End User License Agreement for Apps (EULA)

Important: Please do not continue to download the <u>software</u> until you have read the terms of this License Agreement carefully.

By downloading the software you enter into an agreement on the use of the software **Rexroth Careers AR** (hereinafter referred to as "Software") with Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr am Main, Germany (hereinafter referred to as "Bosch Rexroth"). By downloading the Software you declare that you agree to the following terms.

This End User License Agreement is concluded between Bosch Rexroth and you only, and not with Apple. Bosch Rexroth, not Apple, is solely responsible for the Software and the content thereof.

An overview of the Software functionalities can be found in the description on the relevant online platform offering the Software.

1.	<u>Rights of Use</u>

By this Agreement you are being granted the following rights of use to the Software.

By downloading the Software Bosch Rexroth grants you the non-exclusive non-transferable right of use on a device that you own or control on which the Software is executable in accordance with the system requirements which you can inspect prior to accepting these terms. You may use the Software as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Licensed Application may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing.

The right of use does not encompass provision of the Software via a network for simultaneous use on several user terminals.

You are not allowed to distribute the Software or to otherwise transfer it to third parties (including by rental, lease, loan or sub-licensing).

You are not permitted to change, reverse engineer, decompile or disassemble the program code of the Software or parts thereof or to otherwise establish the source code or to make derived works from the Software. The mandatory, inalienable provisions of sections 69d, 69e German Copyright Act (UrhG) remain unaffected by this, however.

The foregoing terms also apply to all updates/upgrades and program supplements for the Software that Bosch Rexroth makes available for you to download, except insofar as they form the subject matter of a separate agreement. In this case solely the terms of the provisions valid for the respective update/upgrade or program supplement shall apply.

Bosch Rexroth reserves the right to all other rights.

2.	<u>Collaboration Duties</u>:

When using the Software you must comply with the duty of care necessary for use and examine the results generated by the Software to an appropriate extent prior to the use thereof. Furthermore, you are obliged to back-up your data on a regular basis in order to ensure that the data can be recovered in the event of loss.

Insofar as you acquired the Software against payment as an entrepreneur within the meaning of section 14 German Civil Code (BGB), then the obligations to file a complaint for defects pursuant to section 377 German Commercial Code (HGB) shall apply.

3.   Collection/Use of Data:

The Software does not capture personal data (first name and surname, telephone number and e-mail addresses) of the user and third parties entered by you.

4.   Warranty, liability:

Any warranty claims due to defects as to quality and defects of title in the Software can solely arise in the relationship between you and Bosch Rexroth and are determined in accordance with the following terms.

a. **Warranty and liability for free Software.** Bosch Rexroth is liable on account of defects as to quality and defects of title, whatever the legal ground may be, only insofar as Bosch Rexroth fraudulently concealed the respective defect as to quality or defect of title. In other respects, Bosch Rexroth, its legal representatives and agents engaged in the performance of an obligation (*Erfüllungsgehilfen*), are only liable to compensate for any damage arising on the basis of the provision of free Software in the event of intentional or grossly negligent misconduct. Claims under the Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

b. **Warranty for Software subject to a charge**. If the Software should have a defect as to quality or defect of title that can be remedied, you have a rectification claim against Bosch Rexroth. Subsection c) shall apply in the event of any claims for damages.

   The warranty period for defects as to quality and defects of title in the Software you acquired as an entrepreneur against payment of a charge, is 12 months. This does not apply insofar as the liability pursuant to subsection b) is governed by provisions of statute.

c. In the event of any failure of the Software to conform to the applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is Bosch Rexroth's sole responsibility.

d. **Limitation of liability for Software subject to a charge.** If you acquired the Software against payment of a charge, Bosch Rexroth is only liable, whatever the legal ground may be, in accordance with the following provisions:

   In the following cases liability is governed by the provisions of statute:

   - in the event of damage caused by intent or gross negligence,

   - in the event of damage from non-compliance with guarantees provided in writing to the extent not covered by the purpose of the guarantee,

   - in the event of fraudulent intent,

   - in the event of damage to life or limb or personal injury,

   - in the cases of product liability under the Product Liability Act (*Produkthaftungsgesetz*),

- insofar as the scope of section 44a German Telecommunications Act (TKG) (Liability of an operator providing publically-accessible telecommunications services) applies.

Insofar as liability is not governed by the provisions of statute in accordance with the foregoing list, the following shall apply: In cases of a violation of merely minor contractual duties by simple negligence, Bosch Rexroth shall not be liable for damages. In other respects liability for damage caused by simple negligence is restricted to damage which could be typically anticipated in the context of the respective contractual relationship (foreseeable damage typical of the type of contract). This also applies to negligent violations of duty by the statutory representatives, executive employees and or simple agents employed in the performance of an obligation (*einfache Erfüllungsgehilfen*). **If you are an entrepreneur within the meaning of section 14 BGB, the parties agree that foreseeable damage typical of the type of contract arising from violations of duty under this Agreement shall not exceed the value of the remuneration paid to Bosch Rexroth under this Agreement.** The foregoing limitations of liability also apply to claims for compensation of expenses.

e. Insofar as the liability of Bosch Rexroth is excluded or limited under these provisions, this shall also apply to the liability of its directors and officers, vicarious agents and agents employed in the performance of an obligation (*Erfüllungsgehilfen*), including the employees of Bosch Rexroth.

5. <u>Intellectual Property Rights</u>
6. In the event of any third party claim that the Software or your possession and use of that Software infringes that third party's intellectual property rights, Bosch Rexroth, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.<u>Transfer/Assignment</u>:

Any other transfer of the rights of use requires our explicit prior consent. In addition, transferability can be excluded by means of technical blocks set by the provider distributing the Software.

7. <u>Support</u>

You have no entitlement to the provision of support services such as updates or advice outside the scope of the right of warranty. The warranty period does not start to run again through the provision of support services by Bosch Rexroth. Apple is not obliged to furnish any maintenance and support services with respect to the Software.

7. <u>Applicable Law, Jurisdiction.</u>

The substantive law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. If you are not a consumer or do not have a normal place of jurisdiction in Germany, the courts of Stuttgart, Germany, shall have jurisdiction over all disputes arising through or in connection with this Agreement.

8. <u>Miscellaneous.</u>

If individual terms or contract parts should be ineffective, the remainder of the terms and contract parts shall remain in effect.

You can direct questions, complaints or claims with respect to the Software to:

Telephone number of Bosch Rexroth: XXX; E-mail address of Bosch Rexroth: XXX

Any claims, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation are to be solely addressed to Bosch Rexroth not to Apple.

You must comply with applicable third party terms of agreement when using the Software.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Both Apple and all Apple subsidiaries are third party beneficiaries of this End User License Agreement (EULA) and, upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.

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