described above have been entered into between the SERVICE PROVIDER and the receiving Affiliates.
  - to use the Information only in the context of performing the specific Services for BOSCH and in particular not to use it for its own production or for supplies to third parties.
  - to disclose the Information only to those employees who are engaged in performing the obligations under the individual contracts and who are similarly subject to a confidentiality obligation vis-à-vis the SERVICE PROVIDER, within the framework of what is permissible by law; this shall also apply in the time after they leave the company, however only to the extent absolutely necessary for the above purpose.
2. The above-mentioned obligations shall also apply after the individual contracts have been completed in full, unless the Information has become general knowledge without the fault of the SERVICE PROVIDER.
  3. All the documentation provided by BOSCH, including drawings, sketches and samples, shall remain the exclusive property of BOSCH. The SERVICE PROVIDER undertakes to treat and store them with care and to return it in full to BOSCH without undue delay after performance of the specific individual contract.
  4. No grant of license by BOSCH is associated with the disclosure of the Information to the SERVICE PROVIDER. BOSCH reserves all rights to Information originating from BOSCH, including copyrights and the right to register industrial property rights such as patents, utility models, topography protection rights etc. Insofar as the Information passed on by BOSCH originates from third parties, this reservation of rights shall also apply in favor of such third parties.
  5. Electronic files provided by BOSCH for use and compiled for BOSCH or other electronically stored Information shall be stored on a storable memory medium after conclusion of the work and the memory medium shall be handed over to BOSCH. Insofar as the data are necessary for service work and the supply of spare parts, the SERVICE PROVIDER may retain the required number of copies; data not required for this purpose shall be deleted from the data processing system of the SERVICE PROVIDER.
  6. In performance of the individual contracts the SERVICE PROVIDER undertakes to comply with the confidentiality provisions and to commit its employees and persons employed in the performance of its obligations (Erfüllungsgehilfen) to comply with such provisions accordingly. At the request of BOSCH, the SERVICE PROVIDER shall evidence such undertaking and enable BOSCH to verify it on the business or operating premises of the SERVICE PROVIDER in an individual case.
  7. Any advertising by the SERVICE PROVIDER using the contractual relationship or the subject matter of the agreement and any disclosure of information thereon is prohibited unless BOSCH has given its consent to such advertising and/or disclosure in writing in advance.

## **§ 10 Data Security**

1. BOSCH and the SERVICE PROVIDER undertake to comply with the data protection regulations respectively applicable. At the request of BOSCH, the SERVICE PROVIDER shall evidence such undertaking and enable BOSCH to verify it on the business or operating premises of the SERVICE PROVIDER in an individual case.
2. In the event that processing of personal data on behalf of BOSCH is agreed upon in the individual contract, a separate agreement on order data processing shall be entered into.
3. In the event that the SERVICE PROVIDER requires access to IT equipment of BOSCH in the course of rendering performance, hereby gains access to personal data and is a "Controller" in the meaning of Art. 4 no. 7 DSGVO (General Data Protection Regulation), the SERVICE PROVIDER shall, prior to any such access, commit its employees and persons employed in the

performance of its obligations to data confidentiality and shall sign an undertaking in which the rights and obligations of the SERVICE PROVIDER in connection with such access is regulated.

### **§ 11 Special terms**

1. The SERVICE PROVIDER may only indicate the designation BOSCH and other marks of BOSCH and of BOSCH Affiliated Companies as a reference after being given the explicit written consent of the central purchasing department responsible.
2. The SERVICE PROVIDER is responsible for organising travel to/from the event location as a matter of principle. If it is agreed that an event be conducted at a location outside Germany, then the SERVICE PROVIDER shall ensure that the entry and departure formalities (e.g. obtaining visas) are duly complied with in good time.
3. On request, the SERVICE PROVIDER shall report to BOSCH on the interim status and results of its activity. In particular the SERVICE PROVIDER shall establish the participants' satisfaction in a questionnaire to be completed at the end of the event and submit the results and the questionnaires to BOSCH.

### **§ 12 Conducting Work**

Persons who carry out in fulfillment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by willful or gross negligent breach of duty all representatives or persons employed in the performance of its obligations.

### **§ 13 Compliance**

1. In the context of its business relationship with BOSCH, the SERVICE PROVIDER undertakes to take all the action necessary to avoid corruption and other criminal acts to the detriment of BOSCH. The SERVICE PROVIDER shall ensure, in particular, that its management, employees and service providers, including any sub-contractors, agents and other persons acting for the SERVICE PROVIDER, do not offer, grant, require or accept payments, gifts or other benefits, neither in business dealings nor in dealings with public officials or equivalent persons, which violate applicable anti-corruption regulations. The term "public officials or equivalent persons" encompasses, in particular, civil servants and public service employees, state enterprises, international organizations, political parties and candidates and any other person acting in an official capacity for or in the name of a governmental authority or international organization.
2. The SERVICE PROVIDER represents that it complies with applicable laws governing the general minimum wage (Minimum Wage Act) and commits sub-suppliers engaged by it to the same extent. On request SERVICE PROVIDER shall evidence compliance with the foregoing representation. In the context of its business relationship with BOSCH, the SERVICE PROVIDER undertakes not to enter into any agreements or to agree on concerted practices with other enterprises which have as their aim or effect the prevention, restriction or distortion of competition under applicable provisions of antitrust laws.
3. The SERVICE PROVIDER shall comply with the principles of the UN Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)) and the respective statutory regulations governing dealings with employees, environmental protection and safety at work, and the SERVICE PROVIDER shall work towards reducing the adverse effects of its activities on human beings and the environment.
4. For the duration of this Framework Agreement, BOSCH reserves the right, after giving prior notification in writing, to audit the SERVICE PROVIDER either itself or by a renowned enterprise in order to verify compliance with the above-mentioned principles. The audit shall be coordinated with the SERVICE PROVIDER in terms of the scope, venue and time thereof.
5. In the event of a suspected violation of the obligations under sections 1 to 3, the SERVICE PROVIDER shall investigate any possible violations without undue delay and inform BOSCH of the action taken to investigate. If the suspicion proves to be founded, the SERVICE PROVIDER

shall inform BOSCH within a reasonable period of time of the internal corporate measures it has taken to avoid violations in future. If the SERVICE PROVIDER fails to comply with these obligations within a reasonable period of time, BOSCH reserves the right to terminate the relevant individual contract and/or this Framework Agreement without notice.

6. In the event of severe infringements of the law, in particular of the provisions set forth in subsection 1 to 4, BOSCH reserves the right to terminate the relevant individual contract and/or this Framework Agreement with immediate effect.

#### **§ 14 Final Provisions**

1. Alterations/supplements must be made in writing in order to be effective.
2. If any provision of the BB-TD or the Agreement reached should be or become invalid in whole or in part, the validity of the provisions shall not be otherwise affected thereby. The contracting parties are obliged to replace an ineffective provision by another provision approximating it most closely in terms of its economic success.

#### **§ 15 Applicable Law, Jurisdiction and Venue**

1. The laws of the Federal Republic of Germany shall apply excluding the rules on the international conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. In the event of all and any legal disputes arising directly or indirectly from contractual relationships, the courts of Stuttgart, Germany, shall have exclusive jurisdiction and venue. BOSCH also has the right to take legal action against the SERVICE PROVIDER at the court with jurisdiction at its registered office or place of business or at the court with jurisdiction at the place of performance.

#### **Annexes to the BB-TD:**

##### **Annex 1: to § 2 – Scope of the granting of rights of use protected by copyright and rights otherwise protected, waiving the claim to be credited as the author**

1. The SERVICE PROVIDER grants to BOSCH in respect of all concepts, oral presentations, documents and other **materials**, compiled, adapted and provided for use within the context of its activity

for example: seminar documents, trainer guidelines, presentations, including the texts, graphics, images, videos, structures, break-downs, tables of contents, agenda, drawings, technical presentations, interactive elements, photo minutes etc., insofar as they are subject to contractual or legal protection (in particular under the German Copyright Act (*Urheberrechtsgesetz*)), even if they are only created at or after the event itself (hereinafter collectively referred to as "Work")

the **non-exclusive**, transferable **right of use, unrestricted** as to time, territory and **content** in both tangible and intangible form,

in particular for the reproduction, distribution, exhibition, presentation, performance, demonstration, public availability, broadcasting, communication by image or sound recording carriers, communication of radio broadcasts internally at BOSCH and its Affiliated Companies.

The granted rights include in particular the following types of usage:

- a) the right to **reproduce** and **distribute** the Work in all print forms for all circulations and editions, in particular as a bound or non-bound version and the right to include the Work in collections of all kinds;
- b) the right to **advance printing** and **reprinting** of the Work in whole or in part, including as serialized prints, in newspapers and magazines and in non-periodical print works and work-related advertising and press media which are internal at BOSCH or its Affiliated Companies;
- c) the right to **translate** the Work into other languages or dialects, the right to **adapt, update, further develop** or otherwise **restructure** the Work (including the attribution to the author), even if this is based on cultural/local peculiarities, suggestions made by participants and

- changes to the underlying legal, technical and economic conditions, and the right to use the adaptation thus created in any type of usage forming the subject matter of the Agreement;
- d) the right to use the Work together with other works or other adaptations of the Works of the author in the form of a **complete edition** in one of the types of usage forming the subject matter of the Agreement;
  - e) the right to **reproduce and distribute** the Work or parts thereof by **using digital storage and communication media**, irrespective of the technical equipment and including all digital and interactive systems (e.g. flash memories, memory sticks, memory cards, external hard disks, CD-ROM, CD-I, e-book, audio book, video, cloud computing, internet based, intranet based, e-mail, head-mounted displays) and other forms of electronic publishing), virtual university;
  - f) the right to otherwise reproduce and distribute and process the Work, e.g. in **posters, presentations**, in particular by means of digital, photo-mechanical or similar processes (e.g. **photocopy, scanning**);
  - g) the right to make the Work publically accessible in whole or in part by means of **radio**, such as audio and television transmission, satellite radio, cable radio or similar technical means;
  - h) the right to **film** and re-film the Work, including the rights to adapt and/or further develop the Work as a script and to present the film thus created for internal purposes at BOSCH and its Affiliated Companies;
  - i) the right to adapt and exploit the filmed Work on **television** or in a similar way (e.g. any type of TV on-demand, video on-demand, web TV, online TV, etc.) including the communication right;
  - j) the right to adapt, reproduce and **distribute** the Work or film thereof on **image/sound recording carriers** of any kind (e.g. digital memory, DVD, CD-ROM, CD-I, video cassettes, video disks, video tapes, chips etc., including all technical data formats in particular for the storage of video, image and audio data such as wmv, mpg, mp4, avi, mov, swf, rm, jpg, bmp, gif, tiff, pdf);
  - k) the right to electronic storage in a database and making the data publicly available;
  - l) the right to feed the Work into, store and archive the Work in, in whole or in part, **electronic databases**, electronic data networks, telephone services etc. and to make it available to numerous users by means of digital or other storage and transmission techniques in such a way, in particular by means of so-called **on-demand services**, that such users can receive the Work or parts thereof, each on individual demand (in particular using push and pull techniques) at short notice by using TV, computer, mobile, smart phone, tablet and/or other equipment and including **all transmission channels** (cable, radio, microwave, satellite) and all processes (GSM, UMTS, etc.) inclusive of all protocols (e.g. TCP-IP, IP, HTTP, WAP, HTML, etc.). This also encompasses the right to enable **interactive use** of the Work or of parts thereof by the user, i.e. in particular individual adaptation, abridging, restructuring and other modification, if applicable in conjunction with other works; the aforementioned rights shall apply in particular to the worldwide use in the BOSCH Intranet (BOSCH Global Net "BGN", Connect);
  - m) the right to have the entire Work or parts thereof **presented** by third parties also in adapted form;
  - n) the **communication and recording rights** created to the Work or to the fixation thereof on image or sound recording carriers or by loudspeaker transmission or broadcasting;
  - o) the right to adapt the Work as a **play on stage**, choreography, puppet theatre or similar stage-type performance, and the right to perform the Work thus adapted at BOSCH and its Affiliated Companies;
  - p) the right to record the Work on devices for repeatable communication using image or sound recording carriers and the right to **reproduction**, distribution and communication thereof;
  - q) the right to adapt and exploit the Work on the **radio**, e.g. as an **audio play**, including the communication right;
  - r) the right to make a **sound version**;
  - s) the right to commercial or non-commercial **lending** or **renting** of reproductions irrespective of the form thereof;
  - t) the right to use the Work by re-print, broadcast or other communication in whole or in part for **advertising** for BOSCH, for the Work itself or third parties;
  - u) the right to confer rights worldwide, in particular to external trainers, to exercise all of the aforementioned rights.
2. BOSCH may transfer the rights granted under this Agreement to third parties in whole or in part without the separate consent of the SERVICE PROVIDER being required for this.

3. The foregoing rights granted to BOSCH include the use by all departments of BOSCH, in particular by the BOSCH Training Center (BTC-RO), human resources departments etc. at all locations worldwide and the use by Affiliated Companies of the BOSCH Group; also encompassed is the necessary use by internal and external organisation and printing service providers working for BOSCH and by other entities involved in the event organisation, external suppliers (Supplier Development), observers and training participants, and use by external providers (e.g. Business School) – if applicable by means of sub-licensing. For the avoidance of doubt it is further stated that the right to use the Work is independent of whether the SERVICE PROVIDER or third parties actually conducted an event or whether the respective user participated at a training; moreover the rights of use also apply in the event that the participants themselves are internal/external trainers (so-called train the trainer).
4. The SERVICE PROVIDER undertakes to always affix a **copyright notice** “© Robert BOSCH GmbH” to the compiled Works, indicating the year, and to comply with the other stipulations for inclusion in specified formats of BOSCH. The SERVICE PROVIDER contractually waives towards BOSCH any claim to be credited as the author of the Work according to section 13 UrhG (German Code of Copyright).

#### **ANNEX 1a: to § 3 Software – Rights of use and other rights and obligations**

1. Insofar as the SERVICE PROVIDER compiles and/or provides software for use in the context of its services, the provisions set forth hereinbelow shall apply thereto.
2. The SERVICE PROVIDER is obliged to provide BOSCH with the software in the object code, including the corresponding user documentation, on data carriers or by enabling it to be downloaded for use and to confer the rights of use thereto in accordance with § 3.
3. The SERVICE PROVIDER hereby confers upon all Affiliated Companies in the BOSCH Group a non-exclusive right to use the software, unlimited as to time. The software may be simultaneously used by that number of natural persons corresponding to the number of licenses acquired by BOSCH. The permissible use shall at least encompass the installation of the software, loading it to the RAM and the use thereof in accordance with the designated purpose. The number of licences and the type and scope of use shall be otherwise determined in accordance with the further agreements.
4. In addition, BOSCH may make any reproduction of the software for backup purposes. The backup copy must be marked as such and labelled with a reference to the SERVICE PROVIDER. If, for data security reasons or in order to ensure that the computer system is reactivated expeditiously following a total system failure, it is essential to have a regular backup of the entire data stock including the computer programs used, then BOSCH may compile that number of backup copies which is essentially necessary. The respective data carriers must be marked accordingly. The backup copies may only be used for purely archival purposes.
5. The decompilation of the program code provided for use into other code formats (decompiling) and other types of reverse compilation of the diverse production stages of the software (reverse engineering) including a program change, is permissible for BOSCH'S own use, in particular for the purpose of remedying errors or expanding the scope of functions. Own use within the meaning of this provision also includes, in particular, use serving professional or profit-making economic purposes insofar as it is limited to BOSCH's own use or use by BOSCH employees and is not intended to lead to any commercial exploitation externally in any way. It is permissible for any copy protection or similar protective mechanism to be removed by BOSCH or commissioned service providers insofar as such protective mechanism impairs or prevents the error-free use of the program.
6. BOSCH may permanently sell or give away to third parties the software including the user manual and other accompanying material, provided that the third party acquiring it declares that it is in agreement with the continued application of the present contractual terms to that third party itself. In the event that the software is passed on, BOSCH must hand over to the new user all of the copies of the program including any backup copies which may exist or otherwise BOSCH must destroy those copies which are not handed over. BOSCH's right to use the program shall expire as a result of its being passed on.
7. The SERVICE PROVIDER undertakes, at BOSCH's request, to enter into a software maintenance contract subject to customary terms.