

# License Terms and Conditions for gratuitous Engineering Tools of Bosch Rexroth AG

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installation and if the Software and/or hardware environment is changed.

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- 6.7. The Licensee shall bear the disadvantages that result from a violation of the aforementioned collaboration and information duties.

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- 7.1. Unless otherwise provided in the License Data and ensuing from the circumstances prevailing at the time of conclusion of the contract, the right of use granted with respect to the software is for an unlimited period of time.
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- 10.4. The foregoing restrictions of liability shall also apply to the personal liability of the employees, representatives and/or organs of the Licensor.

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- 11.2. 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.

### 12. Confidentiality

- 12.1. The Licensee undertakes to treat Confidential Information in confidence and not to disclose it to third parties unless this is necessary in order to exercise the rights the Licensee is entitled to in accordance with these Terms and Conditions of License. In order to protect the Confidential Information the Licensee shall apply the same measure of care (but not less than a reasonable measure of care) as it applies to its own Confidential Information.
- 12.2. The obligation of secrecy under sub-sec. 12.1 does not apply to Confidential Information (i) which was already in the lawful possession of the Licensee prior to being disclosed by the Licensor; (ii) which was or becomes public knowledge without any violation of duty by the Licensee; (iii) which the Licensee lawfully received from third parties without any secrecy obligations; (iv) which was disclosed to third parties by the Licensor without any secrecy obligations; (v) which was developed by the Licensee itself; (vi) which has to be disclosed by law; or (vii) which is disclosed by the Licensee with the prior consent of the Licensor in writing.

### 13. Export control

- 13.1. If, prior to supply, it should transpire that performance of the contract by the Licensor faces obstacles due to national or international export control regulations, in

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- 13.4. 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.
- 13.5. The Software may not be used for the manufacture or development of rockets, chemical/biological or nuclear weapons.

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- 14.3. If a provision should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case the ineffective provision shall be replaced by a permissible provision approximating most closely the economic purpose of the original ineffective provision. This shall apply accordingly to any omissions.
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