

L.OS Platform Terms of Use

Date: July 1, 2023

Bosch Mobility Platform & Solutions LLC, 38000 Hills Tech Dr., Farmington Hills, MI 48331, USA, operates a cloud-based digital service platform for logistics fleets management under www.l-os.com where users can offer and purchase digital logistics solutions on a digital marketplace utilizing platform services provided by the L.OS Platform. These terms and conditions govern access to the L.OS Platform and use of the Platform Services by Platform Users.

The L.OS Platform and the Platform Services may be used for business purposes only, specifically excluding personal use.

1. Definitions

- 1.1 **“Access Credentials”** means one or more combinations of usernames and passwords used to access an Account.
- 1.2 **“Account”** means the authorization of Platform User to access the L.OS Platform.
- 1.3 **“Affiliated Company”** means an entity that controls, is controlled by, or is under common control with a Party, where “control” means the direct or indirect holding of more than 50% of equity ownership or voting rights.
- 1.4 **“Authorized Representatives”** means Platform User's employees, consultants, contractors, and agents who are authorized by Platform User to access and use the Offerings under the rights granted to Platform User pursuant to the Platform User Agreement, any Paid Platform Service Subscription or the Solution Provider Agreement, as applicable.
- 1.5 **“Confidential Information”** means all tangible or intangible information which is marked as confidential or which should reasonably be understood to be confidential given its nature and the circumstances of its disclosure, including, without limitation, any information about operational processes, business relationships and know-how including non-public information regarding the availability, performance or functionality of the L.OS Platform and the Platform Services.
- 1.6 **“Content”** means all content available through the L.OS Platform, such as software (including source code), software functionalities, APIs, data, text, audio, video or images, including documentation, sample code, software libraries, command line tools, proofs of concept, templates, and other related technology.
- 1.7 **“Customer Management”** is a Free Platform Service and means software functionalities provided within the L.OS Portal, which provide an overview of active L.OS Solution Agreements and, if applicable, related invoices and payment information.
- 1.8 **“Customer”** means L.OS Solution Customer and Paid Platform Service Customer.
- 1.9 **“Dashboard”** is a Paid Platform Service and means SaaS applications for Paid Platform Service Customers which utilize Integrated Solution Data from Integrated L.OS Solutions of different L.OS Solution Providers to generate value-added overviews, aggregations and analytics.
- 1.10 **“Direct Invoicing”** means a process in which L.OS Solution Providers personally manage the invoicing of L.OS Solution Fees. Under this invoicing model, L.OS Solution Providers assume direct responsibility for generating and issuing the invoices associated with L.OS Solution Fees.
- 1.11 **“Direct Payment”** means a process in which L.OS Solution Providers personally manage the collection and processing of payments for L.OS Solution Fees. With Direct Payment, L.OS Solution Providers assume direct responsibility for receiving and processing payments for L.OS Solution Fees.
- 1.12 **“Fee”** means L.OS Solution Fee and Paid Platform Service Fee.
- 1.13 **“First Level Support”** is a Free Platform Service and means the support services provided by Platform Operator to Platform Users pursuant to Sections 9.1 and 9.2.
- 1.14 **“Foreign Trade Law Authorization”** means any approval, authorization or similar requirements under Foreign Trade Law.
- 1.15 **“Foreign Trade Law”** means any foreign trade law including, without limitation, national and international (re-)export control and customs laws and regulations, including embargos and other sanctions, which is – in accordance with such law – applicable to the Platform User Agreement, any Paid Platform Service Subscription, the Solution Provider Agreement, the L.OS Platform or generally the Offerings.

- 1.16 **“Free Platform Service Description”** means the description of the technical functionalities of a Free Platform Service in terms of specifications, quantity, performance data, performance period, quality etc., including details regarding applicable system requirements and – where relevant - technical and organizational data protection measures as well as subcontractors used by Platform Operator and their respective services.
- 1.17 **“Free Platform Services”** means the integrated core platform services as further described in Section 6, provided by Platform Operator free of charge and available for use upon successful conclusion of the Platform User Agreement. For the purposes of these L.OS Platform ToU, Free Platform Services do not include Paid Platform Trial Services, which are, however, provided free of charge.
- 1.18 **“Indirect Tax”** means value added tax (VAT), goods and services tax (GST), sales tax or any other tax of a similar nature in whatever jurisdiction, which may be substituted or levied in addition to it.
- 1.19 **“Integrated L.OS Solution”** means a L.OS Solution integrated with the L.OS Platform by way of the Integration Service.
- 1.20 **“Integrated Solution Data”** means the data output generated by Integrated L.OS Solutions.
- 1.21 **“Integration Service”** is a Paid Platform Service and means software functionalities and services for L.OS Solution Providers that enable data exchange between L.OS Solutions and the L.OS Platform as well as between L.OS Solutions of different L.OS Solution Providers via the L.OS Platform through the technology and use of common data exchange interfaces to facilitate compatibility and interaction between such L.OS Solutions.
- 1.22 **“Invoice Management”** is a Free Platform Service and means the services provided by L.OS Platform Operator to manage the invoicing process towards L.OS Solution Customers including the generation and issuance of invoices for L.OS Solution Fees.
- 1.23 **“L.OS Data Processing T&Cs”** means Platform Operator’s standard data processing terms and conditions applicable to any processing by Platform Operator of any personal data in connection with such Platform User’s use of the L.OS Platform and Platform Services.
- 1.24 **“L.OS Integration Service Terms”** means the additional terms and conditions governing the provision of Integration Services by Platform Operator to L.OS Solution Providers.
- 1.25 **“L.OS Listing Terms for Solution Providers”** means the additional terms and conditions governing the legal relationship between L.OS Solution Provider and Platform Operator.
- 1.26 **“L.OS Marketplace”** is a Free Platform Service and means the digital marketplace for L.OS Solutions and Paid Platform Services available on the L.OS Platform enabling L.OS Solution Providers to offer and sell L.OS Solutions to L.OS Solution Customers.
- 1.27 **“L.OS Platform ToU”** means these terms and conditions governing access to the L.OS Platform and use of the Platform Services.
- 1.28 **“L.OS Platform”** means the cloud-based digital logistics service platform operated by Platform Operator under www.l-os.com.
- 1.29 **“L.OS Portal”** is a Free Platform Service and means a set of software functionalities to facilitate standard customer-related activities for L.OS Solution Providers in connection with their offering of L.OS Solutions on the L.OS Marketplace, including for example Customer Management and Invoice Management.
- 1.30 **“L.OS Solution Agreement”** means the specific agreement for the provision of a L.OS Solution entered into between a L.OS Solution Provider and a L.OS Solution Customer.
- 1.31 **“L.OS Solution Customer”** means a Platform User who purchases L.OS Solutions from a L.OS Solution Provider on the L.OS Marketplace.
- 1.32 **“L.OS Solution Description”** means the description of the technical functionalities of the respective L.OS Solution as provided by L.OS Solution Provider (e.g. specifications, quantity, performance data, performance period, quality, applicable system requirements).
- 1.33 **“L.OS Solution Fee”** means the fee, if any, determined by L.OS Solution Provider as remuneration for the provision of a L.OS Solution.
- 1.34 **“L.OS Solution Provider”** means a Platform User who operates, maintains and provides a L.OS Solution and has accepted the L.OS Listing Terms for Solution Providers.
- 1.35 **“L.OS Solution Terms”** means the separate, specific terms and conditions provided by a L.OS Solution Provider to a L.OS Solution Customer, governing the provision of the relevant L.OS Solution.
- 1.36 **“L.OS Solutions Integration”** is a Free Platform Service for L.OS Solution Customers

and means a service that enables data exchange between Integrated L.OS Solutions via the L.OS Platform to facilitate compatibility and interaction between L.OS Solutions.

- 1.37 **“L.OS Solutions”** means any software applications, software functionalities, hardware products, works, services, trainings or any other goods and services individually or in any combination as described in the relevant L.OS Solution Descriptions, developed, owned, operated, maintained and made available to L.OS Solution Customers by a L.OS Solution Provider on the L.OS Marketplace. For the purposes of these L.OS Platform ToU L.OS Solutions include L.OS Trial Solutions.
- 1.38 **“L.OS Trial Solutions”** means L.OS Solutions provided free of charge for trial and evaluation purposes during the Trial Period.
- 1.39 **“L.OS”** means Logistics Operating System.
- 1.40 **“Listing”** means the placement of a specific L.OS Solution by a L.OS Solution Provider on the L.OS Marketplace in his own name subject to the terms of the Solution Provider Agreement.
- 1.41 **“Offering Information”** means information about the essential features of the respective Offering, the Fee, the payment terms, duration, termination notice periods and other details (e.g. for Trial Services); Offering Information includes the relevant L.OS Solution Description or Paid Platform Service Description, respectively.
- 1.42 **“Offerings”** means L.OS Solutions and Platform Services.
- 1.43 **“Paid Offerings”** means L.OS Solutions and Paid Platform Services.
- 1.44 **“Paid Platform Service Customer”** means a Platform User who subscribes to a Paid Platform Service.
- 1.45 **“Paid Platform Service Description”** means the description of the technical functionalities of a Paid Platform Service in terms of specifications, quantity, performance data, performance period, quality etc. and including details regarding applicable system requirements and – where relevant - technical and organizational data protection measures as well as subcontractors used by Platform Operator and their respective services.
- 1.46 **“Paid Platform Service Fee”** means the applicable service fee charged by Platform Operator for the provision of a specific Paid Platform Service.
- 1.47 **“Paid Platform Service Subscription”** means the specific agreement for the provision of a Paid Platform Service entered into between Platform Operator and a Paid Platform Service Customer subject to the applicable Paid Platform Service Terms.
- 1.48 **“Paid Platform Service Terms”** means separate terms and conditions, applied in addition to these L.OS Platform ToU, as provided by Platform Operator, governing the legal relationship between Platform Operator and Paid Platform Service Customer in relation to a specific Paid Platform Service.
- 1.49 **“Paid Platform Services”** means additional optional platform services offered to Platform Users by the Platform Operator against payment of a Paid Platform Service Fee (e.g. Dashboards, Integration Service). For the purposes of these L.OS Platform ToU, Paid Platform Services include Paid Platform Trial Services provided free of charge during the Trial Period.
- 1.50 **“Paid Platform Trial Service”** means a Paid Platform Service provided free of charge for trial and evaluation purposes during the Trial Period.
- 1.51 **“Party”** means, individually, each of Platform User and Platform Operator and **“Parties”** collectively refers to Platform User and Platform Operator.
- 1.52 **“Payment Management”** means the making available of payment processing services provided by Payment Services Providers engaged by Platform Operator to handle payment processing in connection with the L.OS Platform including collection and payment processing for L.OS Solution Fees from Customers.
- 1.53 **“Payment Services Provider”** means a third-party provider of electronic payment processing services.
- 1.54 **“Platform Operator Content”** means Content provided by Platform Operator.
- 1.55 **“Platform Operator”** means Bosch Mobility Platform & Solutions LLC, 38000 Hills Tech Dr., Farmington Hills, MI 48331, USA, as the operator of the L.OS Platform and provider of the Platform Services.
- 1.56 **“Platform Services”** means Free Platform Services and Paid Platform Services. Platform Services do not include L.OS Solutions.
- 1.57 **“Platform User Agreement”** means the legal agreement between Platform Operator and Platform User based on and incorporating these L.OS Platform ToU.
- 1.58 **“Platform User Content”** means Content provided by Platform User.

- 1.59 **“Platform User”** means a user of the L.OS Platform, e.g. L.OS Solution Providers and L.OS Solution Customers.
- 1.60 **“Registration Data”** means any information requested from Platform User during Registration, e.g. company name, address, indirect tax identification number (e.g. VAT identification number), telephone number, e-mail address and other financial, business or tax information.
- 1.61 **“Registration”** means the registration process set out in Section 4 required to be completed before Platform User’s Account is activated.
- 1.62 **“SaaS”** means a software application or functionality made available for use in a software as a service model.
- 1.63 **“Share”** is used as a verb and means the possibility for Platform User to post, upload, store, create, share, send or display Platform User Content on the L.OS Platform to make it available to other Platform Users.
- 1.64 **“Single Sign-on”** is a Free Platform Service and means an identity management service that enables Customer’s seamless access to L.OS Solutions from Customer’s Account.
- 1.65 **“Solution Provider Agreement”** means the agreement between L.OS Solution Provider and Platform Operator governing the Listing of L.OS Solutions formed by L.OS Provider’s completion of the L.OS Solution Provider registration process and acceptance of the L.OS Listing Terms for Solution Providers including, at L.OS Solution Provider’s option, the L.OS Integration Service Terms.
- 1.66 **“Solutions Management”** is a Free Platform Service and means software functionalities that allow the management (e.g. cancellation, renewal, overview) of purchased L.OS Solutions and the underlying L.OS Solution Agreements by Customer.
- 1.67 **“Third Party Content”** means Content provided by a third party other than Platform Operator or in conjunction with the L.OS Solutions. Third Party Content includes L.OS Solutions.
- 1.68 **“Transaction”** means L.OS Solution Agreement and Paid Platform Service Subscription.
- 1.69 **“Trial Period”** means a limited period of time specified in the Offering Information for a specific Trial Service.
- 1.70 **“Trial Services”** means L.OS Trial Solutions and Paid Platform Trial Services.
- 1.71 **“Usage Data”** means any machine data (e.g. sensor or other machine data), and/or any system data (e.g. log files, information on utilization or availability), automatically transmitted through or generated by the L.OS Platform and Platform Services.
- 1.72 **“Widgets”** are a Free Platform Service and mean SaaS applications which display Integrated Solution Data in a more functional manner giving insights/highlights of critical information.
- 1.73 **“Year”** means an initial period of twelve months from the date of conclusion of the Platform User Agreement and any subsequent twelve-month period.
- 2. Scope**
- 2.1 These L.OS Platform ToU apply to Platform User’s access to the L.OS Platform and the use of Free Platform Services.
- 2.2 The use of Paid Platform Services is subject to the applicable Paid Platform Service Terms, which apply in addition to these L.OS Platform ToU. In case of conflicts between the provisions of these L.OS Platform ToU and Paid Platform Service Terms, the latter shall take precedence.
- 2.3 The Listing of L.OS Solutions on the L.OS Marketplace is subject to a separate Solution Provider Agreement, which applies in addition to these L.OS Platform ToU. In case of conflicts between the provisions of these L.OS Platform ToU and the Solution Provider Agreement, the latter shall take precedence.
- 2.4 Terms and conditions of Platform User deviating from or in conflict with these L.OS Platform ToU, the L.OS Listing Terms for Solution Providers, the L.OS Integration Service Terms, the Paid Platform Service Terms and the L.OS Data Processing T&Cs shall not apply, even if Platform Operator does not expressly object to such terms and conditions.
- 3. Conclusion of Platform User Agreement**
- 3.1 The Platform User Agreement is concluded upon completion of the Registration (Section 4) by Platform User and activation of an Account by Platform Operator.
- 3.2 If Platform User is a natural person, such person warrants that she/he is legally competent of entering into a contract (e.g., is not a minor as defined by applicable law or regulation).
- 3.3 Upon conclusion of the Platform User Agreement, Platform User may access the L.OS Platform and use the Free Platform Services.

4. Account, Registration

- 4.1 Access to the L.OS Platform requires an Account, which Platform Operator makes available to Platform User upon Registration.
- 4.2 Registration may require the use of an authentication service (e.g. Bosch ID, SingleKey ID, Apple ID or Google account). The terms and conditions of such authentication service are outside the scope of these L.OS Platform ToU and Platform Operator is not responsible for such authentication service(s).
- 4.3 Platform User will be asked to provide Registration Data. Registration Data must be provided completely and correctly. Platform User shall keep Registration Data up to date during the term of the Platform User Agreement. Registration of a legal entity may only be carried out by an authorized representative, who must be named.
- 4.4 To complete the Registration and submit Registration Data, Platform User must accept these L.OS Platform ToU.
- 4.5 By providing Registration Data, Platform User submits an offer to Platform Operator to enter into a Platform User Agreement. The activation of Platform User's Account shall be deemed acceptance by the Platform Operator.
- 4.6 Platform Operator reserves the right to verify the identity of Platform User upon submission of Registration Data or at any later point in time, for example by requiring Platform User's confirmation via an (i) activation link sent to Platform User's e-mail address, or (ii) a code sent to a mobile phone number submitted by Platform User. Until Platform User has provided the required verification, Platform User's Account will remain blocked. If Registration is not fully completed or completed incorrectly, Platform Operator reserves the right to delete any incomplete Registration Data.
- 4.7 Platform Operator in its sole discretion reserves the right to reject any Registration.
- 4.8 Accounts are not transferable.
- 4.9 To the extent that Platform Operator offers the corresponding functionality, Platform User may create multiple Access Credentials for Authorized Representatives to permit access to Platform User's Account. Platform User warrants that all Authorized Representatives provided with Access Credentials will comply with these L.OS Platform ToU as amended from time to time and applicable law and that they are authorized to act on behalf of Platform User. Upon establishment of

individual Access Credentials for an Authorized Representative, all actions of such Authorized Representative will be attributed to Platform User.

- 4.10 Platform User shall (i) handle all Access Credentials associated with the Account with care, (ii) not disclose such Access Credentials any third party, and (iii) not allow third parties to access the Account. Platform User is responsible and liable for all activities that take place on Platform User's Account. Platform User shall immediately change the Access Credentials for Platform User's Account if Platform User has reason to believe that Access Credentials may have become known to unauthorised persons.

5. L.OS Platform Access and Availability

- 5.1 Access to the L.OS Platform and the Platform Services is browser-based. In addition, Platform Operator may, at its sole discretion, provide access through a mobile app for use on compatible mobile devices such as smartphones or tablets. Individual functionalities may be restricted depending on the type of access.
- 5.2 Platform Operator will use commercially reasonable efforts to ensure uninterrupted access to the L.OS Platform and the use of Platform Services. However, unless otherwise stipulated in the applicable Paid Platform Service Terms, Platform Operator does not warrant, and Platform Users are not entitled to uninterrupted access to the L.OS Platform or use of the Platform Services.

6. Platform Services

- 6.1 The type and scope of Free Platform Services as offered by Platform Operator from time to time are described at www.l-os.com and in the Free Platform Service Descriptions.
- 6.2 Free Platform Services include the provision of the L.OS Marketplace, Single Sign-on, L.OS Solutions Integration, First Level Support, Solutions Management, Invoice Management, Payment Management, the L.OS Portal, Customer Management as well as other Platform Operator Content and Widgets.
- 6.3 Platform Operator may change, supplement or discontinue Free Platform Services at any time or limit the use thereof to a certain period of time or convert them into Paid Platform Services.
- 6.4 The type and scope of Paid Platform Services as offered by Platform Operator are described at www.l-os.com and in the applicable Paid Platform Service Descriptions.

- 6.5 Paid Platform Services include Dashboards and the Integration Service.
- 6.6 Paid Platform Service Subscriptions are subject to the applicable Paid Platform Service Terms and are made available through a separate ordering process or on the L.OS Marketplace.
- 6.7 Platform User is responsible for providing and maintaining the technical system requirements necessary in Platform User's sphere of responsibility to access the L.OS Platform and use the Platform Services (e.g. necessary hardware, software (e.g. web browser), mobile devices, internet access).
- 6.8 In the event that Platform Operator offers a mobile app to access the L.OS Platform and use Platform Services, Platform User may download and install the mobile app on compatible mobile devices such as smartphones or tablets via the respective app store. Details on technical requirements, functionalities and operating instructions are available in the respective app store. The operating instructions serve only to describe the service and contain neither agreements on quality nor guarantees.
- 6.9 Platform Operator has the right to have the Platform Services performed by third parties (including Platform Operator's Affiliated Companies) as subcontractors.

7. L.OS Solutions

- 7.1 The type and scope of L.OS Solutions offered by L.OS Solution Providers are described at www.l-os.com and in the applicable L.OS Solution Descriptions.
- 7.2 Platform User can purchase L.OS Solutions on the L.OS Marketplace.
- 7.3 L.OS Solutions are made available by L.OS Solution Providers in their own name and on their own account subject to the applicable L.OS Solution Terms provided during the purchasing process.
- 7.4 Orders for L.OS Solutions by Platform User on the L.OS Marketplace constitute binding offers by Platform User. Such offers will be forwarded to the respective L.OS Solution Provider.
- 7.5 L.OS Solution Agreements are solely entered into between L.OS Solution Customer and the respective L.OS Solution Provider. Platform Operator is not a party to such agreement and does not assume any responsibility or liability for L.OS Solution Agreements. Platform Operator does not act as a representative of L.OS Solution Providers. L.OS Solution Provider is solely responsible for the provision

of the respective L.OS Solutions and any claims or issues arising out of or in connection with the L.OS Solution Agreements, despite Platform Operator being the technical operator of the L.OS Platform and the L.OS Marketplace and serving as a technical service provider to L.OS Solution Providers. This does not entitle L.OS Solution Customer to any claims against Platform Operator. Platform Operator does not assume any liability or provide any warranty for (i) the correctness and completeness of any information or statements made by L.OS Solution Providers and/or (ii) the L.OS Solutions provided by L.OS Solution Providers.

- 7.6 The L.OS Platform may allow L.OS Solution Customers to provide reviews and ratings of L.OS Solutions. In such case each L.OS Solution Customer shall provide objective and accurate information in its submitted reviews. The posting of reviews by a L.OS Solution Provider for its own L.OS Solutions is not permitted, nor is it permitted to provide reviews and ratings against compensation. Reviews and ratings qualify as Third Party Content, such Third Party Content is not reviewed by Platform Operator and may be inaccurate or misleading. Any manipulations, for example any attempt to artificially increase or lower a rating score, is prohibited. In case Platform User detects any review and rating manipulation, Platform User shall contact Platform Operator to report such manipulation.

8. General rules for Transactions

- 8.1 Transactions may require Platform User to provide additional data, e.g., credit card information, company name, tax-id etc., in order to set up a billing profile.
- 8.2 As part of the Transaction process, Platform User will be provided with the respective Offering Information by Platform Operator.
- 8.3 The availability of a Paid Offering on the L.OS Marketplace or the L.OS Platform does not constitute a binding offer by L.OS Solution Provider or Platform Operator, as applicable, but is merely an invitation to Platform User to make an offer to enter into a Transaction (*invitatio ad offerendum*). The respective Transaction only takes effect upon L.OS Solution Provider's (in case of L.OS Solutions) or Platform Operator's (in case of Paid Platform Services) acceptance of Platform User's offer. Such acceptance can be made explicitly, e.g., through contract confirmation by e-mail or by provision of the Paid Offering.
- 8.4 Transaction details (consisting of the Offering

Information and the applicable L.OS Solution Terms or Paid Platform Service Terms, respectively) will be sent to Platform User by Platform Operator on a permanent data carrier (e.g., e-mail).

- 8.5 Trial Services may be available for test purposes for limited Trial Periods. Platform Operator and L.OS Solution Providers shall label Trial Services in an appropriate form, e.g. as “Trial Service”, “Demo Version”, “Beta Version”, “Limited Use” or “Free”. Trial Services may be used for trial and evaluation purposes only and are not intended for production or any other commercial use. Customers are not entitled to an uninterrupted or error-free use of Trial Services. Unless covered by a valid Transaction, Trial Services may be discontinued at any time without notice and there is no obligation to make Trial Services available as a full commercial service.

9. Support

- 9.1 Platform Operator provides First level Support in English language 24 hours per day, every day of the week throughout the year (24/7/365), available through its helpdesk via telephone under 855 699 3399, by e-mail via help.l-os@bosch.com, or through the web format at <https://www.us.l-os.com/customerSupport>
- 9.2 First Level Support comprises receiving incident reports from Platform Users regarding access to the L.OS Platform and the use of Platform Services as well as from L.OS Solution Customers regarding their use of L.OS Solutions. Upon receipt, incident reports will be reviewed to determine the service category to which they relate and then forwarded to either Platform Operator’s second-level support (for Platform Services) or the respective L.OS Solution Provider (for L.OS Solutions) for further processing. L.OS Operator’s second level support or L.OS Solution Provider, respectively, will then be responsible for further analyzing and processing the incident.
- 9.3 L.OS Solution Providers are solely responsible for all incidents, errors, defects, or any other issues associated with their L.OS Solutions, and for providing support for their L.OS Solutions beyond First Level Support. Except for First Level Support, Platform Operator has no obligation to provide any additional support or assistance about L.OS Solutions. L.OS Solution Providers are solely responsible for providing maintenance and support services for their L.OS Solutions to their L.OS Solution Customers.

10. Intellectual Property, Usage rights, Platform Operator Content

- 10.1 All rights in the L.OS Platform, the Platform Services and Platform Operator Content are exclusively owned by Platform Operator or its licensors and are protected by copyright or other intellectual property rights. The compilation of L.OS Platform Content as such is also protected by copyright.
- 10.2 Platform Operator grants to Platform User a limited, non-exclusive, non-sub-licensable, revocable and non-transferable right to access the L.OS Platform and use the Free Platform Services and Platform Operator Content for Platform User’s own internal business purposes, solely in accordance with these L.OS Platform ToU, during the term of the Platform User Agreement.
- 10.3 Except as set forth herein, no license or other right is granted by Platform Operator to Platform User. Platform User is prohibited from copying, distributing and/or publishing Platform Operator Content.
- 10.4 Platform Operator is the sole owner of Usage Data and may use and exploit it in anonymous form for any purpose in accordance with the applicable statutory provisions.

11. Integrated Solution Data

- 11.1 Customer acknowledges and accepts that Customer’s use of the L.OS Solutions Integration, Paid Platform Services and Widgets rely on the accessibility and availability of Integrated Solution Data.
- 11.2 For the purpose of providing the L.OS Solutions Integration, Paid Platform Services and Widgets for use by Customer, Customer hereby
- permits Platform Operator, Platform Operator’s subcontractors and L.OS Solution Providers to access Customer’s L.OS Solutions and to retrieve and transmit Integrated Solution Data; and
 - grants to Platform Operator, Platform Operator’s subcontractors and L.OS Solution Providers the right to use Integrated Solution Data, in particular the right to transmit, reproduce and modify Integrated Solution Data.
- 11.3 Customer hereby grants to Platform Operator a non-exclusive, irrevocable, sub-licensable, worldwide right, perpetual, to use and exploit Integrated Solution Data in anonymous form for any purpose in accordance with any applicable laws or regulations.
- 11.4 Customer warrants that

- a) it is entitled to permit access to Integrated Solution Data;
 - b) it holds all rights to Integrated Solution Data required for the granting of rights under these L.OS Platform ToU; and
 - c) Integrated Solution Data does not violate these L.OS Platform ToU or applicable laws and regulations and does not infringe the intellectual property of third parties.
- 11.5 Platform Operator has the right to immediately suspend Customer's use of the L.OS Solutions Integration, Paid Platform Services and Widgets, if it has reason to believe, based on reasonable grounds, that the Integrated Solution Data is unlawful and/or infringes third-party rights. Such reasonable grounds shall for example exist when courts, authorities and/or other third parties notify Platform Operator of such unlawfulness and/or infringement. Platform Operator shall then notify Customer of the suspension, stating the reason for the suspension. The suspension shall be removed as soon as the suspicion has been refuted.
- 11.6 Platform Operator shall not be liable for any errors in Integrated Solution Data used for or included in the L.OS Solutions Integration, the Paid Platform Services or Widgets.
- 12. Platform User Content**
- 12.1 Platform Operator may enable Platform User to Share Platform User Content on the L.OS Platform, subject to the following provisions.
- 12.2 Platform User shall not Share any Platform User Content which, by its content, form, design or in any other way, violates these L.OS Platform ToU, applicable law or regulation, or morality or infringes the rights of third parties.
- 12.3 Platform Operator may prescribe rules of conduct for the Sharing of Platform User Content.
- 12.4 By Sharing Platform User Content, Platform User grants to Platform Operator a non-exclusive, irrevocable and unlimited right to use, modify and exploit Platform User Content, free of charge for the purpose of providing the L.OS Platform and the Offerings. The usage right is transferable and sub-licensable to third parties and granted without any geographical restrictions or restrictions in scope. This includes, but is not limited to, the right of reproduction, the right of distribution and the right of public reproduction, in particular the right of making available to the public. The Platform User remains the owner of Platform User Content.
- 12.5 Platform User hereby waives the right to author attribution.
- 12.6 To the extent that Platform Operator expressly offers the option of removing Shared Platform User Content, the aforementioned right of use and exploitation shall expire upon deletion of the relevant Platform User Content by Platform User. However, Platform Operator has the right to retain copies made for backup and/or verification purposes, subject to applicable data protection laws or regulations.
- 12.7 Platform User is responsible for Shared Platform User Content. Platform Operator is not responsible for checking the completeness, correctness, legality, quality and suitability for a particular purpose of Platform User Content.
- 12.8 Platform Operator is entitled to refuse Sharing of Platform User Content and/or to edit, block or remove Platform User Content already Shared without prior notice if the Sharing of Platform User Content by the Platform User or the Shared Platform User Content itself violates these L.OS Platform ToU, applicable law or morality or infringes third party rights.
- 13. Third Party Content**
- 13.1 L.OS Platform and the Platform Services may contain links to or otherwise display or make available Third Party Content.
- 13.2 Platform Operator does not check Third Party Content for completeness, correctness and legality and does not adopt it as its own. In particular, Platform Operator does not check security aspects in relation to Third Party Content. Therefore, Platform Operator does not provide any warranty for the completeness, correctness, legality and currentness of Third Party Content. The foregoing also applies with regard to the quality of 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.
- 13.3 Platform Operator will, at its sole discretion, investigate reasonable indications of violations of these L.OS Platform ToU or any illegality of individual Third Party Content or parts thereof and, if necessary, take appropriate measures to stop such violations. Specifically, Platform Operator will immediately remove illegal Third Party Content as soon as Platform Operator becomes aware of its illegality and insofar as this is technically possible.
- 14. Prohibited Activities**
- 14.1 Platform Users shall use the Platform

Services only in compliance with applicable laws and regulations. Any use for other purposes is prohibited. Unauthorized use includes but is not limited to:

- a) Offers and promotion of own or third-party paid services or Content other than L.OS Solutions;
- b) Offers, promotions and implementation of activities, such as prize competitions, raffles, barter transactions, advertisements or snowball systems;
- c) Collecting electronically or otherwise the identity and/or contact details (including e-mail addresses) of Platform Users (e.g., for sending unsolicited e-mails); and
- d) exploitation of Platform Services including the Content offered herewith in return for payment.

14.2 Platform User shall not use the L.OS Platform or the Offerings in violation of these L.OS Platform ToU or other applicable terms and conditions of Platform Operator, or any applicable laws or regulations, including, but not limited to copyright or trademark laws, antitrust and competition laws, Foreign Trade Law and data protection laws.

14.3 Any actions that are likely to impair the operation of the L.OS Platform or the Platform Services and/or the underlying technical infrastructure are prohibited. This includes, but is not limited to:

- a) the Sharing of Content that contains viruses, worms, malware, trojans or harmful properties;
- b) the use of software, scripts or databases not approved by Platform Operator in connection with the use of L.OS Platform or the Platform Services;
- c) the automatic reading, blocking, overwriting, modification, copying of data and/or other Content, except as necessary for the proper use of L.OS Platform or the Platform Services; and
- d) any activity to decrypt, decompile, disassemble, reconstruct, or otherwise attempt to discover the source code, of any software or proprietary algorithms used by Platform Operator to provide the L.OS Platform and the Platform Services, except as permitted under mandatory statutory law.

14.4 Upon becoming aware of an illegal, abusive or otherwise unauthorized use of the L.OS Platform or Platform Services, Platform User shall contact Platform Operator via e-mail to help.l-os@bosch.com. Platform Operator

shall then examine the matter and, if necessary, take appropriate steps.

14.5 In the event of significant breaches of duty for which Platform User is responsible, Platform Operator is entitled to terminate the Platform User Agreement for cause.

15. Suspension

15.1 Platform Operator may suspend Platform User's access to the L.OS Platform and the Platform Services if Platform Operator determines that:

- a) Platform User's use of the L.OS Platform or the use of the Platform Services (i) poses a security risk to the L.OS Platform and/or the Platform Services and/or a third party; (ii) adversely affects the L.OS Platform or the Platform Services or other Platform User's systems or content; (iii) violates applicable law or third-party rights; (iv) could subject Platform Operator, its Affiliated Companies or third parties to liability for damages; or (v) is fraudulent;
- b) Platform User violates the terms of the Platform User Agreement, a Paid Platform Service Subscription or the Solution Provider Agreement; or
- c) Platform User is in default of its payment obligations for more than 30 days.

15.2 Platform Operator will inform Platform User of a suspension by sending a notification to the e-mail address associated with Platform User's Account prior to the suspension, unless Platform Operator decides that it must act immediately due to urgency and is therefore unable to send a prior notification to Platform User.

15.3 Platform Operator shall lift the suspension as soon as Platform User has resolved the issue that led to the suspension.

15.4 Platform Operator's right to suspend Platform User's access to the L.OS Platform and the Platform Services is in addition to Platform Operator's right to terminate the Platform User Agreement for cause and to exercise any other remedies available to Platform Operator under applicable law.

16. Copyright Claims and Designated Agent.

16.1 It is the policy of Platform Operator to respond to claims of intellectual property infringement. Platform Operator will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512c2 DMCA and other applicable intellectual property laws.

16.2 Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Platform Operator's Designated Agent. Notification must be submitted to the following Designated Agent for the Website:

Robert Bosch, LLC
38000 Hills Tech Drive, Farmington Hills,
MI 48331

16.3 To be effective, the notification must be written communication that includes the following:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Platform Operator to locate the material;
- d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- f) A statement that the information in the notification is accurate, and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

16.4 *Counter-Notice.* If Platform User believes that Platform User's content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, Platform User may send a counter-notice containing the following information to the Designated Agent:

- Platform User's physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that Platform User has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Platform User's name, address, telephone number, and e-mail address, a statement that Platform User consent to the jurisdiction of any federal court in Michigan, and a statement that Platform User will accept service of process from the person who provided notification of the alleged infringement.

16.5 If a counter-notice is received by the Copyright Agent, Platform Operator may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or you, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Platform Operator's sole discretion.

17. Fees, Tax, Payment, Invoices

17.1 Fees

- a) Registration, access to the L.OS Platform and use of the Free Platform Services are free of charge.
- b) For Paid Offerings, the Fees applicable at the time of the respective Transaction apply. Unless otherwise agreed, Fees are due immediately upon conclusion of the Transaction according to Section 8.3.

17.2 Tax

- a) All Fees are exclusive of any Indirect Tax. Any such Indirect Tax or similar tax shall be charged in accordance with the relevant regulations in force at the time of provision of the Paid Offering. Platform User shall (against the production of a valid tax invoice) pay, in addition to the amounts due, any Indirect Tax due at the current rate.
- b) Payments must be made free and clear of any deduction or withholding of taxes, as

may be required by law. If any such deduction or withholding of taxes (including but not limited to cross-border withholding taxes) is required on any payment, Platform User will pay such additional amounts as are necessary so that the net amount received is equal to the invoiced amount.

17.3 Payment

- a) Payments for Fees may be required to be made through either Direct Payment or the L.OS Platform's Payment Management service.
- b) Detailed information on which type of payment processing applies in each individual case and the available payment methods, payment dates and any additional costs incurred are available on the L.OS Platform and included in the relevant Offering Information.
- c) In relation to Payment Management, Platform Operator shall in no way be understood to process payments on its own behalf or to act as a payment services provider for the L.OS Platform, L.OS Solution Providers or L.OS Solution Customers. All payment methods available through Platform Payment Processing are therefore subject to a payment services agreement between the respective L.OS Solution Provider and the respective Payment Services Provider.

17.4 Invoices

- a) Fees may be invoiced either through Direct Invoicing or the L.OS Platform's Invoice Management service. Under certain circumstances, Invoice Management may be mandatory under applicable VAT law.
- b) Detailed information on which type of invoicing applies in each individual case is available on the L.OS Platform and described in the relevant Offering Information.
- c) For L.OS Solutions subject to Direct Invoicing, L.OS Solution Providers are responsible for generating and issuing invoices including applicable taxes to L.OS Solution Customers for the L.OS Solution Fees in their own name and for their own account. Platform Operator will provide transaction documents to both L.OS Solution Provider and L.OS Solution Customer regarding the relevant Transactions.
- d) For L.OS Solutions subject to Invoice Management, Platform Operator will be responsible for generating and issuing

invoices including applicable taxes to L.OS Solution Customers for the L.OS Solution Fees, except in the circumstances described in Section 17.4f).

- e) For certain types of L.OS Solutions, under applicable VAT law, Platform Operator - notwithstanding anything to the contrary in Section 7.5 above, for U.S. sales tax purposes only, Platform Operator shall be deemed to be part of a Transaction between L.OS Solution Provider and L.OS Solution Customer concerning the Offerings. Platform Operator shall be deemed to act in its own name but on the account of L.OS Solution Provider (appointed as marketplace facilitator for sales tax purposes). Consequently, to the extent permitted by Indirect Tax law, Platform Operator will include sales tax, where applicable, on invoices for the L.OS Solutions to Customer L.OS Solution Provider hereby agrees Platform Operator shall (a) determine the taxability of the L.OS Solutions; (b) charge and collect sales tax at the applicable rate; (b) remit the sales tax to the applicable governmental tax authority; and (c) provide any required documentation to Customer or the applicable governmental tax authority. L.OS Service Providers are solely responsible for providing and maintaining accurate inputs that impact taxes on the L.OS Solutions, including inputs for any tax categorization and determination of taxability of the Paid Offerings.
- f) Invoices, transaction documents and other financial documents will be made available to Platform Users in compliance with local regulatory requirements via the L.OS Platform.

18. Term, Termination of Platform User Agreement

- 18.1 The Platform User Agreement is concluded for an indefinite period. It starts with the date of activation of Platform User's Account and ends upon termination by Platform Operator or Platform User in accordance with the terms below.
- 18.2 Platform Operator may terminate the Platform User Agreement for convenience at any time by giving at least one month's prior notice to the end of a calendar month or to the latest expiration date of Platform User's active Paid Platform Service Subscriptions, whichever comes later.
- 18.3 Unless Platform User has subscribed to a Paid Platform Service, Platform User may

terminate the Platform User Agreement immediately at any time for convenience upon prior notice to Platform Operator. If the Platform User has subscribed to one or more Paid Platform Services, the Platform User Agreement can only be terminated together with the Paid Platform Service Subscriptions and not earlier than the expiry of the term of the Paid Platform Service with the longest remaining term.

18.4 Any right of the Parties to terminate for cause remains unaffected.

18.5 Form of termination

a) Unless a possibility of terminating by means of a dedicated function on the L.OS Platform (e.g., in the Account settings) is provided, any termination shall be made in text form (letter, e-mail).

b) The de-installation of a mobile app used to access the L.OS Platform does not constitute a termination and any outstanding obligations of Platform User to pay Paid Platform Service Fees shall remain unaffected by uninstalling the mobile app.

18.6 Consequences of termination

a) Platform Operator will de-activate Platform User's Account as of the effective date of termination, and Platform User will no longer have access to his Account, the Platform Services, and/or Platform User Content.

b) 30 calendar days after the effective date of termination and upon expiry of any mandatory statutory retention periods, Platform Operator has the right to delete the data generated in connection with the Platform User's Account. For personal data, applicable data protection regulations shall take precedence, which may lead to a shorter retention period.

c) Platform Users shall export and save their data and Platform User Content in due time before the expiry of the aforementioned period.

19. Liability

19.1 THE L.OS PLATFORM AND THE PLATFORM SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PLATFORM OPERATOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE L.OS PLATFORM, THE PLATFORM SERVICES, OR ANY MATTER WHATSOEVER. PLATFORM OPERATOR

DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

19.2 PLATFORM OPERATOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR ANY OTHER CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES), ARISING OUT OF ANY USE OF THE L.OS PLATFORM, THE PLATFORM SERVICES, OR ANY PERFORMANCE OF ITS OBLIGATIONS UNDER THE PLATFORM USER AGREEMENT, THE SERVICE PROVIDER AGREEMENT AND ANY PAID PLATFORM SERVICE SUBSCRIPTION (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE L.OS PLATFORM, THE PLATFORM SERVICES, OR SECURITY BREACHES RELATED TO THE L.OS PLATFORM).

19.3 PLATFORM OPERATOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PLATFORM USER AGREEMENT, THE SERVICE PROVIDER AGREEMENT AND ANY PAID PLATFORM SERVICE SUBSCRIPTION AND/OR THE L.OS PLATFORM WILL NOT EXCEED THE LESSER OF (i) THE AMOUNT PAID BY PLATFORM USER HEREUNDER IN THE TWELVE MONTHS PRECEDING A CLAIM or (ii) 50,000 US DOLLAR. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

20. Indemnification

20.1 Platform User shall defend, indemnify and hold Platform Operator harmless from any third-party claims related to

a) Platform User's breach of the Platform User Agreement, the Solution Provider Agreement and the terms of any Paid Platform Service Subscription;

b) any violation of applicable law by Platform User, in particular any infringement of data protection law and any violation of Foreign Trade Law;

c) the usage of the L.OS Platform and Platform Services by Platform User in a manner which infringes or violates third-

party rights;

- d) Platform User Content or Third Party Content provided by Platform User;
- e) any violation of applicable tax law requirements by Platform User

unless Platform User is not responsible for the claim.

- 20.2 In addition, a Paid Platform Service Customer shall defend, indemnify and hold Platform Operator harmless from any third-party claims related to Integrated Solution Data, or the combination of Integrated Solution Data with other applications and third party products or services, Content or processes, including any claims arising from alleged infringement or misuse of third-party rights through Integrated Solution Data or through use, development, design, production, advertising or marketing of Integrated Solution Data unless Paid Platform Service Customer is not responsible for the claim.
- 20.3 Platform Operator shall notify Platform User without undue delay and, to the extent permitted under applicable law, leave to Platform User the defense of such claims. Platform Operator will provide Platform User with all reasonable support. In particular, Platform Operator will, as far as possible, provide Platform User with necessary information about the use of the L.OS Platform and Platform Services to the extent necessary for Platform User to defend against the third-party claim.

21. Data Protection

- 21.1 The Parties shall comply with applicable data protection laws and regulations and commit their employees having access to any data processed hereunder to data secrecy and confidentiality.
- 21.2 If Platform User processes personal data, then Platform User shall process such personal data in accordance with applicable laws and regulations. Platform User shall obtain all necessary and legally required consents, authorization and/or permissions or enter into all legally required agreements with third parties in a valid manner in order to allow for Platform Operator to perform its obligations, including any access and processing of personal and other private data of all concerned individuals and/or third parties (e.g. end customers of Platform User or Platform User's employees) which may be subject to special protection under applicable laws.
- 21.3 Platform Operator shall only process Platform User-related personal data to the extent

required to execute its contractual obligations or otherwise permitted by applicable laws. Platform User acknowledges and confirms the collection and processing of such personal data to this extent.

- 21.4 To the extent Platform User's use of the L.OS Platform or a Platform Service includes the processing of personal data by Platform Operator as Platform User's processor or services provider (as defined by applicable laws or regulations), (i) the L.OS Data Processing T&Cs apply in addition to these L.OS Platform ToU; and (ii) Platform User shall provide a privacy notice transparently disclosing its data protection practices and data subject rights, as required by any applicable laws or regulations. In case of conflicts between the provisions of these L.OS Platform ToU and the L.OS Data Processing T&Cs, the latter shall take precedence.
- 21.5 The obligations pursuant to Sections 21.1 to 21.4 shall continue to exist as long as personal data of Platform User is in the area of influence of Platform Operator, also after the termination effective date of the Platform User Agreement.
- 21.6 General information regarding the processing of personal data by Platform Operator can be found in Platform Operator's data protection notice available at www.l-os.com.

22. Confidentiality

- 22.1 The Parties agree to keep all Confidential Information of the other Party disclosed to them confidential, to only use it in the context of the provision and use of the L.OS Platform and the Platform Services and not to disclose it to third parties unless expressly permitted by these L.OS Platform ToU.
- 22.2 The confidentiality obligation continues for a period of five years after termination of the Platform User Agreement. For trade secrets the confidentiality obligation remains unaffected beyond such five-year period as long as the respective Confidential Information qualifies as trade secret.
- 22.3 The Parties may only grant access to Confidential Information of the other Party on a need-to-know basis to those of their or their Affiliated Companies' corporate bodies and employees who are subject to confidentiality obligations substantially similar to the confidentiality obligations set out herein and extending beyond - to the extent permitted by employment law - their leaving of the company.
- 22.4 Excluded from the confidentiality obligation is information

- a) which was demonstrably already known to the receiving Party at the time of conclusion of the Platform User Agreement without breach of any contractual or statutory duty of confidentiality, or becomes lawfully known to the receiving Party 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 Platform User Agreement or which is made publicly known thereafter, unless this is based on a breach of the Platform User Agreement;
 - c) which has been independently developed by the receiving Party independently of any Confidential Information of the other Party obtained under the Platform User Agreement;
 - 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 receiving Party subject to the disclosure obligation will give prior notice to the other Party;
 - e) which is disclosed by the receiving Party with the prior written consent of the other Party.
- 22.5 Platform User must not carry out any observation, examination or reverse engineering of the L.OS Platform or the Platform Services unless permitted by mandatory statutory law. Platform User is not entitled to disassemble, decompile or translate software received or made accessible by Platform Operator into any other code form.
- 23. Export Control and Customs**
- 23.1 Each Party has the right to refuse to perform its obligations under the Platform User Agreement, any Paid Platform Service Subscription and a Solution Provider Agreement if such Party's performance is prohibited or impaired by Foreign Trade Law. In such cases, either Party has the right to terminate the Platform User Agreement, the concerned Paid Platform Service Subscriptions and the Solution Provider Agreement 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.
- 23.2 If contract fulfilment is delayed due to a requirement for a Foreign Trade Law 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 a Foreign Trade Law Authorization be refused or not be granted within three months from the date of application, either Party shall be entitled to terminate the Platform User Agreement, any concerned Paid Platform Service Subscription and the Solution Provider Agreement to the extent contract fulfilment requires the Foreign Trade Law 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.
- 23.3 Each Party shall notify the other Party within a reasonable period of time upon becoming aware of Foreign Trade Law which may prohibit or impair performance according to Section 23.1 or cause delay in performance according to Section 23.2.
- 23.4 Upon Platform Operator's request, Platform User 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 include, without limitation, information on end customers/users, the destination and the intended end-use of L.OS Platform and Offerings. Platform Operator, in its sole discretion, shall be entitled to withdraw from any contracts or to refuse performance if Platform User fails to provide Platform Operator with such information and documents without undue delay.
- 23.5 In the event Platform User is entitled to and provides access to the L.OS Platform or Offerings to any third party, Platform User shall comply with applicable Foreign Trade Law. Platform Operator is entitled to refuse to perform its obligations and to terminate the Platform User Agreement, any concerned Paid Platform Service Subscriptions and the Solution Provider Agreement for cause if Platform User breaches this obligation.
- 23.6 To the extent permitted by applicable law, Platform Operator disclaims any liability for claims of Platform User for damages related to or arising from Platform Operator's refusal to perform contractual obligations or termination of the Platform User Agreement, any Paid Platform Service Subscription or the Solution Provider Agreement in accordance with Sections 23.1, 23.2, 23.4 und 23.5.
- 23.7 Any customs-cross-border provision of digital products (incl. related know-how, technology, or data) shall be made exclusively in

electronic form.

- 23.8 Platform User agrees that the L.OS Platform, the Offerings and resulting data, information and software will not be used directly or indirectly for nuclear, chemical, or biological weapons proliferation, development of missile technology or any other military purpose.

24. Changes

- 24.1 Platform Operator may change or amend these L.OS Platform ToU, the L.OS Listing Terms for Solution Providers, the L.OS Integration Service Terms, the Paid Platform Service Terms and the L.OS Data Processing T&Cs at any time with effect for the future if this is necessary due to legal changes or due to functional or technical developments of the L.OS Platform or the Platform Services.

- 24.2 Platform Operator will notify Platform User via permanent data carrier (e.g. by letter or e-mail) at least six weeks before such change or amendment will take effect. If Platform User does not object to the change or amendment within 30 days of such notification, Platform User shall be deemed to have consented to the change or amendment. Platform Operator shall explicitly point out this "deemed consent" to Platform User in the notification. Deemed consent does not apply to a change or amendment that affects a material contractual obligation if this would result in an unfavorable disproportion between the Parties' respective contractual obligations to the detriment of Platform User. In the event of an objection, the Platform User Agreement, the Solution Provider Agreement and any Paid Platform Service Subscription shall be continued at previous conditions.

- 24.3 Editorial changes to terms and conditions mentioned in Section 24.1, i.e., changes that have no substantial effect, such as the correction of typing errors, may be made without notifying Platform User.

25. Applicable law, Place of jurisdiction

- 25.1 The Platform User Agreement and all disputes between Platform Operator and Platform User arising out of or related thereto or the L.OS Platform shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply.

- 25.2 Platform Operator and Customer acknowledge that the Platform User Agreement evidences a transaction involving interstate commerce.

- 25.3 Platform Operator and Platform User shall first endeavor to resolve through good faith negotiations any dispute arising under or

related to the Platform User Agreement or the L.OS Platform. If a dispute cannot be resolved through good faith negotiations within a reasonable time, either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within 30 days after the first mediation session, then, upon notice by either Party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to the Platform User Agreement (including the formation, existence, validity, interpretation (including of this arbitration clause), breach or termination thereof) or the L.OS Platform shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association Commercial Rules for Emergency Measures of Protection. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as amended from time to time, except as modified by this clause or by mutual agreement of the Parties and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award by the arbitrators where necessary to preserve confidentiality, in the arbitrators' discretion. Each Party shall bear its own fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the

cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing, which may include an award of legal fees and costs. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the arbitration award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a Party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

26. Final provisions

- 26.1 Legally relevant declarations and notifications to be made to Platform Operator after contract conclusion (e.g., setting of deadlines) shall be made in text form (letter, e-mail) to be effective.
- 26.2 The exclusive language available for contract conclusion shall be English. Translations of these L.OS Platform ToU to other languages are for information purposes only. In the event of contradictions between the English text and the translations, the English text shall prevail.
- 26.3 Should any provision of these L.OS Platform ToU, the L.OS Listing Terms for Solution Providers, the L.OS Integration Service Terms, the Paid Platform Service Terms or the L.OS Data Processing T&Cs be or become invalid or unenforceable, this shall not affect the remaining provisions.

Bosch Mobility Platform & Solutions LLC