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

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1. Definitions

1.1. *Affiliated Enterprise*: Every legal entity which is controlled by the Licensee, which controls the Licensee or which is jointly-controlled together with a Licensee. Control is deemed to exist where more than fifty percent (50 %) of the capital shares or voting rights is held or where the corporate management and policy are controlled either directly or indirectly on the basis of capital shares, by virtue of agreements or in any other way.

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1.6. *FOSS*: Open Source Software and third party software under a royalty-free license.

1.7. *Individual Software*: Software that is developed or adapted for a specific Licensee (for distinction: see Standard Software).

1.8. *License Data*: In the order documents, possibly a type key named as an order item of its own or a material number and license type in conjunction with the catalogue details valid at the time of the order and with the license sheet or device pass [*Gerätepass*] provided.

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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2.1. The subject matter of these License Terms is the granting of rights of use to the Licensor's software described in more precise detail in a separate document for an unlimited period of time subject to a charge (hereinafter referred to as: "**Software**"). The Software description follows from the License Data and the Documentation which will be made available to the Licensee on request prior to entering into the contract.

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2.5. The Licensor has the right to take technical measures to protect the Software against any unauthorized use, e.g. by means of program locks. The Licensee may not remove such protective mechanisms from the Software or work around them. It can be necessary to apply for a license key to activate the Software after installation and if the Software and/or hardware environment is changed.

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Unless otherwise agreed and in accordance with the provisions below, the Software shall be delivered in the version which is current at the time of delivery. If the Software is provided on a data medium, this might not contain the version which is current at the time of delivery. In this case the current version shall be supplied in retrospect. The delivery and passing of risk of the Software shall be effected at the Licensor's election and, unless otherwise agreed, either by virtue of handing it over to the carrier for dispatch free of charge to the Licensee or by virtue of making the Software available as a download and transmitting the information necessary for the download. Sentences 1-3 of

this section 3 shall apply accordingly to supplies in the context of supplementary performance pursuant to sub-sec. 7.4.

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5.2. The Licensee is responsible for setting up an adequately dimensioned hardware and software environment and for installing the Software. At the Licensee's request, if applicable, the Licensor may conduct the installation in return for remuneration to be agreed separately.

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.

5.8. The Licensor has the right to examine whether the Software is being used in compliance with the rights of use granted. To this effect the Licensor may require the Licensee to provide information, in particular on the period of time and extent of the use of the Software, and it may inspect the books and written records and the hardware and software of the Licensee insofar as they reveal any details regarding the period of time and extent of the Software use. To this effect the Licensor shall be permitted to enter the business premises of the Licensee during normal working hours after advance notice of at least two (2) weeks. The Licensee shall ensure to a reasonable degree that the audit can be conducted by the Licensor and shall collaborate in the audit. The Licensor shall use all the information obtained during the audit only for the purpose of verifying the legality of the license use. The Licensee may demand that the on-site audit be conducted by an agent of the Licensor who is subject to professional secrecy. The costs of the audit will be borne by the Licensor unless the audit should reveal that the Licensee is Underlicensed. In such a case the Licensee shall bear the costs of the audit. In the event of the Licensee being Underlicensed, the Licensee 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.

6. Return

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

a.) Which were caused by application errors on the part of the Licensee and which could have been avoided if the Documentation had been carefully consulted; this also applies in the event of inexistent or insufficient back-up measures pursuant to sub-sec. 5.9. which would have avoided data loss;

b.) Due to virus contamination or to other external influences for which the Licensor is not responsible such as fire, accidents, power failure etc.;

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.

7.5. The Licensee is obliged to notify the Licensor of defects in the Software without undue delay after discovery thereof. In the event of defects as to quality, this shall be done by describing the time when the defects occurred and the more detailed circumstances. If the Licensor undertakes an error analysis at the Licensee's request and if it transpires that there is no defect which the Licensor is obliged to remedy, the Licensor has the right to charge the Licensee for the expenses incurred based on the respectively applicable hourly rates of the Licensor.

8. Data use and data protection

8.1. The Licensor has the right to store, use, transfer and/or exploit all of the information contributed and generated by

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8.2. If personal data are processed, the Licensor shall comply with the statutory data protection regulations. In this case the details on the data collected and the respective processing thereof are set forth in the data protection statement.

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9.2. The Licensee undertakes to furnish all the information and documents that are required for the export or movement of the products to be supplied in accordance with the contract and other work results required for the purpose of the supply and which derive from the Licensee's sphere of influence.

9.3. When passing on, transferring or otherwise providing to third parties for use in the domestic country and abroad the products to be supplied by the Licensor in accordance with the contract and other work results, the Licensee shall comply with the respectively applicable customs regulations and with the provisions of (re) export control law and obtain the permits necessary for this.

9.4. The Software may not be used for the manufacture or development of rockets, chemical/biological or nuclear weapons.

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