

# ROBERT BOSCH GMBH

## Supplementary Terms and Conditions of Purchase for Software

### 1. Area of Application

These Supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH and/or its affiliates in which Robert Bosch GmbH has the industrial leadership (hereinafter collectively referred to as "BOSCH") shall apply to all software supplies of the supplier (as a stand-alone product or embedded as a component in any supplied hardware) for use in or in combination with products manufactured and/or distributed by BOSCH (hereinafter collectively referred to as "BOSCH Product(s)") and shall complement the Bosch Terms and Conditions of Purchase.. The Terms and Conditions set forth below shall also apply to software parts (fixes and patches) and to new versions or updates of the aforementioned software provided by the supplier in the course of its warranty obligation or as part of software maintenance services. The aforementioned software supplies are hereinafter collectively referred to as "Licensed Software".

### 2. Grant of rights of use

The supplier grants to BOSCH a non-exclusive, worldwide, perpetual and irrevocable right to use the Licensed Software in accordance with the Terms and Conditions set forth below.

Unless explicitly otherwise agreed in writing in the respective individual transaction agreement, the right of use shall not be restricted to a specific production location, a specific product portfolio (e.g. project or platform) of BOSCH, but shall encompass the use of the Licensed Software for and in connection with all existing and/or future BOSCH Products.

### 3. Scope of rights of use

The term "Use" shall comprise the right

- a) to copy, install, transmit, store, load, test, execute the Licensed Software;
- b) to combine, integrate or embed the Licensed Software with other software or in hardware which is intended for use in or in connection with a BOSCH Product (hereinafter referred to as "Materials");
- c) to modify the Licensed Software and to create derivative works insofar as this is necessary for the integration or connection thereof with other Materials or to remedy a defect and insofar as, as agreed, the Licensed Software is not only provided in binary code;
- d) to calibrate, configure and parameterize the Licensed Software;
- e) to demonstrate and/or market, to disseminate or otherwise dispose of the Licensed Software as part of a BOSCH Product or together with a BOSCH Product.

Sections 69d and 69e German Copyright Act (UrhG), in particular the right to make back-up copies, shall remain unaffected by the foregoing provisions.

### 4. Use tied to specific hardware

Insofar as the Licensed Software shall only be used with specific hardware in accordance with the agreement, or if the functionality thereof can only be used in connection with specific hardware which the supplier supplies to BOSCH, the rights of use defined in sections 1 and 2 shall apply only in connection with the respective hardware of the supplier.

### 5. Documentation

BOSCH has the right to Use, duplicate/reprint, to translate modify, disseminate and otherwise dispose of the documentation provided by the supplier, including the operating manual provided by the supplier.

### 6. Sub-licensing

BOSCH has the right to grant sub-licenses to the Licensed Software and to the corresponding documentation (in accordance with the provisions of sections 1 and 5 above) to:

- a) Authorized Third Parties which require a right to Use the Licensed Software in connection with one or several BOSCH and/or customer project(s). The term "Authorized Third Party" shall comprise systems developers and system integrators commissioned by BOSCH or a customer who are responsible for developing, combining and/or integrating the Licensed Software with or in other Materials. The term "Authorized Third Parties" shall further comprise third parties which require a right to Use the Licensed Software in order to render repair, maintenance or similar services for the BOSCH Product;
- b) Customers of BOSCH and/or any of the customer's affiliates which require a right to Use, market or disseminate the Licensed Software as part of a BOSCH Product or for the purpose of maintaining and/or repairing the BOSCH Product. This right also includes the right to grant end users corresponding rights.

### 7. Obligations during the warranty period

Unless explicitly otherwise agreed in writing in the respective individual transaction agreement, throughout the warranty period the supplier shall provide to BOSCH the following services without entitlement to any separate remuneration

- a) error corrections or workarounds (fixes and patches) to remedy critical errors and all generally available new versions or updates of the Licensed Software;
- b) all necessary information with regard to error restriction, error correction and/or error environment; and
- c) technical support on the telephone or via email.

### 8. Obligations after the warranty period

After expiration of the warranty period and upon BOSCH's request the supplier is obliged to offer support and maintenance services at economically reasonable conditions.

### 9. Source code

If, in accordance with the agreement, the source code of the Licensed Software is not provided to BOSCH, the supplier agrees that upon BOSCH's request it shall enter into a source code escrow agreement and deposit the source code at a renowned depository to be chosen by BOSCH for the benefit of BOSCH.

### 10. Test recognition

The supplier shall ensure that the licensed software does not contain any functions which, without external interference, enable the recognition of a standardized procedure for evaluating product characteristics ("Test situation"), which is carried out by authorities or third parties recognized by law or through market recognition. The supplier shall also ensure that the licensed software does not contain any functions that optimize the product characteristics with regard to test situations. The functions mentioned above are only permitted insofar as they are necessary in terms of state-of-the-art requirements, are legally permissible and are explicitly agreed with us as part of the licensed software.

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## **11. Miscellaneous**

The termination of an individual transaction agreement (for whatever legal reason) shall be without prejudice to any rights of use granted to customers of BOSCH and/or any of the customer's affiliates and end users that were granted up to the termination thereof.