Supplementary Terms of Delivery (License Terms) for the Sale of Software of Bosch Rexroth AG

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1. Definitions

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1.9. License Type: Determines the scope and type of the software use and the number of users, see sub-sec. 4.2.

1.10. Patch: A correction supplied to close security gaps or remedy errors including add-ons of functions.

1.11. Standard Software: Software that has been developed or is adaptable (parametrizable) for a non-specific group of licensees, i.e. any software not covered by sub-sec. 1.7. (for distinction: see Individual Software).

1.12. Target Hardware: A device on which the software is or will be installed.

1.13. Test Version: A trial version of software with restricted functionality and/or restricted runtime.

1.14. Underlicensing: Use of the software in a manner exceeding the agreed scope and the type of use agreed.

1.15. Update: A new version of the software containing improvements to the program or new and/or changed functionalities.

1.16. Upgrade: Renewal of the software version with considerably expanded function.

1.17. Workaround: A procedure circumventing a known malfunction of the software.

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5.3. When using the Software, the Licensee is obliged to comply with the duty of care necessary for usage.

5.4. The Licensee shall comply with the instructions provided by the Licensor for the operation of the Software.

5.5. It is partially possible for the Software to be used to influence or control an electronic system. Such actions can cause injury to life or limb or property damage. The Software shall therefore solely be operated by qualified specialist personnel. The Licensor does not assume any liability for damage caused by incorrect operation or by use not in accordance with the designated use. The Licensee
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5.7. The Licensee is obliged to take suitable measures to protect the Software against access by unauthorized third parties, in particular to store all the copies of the Software in a protected place.

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In the event of the Licensee being Underlicensed, the Licensor shall be additionally obliged to repay the unpaid remuneration on the basis of the list prices generally applicable to comparable services at the time of the audit plus a flat rate claim for damages of ten percent (10 %) of the value of the Underlicensing. In addition, the Licensee shall discontinue any Underlicensing without undue delay. The Licensee remains entitled to prove that the damage was lower.

5.9. The Licensee is obliged to take reasonable precautions in case the Software does not work properly either altogether or in part (e.g. by means of daily data backup, failure diagnosis, regular monitoring of the data processing results). The Licensor can assume that all the data of the Licensee which it can come into contact with are secured, unless the Licensee explicitly indicates otherwise in advance.

5.10. The Licensee shall bear the disadvantages and more far-reaching additional costs incurred by the Licensor as a result of a violation of the aforementioned collaboration and information duties.

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When the Licensee’s right of use ends (e.g. by virtue of withdrawal [Rücktritt] or supply of a replacement), the Licensee shall delete or destroy all the data media, copies of the Software, including the Backup Copies pursuant to sub-sec. 4.3., and the Documentation provided for use and confirm this to the Licensor in writing on request. The same shall apply in the event of a replacement being supplied (sub-sec. 4.7.) for the previous Software versions. If the right of use ends due to the Software being passed on, sub-sec. 4.4 shall apply.

7. Warranty (supplements section 7 T&C Delivery)

7.1. Only the description of the Software provided by the Licensor prior to concluding the contract or agreed in a separate document, e.g. in the Documentation, is decisive for the quality of the Software. The details provided therein are solely to be understood as performance descriptions and not as guarantees. A guarantee is only given if it has been explicitly specified as such in writing by the Licensor before the contract is entered into. Further quality is not owed, and, in particular, it does not derive from public statements or advertising of the Licensor or its distribution partners. The Licensor is not obliged to provide support services that go beyond liability for defects. Furthermore, in the context of the maintenance obligation, the Licensor is not obliged to adapt the Software to changes in operating conditions or to technical and functional developments such as changes to the IT environment.

7.2. In particular, the Licensor does not provide a warranty for errors in the Software

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c.) Caused by the Software being used in an operating environment which is different from that approved by the Licensor or due to faults in the hardware, the operating system or to the software of other manufacturers; or

d.) Caused by the Software having been modified by the Licensee or third parties without authorization.

7.3. In respect of Software products which the Licensee or a third party has expanded via an interface designated for this purpose by the Licensor, the Licensor shall be liable only for defects occurring up to the interface.

7.4. In the event of warranty, defects in the Software shall be rectified by the Licensor within a reasonable period of time (supplementary performance). This shall be done at the election of the Licensor by rectifying the defect by means of an Update/ Patch/Bug Fix/Upgrade or by supplying defect-free Software or indicating a Workaround; the latter insofar as this is reasonable for the Licensee taking account of the impacts of the defect and the circumstances of the Workaround solution indicated. In addition, section 9 of the T&C Delivery shall apply to fault-based claims for defects as to quality.

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