

Terms and Conditions for the Registration and Use of any.site

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Bosch Rexroth AG ([Zum Eisengießer 1, 97816 Lohr am Main, Germany](https://www.boschrexroth.com/en/about-us/locations/zum-eisengießer-1-97816-lohr-am-main-germany)) operates the digital platform, any.site (hereinafter “SERVICE”) for software applications in the form of intelligent bots (hereinafter “BOTS”), which enables BOT providers (hereinafter “BOT-PROVIDERS”) and BOT users (hereinafter “BOT-USERS”) to provide or use innovative digital services and applications to optimize service processes and increase service efficiency. The BOTS provided by the BOT-PROVIDERS via the SERVICE are intended to help BOT-USERS independently find solutions to service problems based on manuals, documentation, and other technical documents.

These Terms and Conditions for the Registration and Use of any.site (hereinafter “TERMS”) apply to the use of the SERVICE both as a BOT PROVIDER and as a BOT USER (hereinafter collectively “CUSTOMER”). The currently valid TERMS can be accessed and printed at <https://app.any-site.ai/legal-notice>

1. SERVICE Offer and Availability

- 1.1. The scope and exact content of the SERVICE are determined by the current SERVICE description and the concrete technical design, as well as the concrete available functionalities of the SERVICE.
- 1.2. The SERVICE is only accessible for entrepreneurs. For the purpose of these TERMS an “entrepreneur” is a natural or legal person or partnership with legal personality who or which, when entering into the contract, acts in exercise of his or its trade, business or profession (section 14 (1) German Civil Code (BGB)). By registering for this SERVICE, the CUSTOMER confirms that they are acting in the exercise of their commercial or independent professional activity.
- 1.3. SERVICE will be offered in English and/or German language. Provision of other languages are for convenience only without any right for availability.
- 1.4. The use of the SERVICE is subject to a fee. Before access to the SERVICE is opened, the CUSTOMER receives a notification of the costs corresponding to the subscription model, the payment terms, term, and termination of the SERVICE, as well as other relevant details. By activating an order button, where available, or by other means (e.g., via email to support.anysite@boschrexroth.de), the CUSTOMER declares its binding offer to use the SERVICE according to the selected subscription model. The offer is accepted by activation of the SERVICE; Section 2.10 applies accordingly. Further supplementary terms of use may apply, of which the CUSTOMER will be appropriately informed before respective use.
- 1.5. During a possibly agreed test or trial period, the SERVICE is provided free of charge for a limited time (hereinafter “TEST-PHASE”).
- 1.6. Other add-on services, such as support services or training, may also be requested or booked via the SERVICE. The CUSTOMER will be appropriately informed of the supplementary conditions applicable hereto before respective use.
- 1.7. During the TEST-PHASE, there is no entitlement to uninterrupted use. It is possible that access or use may be interrupted or impaired by maintenance work, further developments, or otherwise by disruptions, which may also lead to data loss. For example, temporary restrictions or interruptions may occur due to technical faults (such as power supply interruption, hardware and software failures, technical problems in the data lines). BOSCH REXROTH strives for the most uninterrupted usability possible during the TEST PHASE within the scope of technical and operational possibilities.
- 1.8. Outside the TEST-PHASE, BOSCH REXROTH provides the availability of the SERVICE agreed upon in a Service Level Agreement or in other contractual documents and contractual conditions. The SERVICE is available if the CUSTOMER can execute and use its essential functions. The availability of the SERVICE is defined as the percentage of time the SERVICE is available for the CUSTOMER's use at the internet exchange point of the respective host provider's data center during BOSCH REXROTH's operating hours (Monday-Friday from 08:00 to 16:30 CET/CEST, excluding statutory holidays in Bavaria). This definition applies accordingly to the calculation of unavailability. The availability is calculated according to the following formula:
$$\text{Availability} = (\text{Provision Time (h)} - \text{Unavailability (h)}) / \text{Provision Time (h)} \times 100$$
 Unless otherwise agreed, an availability of 97.5% per calendar year is deemed agreed for the SERVICE.
- 1.9. If the SERVICE is unavailable due to:
 - a) planned maintenance work (e.g., for updates and upgrades),
 - b) other planned operational interruptions, or
 - c) other reasons for which BOSCH REXROTH is not responsible, such as emergency measures that were not foreseeable and plannable, disruptions in the area of

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provision, operation, and support of the CUSTOMER's communication connection (connection sections outside the data center), especially due to a failure of the CUSTOMER's internet connection, or in case of limited availability of integrations such as ServiceNow.

the SERVICE shall be considered available during these times for the purposes of the availability calculation. BOSCH REXROTH will plan maintenance work and operational interruptions in such a way that the use of the SERVICE by the CUSTOMER is affected as little as possible. Planned maintenance work shall be announced to the CUSTOMER with at least fourteen (14) calendar days' notice.

2. Registration and Responsibility for Access Data

2.1. The use of the SERVICE requires prior registration and the creation of a user account and, if applicable, a public profile with BOSCH REXROTH. The "Terms and Conditions for the Registration and Use of Digital Services" of BOSCH REXROTH, which must be accepted during registration, apply supplementarily and subordinately.

2.2. Registration with BOSCH REXROTH is carried out with the SingleKey ID of Robert Bosch GmbH (Robert Bosch Platz 1, 70839 Gerlingen-Schillerhöhe, Germany). During registration, the data required for login is transferred from the SingleKey ID user account. The terms of use of SingleKey ID, which must be accepted during registration for the SingleKey ID, apply supplementarily.

2.3. The use of the SERVICE is also possible via integrations such as ServiceNow. In this case, the BOT-USER obtains the BOT on the integration platform, whereby further contractual conditions of the integration apply supplementarily and subordinately, of which the CUSTOMER will be informed accordingly.

2.4. The first user creates the account on behalf of the CUSTOMER and, after successful activation (see Section 2.10), can invite other employees as users of the CUSTOMER account, whose use is attributable to the CUSTOMER account and who are also subject to these TERMS. These further users must accept the additional conditions applicable pursuant to Sections 2.1 and 2.2. BOSCH REXROTH does not perform user administration. Further details are provided in the SERVICE description.

2.5. The BOT-PROVIDER assigns BOTS to the BOT-USER (upon request) and grants the BOT-USER the corresponding rights of use, see Section 8.2. The legal relationship between the BOT-USER and the BOT-PROVIDER beyond the mere use of the SERVICE and the conditions agreed between them (if any; e.g. warranty,

remuneration, duration of use of the BOTS) remain unaffected. Further details are provided in the SERVICE description.

2.6. During the course of the registration process, the CUSTOMER is asked to define their access data. This consists, among others, of an e-mail address and a freely-selected password. It is not normally necessary to provide any additional master and/or contact data during registration. However, the CUSTOMER has the option to provide additional contact data on a voluntary basis during registration. The data required for access are marked accordingly as mandatory fields.

2.7. If certain data (especially contact data) are provided during registration or use of the SERVICE, they must be complete and correct. If this data changes in the course of use, it must be corrected immediately in the personal settings, where possible. If a correction by the CUSTOMER is not possible, the CUSTOMER may notify BOSCH REXROTH of the changed data. If any costs arise due to the incorrect data, the CUSTOMER is obliged to bear or reimburse these costs.

2.8. The CUSTOMER may only register once for the use of the SERVICE under the e-mail address used. BOSCH REXROTH reserves the right to merge existing multiple accounts if this is necessary and the legitimate interests of the CUSTOMER do not oppose it. In the event of a merger, the CUSTOMER will be informed in a timely manner, so that the CUSTOMER can object to the merger.

2.9. As a rule, BOSCH REXROTH does not perform a check of identity and the information provided during registration. Therefore, no guarantee is given that any user is the person they claim to be. If a display name can be provided, it is the CUSTOMER's responsibility to ensure that this name does not infringe on third-party rights, in particular any name or trademark rights, and does not violate legal provisions or public morals.

2.10. By submitting the registration data, the CUSTOMER makes an offer to BOSCH REXROTH to conclude a user relationship on the basis of these TERMS and any other supplementary applicable conditions. The acceptance of the offer is decided at free discretion. By activating the requested access, the offer is accepted, and the CUSTOMER is entitled to use the SERVICE within the framework of these TERMS and any other supplementary applicable conditions.

2.11. The registration, the user relationship and the user account including the access data are non-transferable. The CUSTOMER must keep the access data and password secret and by no means disclose them to unauthorized third parties. It is therefore the responsibility of the CUSTOMER to ensure that access

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to the SERVICE and the use of the SERVICE is carried out exclusively by the respective CUSTOMER or by persons authorized by the CUSTOMER. If it is there is any reason to fear that unauthorized third parties have gained or will gain knowledge of the access data, BOSCH REXROTH must be informed immediately.

Please note: The CUSTOMER is fully responsible for every use and/or other activity carried out under their access data.

3. Blocking of Access

- 3.1. BOSCH REXROTH may, at its own discretion, temporarily or permanently block access to the SERVICE in whole or to individual sub-areas if there are concrete indications that the CUSTOMER is violating or has violated these TERMS and/or applicable law, or if BOSCH REXROTH has another legitimate interest in the blocking (for example, unauthorized use within the meaning of Section 7 or non-compliance with the quality standards according to Section 8.3). In deciding on a block and its duration, the legitimate interests of the CUSTOMER will be taken into due consideration.
- 3.2. In the event of a temporary or permanent blocking of the access authorization, the CUSTOMER will be notified via e-mail. In the event of a temporary block, the access authorization will be reactivated after the blocking period has expired or the reason for the block has been permanently removed, and the CUSTOMER will be notified of this via e-mail. Access authorization that has been blocked permanently cannot be restored, leading to a termination of use. In this case, a new registration is forbidden.

4. Remuneration

- 4.1. All fees for the SERVICE stated in the corresponding subscription models are inclusive of the applicable statutory value-added tax.
- 4.2. Unless otherwise agreed, the contractually owed remuneration will be invoiced retrospectively for a three-month period according to the selected subscription model. Invoicing is carried out exclusively by electronic means by sending the invoice via e-mail. If the CUSTOMER selects postal delivery of the invoice in their profile settings, additional costs (processing and postage costs) may arise. The amount of the costs for sending the invoice will be displayed to the CUSTOMER when selecting the sending method.
- 4.3. BOSCH REXROTH is entitled to adapt the prices for the SERVICE for the first time after a period of twelve (12) months with a written announcement of three (3) months with effect for the next renewal period (see Section 5.3), but at most up to the amount of the generally valid prices for the respective subscription

model of the SERVICE at the time of the announcement. Further increases of the respectively adjusted price items of the SERVICE can be demanded at the earliest at the end of a further twelve-month period after the last price adjustment. Further price reductions are possible at any time. In the event of a price increase, the CUSTOMER has the right to terminate the contractual relationship within a period of six (6) weeks to the effective date of the price increase, provided the increase exceeds ten percent (10%) of the last valid prices.

5. Term, Termination of Use

- 5.1. Unless otherwise agreed, each CUSTOMER can use the SERVICE free of charge once for a period of three (3) months from registration as a TEST-PHASE.
- 5.2. During the TEST-PHASE, the CUSTOMER can unsubscribe from the SERVICE at any time with immediate effect via email to support.anysite@boschrexroth.de. BOSCH REXROTH also reserves the right to terminate the access during TEST-PHASE at any time, especially if access has not been used or has been used only to a limited extent over a longer period. After the TEST-PHASE expires and unless otherwise agreed, the use is automatically extended by the agreed minimum contract term according to Section 5.3.
- 5.3. For the use of the SERVICE, the minimum contract term agreed upon at registration applies (unless otherwise agreed, this is three (3) months). Upon expiry of the minimum contract term, the usage period is automatically extended by three (3) calendar months at a time, unless one party terminates the SERVICE in the settings or via e-mail with a notification period of fourteen (14) calendar days before the end of the minimum contract term or the respective extension period.
- 5.4. If the SERVICE is used via integrations, BOSCH REXROTH is entitled to a special right of termination in the event that the respective agreement with the integration partner is terminated. In such a case, BOSCH REXROTH is entitled to terminate the SERVICE with immediate effect, irrespective of any minimum contract term or renewal period. Any fees already paid will be refunded in this case. The CUSTOMER shall have no further claims for damages.
- 5.5. Upon the termination becoming effective, access to the SERVICE ends. In the event of a complete termination of the user agreement, BOSCH REXROTH has the right, after expiration of any retention periods, to immediately and irretrievably delete all of the data created in connection with usage. The data protection regulations take precedence for personal data.

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6. Scope of Permitted Use, Monitoring of User Activities

- 6.1. The right of use is limited to access to and use of the SERVICE as described in Section 1.1. Use is only permitted in the agreed countries of destination. In the absence of an express agreement, this is the country in which BOSCH REXROTH has its registered office.
- 6.2. The CUSTOMER is responsible for creating the technical conditions required for the use of the SERVICE in compliance with the contract (in particular web browser and Internet access and/or software and hardware environment). BOSCH REXROTH does not owe any advice in this regard.
- 6.3. It is pointed out that usage activities can be monitored to the extent legally permissible under the German Telemedia Act and the German Federal Data Protection Act (BDSG) and that BOSCH REXROTH can be under a legal obligation to monitor usage activities. This can also include logging IP connection data and conversations and evaluating them if there is any concrete suspicion of a violation of these TERMS and/or any concrete suspicion of the commission of any other unlawful act or criminal offense.

7. Responsibilities of the CUSTOMER

- 7.1. The BOT-PROVIDER is responsible for both uploading the BOTS developed by him or by a third party on its behalf, as well as for the quality and maintenance of the BOTS on the SERVICE. The latter includes, in particular, the correction of errors, the updating of the BOTS, and ensuring compatibility with changes to the SERVICE. Reference is made to the provisions of Section 12.1.
- 7.2. The BOT-PROVIDER warrants to BOSCH REXROTH that the BOTS comply with the quality standards set out in the SERVICE description. This includes, in particular: correctness of the answers and recommended actions, reliability of functionality, user-friendliness, performance, security, compatibility with the SERVICE.
- 7.3. BOSCH REXROTH reserves the right to check the BOTS before uploading and to reject them if quality standards are not met, if BOTS violate the provisions of these TERMS, pose security risks, or impair the functionality of the SERVICE.
- 7.4. The use of the BOTS by BOT-USERS is at their own risk. BOT-USERS are responsible for the use of the BOTS and are liable for all damages arising from their use, in particular for damages due to incorrect answers or recommended actions of the BOTS.
- 7.5. The CUSTOMER is responsible, taking into account the specified quality standards, for checking and complying with all laws, standards, and guidelines, as well as the state of the art, which are to be considered in the context of the provision or use of the BOTS. The

CUSTOMER will, in particular, obtain all necessary consents/approvals and carry out and maintain registrations at its own expense. If the CUSTOMER accesses data from outside the destination countries specified in Section 6.1, the CUSTOMER is solely responsible for compliance with the legal requirements for such access. Upon request from BOSCH REXROTH, the CUSTOMER will prove that the requirements of this Section 7.5 are met. The CUSTOMER indemnifies BOSCH REXROTH against all claims that third parties (including state authorities) may assert against BOSCH REXROTH as a result of a violation of this Section 7.5 by the CUSTOMER.

8. Right of Use for Available Content and BOTS

- 8.1. The BOTS and other content available within the SERVICE is largely protected by copyright, trademark and competition law or by other protective rights and are the property of BOSCH REXROTH, the property of BOT-PROVIDERS or of other third parties which have made the respective content available. The composition of the content within the SERVICE also enjoys copyright protection as such. The CUSTOMER may only use this content in accordance with these TERMS and within the designated framework of the SERVICE.
- 8.2. The BOT-PROVIDER grants BOSCH REXROTH the worldwide, non-exclusive, transferable right, limited to the duration of the business relationship, to make the BOTS available to the BOT-USER for use via the SERVICE and its integration into other systems (e.g., ServiceNow). The BOT-PROVIDER grants the BOT-USER the right to use the BOTS on the SERVICE and its integration into other systems (e.g., ServiceNow) in accordance with this TERMS and, where applicable, a separate agreement between the two parties.
- 8.3. Unless more far-reaching usage is explicitly permitted in these TERMS or in the context of the SERVICE description or is enabled within the SERVICE by means of a corresponding functionality (e.g. by a download button),
 - the CUSTOMER may retrieve and display the available content solely for your own internal business purposes. Any commercial use of the available content exceeding this is forbidden (see also section 9). This right of use is limited to the duration of the user agreement;
 - the CUSTOMER is forbidden from processing, changing, translating, presenting or demonstrating, publishing, exhibiting, reproducing and distributing the available content in whole or in part (including use of so-called I-framing). The CUSTOMER is also forbidden from removing or changing copyright notices, logos and other distinguishing marks and protection notices.

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- 8.4. The CUSTOMER is only authorized to download CONTENT (“**DOWNLOAD**”) and to print out content if the SERVICE provides a DOWNLOAD and/or printing possibility as a functionality (e.g. by means of a download button).
- 8.5. For content properly downloaded or printed by the CUSTOMER, the CUSTOMER is granted a non-exclusive, non-sublicensable, non-transferable, revocable right of use for an unlimited period of time to use the respective content, for use for its own purposes or for purposes, see sec. 8.18.3. In all other respects the entire rights in and to the abovementioned content remain with the original holder of the rights.
- 8.6. The mandatory statutory rights (including reproduction for private and other personal use pursuant to sec. 53 German Copyright Act (UrhG)) remain unaffected.

9. Posting of Own Content by the CUSTOMER

- 9.1. Insofar as available as a functionality within the SERVICE, the CUSTOMER may post their own content (hereinafter “CUSTOMER-CONTENT”) in compliance with the following rules and, where provided for in the SERVICE, post, upload, store, share, send, display, and make it available to third parties.
- 9.2. By submitting CUSTOMER-CONTENT, the CUSTOMER grants BOSCH REXROTH a non-exclusive, royalty-free, perpetual, spatially and content-unlimited, irrevocable, and transferable right to exploit the submitted CUSTOMER-CONTENT online and offline, in particular to make CUSTOMER-CONTENT publicly accessible, to reproduce, and to distribute it. The CUSTOMER waives the right to be named as the author. The foregoing granting of the right to make publicly accessible and to exploit the submitted CUSTOMER-CONTENT does not apply to information that the CUSTOMER has clearly not posted for general publication. Such information will only be passed on to third parties if this is initiated by the CUSTOMER themselves (e.g., making an appointment with service partners, enabling third-party access to this CUSTOMER-CONTENT) or if the CUSTOMER has expressly consented to it.

The granting of rights includes in particular the right

- to store CUSTOMER-CONTENT on servers and any other storage media, as well as its distribution and publication, in particular making it publicly accessible (e.g., by displaying the CUSTOMER-CONTENT on the SERVICE),
- to visually process and reproduce it, insofar as this is necessary for the presentation of the respective CUSTOMER-CONTENT, and to combine the CUSTOMER-CONTENT with other content and advertising materials,

- to grant usage rights—including for a fee—to third parties for this CUSTOMER-CONTENT.

- 9.3. If the CUSTOMER makes CUSTOMER-CONTENT available to partners of BOSCH REXROTH (e.g. service partners) within the scope of the SERVICE, the CUSTOMER grants them a simple, royalty-free right of use for this CUSTOMER-CONTENT, limited in content, space, and time according to the respective contractual relationship.
- 9.4. When referencing external internet offerings via hyperlink by the CUSTOMER and/or integrating external information sources into their own CUSTOMER-CONTENT, the checking of the content contained therein is solely the responsibility of the CUSTOMER. BOSCH REXROTH expressly does not adopt this content as its own. The CUSTOMER shall indemnify BOSCH REXROTH against any third-party claims. Hyperlinks also include e-mail addresses and non-activated web addresses (URLs) and parts thereof.
- 9.5. The CUSTOMER is fully responsible for the CUSTOMER-CONTENT they post. BOSCH REXROTH assumes no responsibility for checking the CUSTOMER-CONTENT for completeness, accuracy, legality, timeliness, quality, and suitability for a specific purpose.

The CUSTOMER warrants that he is the sole owner of all rights to the CUSTOMER-CONTENT submitted by them to the SERVICE or are otherwise entitled (e.g. through effective permission from the rights holder) to post the CUSTOMER-CONTENT in the SERVICE and to grant the rights of use and exploitation as described above. This applies in particular to third-party copyrights, trademark or patent rights, as well as industrial and/or competition law ancillary copyrights and personal rights. The CUSTOMER further undertakes not to post any CUSTOMER-CONTENT that violates applicable law. The CUSTOMER is responsible for ensuring that CUSTOMER-CONTENT does not contain any confidential information and that the CUSTOMER does not violate any confidentiality obligations.

- 9.6. BOSCH REXROTH reserves the right to refuse the posting of CUSTOMER-CONTENT and/or to block or remove already posted CUSTOMER-CONTENT (including private messages and guestbook entries) if the posting of the CUSTOMER-CONTENT by the CUSTOMER or the posted content itself has led to a violation of these TERMS or if there are concrete indications that a serious violation will occur. BOSCH REXROTH will take into account the legitimate interests of the CUSTOMER and choose the mildest means to defend against the violation.

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10. Usage Policies, Rules of Conduct (Netiquette)

10.1. Commercial use is solely permitted to the extent defined in Section 8.3. Unauthorized commercial use includes, in particular:

- all offers of and advertising for content, services and/or products for remuneration, both the CUSTOMER's own and those of third parties;
- all offers and advertising for and the conducting of activities with a commercial background such as competitions, prize draws, barter transactions, advertisements or pyramid schemes;
- any electronic and/or other collection of identity and/or contact data (including e-mail addresses) of CUSTOMERS (e.g. to send unsolicited e-mails);
- the exploitation of the SERVICE, including the content offered herewith, for remuneration.

10.2. The CUSTOMER is forbidden from undertaking any activities on or in connection with the SERVICE which violate applicable law, which infringe third-party rights or violate the principles of the protection of minors. In particular, the following actions are forbidden:

- uploading, distributing, offering and advertising content, service and/or products which is/are pornographic and/or fraudulent, violate(s) laws for the protection of minors, data protection law and/or other law;
- use of content that insults or defames other users or third parties;
- use, provision, and distribution of content, services, and/or products that are legally protected or encumbered with third-party rights (e.g., copyrights), without the CUSTOMER being expressly authorized to do so;
- exchanging information and advice on illegal or illegally-acquired software, and posting of product keys or links to illegal or cracked downloads, etc.;
- storing, publishing and/or transmitting information which infringes or may infringe third-party rights, in particular patents, trademarks, copyrights or rights related to copyright, trade secrets, rights of personality or property rights;
- giving instructions on the prohibited manipulation of technical equipment.

10.3. Furthermore, regardless of any potential violation of the law, the CUSTOMER is prohibited from the following activities when posting their CUSTOMER-CONTENT and when communicating with other users

- the distribution of viruses, trojans, and other harmful files;
- the sending of junk or spam e-mails as well as chain letters;

- the distribution of offensive, sexually suggestive, obscene, or defamatory content or communication, as well as content that is suitable for promoting or supporting racism, fanaticism, content, physical violence, or illegal acts (explicitly or implicitly);
- the harassment of other users, e.g., by repeatedly contacting them without or contrary to the reaction of the other user, as well as promoting or supporting such harassment;
- soliciting other users to disclose passwords or personal data for commercial or illegal purposes;
- the distribution and/or public reproduction of content available within the SERVICE, unless this is expressly permitted by the respective author or expressly made available as a functionality in the SERVICE;
- commenting on and evaluating the decisions of administrators and moderators.

10.4. Also prohibited is any action that is likely to impair the smooth operation of the SERVICE, in particular to excessively burden the IT systems. Unnecessary posting of contributions in a topic to bring it back to the top of the forum overview is also prohibited, as well as specifically off-topic postings, posting the same message in multiple topic areas, opening multiple threads with the same content, or similar actions.

10.5. Should the CUSTOMER become aware of any use of the SERVICE that is illegal, abusive, in breach of contract or otherwise unauthorized, they must contact BOSCH REXROTH to report this unauthorized use. BOSCH REXROTH will then investigate the incident and take appropriate steps if applicable.

11. Mention for Reference Customer Purposes, Feedback

11.1. BOSCH REXROTH is entitled to name the BOT-PROVIDER as a reference customer, stating the company name and displaying the company logo or BOT logo. For this purpose, the BOT-PROVIDER grants BOSCH REXROTH a non-exclusive right of use, limited to the duration of the business relationship and unlimited in terms of country/region. The BOT-PROVIDER can object to this mention at any time in the company profile.

11.2. If the CUSTOMER has given corresponding consent during registration, BOSCH REXROTH is entitled to name the CUSTOMER as a reference for marketing and advertising purposes (in particular for case studies, website testimonials, in marketing/promotion material and during product demonstrations). In doing so, BOSCH REXROTH will use CUSTOMER's company logo and company information (hereinafter collectively: "MATERIAL"), which the CUSTOMER will separately provide to BOSCH REXROTH. For this purpose, the CUSTOMER grant BOSCH REXROTH and its affiliated

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companies within the meaning of Section 15 German Stock Corporation Act (AktG) a non-exclusive right of use to the MATERIAL, limited to the duration of the business relationship, unlimited in terms of country/region. The MATERIAL may be published on the websites of BOSCH REXROTH, in print media, in multimedia presentations, in social media, and in press releases. If the business relationship ends, BOSCH REXROTH will no longer use the MATERIAL for future publications; however, already published content will not be altered or deleted. BOSCH REXROTH has no right to make graphical changes to the logo. BOSCH REXROTH reserves the right to make editorial changes to other information. The CUSTOMER warrants that he has the full rights to use the MATERIAL and that the use to the extent specified herein does not infringe any third-party rights, including but not limited to copyrights, trademarks, personal rights, and other related intellectual property rights. In the event that a third party holds a copyright to the MATERIAL, the CUSTOMER warrants that this third party has waived their right to be named as author pursuant to Section 13 (2) of the German Copyright Act (UrhG). Otherwise, the CUSTOMER must provide the MATERIAL along with all associated copyright notices to BOSCH REXROTH. BOSCH REXROTH will ensure that the reputation and standing of the CUSTOMER are not harmed by the use of the MATERIAL for promotional purposes. BOSCH REXROTH will particularly observe the rules for truthful advertising.

11.3. BOSCH REXROTH is entitled to contact CUSTOMERS regularly to obtain feedback. This feedback should particularly cover the following aspects:

- BOT performance and quality: Includes the quality of answers, recommended actions, response times, and error identification.
- SERVICE and documentation: Refers to the user-friendliness of the SERVICE and the relevance of the provided documentation.
- changes to functionalities: Includes planned extensions of the functionalities of the SERVICE.

11.4. BOSCH REXROTH may decide to use the feedback at its own discretion. The CUSTOMER hereby assigns and transfers all right and title to the feedback to BOSCH REXROTH. BOSCH REXROTH hereby accepts such assignment and transfer.

12. Liability and Warranty

12.1. Neither the BOT-PROVIDER nor BOSCH REXROTH assumes any warranty for the accuracy, completeness, or up-to-dateness of the information provided by the BOTS. The BOTS serve merely as tools and do not replace professional advice or training. In particular, BOSCH REXROTH and the BOT-PROVIDER assume no

warranty for the functionality, performance, availability, security, freedom from errors, compatibility, data security, correctness of the results, or any other characteristic of the BOTS, or for damages arising from the use or non-use of the BOTS. Product and manufacturer liability with respect to the BOT remain fully with the BOT-PROVIDER.

12.2. During the TEST-PHASE, BOSCH REXROTH provides no warranty for defects in title and material defects of the SERVICE, except in cases of fraudulent concealment

12.3. Outside the TEST-PHASE, the SERVICE description provided before the conclusion of the contract shall solely apply to the quality of the SERVICE. In the case of updates to the SERVICE, the most recently provided version of the SERVICE description shall apply. This also applies in particular to the properties regarding IT security. Defects in the SERVICE will be processed by BOSCH REXROTH after corresponding immediate notification by the CUSTOMER. The same applies to other disruptions to the possibility of using the SERVICE for which BOSCH REXROTH is responsible. The provisions of this Section 12.3 shall apply accordingly to defects in title that are not based on the infringement of intellectual property rights. The CUSTOMER's claims under this Section 12.3 shall each be time-barred after twelve (12) months.

12.4. During the TEST-PHASE, BOSCH REXROTH shall be liable in accordance with statutory provisions in the event of injury to life, body or health of a person, in the event of fraud, intent or gross negligence, in accordance with the provisions of the German Product Liability Act [Produkthaftungsgesetz], to the extent of a guarantee assumed by BOSCH REXROTH, for mandatory data protection reasons, when sec. 44a German Telecommunications Act (TKG) becomes applicable, and due to other mandatory liability. Otherwise, the liability of BOSCH REXROTH is excluded

12.5. Outside the TEST-PHASE, BOSCH REXROTH shall also be liable, in addition to the reasons mentioned in Section 12.4, in cases of a culpable breach of essential contractual obligations. Contractual obligations shall be deemed essential if their fulfillment is a prerequisite for the proper execution of the contract in the first place, and on whose compliance the CUSTOMER may rely. In the case of a simple negligent breach of essential contractual obligations, the compensation for damages is limited to the contract-typical, foreseeable damage at the time the contract was concluded. This also applies to damages caused by simple negligence by vicarious agents of BOSCH REXROTH. The contract-typical, foreseeable damage from breaches of duty by BOSCH REXROTH corresponds to the amount of the remuneration paid by the CUSTOMER for the use of the SERVICE during the twelve (12) months preceding the damaging event, but not more than EUR 100,000. If the maximum liability sum is not reached in a review period, the maximum liability sum for the next review period

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does not increase.

12.6. Insofar as the liability for damages against BOSCH REXROTH is excluded or limited, this also applies with regard to the personal liability for damages of employees, representatives, and vicarious agents

12.7. The BOT-PROVIDER is liable for all damages caused to BOSCH REXROTH or the BOT-USER by the operation of the BOTS.

13. Indemnification

13.1. The CUSTOMER is obliged to indemnify, defend and hold BOSCH REXROTH harmless from and against all costs and claims raised and/or lawsuits brought against BOSCH REXROTH by third parties on account of the infringement of their rights by your CUSTOMER-CONTENT or due to a legal violation by the CUSTOMER when using the SERVICE.

13.2. In addition, the CUSTOMER is obliged to reimburse BOSCH REXROTH for all fees, expenses and costs accruing due to the above claims or lawsuits, in particular the costs of reasonable legal defense, including the court costs and attorney fees. This does not apply if and to the extent that the CUSTOMER proves that he is not responsible for the above infringement or violation.

14. IT Security

14.1. The IT security properties and the resulting measures are determined by individual agreement and/or the SERVICE description. Unless otherwise specified, it is the CUSTOMER's responsibility to ensure the IT security of their systems by selecting appropriate technical and/or organizational measures during the integration/use of the SERVICE, taking into account the nature of the SERVICE. This applies in particular if the CUSTOMER is an operator of critical infrastructure within the meaning of Section 2 para. 10 of the German Act on the Federal Office for Information Security (BSI Act).

14.2. In the event of hacker attacks or the exploitation of security vulnerabilities by third parties, no claims shall exist, provided that BOSCH REXROTH has complied with the applicable security concept.

15. Access to and Use of Data/ Data Protection

15.1. BOSCH REXROTH shall make available all information collected, processed and/or stored in digital form (hereinafter: "DATA") falling within the scope of Regulation (EU) No 2854/2023 (hereinafter: "DATA ACT"), i.e., raw data, metadata and interpretable (if necessary for later transmission or analysis or made understandable pre-processed) DATA (hereinafter: "ORIGINAL DATA"), in accordance with the provisions and restrictions of the DATA ACT.

15.2. BOSCH REXROTH will use, store, copy, modify,

analyze, provide, view, download or otherwise exploit the DATA itself or by third parties for the purpose of providing the SERVICE.

15.3. BOSCH REXROTH may use the data in anonymised or pseudonymised form for machine learning and product improvements or product enhancements.

15.4. BOSCH REXROTH assures that it will not use the ORIGINAL DATA to gain insights into the user's economic situation, assets, and production methods, or into the user's usage in any other way that could undermine its commercial position in the markets in which he operate.

15.5. To the extent permitted by law (especially in compliance with Section 15.4), BOSCH REXROTH is entitled to store, use and/or exploit all ORIGINAL DATA and all DATA that does not fall within the scope of the Data Act, (i.e. data processed by an algorithm that has not merely been made usable or understandable for later transmission or analysis (hereinafter: "SECONDARY DATA"), except personal data, for any purpose beyond the contractual purpose. These purposes include, but are not limited to, improvement or enhancement, production, commercialization and distribution of products and services of BOSCH REXROTH, as well as, for example, statistical, analytical, and internal purposes. For CUSTOMER-CONTENT, Section 9.2 applies additionally.

15.6. In addition to sub-sec. 15.5 and as far as legally permissible, BOSCH REXROTH is entitled to transfer all SECONDARY DATA and ORIGINAL DATA directly accessible by the SERVICE (hereinafter: "DIRECTLY ACCESSIBLE DATA"), except personal data.

15.7. Personal DATA within the meaning of Article 2 No. 17 Data ACT, i.e. ORIGINAL DATA, for which the SERVICE does not provide direct access, however that is easily accessible to BOSCH REXROTH (hereinafter: "READILY AVAILABLE DATA") are transferable within the scope of legitimate interest in the meaning of GDPR.

15.8. The CUSTOMER warrants that he is authorized to grant the intended usage and exploitation rights in accordance with Sections 15.2-15.7 as well Section 15.9 and that he has not made any agreements that conflict with them. The CUSTOMER will obtain any necessary authorizations/consents. Insofar as no legal or other permission exists, the CUSTOMER is obliged in particular to obtain or have obtained the necessary consent of the end user in accordance with sec. 25 German Telecommunications Digital Services Data Protection Act (TDDDG). The CUSTOMER indemnifies BOSCH REXROTH against all claims made by third parties (including government agencies) as a result of violation of this Section 15.8 against by the CUSTOMER.

15.9. The rights of BOSCH REXROTH pursuant to this Section 15 are irrevocable, free of charge and apply worldwide and equally to the benefit of BOSCH

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REXROTH's affiliated companies within the meaning of Section 15 German Stock Corporation Act (AktG).

15.10. Insofar as personal data is processed by BOSCH REXROTH or by an affiliated company within the meaning of Section 15 German Stock Corporation Act (AktG), the statutory provisions on data protection shall be observed. In this case, the details relating to the data collected and the respective processing thereof are set out in the [data privacy statements](#) of BOSCH REXROTH (<https://www.boschrexroth.com/en/xc/home/privacy>) or in the data protection notices applicable to the SERVICE, to which reference will be made in an appropriate form.

16. Compliance with Export Control Regulations

16.1. The export control clause of the "General Terms and Conditions of Deliveries and Services of Bosch Rexroth AG" (section 12) applies mutatis mutandis, available at <https://www.boschrexroth.com/en/de/legal-notice/>.

16.2. Furthermore, the CUSTOMER is obliged to comply with all applicable national, multinational and international (re-)export control regulations (in particular export control regulations of the Federal Republic of Germany, the European Union and the United States of America), e.g. embargoes or other sanctions (hereinafter: "FOREIGN TRADE REGULATIONS"). Moreover, no information subject to or controlled by FOREIGN TRADE REGULATIONS may be used or provided for the use of the BOTS or the SERVICE, even if the provision has been approved by the competent authority. In addition, the CUSTOMER must also guarantee that they will not provide any content that is subject to export control restrictions.

16.3. The examination and assurance of the export control law admissibility for the creation and provision of the BOTS, shall be the sole responsibility of the BOT-PROVIDER. The CUSTOMER agrees that neither the BOTS nor the SERVICE shall be used, either directly or indirectly, for the proliferation of chemical or biological weapons, nuclear weapons or other nuclear explosive devices, including their missiles, nor for military purposes.

16.4. BOSCH REXROTH reserves the right to block access to the SERVICE if a violation of FOREIGN TRADE REGULATIONS exists or if there is a suspicion of such a violation.

17. Changes to these TERMS and to the SERVICE

17.1. BOSCH REXROTH reserves the right to amend these TERMS at any time, also with effect within the existing contractual relationships.

17.2. BOSCH REXROTH reserves the right to adapt the

SERVICE at any time, with effect also within existing contractual relationships, to changed legal or technical conditions, API compatibilities, or with regard to further developments of the SERVICE or technical progress, or if preliminary services required for the provision of the SERVICE are no longer available or no longer available on reasonable terms, or if it concerns minor changes to the SERVICE (e.g., adjustment of the user flow, the interfaces of the SERVICE, graphical adjustments, adjustments of wording or the UX flow), or if changes are objectively advantageous for the CUSTOMER (e.g., new functionalities, easier usability), or in the event of security risks, whereby the basic functionalities of the SERVICE will be maintained in any case. In the event of changes, the SERVICE description will be updated accordingly.

17.3. Changes will be communicated to the CUSTOMER in a timely manner in advance within the respective functionality of the SERVICE, provided that the adjustment is accompanied by a restriction in usability or other disadvantages (e.g., adjustment effort). The CUSTOMER must accept the changes within a communicated reasonable period. If the CUSTOMER does not agree to the changes or objects to them, each party is entitled to an extraordinary right of termination. Section 5.3 applies accordingly.

18. Confidentiality

18.1. The confidentiality clause of the "General Terms and Conditions of Deliveries and Services of Bosch Rexroth AG" (section 13) applies mutatis mutandis, available at <https://www.boschrexroth.com/en/de/legal-notice/>.

19. Miscellaneous Provisions

19.1. The laws of the Federal Republic of Germany shall apply excluding German private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

19.2. The place of jurisdiction is Stuttgart, Germany, (for proceedings before the local court, this is the Amtsgericht (local court) in 70190 Stuttgart), but BOSCH REXROTH also has the right, at its own discretion, to take legal action at CUSTOMER's place of business.

19.3. If any provision of TERMS should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case, the ineffective provision shall be replaced by an admissible agreement approximating most closely the economic purpose of the original, ineffective provision. This also applies to completing any contractual omissions.