

# Robert Bosch LLC Terms & Conditions of Sale – Automotive (“RB Terms”)

Version: January 1, 2020

**1. GENERAL.** THE SALE OF COMPONENTS, PARTS, OR A SYSTEM INTENDED FOR SERIES PRODUCTION (“**PRODUCTS**”), ALL SAMPLES, PROTOTYPES, NON-PRODUCTION PRODUCTS, AND COMPONENTS (INCLUDING SOFTWARE CONTAINED THEREIN) NOT APPROVED FOR SERIES PRODUCTION OR THAT ARE INTENDED FOR EVALUATION PURPOSES ONLY (“**PROTOTYPES**”), AND/OR DESIGN AND ENGINEERING OR SIMILAR SERVICES (“**SERVICES**”) PROVIDED BY ROBERT BOSCH LLC (“**BOSCH**”) TO THE CUSTOMER (“**CUSTOMER**”) (EACH A “**PARTY**” AND COLLECTIVELY REFERRED TO AS “**PARTIES**”) IS EXPRESSLY LIMITED TO CUSTOMER’S ACCEPTANCE OF THE TERMS OF BOSCH’S OFFER (ALSO REFERRED TO AS THE “**QUOTATION**”) AND THESE RB TERMS, EXCLUDING MODIFICATIONS TO THESE RB TERMS SET FORTH IN THE APPLICABLE BOSCH QUOTATION. NO MODIFICATION OR WAIVER OF ANY OF THESE RB TERMS AND NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE EFFECTIVE UNLESS EXPRESSLY SET FORTH IN BOSCH’S QUOTATION OR AGREED TO IN WRITING SIGNED BY BOSCH. NO ORAL AGREEMENT, COURSE OF PERFORMANCE, OR OTHER MEANS WILL BE DEEMED TO WAIVE THESE RB TERMS OR ANY OF THE TERMS OF THE QUOTATION. CUSTOMER’S ACCEPTANCE OF THE PRODUCTS, PROTOTYPES, AND/OR SERVICES SOLD HEREUNDER WILL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THE BOSCH QUOTATION AND RB TERMS.

**2. PRICES; TAXES; CURRENCY.** All prices are subject to the shipping terms defined in Section 4 below. Bosch reserves the right to adjust prices due to cost increases resulting from variations in labor rates, material costs, or other costs (including but not limited to variations related to tariffs). To the extent the Products contain raw materials, raw material fluctuations will be reviewed on a quarterly basis. Actual material price increases of 5% or more will be paid in lump sum by Customer. The prices are exclusive of any applicable Federal, State, Provincial, or local sales, use, and other similar taxes or assessments. Such taxes and assessments will be included in Bosch’s invoice and paid by Customer. Customer shall be solely responsible for its tax administration and tax liability based upon governing Federal, State, and local laws that relate to these RB Terms. All prices are subject to adjustment, at any time, by Bosch for changes in volume forecasts, economics, or exchange rates as applicable. To the extent Customer’s actual purchases fall short of the volume forecasts upon which the prices were based, any price adjustments by Bosch will be retroactive. Prices are per piece in U.S. Dollars or EUR. All North American Customer facilities will be invoiced in U.S. Dollars. Each payment by Customer is subject to the terms of Section 6 below and will be made without withholding any taxes, unless required by law. Customer shall inform Bosch of any withholding tax obligation on payments due to Bosch under an invoice as soon as Customer becomes aware of such withholding tax obligation. If Bosch believes that it is eligible for exemption from, or reduction of, any U.S. withholding tax (or other withholding or similar tax of one or more other jurisdictions), Bosch will deliver to Customer a completed, duly executed IRS Form W-9 or Form W-8 (or other appropriate form of such other jurisdiction(s) as required under the laws of such other jurisdiction) valid through the date of payment. In such event, Customer shall promptly deliver to Bosch a certificate evidencing the payment of any tax actually withheld.

**3. CANCELLATIONS AND CHANGES.** No cancellations of or changes ordered by Customer to the Products, Prototypes, and/or Services or any delivery or pickup terms related thereto will be effective without Bosch’s written consent and in the event of any such cancellation or change, Bosch will be entitled to all remedies available by law or equity, including without limitation cancellation costs, warehousing fees, and/or increased prices. At a minimum, Customer will be liable for the following items, or any applicable combination thereof: (a) Products, Prototypes delivered, and/or Services performed prior to cancellation or change that comply with the specifications and other requirements of the Quotation; (b) the reasonable cost of raw materials and components that were purchased by Bosch to meet the requirements of the Quotation and that cannot be returned for refund or credit or immediately used for or sold to any of Bosch’s other customers; (c) the reasonable costs to settle all claims by subcontractors for actual costs that are rendered unrecoverable due to cancellation or change; and (d) the reasonable costs of reassignment of Bosch’s employees specifically dedicated to the satisfaction of Bosch’s obligations under the Quotation, provided Bosch uses reasonable efforts to reassign each such employee.

**4. SHIPMENT AND DELIVERY.** All delivery dates are estimates only. Bosch’s only obligation with respect to delivery dates will be to use reasonable efforts to meet such delivery dates. Unless specified otherwise in the Quotation, the delivery terms will be as follows: (a) U.S. domestic shipping (i.e., shipments are from a U.S. location to a U.S. location) will be FOB (as commonly understood in U.S. domestic freight movement) the designated Bosch facility; and (b) all other shipping will be FCA (as defined in Incoterms® 2010) at the designated Bosch facility. Title and risk of loss to the Products and Prototypes will transfer upon completion of delivery of the Products and Prototypes per the applicable delivery term specified above. Unless otherwise instructed, Bosch will ship via industry standard means for the applicable Products and Prototypes. Bosch will not be liable for any delays, breakage, loss, or damage after having made delivery in good order to the first transportation carrier. All claims for loss or damage in transit are to be made by Customer directly to the transportation carrier and the appropriate insurance carrier retained by Customer. Customer shall not make any deductions of any kind from the invoice amount. Unless otherwise specified in the Quotation, standard packing for domestic shipment is included in the quoted price. When special domestic or export packing is requested, Customer will be charged for any additional expenses. Shipments will be deemed accepted by Customer unless written notice of rejection is received by Bosch within ten (10) days after receipt of the Products and Prototypes by Customer. For rejected shipments, Customer will bear the risk of loss or damage to the Products and/or Prototypes in transit. If Bosch reasonably determines that the rejection was improper, Customer will be responsible for all expenses incurred by Bosch arising from the improper rejection.

**5. FORCE MAJEURE.** In the event either Bosch or Customer is unable to fully perform its obligations hereunder (except for Customer’s obligation to pay invoices for Products, Prototypes, and/or Services) due to events beyond its reasonable control, including without limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, epidemics, quarantines, wars, sabotage, labor problems (including lockouts, strikes, or slowdowns), inability to obtain power, material, labor, equipment or

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transportation, or court injunction or order (collectively referred to herein as a "Force Majeure Event"), that party shall be relieved of its obligations to the extent it is unable to perform such obligations. A Party experiencing a Force Majeure Event shall provide reasonable notice of such Force Majeure Event to the other Party. In the event of Bosch's inability to perform due to a Force Majeure Event, Bosch may allocate available goods and materials among its customers and Customer will be entitled to reduce its purchase obligations toward Bosch by the quantities purchased from other sources, but shall not have the right to terminate these RB Terms.

**6. PAYMENT TERMS.** Unless specified otherwise in the Quotation, terms of payment are net thirty (30) days from the earlier of the date of shipment or the date of an invoice, with no discount allowed for early payment. Bosch reserves the right to reclaim any Products, Prototypes, and/or Services that have not been paid for in full and Bosch reserves the right to alter or suspend credit terms or require C.O.D. or advance payment whenever Bosch has reasonable doubt as to Customer's credit worthiness or the ability of Customer to pay in a timely manner. If Customer becomes delinquent in payment or refuses to accept C.O.D. shipments, Bosch will have the right to, in addition to all other available rights and remedies, cancel any or all Customer orders, withhold further deliveries, and declare all unpaid amounts for Products, Services, and/or Prototypes previously delivered immediately due and payable. Amounts past due will be subject to an interest charge of 1.5% per month or the maximum rate allowed by law, whichever is less. Customer shall pay all costs and expenses incurred by Bosch as a result of non-payment or delinquent payment by Customer, including without limitation collection costs, interest, and reasonable attorneys' fees.

## 7. PRODUCT WARRANTY/RECALL.

7.1 Unless stated otherwise in the Quotation, Bosch warrants that Products will materially conform to the applicable specifications and will be free of material defects in design (to the extent that Bosch furnishes the design), material, and workmanship. Unless otherwise specified in the Quotation, the warranty will be for a period of thirty (30) calendar days, commencing with the Product delivery date. If the Product delivery date cannot be readily ascertained, the Product build date will be used in lieu thereof for the purpose of the warranty set forth in this Section 7.1.

7.2 For Products which prove to be defective within the warranty period, Bosch shall provide, free of charge to Customer, replacement Products or, at Bosch's option, credit in a fair amount not to exceed the purchase price, provided that Customer has returned to Bosch 100% or a statistically relevant share, as mutually agreed upon, of any Product claimed by Customer to be defective. Bosch shall have the right to request reasonable evidence of and impose reasonable requirements for submission of a warranty claim, including without limitation printouts of diagnostic test results performed at Customer's dealer or Customer's facilities and all relevant Vehicle Data (as defined below).

7.3 Bosch warrants Products solely to the extent of actual failure of the Product as delivered. As a component, proper functioning of the Product is dependent upon the integration of the Product into the entire vehicle system, other components within the system, the interaction of the system with the environment and the placement of the Product in the vehicle. Since the vehicle system, its environment and the placement are not controlled by Bosch, warranty issues and potential recalls related to the system, Product placement, or Product environment are not the responsibility of Bosch. The Product warranties set forth in Section 7 will not apply to any non-conformance in the Product arising from or related to: (i) accident, neglect, abuse, abnormal environmental conditions, use contrary to the specifications, or improper storage or handling of the

Product occurring after delivery to Customer or its designated recipient; or (ii) modifications of the Product made by Customer or for Customer after delivery of the Product; or (iii) if applicable, operation of the specific system into which the Product is incorporated; or (iv) design, software, data, or material expressly required or supplied by Customer; or (v) failure to meet any prerequisites or collaboration duties of Customer; or (vi) Customer's integration of the Product into vehicle systems or other components within the vehicle system in a manner that is negligent, or not approved by Bosch, or not reasonably foreseeable for the Products.

7.4 If Customer believes a recall is required by law and, in whole or in part, is caused by the Products, Customer shall give prompt written notice to Bosch, keep Bosch at all times fully informed, and consult with Bosch on the actions to be taken. Such prompt written notice is also required in the event of any Product-related incident such as fire, accident, malfunction causing injury, or loss of control of a vehicle, and Customer shall accompany such notice with all information available to Customer. Unless required by applicable laws, Customer shall not respond to inquiries of any Federal or State agency relating to the Products without prior consultation with Bosch. Prior to any recall involving the Products, Bosch shall have the right to perform a full investigation, including without limitation to inspection and testing (including destructive testing) of the Products involved, vehicle history, scene investigation, and copies of all witness statements, reports, analysis, and tests performed by or on behalf of or in the possession of Customer. Customer shall give Bosch full support for such investigation. In the event that a recall is determined to be legally required, both parties agree to negotiate a fair and equitable reimbursement of a share of Customer's direct expenses incurred for such recall. Such allocation shall take into consideration the portion of each Party's responsibility, the cost of the Products or Services involved, the other cause(s) of the recall, and the strength and the nature of the evidence concerning the defect and its cause(s).

7.5 Unless otherwise provided in the Quotation, Bosch warrants the Services will be performed in a workmanlike manner and in accordance with generally accepted industry standards. For any breach of this Services warranty, Customer must provide a claim specifying in reasonable detail the nonconformance, and Bosch shall exercise commercially reasonable efforts to re-perform the identified nonconforming Services. If Bosch concludes that re-performance of these non-conforming Services is impracticable, then Bosch will refund the fees paid by Customer to Bosch allocable to those nonconforming Services and Bosch will have no further liability. Customer shall submit all Service warranty claims no later than ten (10) calendar days after first receipt of the Services.

7.6 THE PRODUCT AND SERVICE WARRANTIES CONTAINED IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS. LOSS OF PROFIT OR REVENUE, LOSS OF GOODWILL, OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR SERVICES ARE EXPRESSLY EXCLUDED. THE REMEDIES SET FORTH IN THIS SECTION 7 REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BOSCH BREACH OF ANY WARRANTY, WHETHER OR NOT DAMAGES RELATED TO ANY BOSCH BREACH OF ANY WARRANTY WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE

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LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

## 8. PROTOTYPE WARRANTY AND USE.

8.1 PROTOTYPES ARE PROVIDED "AS IS" AND ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM THIRD PARTY RIGHTS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE. BOSCH DOES NOT WARRANT THAT THE PROTOTYPES WILL BE ERROR FREE OR SECURE. PROTOTYPES ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY FAIL-SAFE APPLICATIONS.

8.2 Customer acknowledges that Prototypes are intended only for use in evaluation and testing in a suitable and safe evaluation and testing environment and by suitably trained and qualified persons. Customer shall ensure safe operating conditions for all evaluation and testing purposes at all times during the evaluation and testing. Customer warrants that no vehicles containing any Prototypes will be driven on public roads, unless and until Customer and Bosch agree in writing. Customer shall only use the Prototypes in accordance with written instructions from Bosch. Any use or application of Prototypes, which deviates from written instructions from Bosch, will be considered an impermissible use in breach of these RB Terms. Any use, testing or evaluation of the Prototypes outside the scope of this Section 8.2 or as agreed in writing between the parties shall be at Customer's sole risk.

**9. SPECIAL TOOLING.** Special tooling which is separately negotiated for and fully paid for by Customer as a separate item on an order will become the property of Customer upon full payment by Customer, excluding any Intellectual Property Rights embodied therein. During its use at Bosch's facility, such special tooling will be held for the exclusive use of Customer (except that Bosch may use such special tooling for the supply of Products to the aftermarket organizations of Bosch, and its affiliates) and will be maintained in accordance with Bosch's usual practice. Customer agrees that nothing in these RB Terms limits or restricts Bosch from using special tooling if the limitations or restrictions set forth herein could be deemed to be an agreement in violation of competition law. Customer shall bear the risk of ordinary wear and tear, or loss or damage other than such caused by Bosch. At the request of Customer and to the extent practicable, special tooling will be identified by appropriate markings. Prices for special tooling do not include transportation costs, storage beyond completion of the purchase order, or costs of marking or packaging. Unless Bosch elects to continue to use special tooling for the aftermarket or as deemed appropriate in light of competition law as described above, Bosch will not be responsible for special tooling after completion of the purchase order and Customer shall remove all special tooling within thirty (30) days after such completion. If Customer fails to do so, Bosch may, at Customer's expense and without any liability toward Customer, dispose of such special tooling in a manner Bosch deems fit. Bosch shall have a lien on the special tooling to secure all outstanding obligations of Customer.

## 10. TERMINATION/CANCELLATION.

10.1 Bosch may terminate the Customer's purchase order/acceptance of the Quotation: (a) upon written communication to Customer in the event Customer breaches any material term of the Quotation or these RB Terms, provided Customer has not remedied the breach within 30 days of Bosch providing notice to Customer of such breach; or (b) if Customer becomes insolvent or

makes an assignment for the benefit of creditors, or Customer institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt, or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Customer's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third party against Customer, termination will be automatic if the such proceeding is not dismissed or cured by Customer within thirty (30) days after the filing thereof. Bosch shall not be liable to Customer for any claims arising out of or based on termination in accordance with this Section 10.1.

10.2 In the event that Customer cancels the program after business award but before the agreed upon end of program duration, Customer shall reimburse Bosch for reasonable cancellation charges for unrecoverable costs and investments, including without limitation capital equipment, finished Products, cost of all work in process, Bosch paid tooling or licenses (including software licenses and maintenance agreements), engineering costs, application costs, development services, samples, and material obsolescence. Customer shall pay such cancellation charges in accordance with Section 6.

## 11. INTELLECTUAL PROPERTY/SOFTWARE.

**11.1 INTELLECTUAL PROPERTY RIGHTS.** As between Bosch and Customer, Bosch exclusively owns and shall retain exclusive ownership of all right, title, and interest, including all worldwide patent, trademark, copyright, trade secret, and other intellectual property and proprietary rights (collectively, "**Intellectual Property Rights**") in and related to (a) the Products; (b) the Prototypes; (c) the Services; and (d) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data, and works of authorship authored, developed, or conceived by Bosch in connection with the Products, Prototypes, or Services, along with all software, functions, and related documentation provided by Bosch or any division or affiliate thereof. Bosch reserves the right to brand, mark, or label the Products, Services, and Prototypes and accompanying packaging with Bosch trademarks. Products or Services delivered from Bosch to the independent aftermarket will bear the Bosch trademarks only.

**11.2 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION.** Bosch shall indemnify, defend, and hold harmless Customer against all final judgments of infringement in the United States of the Intellectual Property Rights of any third party registered and published in the United States (specifically excluding claims of infringement of any affiliate of Customer) and resulting direct damages and expenses (including reasonable attorney's fees) arising out of use of any Product or Service as delivered by Bosch, provided Bosch shall have no liability and shall not indemnify, defend, or hold harmless Customer for or against any claim arising from (i) Customer's gross negligence or willful or intentional acts or omissions; or (ii) any modification or alteration of any Products or Services, unless prior written authorization for such modification or alteration is provided by Bosch in writing; or (iii) use of the Products or Services in combination with any other equipment, software, products or services not supplied by Bosch and the use of such combination was not authorized by Bosch; or (iv) Customer's designs, specifications, requirements, or instructions; or (v) the application or use of any Products or Services which fails to comply with the specification or other written instruction from Bosch; or (vi) the implementation of Standardized Technologies, to the extent the indemnification obligation stems from the Standardized Technologies or implementation related thereto (as used herein "Standardized Technologies" means technical specifications or functions (x) adopted by a standards

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organization (e.g., ETSI or IEEE), (y) defined by research institutes, industrial companies, or market participants to ensure technical conformity or compatibility, or (z) established by common practice in a particular field). For the sake of clarity, no indemnification or warranty is provided for Prototypes.

11.3 Bosch shall be entitled, at its discretion, to: (i) obtain a right of use for a Product or Service alleged to infringe an Intellectual Property Right, (ii) to modify the Product or Service so that it no longer infringes the Intellectual Property Right, or (iii) to replace the Product or Service with an equivalent substitute that no longer infringes the Intellectual Property Right. Bosch reserves the right to carry out the actions of (i)-(iii) in the sentence above at its disposal even if the infringement of the Intellectual Property Right has not been ruled on by a court of law with res judicata effect or acknowledged by Bosch. If Bosch determines that options (i), (ii) or (iii) are not reasonably available, Bosch shall be considered to have fulfilled its obligations under this Section 11 by returning the fees paid by Customer for Products or Services which are subject to the infringement claim.

11.4 INDEMNIFICATION FROM CUSTOMER. To the fullest extent permitted by applicable law, and subject to the conditions applicable to claims by Customer against Bosch under Section 11.2, Customer shall indemnify, defend, and hold harmless Bosch, its affiliates, and their respective directors, officers, employees, successors, and assigns for all claims, liabilities, damages, costs, and expenses (including reasonable attorney fees) asserted by a third party (specifically excluding any affiliate of Bosch) and incurred by Bosch in connection with such claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic losses) to the extent caused by: (i) Customer's or Bosch's infringement or misappropriation of any Intellectual Property Rights of any third party caused by (a) Customer's technology, products, or services, or Bosch's use thereof in accordance with these RB Terms or any applicable Quotation, or (b) any modification or alteration of any Products or Services by Customer, unless prior written authorization for such modification or alteration is provided by Bosch in writing; or (ii) bodily injury or property damage resulting from Customer's integration of the Products or Services into vehicle systems or other components within the vehicle system in a manner that is not approved by Bosch or in compliance with all applicable laws; or (iii) any grossly negligent act or omission of Customer or any of its employees or agents; or (iv) Customer's failure to comply with representations, performance, or obligations under these RB Terms or the applicable Quotation; or (v) any design, hardware, software, data, instructions, requirements, or material expressly required or supplied by Customer.

11.5 The indemnified Party under Sections 11.2 or 11.4 shall give prompt written notice to the indemnifying Party of the claim for which it seeks indemnification (provided that the failure to give such notice will not relieve the indemnifying Party of its obligations under Sections 11.2 or 11.4, except to the extent that such failure materially prejudices the indemnifying Party's ability to carry out its obligations under Sections 11.2 or 11.4). The indemnifying Party will assume and direct the defense and settlement of any such claim with counsel of the indemnifying Party's reasonable choosing; the indemnified Party will provide the indemnifying Party, at the indemnifying Party's expense, with such information and assistance as may be reasonably necessary for the defense and settlement of the claim. Customer will not settle or resolve any such claim without the advance written approval of Bosch, approval not to be unreasonably withheld or delayed, unless such settlement or resolution includes a full and unconditional release of Bosch with no admission of guilt from Bosch or its affiliates.

11.6 SOFTWARE. Notwithstanding anything to the contrary set forth in an applicable Quotation or these RB Terms, and excluding any OSS (defined below), all Bosch software and firmware that has been loaded onto, incorporated into, or provided by Bosch in connection with the Products, Prototypes, or Services (the “Software”) is and remains owned by Bosch or its affiliates. All Software is provided with only a limited right to use as delivered in connection with hardware and/or in accordance with the applicable software license provided to Customer. In the event any Software contains a click-through, pop-up, or other end-user license agreement (collectively, “EULA”), the terms of such EULA shall control over the terms of the applicable Quotation or these RB Terms to the extent the terms of the EULA conflict with the Quotation or RB Terms. In the event Customer does not accept the EULA at the time of delivery, (i) Customer shall not use the applicable Software or hardware incorporating such Software for any purpose and return the Software or corresponding hardware within ten (10) days of receipt thereof, and (ii) any use of the Software will be considered an unauthorized use in breach of these RB Terms and the EULA. Unless expressly agreed otherwise, Bosch has no obligation to provide any updates or upgrades to the Software (including, without limitation correcting any bugs identified by Bosch, Customer, or any third party). Notwithstanding the foregoing sentence, Bosch reserves the right to make the availability of updates, upgrades, and new releases at its sole discretion or conditional upon the existence of a valid service contract.

11.7 OPEN SOURCE SOFTWARE. Products, Prototypes and Services which incorporate Software may contain free or open source software (“OSS”). Such OSS is always subject to separate third party OSS licensing terms and conditions (“OSS-Terms and Conditions”). The OSS-Terms and Conditions come into effect between Customer and the authors of the respective OSS. Under such OSS-Terms and Conditions, Bosch is required to provide the same to Customer and Customer itself has to obey all of the OSS-Terms and Conditions and to fulfill all corresponding obligations in case Customer further disposes of the Products, Prototypes, or Services through sales or other transfer to third parties. Such obligations may include, for example, documentation obligations or obligations to provide the source code of any software integrated in a product in which the OSS has also been integrated by Customer. An overview about all OSS components contained in the Products, Prototypes, or Services as well as corresponding license text of the OSS-Terms and Conditions (of all originating OSS authors) are part of Bosch's delivery of the Product, Prototype, or Service (e.g. as part of the provided documentation, in a display field within a device, etc.). To the extent that new software versions included in Bosch's Products, Prototypes, and Services may contain other and/or additional OSS, the same terms and conditions apply as stated in this Section 11.7.

11.8 CUSTOMER'S USE OF OPEN SOURCE SOFTWARE. Customer shall use reasonable commercial efforts to not combine or request or otherwise cause others to combine Bosch Software, Products, Prototypes, and/or Services with any OSS or other data in any manner that would result in the Bosch Software, Products, Prototypes, and/or Services becoming subject to the terms of an OSS license. For any software provided to Bosch by Customer or on behalf of Customer, Customer shall disclose in writing a list of all applicable OSS-Terms and Conditions and/or third party license terms at the time of delivery of such software to Bosch, and Customer shall indemnify Bosch for all costs, expenses, and damages caused by Customer's failure to disclose OSS-Terms and Conditions and/or third party license terms in software provided by Customer, directed by Customer, or on behalf of Customer.

11.9 NO REPRODUCTION. Unless otherwise permissible under law or agreed to by Bosch in writing, Customer shall not itself and

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shall not enable or instruct others to copy/reproduce, reverse engineer, decompile, disassemble, translate, or fragment parts of Software or Prototypes provided by Bosch and Customer shall treat such Software and Prototypes as Confidential Information as defined in Section 13 of these RB Terms.

**12. GOVERNMENT CONTRACTS.** If Products, Prototypes, and/or Services are purchased under a government contract or sub-contract, Customer shall promptly notify Bosch of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products, Prototypes, and/or Services ordered. If compliance with such provisions increases Bosch's costs or liability, or encumbers any Bosch Intellectual Property Rights, Bosch will be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate this Agreement. Customer shall be responsible for all costs incurred by Bosch related to such compliance.

**13. CONFIDENTIAL INFORMATION.** Any and all non-public information and data concerning the Products, Prototypes, Services, or any other transaction covered hereunder which Bosch discloses to Customer, is generated by the Products, Prototypes, or Services, or which Customer otherwise obtains knowledge of hereunder, and any non-public technical, financial, or business information, trade secrets, orders, content, Prototype, or other information provided by Bosch to Customer (collectively, “**Confidential Information**”) remains the exclusive property of Bosch and shall not be disclosed by Customer to third parties without Bosch's express written consent. Confidential Information shall be held in confidence and shall not be disclosed and shall not be used except to the extent necessary to carry out Customer's obligations or express rights hereunder, unless otherwise authorized by Bosch in writing. For the sake of clarity, Customer shall have no right whatsoever to such Confidential Information other than to use it for evaluation for the purpose of the transaction covered hereunder. If the Customer is compelled by law to disclose Bosch's Confidential Information, and a protective order or other remedy is not obtained, Customer shall furnish only that portion of the Confidential Information that is legally required and Customer shall use commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded the Confidential Information. This Section 13 (Confidentiality) shall survive the termination or expiration of any purchase order, accepted Quotation, or other termination of Customer's use of or Customer's right to use the Products, Prototypes, and/or Services.

**14. REMEDIES/LIMITATION OF REMEDIES.** Bosch's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to Bosch. No waiver of any of Bosch's rights or remedies shall be effective without Bosch's express written consent. Customer's sole and exclusive remedy after acceptance of the Products or Services shall be the remedy available under the respective warranty provision.

## **15. LIMITATION OF LIABILITY.**

15.1 BOSCH, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, REVENUE, PROFIT, OR GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, OR CLAIMS

OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES, OR OTHER COMMERCIAL OR ECONOMIC DAMAGES OR COSTS, THAT MAY ARISE OUT OF, IN CONJUNCTION WITH, OR RELATE TO THE FAILURE OF ANY PRODUCTS, PROTOTYPES, SOFTWARE, OR SERVICES PROVIDED BY BOSCH, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION.

15.2 IN NO EVENT SHALL THE TOTAL LIABILITY OF BOSCH, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS TO CUSTOMER FOR LOSSES OF ANY KIND, WHETHER UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, INDEMNIFICATION, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE: TEN PERCENT (10%) OF THE TOTAL AMOUNTS PAID BY CUSTOMER TO BOSCH AS SET FORTH IN THE APPLICABLE QUOTATION FOR THE PRODUCTS, PROTOTYPES, SOFTWARE OR SERVICES GIVING RISE TO A CLAIM.

**16. EXPORT.** Customer will not sell, distribute, resell, or transfer (hereinafter collectively, “**Transfer**”) any Product, Prototype, or Services, including commodities, software and technology/technical data, plans, and specifications relating to the Product, Prototype, or Services (collectively, “**Export Control Products**”) or take any actions in relation to or in furtherance of these RB Terms, which are contrary to U.S. Export Regulations, including but not limited to U.S. Department of Commerce Export Administration Regulations (“**EAR**”), the U.S. Treasury Office of Foreign Assets Controls (“**OFAC**”), U.S. Department of State International Traffic in Arms Regulations (“**ITAR**”), or any other applicable export control, import control, and economic sanction laws and regulations of the US or any country or countries (collectively, “**Export/Import Control Laws**”). Customer further acknowledges that Export/Import Control Laws, include but are not limited to, prohibitions against: (a) Transfer any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); (b) Transfer of ITAR product to any country with which the U.S. maintains an Arms Embargo; (c) Transfer of certain EAR controlled product for China, Russia, and Venezuela military end-use; (d) Transfer to certain OFAC sanctioned persons or countries; and (e) other restrictions as defined in the Export/Import Control Laws. Customer will immediately notify Bosch and cease activities with respect to a sale if Customer knows or has a reasonable suspicion that an Export Control Product has been or may be exported, re-exported, transferred, or released in violation of Export/Import Control Laws. Unless otherwise mutually agreed in writing, Customer agrees that it will not use an Export Control Product in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical or biological weapons. Customer shall defend, indemnify, and hold Bosch harmless from any and all losses suffered by Bosch as a direct result of Customer's or its customers' non-compliance with Export/Import Control Laws. Bosch will not be liable to Customer for failure to provide Products, Prototypes, Services, transfers, or technical data as a result of any government actions that impacts Bosch's ability to perform, including: (a) the failure to provide or the cancellation of export or re-export licenses; or (b) any subsequent interpretation of applicable

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import, transfer, export, or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Bosch's performance.

## 17. ELECTRONIC DATA EXCHANGE; VEHICLE DATA; PRIVACY.

17.1 ELECTRONIC DATA EXCHANGE. Bosch supports most electronic data exchange systems. Each party bears responsibility for its data input and for the part of the system for which it is responsible.

17.2 VEHICLE DATA. Customer hereby grants to Bosch the unlimited right to use and sublicense to Bosch affiliates, agents, consultants, and subcontractors the unlimited right to use Vehicle Data (defined below) or any portion thereof, wherein such use may include, without limitation, copying, aggregating, creating derivatives, and/or anonymizing such Vehicle Data, for the following purposes: (i) the investigation of any accidents or claims related to a defect, failure, or alleged defect or failure of Bosch's Products, Prototypes, or Services; (ii) research and development related to improvement, analyses, and modification of Bosch's Products, Prototypes, and Services; (iii) the defense of any claim against Bosch brought by Customer or any third party; and (iv) any other purpose as mutually agreed in writing between the parties. To the extent Bosch does not have direct access to or does not directly receive Vehicle Data, Customer shall provide access or otherwise deliver to Bosch all Vehicle Data in the possession of Customer within thirty (30) days after written request from Bosch or on a continual basis, if mutually agreed between the parties. Bosch shall not disclose Vehicle Data to any third party, other than (i) affiliates, and (ii) agents, consultants, and subcontractors contractually required to maintain the confidentiality of Vehicle Data. As used herein, "Vehicle Data" means any and all data produced, collected, transmitted, or processed by Bosch's Products, Prototypes, or Services, including without limitation components, systems, modules, and electronic control units.

17.3 PROTECTION OF PERSONAL INFORMATION. The terms of the Data Protection Addendum, available upon request, are hereby incorporated by reference and shall apply to the extent that Vehicle Data includes Personal Data (as defined below) or Bosch processes Personal Data for or on behalf of Customer as part of the Services. Bosch and Customer shall complete Bosch's Data Protection Addendum. "Personal Data" means any information relating to any identified or identifiable natural person.

18. COMPLIANCE WITH LAWS. Each party represents and warrants to the other party that it and its employees and agents are and will continue to be in compliance with all applicable laws and regulations relating to its performance under the Quotation and these RB Terms, including without limitation laws associated with testing and evaluation of vehicles and Prototypes on a public roadway, and any laws or regulations relating to the processing of Vehicle Data. The applicable laws and regulations that Bosch must comply with are only those jurisdictions set forth in the applicable Quotation.

19. SET-OFF. Customer is not entitled to and shall not set-off any amounts due or allegedly due from Bosch to Customer from Customer's debts towards Bosch.

20. ASSIGNMENT. Neither Party shall assign its rights or obligations hereunder without the other Party's prior written consent. A corporate reorganization, which does not result in a change of control or beneficial owner, will not be deemed an assignment.

21. RELATIONSHIP OF THE PARTIES. Customer and Bosch are independent contracting parties. Nothing hereunder or in the course of performance under the Quotation or these RB Terms will grant either Party the authority to create or assume an obligation on behalf of or in the name of the other Party or will be deemed to create the relationship of joint venture, partnership, association, or employment between the Parties.

22. SEVERABILITY. In the event that any provision of these RB Terms or the Quotation is declared by a court to be void or unenforceable, the validity of any other provisions and of the entire RB Terms or the Quotation will not be affected thereby.

23. APPLICABLE LAW; ARBITRATION. These RB Terms, the Quotation, and all disputes between the Parties arising out of or related thereto 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. The Parties acknowledge that these RB Terms and the applicable Quotation evidences a transaction involving interstate commerce. The Parties shall first endeavor to resolve through good faith negotiations any dispute arising under or relating to these RB Terms and the applicable Quotation. If a dispute cannot be resolved through good faith negotiations within thirty (30) days either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within thirty (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 these RB Terms and the applicable Quotation (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach, or termination thereof) 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 ("AAA") Optional 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 AAA including application of the Optional Rules for Emergency Measures of Protection 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 10 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 AAA. 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, in the arbitrators' discretion. Each Party shall bear its own attorney fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the

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arbitrators, unless the arbitrators find the claims or defenses to have been frivolous or harassing, in which case the arbitrators may award the party responding to such frivolous or harassing claims/defenses its costs of the arbitration and/or reasonable attorney fees, in the arbitrators’ discretion. 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 nor their counsel nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

**24. SURVIVAL.** Any right or obligation of a Party which, by its nature or context is intended to survive termination or expiration of the applicable Quotation or these RB Terms, will survive any such termination or expiration, including without limitation Sections 13-25.

**25. VALIDITY OF QUOTATION.** Any Quotations issued subject to these RB Terms will be valid for 30 days from the date of issuance unless stated otherwise in the Quotation.