

## **License terms for the Use of the Bosch Interface - Definition**

Version: July 2016

### **1. Scope of application**

- 1.1 The subject matter of the license terms is the use of the Bosch Interface-Definition (hereinafter "data") by the user for automotive control units.
- 1.2 The data is protected under copyright law. All rights referring to the data shall exclusively be vested in Bosch in relation to the user.

### **2. Authorized users, scope of use**

- 2.1 Authorized users are manufacturers of connectors for control units and control unit manufacturers for use in the car (hereinafter "user").
- 2.2 The user shall obtain a non-exclusive, non-transferable right of use for the data based on the present license terms for an unlimited term. The user shall be authorized to use the data for its own business purposes, in particular to develop and manufacture connectors for control units to be used in cars and their distribution as finished products.
- 2.3 The user shall be authorized to make a backup copy of the data which must be marked using a copy of the original labeling (including the copyright note). The use of the backup copy shall only be permissible in case of deterioration or destruction of the copy of the data originally provided by BOSCH. The user shall also be subject to the present license terms with respect to the use of the backup copy. Apart from that, the user shall not be authorized to reproduce the data or portions thereof outside of the permitted use in accordance with the present license terms.
- 2.4 The right of extraordinary termination of the license for cause shall remain reserved. A cause for an extraordinary termination by BOSCH shall especially exist if the user culpably violates the provisions of item 2 of the present license terms not only in an immaterial way. The assertion of further claims for damages by BOSCH shall remain reserved.
- 2.5 The user shall immediately notify BOSCH of any defects of the services which are subject matter of the contract in written form (Section 126 b of the German Civil Code BGB), specifying in a repeatable way how and under which circumstances the error or the defect occurs and actively support BOSCH in troubleshooting by providing suitable documentation (hard copy, etc.) and in particular provide any further required document, data, etc. which BOSCH needs to analyze and eliminate the defect.

- 2.6 When using the data and the services which are subject matter of the contract, the user shall observe all relevant laws, legal regulations and any other applicable law.

### 3. Warranty

- 3.1 Technical data, specifications and performance specifications in public statements, in particular in advertising means shall not constitute any information about the quality.
- 3.2 Any claims with respect to defects shall lapse within twelve months, unless the defect was concealed maliciously.
- 3.3 The enforcement of liability claims for defects shall be conditioned upon the fact that defects are reported in writing within one week after they have been detected for the first time.
- 3.4 BOSCH shall not be liable in cases in which the user deviates from the data, unless these changes did not contribute to the development of the defect.

### 4. Liability

- 4.1 In all cases of contractual and non-contractual liability, BOSCH shall exclusively warrant in accordance with the following limits:
- a) in case of intent, to the full amount, also in case of the lack of a quality for which BOSCH has assumed a guarantee;
  - b) in case of gross negligence, only in the amount of the foreseeable damage which was to be avoided by the violated obligation;
  - c) in other cases: only from violation of a material contractual obligation if the purpose of the contract is jeopardized by it, but always in the amount of the foreseeable damage only. The liability shall be limited to 100 Euro per event of damage, in total to no more than 400 Euro under this contract.
- 4.2 The limitations of liability stipulated in item 4.1 shall not apply to the liability for personal injuries and liability under the product liability law.
- 4.3 BOSCH shall remain free to raise the objection of contributory negligence.
- 4.4 Item 3.2 shall apply accordingly to the limitation period provided that the statutory limitation period applies to claims in accordance with item 1 a) and item 2. The limitation period specified in sentence 1 shall commence at the time indicated in Section 199, paragraph 1 of the BGB. It shall commence, at the latest, upon expiry of the maximum periods specified in Section 199, paragraph 3 and 4 of the BGB.

5. Other provisions

- 5.1 The present license terms shall also apply to later versions (updates) and enhancements of the data (upgrades) which the user is provided with by BOSCH, unless different arrangements are made at the time the respective later version or enhancement is provided.
- 5.2 If one or more provisions of the present license terms or individual clauses are or become ineffective or if the present contract contains any gaps, the effect of the remaining provisions shall remain unaffected. In this event, the contracting parties undertake to create an effective agreement which comes as close as possible to the void or missing agreement in economic terms, if the contracting parties had known that it is void or missing.
- 5.3 There are not any ancillary agreements relating to these terms of use. Any changes and amendments of the present terms of use shall be made in written form. This requirement of written form may only be waived by means of a written agreement.
- 5.4 These terms of use and any obligations resulting from them shall be subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 5.5 The exclusive place of jurisdiction for any legal dispute resulting from or in connection with the present contract shall be the domicile of BOSCH. However, BOSCH shall also be authorized to file a suit at the general place of jurisdiction of the user.