

ROBERT BOSCH GMBH

General Terms and Conditions for the Temporary Licensing of Software Tools

For use in legal transactions with entrepreneurs, public law institutions and public law special funds hereinafter referred to as "Customer".

1. General Provisions

- 1.1 The temporary grant of license and the use of the SW tools (hereinafter referred to as the "Tool") entlisted in the offer of Robert Bosch shall exclusively be governed by the terms and conditions set forth hereafter. Licensee's general terms and conditions shall not apply (even if we have not explicitly objected to their applicability), unless we have expressly agreed to their applicability.
- 1.2 Oral agreements made prior to or upon execution of a contract must be confirmed by us in writing to be valid. Changes to a contract shall require written form. The same applies to changes made to the requirement of written form.

2. Scope of the Agreement

- 2.1 The licensed Tool comprises encoded computer software along with associated media and printed materials, documentation as well as a license key including a license certificate. For the purposes of this Agreement, any software amendment or enhancement provided to Licensee within the scope of maintenance services provided by us shall deem to be an integral part of the Tool.
- 2.2 System requirements for the operation of the Tool are specified in the offer. Installation of the Tool lies within Licensee's sphere of responsibility.

3. License Grant/Right to Use

- 3.1 Licensee may use the Tool only to calibrate software functions of electronic control units (ECUs). For the avoidance of doubt, Licensee's use of the Tool shall be restricted to purposes associated with Bosch ECUs only.
- 3.2 Unless otherwise specified in the offer, Licensee is granted a **temporary**, non-exclusive, non-transferrable and paid-up right to use the object code of the Tool for the purpose defined in the offer.
- 3.3 Unless otherwise agreed upon, this includes Licensee's right to install the Tool on one (1) personal computer to be accessed and operated by employees of Licensee (single user license). The detailed scope of the license, in particular time limitation and the amount of licenses acquired by Licensee, is defined in the offer and will be documented in the license certificate provided with the Tool.
- 3.4 Licensee may use the Tool to calibrate software functions of Bosch ECUs for purposes of Licensee's projects referred to in the offer, and to forward the results of such application work to us for integration in the ECUs then to be delivered by us or any affiliate of Bosch to Licensee.
- 3.5 Any assignment of Licensee's rights to use granted hereunder (including transfer or sublicensing to third parties) shall require our prior written approval.
- 3.6 Licensee shall not copy the program code of the Tool, and shall not reverse engineer, decompile, disassemble and/or perform any attempt to ascertain the source code of the Tool. §§ 69d, 69f of the German Copyright Act (Urhebergesetz) shall remain unaffected.
- 3.7 We may protect the Tool against unauthorized use by means of technical devices, such as dongles or program

interlocks. Licensee shall not remove or circumvent such safety device.

4. Maintenance/Defect Remediying

- 4.1 The license fees stated in the offer comprise the provision of maintenance services as further described in this section 3 for the period set forth in the offer.
- 4.2 The maintenance services for the Tool comprise support via telephone and e-mail, diagnosis and correction of defects, and provision of new, generally available Tool versions and updates. The aforementioned maintenance services shall only be provided for the respective Tool referred to in the offer.
- 4.3 We will enhance the Tool in terms of quality and state of the art technology and will adapt it with respect to altered circumstances and conditions. During the agreed maintenance period, we will provide Licensee with updates resulting from such enhancements and adaptations. We will inform Licensee about new updates and program enhancements or will release such information on the website mentioned in the license certificate.
- 4.4 Defect remediying will normally be provided through delivery of software updates. As a condition for defect remediying an error must be reproducible and must occur in the latest version/update used by Licensee. Licensee will provide us with all information and documentation necessary for such defect remediying.
- 4.5 If, due to a defect of the Tool, Licensee is not able to execute urgent, not to be delayed tasks, we will provide Licensee with a workaround to circumvent the defect, provided that such workaround could be allocated by means of a reasonable investment of time, effort and cost.

5. Liability

- 5.1 We shall be fully liable for damages arising from the use of the Tool and pay damages and compensation of wasted expenditures in case of wilful misconduct or gross negligence by its legal representatives or auxiliary agents.
- 5.2 In case of slight negligence, our liability shall be limited to damages that are typical for that type of contract and that had been foreseeable. Such liability shall however be capped at a cumulative amount of 20% (twenty per cent) of the license fee paid to us under this Agreement. Any liability for loss of profit and/or service interruption shall be excluded in case of slight negligence.
- 5.3 The aforementioned exclusion and cap shall not apply for damages and losses resulting from personal or bodily injuries and death as well as in cases where we have assumed a guarantee with respect to specific properties of the Tool.
- 5.4 Our liability under the German Product Liability Act shall remain unaffected.

6. Infringement

- We shall be liable for claims arising from an infringement of any third party intellectual/industrial property rights by the Tool as provided in this section 6:
- 6.1 Our liability shall be excluded, if such intellectual/industrial property right is owned by Licensee or by an enterprise in which Licensee holds directly or indirectly the majority of shares or voting rights. Our liability shall also be excluded if the relevant intellectual/industrial property right has neither been published by the European Patent Office nor in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.
 - 6.2 Licensee is obliged to notify us immediately of any (alleged) infringements and/or respective risk, and will

allow us – as far as possible - to conduct the (extrajudicial or judicial) litigation.

- 6.3 We may either obtain a license for that part of the Tool found to be infringing, or to modify such Tool as to render it non-infringing, or to replace it with a non-infringing version with comparable functionalities. In case we are unable to implement either of the foregoing alternatives, Licensee may rescind from or terminate this Agreement in accordance with applicable law. We reserve the right to conduct aforesaid measures also in cases where the infringement is not yet conclusively determined, or not yet acknowledged by us.
- 6.4 We shall have no obligation regarding any claim if the infringement of the intellectual/industrial property right lies within Licensee's sphere of responsibility, or Licensee has not supported us to a reasonable extent in the defense against third party claims.
- 6.5 Moreover, we shall not be liable if the alleged infringement results from the combination of the Tool with other software tools or work not delivered by us, or the Tool is used in a manner not foreseeable by us.
- 6.6 We shall not be responsible and liable for any infringement of a third party industrial/intellectual property right caused by the results generated from the use of the Tool.
- 6.7 Claims on account of an infringement of third party intellectual/industrial property rights other than those governed by this section 6 as well as section 5 above shall be excluded. Any liability resulting from applicable mandatory law shall, however, remain unaffected.

7. Warranty

Unless otherwise agreed upon, we do not assume warranty with respect to any technical and/or commercial result pursued by Licensee. Furthermore we shall not be responsible for the results obtained from the use of the Tool.

8. Confidentiality

- 8.1 Licensee shall keep confidential, and not disclose to third parties in whole or in part, any information relating to the Tool received hereunder.
- 8.2 The confidentiality obligation shall not apply to such information for which evidence has been furnished that it:
- is publicly known at the time of disclosure by one Party or, through no wrongful act of the receiving Party, becomes publicly known thereafter, or
 - is already known to the receiving Party prior to such disclosure or is after such disclosure lawfully obtained from a third party without any obligation to keep confidential, or
 - has been or is developed by the receiving Party independent of any such information disclosed by the other Party.
- 8.3 The confidentiality obligation set forth in this section shall survive for a period of ten (10) years from the end of the Agreement term.

9. Term/Termination

- 9.1 The License Agreement shall become effective after it has been duly signed by both Parties hereto, and shall – unless otherwise agreed upon in the offer – expire on the third anniversary of aforesaid date. Upon termination of this Agreement Licensee's right to use the Tool shall expire automatically. Licensee shall return all copies of the Tool to us or shall – upon request – delete and/or destroy such copies and provide us with sufficient evidence thereof.

- 9.2 Each Party is entitled to terminate this Agreement for good cause without notice, e.g. if one Party fails to meet its contractual/post contractual obligations hereunder even after expiration of a reasonable grace period provided by the terminating party in writing. Notice of termination must be provided in writing.

10. Export Control

- 10.1 Deliveries and services (contractual performance) shall be subject to the proviso that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. Licensee undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures render deadlines and delivery dates inapplicable. If necessary approvals are not granted or if the delivery and service are not capable of being approved, the contract shall be considered not concluded with respect to the parts affected.
- 10.2 We shall have the right to terminate the contract without notice if such termination is necessary for us in order to comply with national or international legal provisions. In the event of such termination, Licensee is excluded from raising a claim for any damage or other rights on account of the termination.
- 10.3 When passing on the TOOL – provided passing on of the TOOL is permitted under the provisions of this Agreement – (including respective documents and technical support of all kinds) to third parties in Germany and abroad, Licensee must comply with the respectively applicable provisions of national and international (re-) export control law.

11. Miscellaneous

- 11.1 In the event that any provision of this agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect. The parties shall replace the invalid provision by an effective ruling that approximates most closely the economic content pursued by the ineffective provision.
- 11.2 This Agreement shall be governed and construed by the substantive laws of Germany excluding the conflict of law regulations. The stipulations of the United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 11.3 All disputes arising out of or in connection with this Agreement shall be settled in a final manner by a Court of Arbitration to be convened at Stuttgart. The Court of Arbitration shall consist of three arbitrators. The chairman of the Court of Arbitration shall be a fully qualified lawyer. The Court of Arbitration shall act on the basis of the Rules of Arbitration (Edition 2012) of the International Chamber of Commerce, Paris. The Code of Civil Procedure of Germany shall supplement said Rules.

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