

# Service Terms (SaaS)

Date: 14.04.2025

These Service Terms apply to Customer's access to and use of Software as a Service ("**SaaS**") offerings provided by Bosch Mobility Platform & Solutions GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, Germany (hereinafter: "**Provider**", Customer and Provider hereinafter individually referred to as a "**Party**" and together as the "**Parties**").

## 1. Definitions

- 1.1. "**Account**" means the authorization to access access-controlled Services.
- 1.2. "**Availability**" means that Customer can access the Service at the Handover Point and use its main functions as defined in the Contract.
- 1.3. "**Contract**" means the agreement between Provider and Customer regarding the use of the Service (e.g. based on an offer, an order form or an online order) and incorporates these Service Terms.
- 1.4. "**Customer Data**" means all data, information, content, or material provided to Provider by Customer or on behalf of Customer in connection with use of the Service.
- 1.5. "**Downtime**" means the total number of minutes during the System Runtime in which the Service is not available for use.
- 1.6. "**Handover Point**" is the internet hub of Provider's or, if the Service is performed by a subcontractor, such subcontractor's data center.
- 1.7. "**Incident Management**" means the processing of Incidents by Provider.
- 1.8. "**Incident Priority**" means the severity level of an Incident as allocated by Provider.
- 1.9. "**Incident**" means an impairment of the Service, such as for example Downtimes.
- 1.10. "**Intellectual Property**" or "**IP**" means any know-how, business secrets, trade secrets, moral rights, trademarks, trade names, domain names, software (including open-source software and its licenses), copyrights and usage rights, improvements or inventions, patents, utility models, design rights, regardless of whether or not registerable and/ or patentable, and/ or applications therefore and any other intellectual or industrial property anywhere in the world.
- 1.11. "**Maintenance Work**" means Provider's maintenance activities required to keep the Service running and any other Provider activities to enhance, expand or modify the Service.
- 1.12. "**Mobile App Provider**" means the publisher of a Mobile App.
- 1.13. "**Mobile App**" means a mobile application for iOS or Android devices, such as smartphones or tablets and available from the Mobile App Provider through the relevant app stores.
- 1.14. "**Response Time**" means the maximum period of time between notification of an Incident by Customer and Provider's qualified response to Customer on a notified Incident usually achieved

by Provider under normal circumstances.

- 1.15. "**Service Credit**" means a lump-sum reduction of the remuneration for the Service (*Minderungspauschalen*) in the amount described in the SLA (if any) and subject to the preconditions set out therein.
- 1.16. "**Service Description**" means a description of the technical functionalities of the respective Service including details regarding applicable system requirements, any commissioned processing of personal data by Provider on behalf of Customer and Provider's subcontractors.
- 1.17. "**Service Level Agreement**" or "**SLA**" defines the service levels applicable for the Service, in particular its agreed availability and certain related aspects. The SLA is an integral part of these Service Terms.
- 1.18. "**Service**" means the respective SaaS offering provided by Provider under a Contract.
- 1.19. "**System Runtime**" means the period of time during which Provider's systems used to provide the Service are running and Customer may use the Service.
- 1.20. "**Usage Data**" means automatically generated system data (e.g. log files, information on utilization or availability of the Service).

## 2. Scope of Service Terms

- 2.1. Provider provides access to and use of the Service to Customer solely on the basis of these Service Terms and the applicable ancillary documents as referenced herein, which are part of the Contract.
- 2.2. Terms and conditions of Customer or of third parties will not apply even if Provider does not specifically object to the application of such terms and conditions. Even where Provider refers to a letter containing or referring to Customer's or a third Party's business terms and conditions, this does not constitute agreement to the application of such business terms and conditions.
- 2.3. Individual agreements executed between the Parties on a case-by-case basis (incl. ancillary agreements, supplements and amendments) will in any event take precedence over these Service Terms.

## 3. Subject Matter

- 3.1. The subject matter of these Service Terms is the provision of the Service via remote access for use by Customer in return for payment as agreed by the Parties. The Service is described in more detail in the Service Description.

3.2. If the Service Description describes the Service as being suitable for use with a Mobile App, such Mobile App may be obtained by Customer directly from the Mobile App Provider. The provision of such Mobile App is outside the scope of the Service and not within Provider's responsibility.

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

3.4. Provider has the right to have the Service performed by third parties (including affiliates of Provider according to § 15 German Stock Corporation Act (AktG)) as subcontractors.

#### **4. Provision of Service**

4.1. Provider shall make available the Service for use in accordance with the provisions of these Service Terms from the time agreed in the Contract.

4.2. Access to the Service by Customer shall be browser-based via the Internet and, where specified in the Service Description, through use of a Mobile App.

4.3. Provider shall provide to Customer the necessary access credentials required to use the Service.

4.4. If an Account is required to obtain access to and to use the Service, Provider shall make such Account available to Customer after Customer has agreed to these Service Terms. The Account and the access credentials are not transferable. Customer is liable for all actions performed under Customer's Account.

4.5. Customer shall change all passwords into passwords known only to him without undue delay and shall keep them confidential. Provider is not responsible for the consequences of misuse of Customer's passwords.

#### **5. Technical Availability of the Service**

5.1. Provider owes the Availability of the Service as set out in the SLA.

5.2. Provider shall owe the Availability of the Service only if the system requirements described in the Service Description have been complied with by Customer. Customer shall be solely responsible for compliance with the system requirements. The provision of Section 15 shall apply accordingly to changes to the system requirements and to changes to the technical system of Provider.

5.3. Deviating from Section 5.1, if the Service is made available free of charge, the Customer is not entitled to uninterrupted Availability and/or error-free use of the Service. The Provider does not warrant that the use of the Service will be uninterrupted or not impaired by Downtime, Maintenance Work, any other Provider activities or malfunctions.

#### **6. Support**

6.1. Provider shall provide a support center as first point of contact for all Incidents arising in the context of the Service. The details of Provider's support and Incident Management, including support operating times, are regulated by the SLA.

6.2. The reporter of the Incident shall be advised of the status and of its solution at regular intervals until such time as the solution is implemented and the Incident is rectified. If, however, the qualification of the Incident ticket by Provider shows that the cause of the Incident lies in the non- or malperformance of Customer's duties and obligations pursuant to Section 13 or has other reasons for which Provider is not responsible, then the Incident ticket shall be forwarded to the Customer's service support. In this case Customer himself shall be responsible for resolving the problem. If, in this case, the use of the Service is impaired until the problem has been rectified, Provider is not responsible for the resulting consequences and Customer is not discharged from paying the agreed remuneration.

#### **7. Other services by Provider**

7.1. During the term of the Contract, Provider shall provide Customer with a documentation for the Service in the current version in written or electronic form.

7.2. A separate agreement in writing is required for additional services by Provider, in particular support and integration services (for Customer systems and/or for plant/ technical units) and consulting services. Customer has no entitlement to performance of such services.

#### **8. Usage Rights**

8.1. Provider grants to Customer a time-limited non-exclusive, non-sub-licensable and non-transferable right to access and use the Service in accordance with the Service Description and the documentation for the term of the Contract. Within this framework, Customer is entitled

- a) to make the Account and the Service available to third party service providers retained by Customer, who may use the Service solely on behalf of and for the Customer;
- b) to use the Service as a tool in the context of providing Customer's own services to his own customers;
- c) to store and print the documentation, whilst maintaining the existing copyright notices and, for the purposes of the Contract, to reproduce that number of copies thereof which is appropriate.

8.2. Any open source software components used in the Service shall be illustrated in the Service Description or within the Service itself, if a legal obligation to do so exists on the basis of the license terms and conditions of the relevant open

source software.

- 8.3. If, during the term of the Contract, Provider updates, upgrades, modifies or expands the Service or carries out other changes with respect to the Service, the provisions of Section 8 shall also apply thereto, even if the modifications or extensions were ordered by Customer and paid for separately.
- 8.4. Customer shall not have any rights not explicitly granted to Customer under these Service Terms. In particular, Customer has no right to:
- a) Use the Service and/or the Account beyond the scope of use agreed in these Service Terms;
  - b) subject to Section 8.1a), make the Service and/or the Account available to third parties or otherwise permit third parties to use it; or
  - c) reproduce the Service and/or the Account in any form.
- 8.5. Customer is obliged to ensure that the provisions of these Service Terms are complied with.
- 8.6. If Customer breaches the provisions of Section 8, Provider is entitled to and reserves the right, after giving Customer advance notification in writing, to suspend Customer's access to the Service provided such suspension remedies the breach. The suspension shall be removed as soon as the reason for the suspension ceases to exist. If Customer continues to breach the provisions of Section 8 or does so repeatedly despite a respective warning in writing from Provider, Provider is entitled to terminate the Contract for cause without notice unless Customer was not responsible for such breach. Provider's right to claim damages shall remain unaffected.
- 8.7. Provider is the sole owner of the Usage Data and may use and exploit it in anonymous form for any purpose in accordance with the applicable statutory provisions.

## **9. Intellectual Property**

- 9.1. All rights, title and interests in the Service and any associated IP remain with Provider, Provider Affiliates and/ or Provider's suppliers. Customer shall only be granted rights to use the Service as explicitly stated in these Service Terms and the applicable ancillary documents as referenced herein.
- 9.2. The Service may make use or may require the use of Standards, and/ or may comprise, make use or may require related software, supplied or provided by sub-suppliers, which may make use of third-party IP. Unless otherwise agreed, licenses to use such third-party IP and corresponding indemnifications for claims against Customer based on such third-party IP, are not part of Provider's deliverables. Customer may be required to obtain licenses from the owners of these third-party IP directly. "Standards" shall mean technical specifications or functions (i) adopted by a standards

organization (inter alia ETSI or IEEE), (ii) defined by research institutes, industrial companies or other market participants to ensure technical conformity or compatibility, or (iii) established by common practice in a particular technical field.

- 9.3. If a third party should assert a claim against the Customer resulting from an (alleged) infringement of IP by the Service, Customer shall, at Provider's request and to the extent legally possible, allow Provider to conduct any defense measures (including any judicial and/ or non-judicial means) or settlement negotiations with the respective third party. Furthermore, Provider shall be entitled, at its own discretion, to either obtain a right of use from the third party or to modify and/ or substitute parts of the Service, so that it no longer (allegedly) infringes the respective third party's IP or to terminate this contractual relationship subject to a reasonable notice period.
- 9.4. If the modification or substitution of parts of the Service carried out in accordance with this section 9.3 results in a perceptible restriction in the usability of the Service or other significant disadvantage to the Customer, the Customer shall have the right to object (in writing to the designated Provider contact, e-mail sufficient) to the modification or substitution of parts of the Service no later than 60 days from receipt of any written notification indicating the modification/ substitution by Provider or 90 days from the actual implementation of the modification/ substitution, whichever occurs earlier. Should an objection be raised by the Customer within the aforementioned period, Provider is entitled to terminate this contractual relationship subject to a 30 days' notice period.
- 9.5. If Provider should not be able to obtain a right to use or to modify or substitute the Service or parts thereof to prevent persistent or future infringement of the third-party IP, subject to reasonable conditions and/ or within a reasonable period of time, either party shall have the right to terminate the Service by providing written notice to the other party.
- 9.6. Any claims for damages shall be subject to the provisions set forth in section 17.
- 9.7. Claims by the Customer shall be excluded insofar as the Customer is responsible for the infringement of the third-party IP or if the Customer fails to support Provider to a reasonable extent in the defense against claims by third parties. Claims by the Customer shall also be excluded if the Service were created in accordance with the service description or instructions of the Customer or if the (alleged) infringement of the third-party IP arises from use of the Service in conjunction with another product and/ or service not originating from Provider, or if the Service are used in a manner that Provider not contractually agreed upon.

## **10. Free and open-source software and content**

- 10.1. The Service may include the usage of free and open-source software and/ or content, which is subject to specific license terms and conditions of a third party (hereinafter jointly referred to as "OSS/ OSC"). Such OSS/ OSC does not contribute to the Service fees and thus will be provided without royalty or monetary compensation.
- 10.2. The Service may also comprise OSS/ OSC included in or delivered as part of the Service, which is listed in the Service Description or upon Service go-live or during provision of the Service (e.g. in case of changes to the Services) as far as the respective licenses are requiring a disclosure and adherence to the specific license terms and conditions for the respective OSS/ OSC by the Customer.
- 10.3. The Customer undertakes to observe and comply with each applicable OSS/ OSC license terms and conditions and fulfill any duty imposed by such terms and conditions on the Customer (including the duty of documentation or making available source code of a respective software component).
- 10.4. If stipulated within the framework of any applicable OSS/ OSC license terms and conditions (e.g., LGPL-2.1), reverse engineering shall be permitted to the extent necessary. This does not apply to any other component used within or distributed along with the Service.
- 10.5. Customer shall not be entitled to use or combine any component of the Service (including any software and/ or content provided by Provider to Customer as part of the Services) in combination with OSS/ OSC if the specific OSS/ OSC used is subject to the so-called copyleft principle (GPL and similar) and any part of the Service would then also be subject to and/ or would have to be in compliance with these license terms and conditions (in particular disclosure of the proprietary source code).

## **11. Defect Claims**

- 11.1. Following notification of an Incident by Customer, defects in the Service including the documentation shall be dealt with by Provider within the Response Times specified in the SLA.
- 11.2. If the Provider is responsible for a failure to meet the agreed Availability of the Service, Customer may claim Service Credits if such Service Credits are included in the applicable SLA.
- 11.3. The maximum aggregate amount of Service Credits per Service and per calendar month is limited to 100% of the usage fees payable by Customer for a Service in the same month.
- 11.4. Customer's right to terminate on the grounds of a failure to permit the use of the Service in conformity with the contract pursuant to Section 543 (2) sentence 1 no. 1 BGB (German Civil Code) is excluded, unless the establishment

of use in conformity with the contract must be deemed to have failed. At the earliest, the establishment of use in conformity with the contract will be deemed to have failed after the second unsuccessful attempt.

- 11.5. Any potential damage claims based on defective performance for which the Provider is responsible shall be governed by Section 17 of these Service Terms.
- 11.6. Any Service Credits payable by Provider will be offset from any claims by Customer for damages or any claims for a reduction of fees in addition to the Service Credits.
- 11.7. If the Service is provided free of charge, Provider does not assume any warranty for defects (in material or title), except in cases in which Provider fraudulently concealed the respective defect.

## **12. Remuneration, Tax**

- 12.1. The amount of remuneration is specified in the Contract.  
  
All prices are in Euro plus Value Added Tax or any other tax of a similar nature in the applicable jurisdiction at the applicable amount levied in accordance with statutory law.
- 12.2. Unless otherwise agreed, all invoices must be paid without any deductions to a bank account specified by Provider within 30 days of the receipt and due date of an invoice.
- 12.3. Other services, if any, not covered by the remuneration agreed in the Contract shall be performed by Provider on a time and materials basis at the general list prices of Provider applicable at the time when the order was placed.
- 12.4. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under the Contract.
- 12.5. All payments made by Customer to Provider under the Contract will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Provider is equal to the amount then due and payable under the Contract. Provider will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under the Contract.

## **13. Duties and Obligations of Customer**

- 13.1. Customer shall perform all cooperation duties required from Customer for the execution of the Contract. In particular, Customer is obliged to:
  - a) change all passwords allocated by



Provider into passwords known only to Customer, to keep usage and access authorizations assigned to Customer secret, to protect them against access by third parties and not to disclose them to unauthorized users. These data shall be protected by suitable and effective measures. Customer shall notify Provider without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of access data and/or passwords;

- b) create and maintain the system requirements described in the Service Description;
- c) comply with the restrictions/ obligations with regard to the rights of use under Section 8 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;
- d) notify Provider of Incidents in accordance with the SLA; and
- e) ensure that the Service meets Customer's requirements in terms of capacity, reliability and security.

**13.2. Customer is not authorized to:**

- a) intentionally access, tamper with, or use non-public portions of the Service or the technical delivery systems of Provider's subcontractors;
- b) use any robot, spider, scraper, or other similar automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Service other than via documented API endpoints;
- c) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service;
- d) attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Service;
- e) test, scan, or examine the vulnerability of the Service;
- f) frame or mirror the Service; or
- g) use any device, software, or routine that interferes with any application, function, or use of the Service, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.

**13.3. Customers' access to and the use of the Service shall comply with all applicable laws, including copyright or trademark laws, antitrust and**

competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction and must not be in contravention of any agreement that the Customer has signed with a third party. Customer is responsible for making sure that its access and the use of Service is in compliance with the applicable laws and regulations.

**14. Data Privacy**

- 14.1. The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof to data protection, except to the extent that they are already under a general obligation to act accordingly.
- 14.2. If Customer processes personal data, then Customer warrants that he is authorized to do so in accordance with applicable data protection regulations, and in the event of any infringement, Customer shall indemnify Provider from and against third Party claims.
- 14.3. Provider shall only process Customer Data that qualify as personal data to the extent required to execute the Contract. Customer consents to the processing of such data to this extent.
- 14.4. To the extent the Customer Data is qualified as personal data, the processing of Customer Data by Provider constitutes commissioned data processing. In relation to such processing, the L.OS Data Processing Terms and Conditions apply.
- 14.5. The obligations pursuant to Sections 14.1 to 14.4 shall continue to exist as long as Customer Data are in the area of influence of Provider, also after the termination date of the Contract.

**15. Changes**

- 15.1. At any time, Provider shall have the right to modify Service provided free of charge, make new Service available either free of charge and/or for a fee and to discontinue the provision of free Service. Provider will take due care of Customer's legitimate interests.
- 15.2. Provider reserves the right, within the bounds of reasonableness and taking into account the legitimate interests of Customer, to modify these Service Terms, if this is necessary to meet the technical requirements of connecting networks, devices or computers, change in laws or regulations or with regard to further developments. Changes are only made if the interest of Provider in the change prevails. Customer shall be notified of changes by email within a reasonable period of time, but no later than thirty (30) calendar days, before the planned effective date of the changes insofar as the modifications involves disadvantages or additional charges (e.g. adaptation expenses). Customer shall be advised of its existing right to object and/or terminate and of the consequences of the respective change in the change notification. If Customer does not object within

thirty (30) days of receipt of the notification after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Provider is entitled to terminate the Contract subject to a one month's notice period.

- 15.3. Editorial changes to the Service Terms, i.e. changes which do not affect the contractual relationship such as correcting typing errors, will be made without notifying Customer.

## 16. Confidentiality

- 16.1. The Parties shall observe the confidentiality of all information which is to be treated as confidential and obtained in the context of the Contract, or shall, respectively, only use it in relation to third parties, for whatever purpose, subject to the prior written agreement of the other Party. Information to be treated as confidential includes information explicitly marked as confidential by the Party communicating the information and information where the confidentiality thereof derives from the circumstances of its provision.

- 16.2. The obligations under Section 16.1 shall not apply to such information or parts thereof for which the receiving Party proves that it

- a) was known to the receiving Party or generally accessible prior to the date of receipt or became known from a third Party after the date of receipt in a lawful manner and without any confidentiality obligation; or
- b) was already known to the general public or was generally accessible prior to the date of receipt; or
- c) became known to the general public or became generally accessible after the date of receipt without the receiving Party being responsible for this; or
- d) has waived its right to confidentiality in respect of which the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party.

- 16.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer does not have the right to appear as the representative or commercial partner of Provider. Without the prior consent of Provider, Customer is not entitled to use information on envisaged or existing contractual cooperation for reference or marketing purposes.

- 16.4. The obligations under Section 16.1 shall survive termination of the Contract for an indefinite period, as long as a criterion for an exception pursuant to Section 16.2 has not been evidenced.

## 17. Liability

- 17.1. Provider is liable in accordance with the statutory provisions

- a) in the event of intent or gross negligence,
- b) in accordance with the provisions of the German Product Liability Act,
- c) within the scope of a guarantee given by Provider, and
- d) in the event of injury to life or limb or impairment to health of a person.

- 17.2. In the event of any property and financial damage caused negligently in any other way, Provider and persons engaged by it for the performance of its obligations shall be liable only in the event of a breach of a material contractual obligation, the amount being limited, however, to the damages foreseeable when the Contract was entered into and typical of the type of contract; material contractual obligations are those obligations the performance of which is characteristic of the Contract and which Customer may rely on (hereinafter referred to as "**Material Obligation**").

- 17.3. Notwithstanding the provision in Section 17.1, in the event of a negligent breach of a Material Obligation evidenced by Customer, the amount of Provider's liability for all damaging events occurring in the same contract year is limited as

follows:

- a) The maximum liability amount per Contract year amounts to 100% of the remuneration paid by Customer in the year of the damaging event, however, limited to a maximum of Euro 100,000.
- b) If the maximum liability limit is not reached in one Contract year, this does not increase the maximum liability limit in the following Contract year. A Contract year within the meaning above is the first period of twelve months from the date of provisioning in accordance with the Contract and every subsequent twelve-month period.

- 17.4. Strict liability ("liability without fault") for defects which already existed when the Contract was concluded, is excluded.

- 17.5. The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Provider in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Provider.

- 17.6. Operational disruptions caused by force majeure or other unavoidable events beyond Provider's control,

- a) which could not be averted with reasonable effort;
- b) which could not have been foreseen even when exercising with extreme care; and

- c) which make Provider's obligations under the Contract considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions,

discharge Provider from its obligations under these Service Terms for the duration of such an event.

- 17.7. As far as the Service is provided free of charge, Section 11.2 does not apply and Provider assumes no liability for damages resulting from the use of the Service, except in cases of gross negligence and/or intent. Liability for damages under the German Product Liability Act is not excluded.

## 18. Indemnification

- 18.1. Customer is obligated to indemnify, defend and hold Provider harmless for and from any third party claims related to

- a) Customer's breach of these Service Terms;
- b) any violation of applicable law by Customer, in particular any infringement of data protection law or the Parties' corresponding contractual arrangements, and any violation of applicable export and re-export control laws and sanctions regulations by Customer;
- c) the usage of the Service by Customer in a manner which infringes or violates third-party rights;
- d) Customer Data, or the combination of Customer Data with other applications and third party products, content or processes, including any claims arising from alleged infringement or misuse of third party rights through Customer Data or through use, development, design, production, advertising or marketing of Customer Data;

unless Customer is not responsible for the claim.

- 18.2. Provider shall notify Customer without delay and leave to Customer the defense of these claims. Provider will provide Customer with all reasonable support. In particular, Provider will, as far as possible, provide Customer with all the necessary information of the use and the possible processing of the Service which is subject to these Service Terms.

## 19. Term, Termination

- 19.1. Except as otherwise agreed, the Contract shall be entered into for an indefinite period and shall enter into force upon signature by both Parties.
- 19.2. Unless otherwise agreed, the Contract may be terminated by either Party at any time by giving one month's written notice to the end of a calendar month. Termination of the Contract simultaneously includes the termination on the

next possible date of the Account and all user IDs provided to business partners of the Customer, if any.

- 19.3. The Parties' right to terminate for cause without notice shall remain unaffected. Good cause shall be in evidence when one Party grossly breaches express obligations under these Service Terms, in particular if Customer utilizes the Service outside the scope of these Service Terms and remains in breach after the end of a reasonable cure period following a warning notification by Provider.

- 19.4. Further, Provider has the right to terminate for cause without notice if Customer is in default of payment of the remuneration or of a not inconsiderable part of the remuneration pursuant to Section 12 for two successive months or if, in a period covering more than two months, he is in default of payment in respect of the remuneration in an amount equal to the remuneration for the two months prior to notification of termination. In the event of termination by Provider for cause caused by Customer, Provider can immediately claim liquidated damages (*pauschalierter Schadenersatz*) amounting to 50% of the residual monthly usage fees due up to expiry of the regular term of the Contract. Customer has the right to prove that lower damages were incurred, Provider has the right to prove that greater damages were incurred.

- 19.5. Upon termination of the Contract all authorizations and registrations of Customer under this Contract shall simultaneously end automatically.

## 20. Export Control

- 20.1. Access to and use of the Service may be subject to national and international (re-)export control laws and sanctions regulations. Customer agrees to comply with all applicable (re-)export control laws and sanctions regulations.

- 20.2. Customer acknowledges that the Service is designed with capabilities to be accessed without regard to geographic location of Customer. Customer shall not – directly or indirectly – provide access to the Service to any destination, entity, or person prohibited or sanctioned by the respectively applicable national or international laws and regulations, in particular of the Federal Republic of Germany, the European Union, the United States of America, the United Nations or any other jurisdiction involved.

- 20.3. Provider has the right to refuse access to and use of the Service in case Customer breaches the obligation in this Section 20 or if it is necessary for Provider in order to comply with national or international legal provisions. In this case Customer is excluded from raising a claim for any damage or other rights on account of the refusal.

- 20.4. Customer agrees that the Service will not be used directly or indirectly for nuclear, chemical or biological weapons proliferation, development of missile technology or any other military purpose.

- 20.5. Customer and its end customers shall not use the Service in Russia or Belarus. The same applies to any transfer and/or provision of the Service, directly or indirectly, to persons in Russia and Belarus or for use in Russia and Belarus.
- 20.6. Furthermore, Customer shall not use the Service in connection with goods that fall under the scope of Regulation (EU) No. 833/2014 or Regulation (EC) No. 765/2006 (as amended) that are intended directly or indirectly for sale, supply, transfer or export to Russia or Belarus, or for use in Russia or Belarus.
- 20.7. This export compliance clause shall survive termination or cancellation of the Contract.

## **21. Miscellaneous**

- 21.1. The Contract shall be governed by the substantive laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 21.2. Legally relevant statements and notices to be delivered to Provider by Customer after conclusion of the Contract (e.g. setting of time limits, notification of defects, and declaration of rescission or price reduction) must be made in text form in order to be effective.
- 21.3. Should any provision of these Service Terms be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.
- 21.4. The courts of Stuttgart, Germany, have exclusive jurisdiction and venue.

**Bosch Mobility Platform & Solutions GmbH**