



## 1. Scope, Provider

- 1.1 These terms of use ("**Terms of Use**") shall apply to the use of the Bosch Manufacturing Solutions Online Portal ("**BMG Online Portal**"), as offered by Robert Bosch Manufacturing Solutions GmbH, Wernerstraße 51 70469 Stuttgart, Germany ("**Provider**"), for use by registered customers ("**Customer**"). Detailed information on the Provider is provided in the corporate information.
- 1.2 Provider operates BMG Online Portal for businesses only and does not accept consumers according to § 13 German Civil Code as Customers.
- 1.3 Terms and conditions of the Customer or third parties that deviate from or conflict with these Terms of Use shall not apply, even if the Provider does not expressly object to such terms and conditions.
- 1.4 Individual agreements with the Customer (including ancillary agreements, amendments, and changes) shall in any case take precedence over these Terms of Use.
- 1.5 The Provider is entitled to commission any service from third parties acting as subcontractors.

## 2. Conclusion of Agreement

- 2.1 Following the completion of the registration process by the Customer and activation of a customer account by the Provider, a legally binding agreement is formed between the Provider and the Customer ("**Customer Agreement**").
- 2.2 Customers must have the legal capacity to enter into contracts (e.g., are not minors). Representatives registering on behalf of a legal entity affirm the entity's proper organization and their and their authority to bind it to these Terms of Use.
- 2.3 Upon formation of the Customer Agreement, the Customer gains free access to the BMG Online Portal and its services and functionalities as further described in Section 3 ("**Services**").

## 3. Services, Availability

- 3.1 The BMG Online Portal offers browser-based access to various free Services, e.g.
  - a) access to software functionalities, data, contributions, images, documents, videos, information on BMG software, documentation and other content ("**Content**"),
  - b) software downloads, subject to Software Download Terms Bosch Manufacturing Solutions Online Portal, provided on the respective download page ("**Downloads**"),
  - c) participation in the BMG community, including access to forums, discussions, and other

community features ("**Community**") subject to the Community Use Policy as outlined below.

- 3.2 The type and scope of the Services provided, as well as details of their technical requirements and availability, are set out in the service description.
- 3.3 **Availability:** The Provider shall endeavor to ensure that the use of the Services is as uninterrupted as possible within the scope of its technical and operational abilities, but there shall be no entitlement to uninterrupted use. It is not warranted that access to or use of Services will not be interrupted or impaired by maintenance work, further developments or otherwise by disruptions.

## 4. Registration, Customer Account

- 4.1 A customer account is required to access and use the BMG Online Portal and the Services.
- 4.2 The registration of a customer account may require the use of an authentication service (e.g., Bosch ID, SingleKey ID, Apple Account, Google account), subject to that authentication service's separate terms and conditions.
- 4.3 After entering the login data for the authentication service, the Customer is asked, if required, to provide additional information, e.g. Name, Country, Company ("**Registration Data**"). These Registration Data must be provided in full and correctly and the Customer is obliged to always keep the Registration Data up to date. Registration of a legal entity may be carried out only by an authorized natural person, who must be named.
- 4.4 In order to complete the registration process and submit the Registration Data, the Customer is required to agree to the application of these Terms of Use.
- 4.5 By providing the Registration Data, the Customer submits an offer to the Provider to enter into the Customer Agreement on the basis of these Terms of Use. Acceptance of the Customer's offer by the Provider is effected by means of activation of the customer account.
- 4.6 The Provider reserves the right to verify the identity of the Customer immediately after submission of the Registration Data or at a later point in time, for example by requiring a Customer to click on an activation link sent to the Customer's e-mail address or to enter a code sent to a mobile phone number of the Customer. Until the Customer has provided the required verification, the customer account remains blocked. If the registration is not completed, the Provider reserves the right to delete the incompletely registered customer account.
- 4.7 There shall be no entitlement to registration. The Provider is entitled to not accept a registration without reason.

4.8 Each natural person is only permitted to register once with a customer account. Customer accounts are not transferable.

4.9 To the extent available, the Customer shall be entitled to create multiple users under its customer account. Each user shall be provided with individual access credentials, which may be linked to an authentication service. The Customer warrants that all users will comply with these Terms of Use as amended from time to time and that all users will act on behalf of the Customer and in accordance with applicable laws. Upon establishment of a user, all actions of the user will be attributed to the customer.

4.10 The Customer is responsible

- a) for providing and maintaining the technical requirements within its control (e.g. the necessary hardware, web browser, mobile end device, internet access) for using the Services,
- b) for handling its login data with care, not to disclose them to third parties and/or not to allow third parties to access the customer account by circumventing the login data,
- c) for immediately changing its password for its customer account if the Customer has reason to believe that the login data may have become known to unauthorised persons.

4.11 The Customer is liable for all activities that take place using its customer account, unless Customer is not responsible.

## 5. Customer Content

5.1 The Provider may enable the Customer to post, upload, store, create, share, send or display own content ("**Customer Content**") and make it available to third parties ("**Transfer**"), subject to the following provisions.

5.2 The Customer is obliged not to Transfer any Customer Content that, by its content, form, design or in any other way, violates these Terms of Use, applicable law or morality or infringes the rights of third parties.

5.3 By Transferring Customer Content, the Customer grants the Provider a non-exclusive, irrevocable, royalty-free, transferable right to use the Customer Content worldwide for the purpose of providing the BMG Online Portal and the Services. This includes the right to reproduce, distribute, and publicly display the Customer Content. The Customer retains ownership of their Customer Content and waives the right to author attribution.

5.4 If the Provider offers the option, the Customer may remove transferred Customer Content, upon which the Provider's right of use expires. However, the Provider may retain copies for backup and verification purposes, subject to applicable data protection legislation.

5.5 The Customer is solely responsible for its Customer Content. The Provider assumed no responsibility for its completeness, correctness, legality, timeliness, quality and suitability for any particular purpose.

5.6 The Provider is entitled to refuse the posting of, or edit, block or remove Customer Content without prior notice if it violates these Terms of Use, applicable law, morality, or the Community Use Policy. The Provider will consider the Customer's legitimate interests and choose the least restrictive means to address the violation, informing the Customer by e-mail.

## 6. Community Use Policy

6.1 The following regulations apply to accessing and using the Community.

6.2 Third party rights must be observed when using the Community. The Customer is responsible for its Customer Content, including files, text, pictures, videos, software, data, and forum contributions. Consent must be obtained before publishing personal data of others, including images.

6.3 Prohibited Customer Content includes content that is:

- a) Illegal or harmful (pornographic, defamatory, obscene, fraudulent, inciting violence, hateful, discriminatory, etc.)
- b) Threatening, abusive, or harassing.
- c) Untruthful or unfairly critical.
- d) Contains confidential information (trade secrets, NDA-protected material).
- e) Violates antitrust or competition laws.
- f) Political or religious in nature.
- g) Off-topic.
- h) Infringing intellectual property rights.
- i) Promotes illegal activity.
- j) Unsolicited advertising or solicitations.
- k) Contains malware or harmful code.
- l) Designed to bypass filters.
- m) Reveals private information of others or themselves.
- n) Contains hyperlinks to violating sites.
- o) Interferes with Community operations (spamming, flooding, etc.).

6.4 Community moderators may remove prohibited and violating Customer Content without prior notice.

6.5 The Customer is not allowed to use software or mechanisms that interfere with the Community's operation. The Customer must not alter content produced by the Provider or other Customers.

6.6 Violations of this Community Use Policy or an infringement of third-party rights can be reported by using the report feature, flagging content, or contacting the Provider directly via DSA.BCI@bosch.com or the DSA contact form.

## 7. Intellectual Property

7.1 All rights in the BMG Online Portal and the Services are owned exclusively by the Provider or its licensors and are protected by copyright or other intellectual property rights. The compilation of the BMG Online Portal and the Services is also protected as such by copyright.

7.2 The BMG Online Portal and the Services may only be accessed and displayed online for the Customer's own purposes during the term of the

Customer Agreement. The Customer is prohibited from copying, distributing and/or publishing the BMG Online Portal and the Services.

- 7.3 If BMG Online Portal is used in the context of a commercial or professional activity, the Customer may use the Services available via BMG Online Portal exclusively for its own internal business purposes. Any further commercial use is prohibited (see also Section 9).

## 8. Third Party Content, Third Party Services

- 8.1 BMG Online Portal and the Services may contain links to Content that is not exclusively provided by the Provider, but by other third parties ("**Third Party Content**").
- 8.2 The Provider does not check Third Party Content for completeness, correctness and legality and does not adopt them as its own. In particular, the Provider does not check the security aspects in connection with Third Party Content. Therefore, the Provider does not assume any warranty for the completeness, correctness, legality and up-to-dateness of the Third Party. This also applies with regard to the quality of the Third Party Content and its suitability for a specific purpose, and also insofar as it concerns Third Party Content on linked external websites that may be viewed by way of framing.
- 8.3 The Provider will, at its sole discretion, investigate reasonable indications of violations of these Terms of Use or any illegality of individual Third Party Content (or parts thereof) and, if necessary, take appropriate measures to discontinue this condition. In particular, the Provider will immediately remove illegal Third Party Content as soon as the Provider becomes aware of its illegality and insofar as this is technically possible.

## 9. Prohibited Activities

- 9.1 The Services are intended solely for use by the Customer in compliance with applicable laws and regulations. Any unauthorized use is prohibited unless expressly permitted in advance and in documented form by the Provider. Unauthorized use includes, but is not limited to:
- Offers and promotion of paid content and services of third parties,
  - Offers, promotions and implementation of activities, such as prize competitions, raffles, barter transactions, advertisements, or snowball systems,
  - Collecting electronically or otherwise the identity and/or contact details (including e-mail addresses) of Customers (e.g., for sending unsolicited e-mails),
  - The exploitation of the Services available via BMG Online Portal, including the Content offered herewith, in return for payment.

- 9.2 The Customer is prohibited from any activities on BMG Online Portal and in connection with the use of the Services that violate these Terms of Use, applicable law or morality. In particular, the Customer undertakes to comply with applicable law and not to infringe the rights of third parties.

- 9.3 Also prohibited is any action that is likely to impair the operation of BMG Online Portal as well as the Services and the technical infrastructure behind them. This includes in particular

- the Transfer of Customer Content that contains viruses, worms, malware, trojans or harmful properties,
- the use of software, scripts or databases not approved by the Provider in connection with the use of BMG Online Portal and the Services,
- the automatic reading, blocking, overwriting, modification, copying of data and/or other Content, except as necessary for the proper use of BMG Online Portal and the Services,
- activity to decrypt, decompile, disassemble, reconstruct, or otherwise attempt to discover the source code, any software or proprietary algorithms used, except as permitted by mandatory non-waivable provisions.

- 9.4 If the Customer becomes aware of an illegal, abusive or otherwise unauthorized use of the Services, the Customer may contact the Provider via e-mail to [dsa.BCI@bosch.com](mailto:dsa.BCI@bosch.com) or via the DSA contact form. The Provider shall then examine the matter and, if necessary, take appropriate steps.

- 9.5 In the event of significant breaches of duty for which the Customer is responsible, the Provider is entitled to terminate the Customer Agreement for good cause in accordance with Section 12.

## 10. Suspension

- 10.1 The Provider may suspend the Customer's access to BMG Online Portal and/or the Services if the Provider determines, that

- the use of BMG Online Portal and/or the use of the Services (i) poses a security risk to BMG Online Portal and/or the Services and/or a third party; (ii) adversely affects BMG Online Portal and/or the Services or other customer's systems or content; (iii) violates applicable law or third-party rights; (iv) could subject Provider, its affiliates or third parties to liability for damages; or (v) is fraudulent,
- the Customer violates these Terms of Use.

- 10.2 The Provider shall inform the Customer of the suspension by sending a notification to the e-mail address associated with the customer account prior to the suspension, unless the Provider has to act immediately due to urgency and is therefore unable to send a prior notification to the Customer.

10.3 The suspension shall be revoked as soon as the Customer has resolved the problem that led to the suspension.

10.4 Provider's right to suspend Customer's access to BMG Online Portal and/or the Services is in addition to Provider's right to terminate these Terms of Use pursuant to Section 12 and to exercise any other remedies available to Provider under applicable law.

## 11. Fees

11.1 Registration, access to BMG Online Portal and use of the Services are free of charge.

## 12. Term, Termination

12.1 The Customer Agreement is concluded for an indefinite period. It begins with the date of registration and ends with the effectiveness of a termination by the Provider or the Customer.

12.2 The Provider may terminate the Customer Agreement at any time with a period of notice of one month to the end of the month. The Customer may terminate the Customer Agreement at any time. The right to terminate for good cause remains unaffected for both parties.

12.3 Form of termination: Unless the possibility of terminating the Customer Agreement by means of a delete function in BMG Online Portal is provided, a termination shall be made in text form (letter, e-mail).

12.4 Consequences of termination

- a) In the event of termination of the Customer Agreement, the customer account shall be blocked as of the termination date and the Customer shall no longer have access to his customer account, the Services and the Customer Content.
- b) In the event of termination of the Customer Agreement, the Provider shall be entitled to irretrievably delete the data created in connection with the customer account upon expiry of any statutory retention periods 30 calendar days after the termination takes effect. For personal data, the regulations on data protection shall apply with priority, which may also provide for a shorter period for deletion.
- c) The Customer is obliged to export and save his data and Customer Content on his own responsibility in due time before termination of the Customer Agreement or expiry of the aforementioned period.

## 13. Warranty

The Provider shall not assume any warranty for material defects and defects of title for BMG Online Portal and the Services, except in cases where the Provider has fraudulently concealed the respective material defect or defect of title.

## 14. Liability

14.1 The Provider shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of applicable Product Liability Acts, (iii) to the extent of a guarantee assumed by the Provider, and (iv) in the event of injury to the life, body or health of a person.

14.2 In the case of negligently caused damage to property and financial loss, the Provider shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage that was foreseeable and typical for the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterizes the contract and on which the Customer may rely.

- a) Notwithstanding the provision in Section 14.1, the liability of the Provider in the event of negligent breach of a material contractual obligation proven by the Customer shall be limited in the amount as follows for all cases of damage occurring in the same contract year:
- b) The maximum amount of liability per contract year shall not exceed 100,000 Euros.
- c) If the maximum liability amount is not reached in a contract year, the maximum liability amount shall not be increased in the following contract year. A contract year in the above sense is the first period of twelve months from the time of registration and each subsequent twelve-month period.

14.3 Statutory limitations of liability, which deviate from the above liability regulations in favor of the Provider, shall remain unaffected.

14.4 The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of the Provider and to the personal liability of employees, representatives and bodies of the Provider as well as to claims for reimbursement of expenses.

## 15. Indemnification

The Customer indemnifies the Provider in the event of a claim due to an alleged or actual infringement and/or violation of third party rights from all third party claims, including damages arising therefrom (e.g., costs for appropriate legal defense), resulting from actions of the Customer in connection with the use of BMG Online Portal and the Services, unless Customer is not responsible for the claim.

## 16. Data Protection

All information on the processing of personal data can be found in the Provider's data protection notice. It is available at <https://www.boschmanufacturingsolutions.com/data-protection-notice/>.

## 17. Confidentiality

17.1 "Confidential Information" shall mean all information and documents of the other party which

are marked as confidential or which are to be regarded as confidential according to the circumstances, in particular information on operational processes, business relationships and know-how.

17.2 The parties agree not to disclose Confidential Information, unless otherwise expressly stated in these Terms of Use. This obligation continues for a period of 5 years after termination of the Customer Agreement. For trade secrets within the meaning of Directive (EU) 2016/943 the confidentiality obligation remains unaffected also for the period after 5 years as long as the respective information does qualify as trade secret.

17.3 The parties shall only grant access to Confidential Information to those bodies or employees or bodies or employees of affiliated companies within the meaning of Sections 15 and following German Stock Corporation Act (*Aktiengesetz*) who have previously been subject to confidentiality obligations corresponding to the confidentiality obligations of these Terms of Use. A transfer to other third parties is only permitted if they are bound to secrecy by professional secrecy. Furthermore, the parties will only disclose the Confidential Information to those employees and other third parties who need to know in order to comply with these Terms of Use and - as far as employees are concerned - will oblige such employees to maintain confidentiality to the extent permitted by employment law even after they have left the company.

17.4 Excluded from the foregoing obligations of confidentiality is such Confidential Information

- a) which was demonstrably already known to recipient at the time of the conclusion of these Terms of Use without breach of any contractual or statutory duty of confidentiality, or become lawfully known to recipient thereafter from a third party without being subject to any duty of confidentiality,
- b) which is publicly known at the time of conclusion of the Customer Agreement or are made publicly known thereafter, unless this is based on a breach of the Customer Agreement,
- c) which has been independently developed by a party independently of any Confidential Information obtained under Terms of Use,
- d) which must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permitted and possible, the recipient subject to the disclosure obligation will give prior notice to the other party,
- e) which is disclosed by one party with the prior written consent of the other party.

17.5 Publications relating to the subject matter of the Terms of Use are only permitted with the consent of both parties. For publications concerning the Provider, the regulations at:

<https://brandguide.bosch.com/document/78/en#/the-brand-management/brand-positioning>

must be observed.

17.6 Customer agrees not to carry out any observation, examination, dismantling or reverse engineering of BMG Online Portal and the Services without the prior consent of Provider, unless BMG Online Portal and the Services are publicly available. Customer is not entitled to disassemble, decompile or translate received software into any other code form, without prejudice to the Customer's mandatory copyright rights under Articles 5 and 6 of EU Directive 2009/24/EC (exceptions to acts requiring consent and decompilation).

## 18. Export Control and Customs

18.1 Each party is entitled to refuse to perform its obligations under these Terms of Use insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to these Terms of Use ("**Foreign Trade Law**"). In such cases, either party is entitled to terminate these Terms of Use to the extent necessary. If a partial performance is excluded for technical or legal reasons or if a party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.

18.2 If the fulfilment of the contract is delayed due to approval, authorization or similar requirements under Foreign Trade Law (hereinafter collectively referred to as "**Authorization**"), agreed delivery periods and delivery dates shall be extended/postponed accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be refused or not be granted within three (3) months from the date of application, either party shall be entitled to terminate these Terms of Use, in any case to the extent that the fulfilment of the contract requires the Authorization. If a partial performance is excluded for technical or legal reasons or if a party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.

18.3 Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance to Section 18.1 or delay in performance according to Section 18.2.

18.4 Upon Provider's request, Customer must provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on end customers/users, the destination and the intended end-use of BMG Online Portal and the Services. Provider, in its sole discretion, shall be entitled to withdraw from any contracts or to refuse the performance under these Terms of Use if the Customer does not provide the Provider with such information and documents within a reasonable period of time.

18.5 In the event that Customer provides software to any third party (specifically including any affiliate of the Customer), the Customer shall comply with

applicable Foreign Trade Law. Provider is entitled to refuse to perform its obligations under these Terms of Use and to terminate the license terms and conditions for cause if Customer breaches this obligation.

18.6 To the extent permitted by applicable law, Provider takes no liability for any claims of the Customer for damages related to or arising from Provider's refusal to perform obligations under these Terms of Use or termination of the Customer Agreement in accordance with Sections 18.1, 18.2, 18.4 und 18.5.

18.7 Any customs-cross-border provision of digital products (incl. related know-how, technology, or data) shall be made exclusively in electronic form.

### **19. Change of the Terms of Use**

19.1 The Provider is entitled to change or supplement these Terms of Use at any time with effect for the future if this is necessary due to legal changes or due to functional or technical developments of BMG Online Portal or the Services.

19.2 The Customer shall be notified of a change or addition at least six weeks before it takes effect on a permanent data carrier (e.g., by e-mail or paper printout). If the Customer does not object to the change or amendment within 30 days of the announcement of the change or amendment, this shall be deemed to be consent to the change or amendment ("*deemed consent*"); the Provider shall make separate reference to this in the announcement. The deemed consent does not apply to a change that affects a main service of the Customer Agreement if this would result in an unfavorable disproportion between service and consideration to the detriment of the Customer. In the event of an objection, the usage relationship shall be continued under the previous conditions.

19.3 Editorial changes to these Terms of Use, i.e., changes that do not affect the Customer Agreement, such as the correction of typing errors, shall be made without notifying the Customer.

### **20. Updates, Service Changes**

20.1 The Provider may provide updates to the Services, e.g., to close security gaps or to eliminate errors.

#### **20.2 Change of Service**

a) The Provider shall be entitled to change, supplement or discontinue the Services at any time or to limit the use of the Services for a limited period of time or to make them available against payment. The Customer shall not be entitled to maintain certain Services or parts thereof. The Provider will consider the legitimate interests of the Customer.

b) The Customer's claims to provision of the Services for reasons outside these Terms of Use shall remain unaffected. To the extent that the Customer is entitled to such claims for the provision of the Services, Sections 19.1 to 19.2 shall apply accordingly to any changes thereto.

### **21. Applicable Law, Place of Jurisdiction**

21.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN United Nations Convention on Contracts for the International Sale of Goods

21.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany.

### **22. Final provisions**

22.1 Operational disruptions caused by unavoidable events (i) beyond Provider's control, (ii) which could not be averted with reasonable effort, and (iii) which could not have been foreseen even when exercising with extreme care, and (iv) which make Provider's obligations under these Terms of Use considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions ("**Force Majeure**"), discharge Provider from its obligations under these Terms of Use for the duration of such an event plus a reasonable restart period.

22.2 Legally relevant declarations and notifications to be made to the Provider after the conclusion of the contract (e.g., setting of deadlines) shall be made in text form (letter, e-mail) to be effective).

22.3 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the remaining provisions.

**Robert Bosch Manufacturing Solutions GmbH**