Annex 1 – Material Field Specific Amendment

for the following work and services:

Training Services

1 Scope of performance

This Annex applies to all Services rendered by SUPPLIER 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 SUPPLIER shall take the service requests, features and targets stipulated by BOSCH into consideration.

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

2.1 The scope of the granting of rights of use to BOSCH and the Companies of the Bosch Group (hereinafter together as "BOSCH") regarding SUPPLIER´s copyright and rights otherwise protected is set forth below. As far as SUPPLIER does not own rights of use to this extent especially when third parties are involved for rendering the Services. SUPPLIER undertakes to acquire the rights of use from the respective owners for granting them to BOSCH to the extent as set forth herein prior to rendering the Services, and SUPPLIER undertakes to impose the respective obligations 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, whose right to his own image or to his own word is affected by the recordings.

2.2 SUPPLIER 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, breakdowns, 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 respective applicable Copyright Act), 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. 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 und work related advertising and press media which are internal at BOSCH;

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, photomechanical 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 refilm 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;

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 save, store and archive the Work, in whole or in part, in 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, 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;

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;

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 reprint, 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.

2.3 BOSCH may transfer the rights granted under the respective contract to third parties in whole or in part without the separate consent of SUPPLIER being required for this.

2.4 The foregoing rights granted to BOSCH include the use by all departments of BOSCH, in particular by the BOSCH training center, human resources departments etc. at all locations worldwide and the use by BOSCH; also encompassed is the necessary use by internal and external organisation and printing SUPPLIERs 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 sublicensing. For the avoidance of doubt it is further stated that the right to use the Work is independent of whether SUPPLIER 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).

2.5 SUPPLIER undertakes to always affix a copyright notice "©" to the compiled Works, indicating the year and copyright of BOSCH, and to comply with the other stipulations for inclusion in specified formats of BOSCH. SUPPLIER contractually waives towards BOSCH any claim to be credited as the author of the Work.

3 Software – Rights of use and other rights and obligations

3.1 The scope of the granting of rights of use to BOSCH and the Companies of the Bosch Group (hereinafter together as "BOSCH") regarding SUPPLIER´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 below. As far as SUPPLIER does not own rights of use to this extent especially when third parties are involved for rendering the Services. SUPPLIER undertakes to acquire the rights of use from the respective owners for granting them to BOSCH to the extent as set forth herein prior to rendering the Services.

3.2 Insofar as SUPPLIER compiles and/or provides software for use in the context of its Services, the provisions set forth herein below shall apply thereto.

3.3 SUPPLIER 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 this section 3.

3.4 SUPPLIER hereby confers upon BOSCH 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 respective contract.

3.5 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 SUPPLIER. 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.

3.6 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 profitmaking 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 SUPPLIERs insofar as such protective mechanism impairs or prevents the error free use of the program.

3.7 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.

3.8 SUPPLIER undertakes, at BOSCH’s request, to enter into a software maintenance contract subject to customary terms.

4 Remuneration

4.1 For conducting events SUPPLIER 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 eight (8) hours. Event days with an event lasting for less than eight (8) hours shall be charged proportionately.

4.2 The participation in conferences/meetings of trainers (so called Trainer Day) BOSCH shall not pay any compensation to SUPPLIER.

4.3 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.

4.4 The consideration agreed (fee, any remuneration) covers in full the conferral of rights governed by section 2 and 3 of this Annex.

4.5 Any other general regulations regarding remuneration and invoicing of the respective contract shall remain unaffected.

5 Agreement on dates, cancellations of appointed dates

5.1 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 six (6) months prior to commencement of the event. Both contracting parties are bound by dates that are agreed.

5.2 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, SUPPLIER shall lose its entitlement to the fee for the cancelled event.
In the event of cancellation by BOSCH without good cause, BOSCH shall compensate SUPPLIER as follows if SUPPLIER is unable to obtain another booking for this date:

- Cancellations up to three (3) weeks before the date of the event: no compensation
- Cancellations at short notice: 50% of the fee.

6 Special terms

6.1 SUPPLIER is responsible for organising travel to/from the event location as a matter of principle.

6.2 On request, SUPPLIER shall report to BOSCH on the interim status and results of its activity. In particular, SUPPLIER 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.