

# Terms of Use PRO WORK

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## 1. Scope, Provider

- 1.1 These terms of use ("**Terms of Use**") shall apply to the use of PRO WORK ("**PRO WORK**"), as offered by BOSCH Thermotechnik GmbH, Sophienstr. 30-32, 35576 Wetzlar, Germany ("**Provider**"), for use by registered customers ("**Customer**"). Detailed information on the Provider is provided in the corporate information.
- 1.2 Provider operates PRO WORK for businesses only and does not accept consumers according to § 13 German Civil Code as Customers.
- 1.3 Terms and conditions of the Customer or third parties that deviate from or conflict with these Terms of Use shall not apply, even if the Provider does not expressly object to such terms and conditions.
- 1.4 Individual agreements with the Customer (including ancillary agreements, amendments, and changes) shall in any case take precedence over these Terms of Use.

## 2. Conclusion of Agreement

- 2.1 Following the completion of the registration process by the Customer and activation of a customer account by the Provider, a legal contract is concluded between the Provider and the Customer ("**Customer Agreement**").
- 2.2 The Customer, if a natural person, warrants that the Customer is capable of lawfully entering into contracts (e.g., is not a minor). If a person concludes this Customer Agreement as a representative of a legal entity, e.g., the company for which the Customer is working, this person assures the Provider that the legal entity is properly organized according to the laws of the country in which it is incorporated or registered, and that the Customer is authorized to represent the legal entity.
- 2.3 Upon conclusion of the Customer Agreement, the Customer is entitled to use, to subscribe to or to order various services, functionalities, or products, namely:
  - a) free functionalities, made available to the Customer by the Provider for use on PRO WORK ("**Services**"),
  - b) paid products, such as software, software functionalities, services, work services, hardware, combinations of the above (bundles) or any other product ("**Products**"),
  - c) Products offered by affiliated companies of the Provider or third parties ("**Partners**") ("**Partner Products**").
- 2.4 The Customer acknowledges that within PRO WORK the function for an update may only be used by qualified installers. This means that people who are not professionally trained or certified are not authorized to update the systems in concerned. Any breach of this may result in damage to the

systems or potential safety risks for which the Provider cannot be held responsible.

## 3. Services, Availability

- 3.1 The Services available via PRO WORK include, for example, the provision of software functionalities, data, contributions, image and sound documents, information and other content ("**Content**").
- 3.2 The type and scope of the Services provided, as well as details of their technical requirements and availability, are set out in the service description.
- 3.3 Access to PRO WORK and the Services is either browser-based via a domain ("**Website**"), as an app for use on compatible mobile end devices such as smartphones or tablets ("**App**") or via special, compatible hardware ("**Hardware**"), at the discretion of the Provider. Individual functionalities may be restricted in each case depending on the access type.
- 3.4 Availability: The Provider shall endeavour to ensure that the use of the Services is as uninterrupted as possible within the scope of its technical and operational abilities, but there shall be no entitlement to uninterrupted use. It is not warranted that access to or use of Services will not be interrupted or impaired by maintenance work, further developments or otherwise by disruptions.

## 4. Conditions of Use

- 4.1 Access to PRO WORK and use of the Services require a customer account, which the Provider makes available to the Customer (Section 5).
- 4.2 The Customer is responsible for creating and maintaining the technical requirements necessary in the Customer's area of responsibility for the contractual use of the Services (especially the necessary Hardware, web browser, mobile end device, internet access).
- 4.3 To use the Services via the App, the Customer must download and install the App on his/her smartphone or tablet. The App is available for Android and iOS and must be installed via the respective app store. Details on technical requirements, functionalities and operating instructions are available in the respective app store. The operating instructions serve only to describe the Service and contain neither agreements on quality nor guarantees.
- 4.4 Some Services may require special, compatible Hardware, which must be paired with the App and the customer account. These can be found in the service description. If the Customer is no longer entitled to use the Hardware (e.g., due to sale), he/she is obliged to unpair the Hardware immediately.
- 4.5 The Customer is responsible for informing the owner of the system of any updates and the corresponding consequences and for obtaining the

respective consents to carry out updates and documenting them in a verifiable manner.

The Customer is responsible for any damage caused by improper installation of updates.

## 5. Registration, Customer Account

- 5.1 Registration may require the use of an authentication service (e.g., Bosch ID, SingleKey ID, Apple ID, Google account). Separate terms and conditions apply here, which the Customer must accept separately during registration for the authentication service.
- 5.2 After entering the login data for the authentication service, the Customer is asked, if required, to provide additional information, e.g. name or address ("**Registration Data**"). These Registration Data must be provided in full and correctly and the Customer is obliged to always keep the Registration Data up to date. Registration of a legal entity may be carried out only by an authorized natural person, who must be named.
- 5.3 In order to complete the registration process and submit the Registration Data, the Customer is required to agree to the application of these Terms of Use.
- 5.4 By providing the Registration Data, the Customer submits an offer to the Provider to enter into the Customer Agreement on the basis of these Terms of Use. Acceptance of the Customer's offer by the Provider is effected by means of activation of the customer account.
- 5.5 The Provider reserves the right to verify the identity of the Customer immediately after submission of the Registration Data or at a later point in time, for example by requiring a Customer to click on an activation link sent to the Customer's e-mail address or to enter a code sent to a mobile phone number of the Customer. Until the Customer has provided the required verification, the customer account remains blocked. If the registration is not completed, the Provider reserves the right to delete the incompletely registered customer account.
- 5.6 There shall be no entitlement to registration. The Provider is entitled to not accept a registration without reason.
- 5.7 Each natural person is only permitted to register once with a customer account. Customer accounts are not transferable.
- 5.8 To the extent available, the Customer shall be entitled to create multiple users under its customer account. Each user shall be provided with individual access credentials, which may be linked to an authentication service. The Customer warrants that all users will comply with these Terms of Use as amended from time to time and that all users will act on behalf of the Customer and in accordance with applicable laws. Upon establishment of a user, all actions of the user will be attributed to the customer.
- 5.9 The Customer is obliged to handle his/her login data with care, not to disclose them to third parties

and/or not to allow third parties to access the customer account by circumventing the login data. The Customer is liable for all activities that take place using his/her customer account and for which the Customer is responsible. The Customer shall immediately change his/her password for his/her customer account if he/she has reason to believe that the login data may have become known to unauthorised persons.

## 6. Ordering of Products

- 6.1 Where available, the Customer is able to order Products (e.g. a Smart Service Key) via the App or the Website. This may require Customer to provide further data, e.g., credit card information, company name, VAT number, in order to set up a billing profile.
  - 6.2 The ordering of Products is subject to separate terms and conditions provided during the checkout process.
  - 6.3 As part of the ordering process, the Customer shall be informed of the essential features of the Product, the prices, the terms of payment and delivery, terms, periods of notice and other details ("**Product Information**").
  - 6.4 The presentation of a Product shall not constitute a binding offer by the Provider, but merely an invitation to make orderings (*invitatio ad offerendum*). The contractual relationship for the Product comes into effect as soon as the Provider accepts the Customer's offer. The acceptance can be made explicitly, e.g., by a contract confirmation by e-mail, or by implication, e.g., by providing or delivering the Product.
  - 6.5 The following general obligations in electronic commerce do not apply to the ordering of Products:
    - a) The provision of adequate, effective and accessible technical means by which the Customer can identify and correct input errors before placing his order,
    - b) the clear and comprehensible communication of the information specified in Article 246c of the Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*) in good time before placing an order, and
    - c) the immediate confirmation of receipt of the Customer's order by electronic means.
  - 6.6 The text of the agreement (consisting of the Product Information, the terms and conditions and, if applicable, product/service description) shall be sent to the Customer on a permanent data carrier (e.g., e-mail).
  - 6.7 The Provider is also entitled to offer Products free of charge on a trial basis for a certain period of time ("**Trial Subscription**"). If the Trial Subscription is not cancelled in due time, it shall become a paid Product subscription from the first day after the expiry of the Trial Subscription.
- ## 7. Partner Products
- 7.1 PRO WORK may offer the Customer the opportunity to order Partner Products with Partners

free of charge or for a fee. Orders made by the Customer for Partner Products are forwarded to the Partners on the Customer's behalf.

- 7.2 The agreement on the respective ordered Partner Product is concluded directly and exclusively between the Customer and the respective Partner. The Provider shall not become a contractual partner of the Customer and shall not assume any responsibility for an agreement concluded with a Partner via PRO WORK. The Provider is also not a representative of the Partner. In the relationship with the Customer, the Partner is solely responsible for the provision of its Partner Products, as well as for any complaints on the part of the Customer, even if the Provider, under certain circumstances, assumes individual obligations as the operator of PRO WORK as a vicarious agent of the Partner. This does not entitle the Customer to any contractual claims of his own against the Provider. The Provider does not assume any warranty for the correctness and completeness of the information provided and declarations made by the Partner.
- 7.3 Payment for Partner Products is made directly to the Partner].
- 7.4 Notwithstanding the provisions of Section 7.2, by virtue of statutory VAT provisions and for VAT purposes only, it is deemed that the Provider becomes part of the legal transactions concerning the ordering of Partner Products via PRO WORK between Partners and the Customer: The Provider is deemed to act on its own behalf and for the account of Partners. Partners shall consequently invoice the Provider for the remuneration (or the Provider shall issue a VAT credit note to the Partner) and the Provider shall invoice the Customer for the remuneration.

## 8. Customer Content

- 8.1 The Provider may enable the Customer to post, upload, store, create, share, send or display his/her own content ("**Customer Content**") and make it available to third parties ("**Transfer**"), subject to the following provisions.
- 8.2 The Customer is obliged not to transfer any Customer Content which, by its content, form, design or in any other way, violates the Terms of Use, applicable law or morality or infringes the rights of third parties.
- 8.3 The Provider may prescribe rules of conduct for the Transfer of Customer Content and for communication and interaction with other Customers.
- 8.4 By the Transfer of Customer Content, the Customer shall grant the Provider a non-exclusive, irrevocable right of use, without territorial or content restrictions, transferable to third parties and free of charge, to the Customer Content for the purpose of providing PRO WORK and the Services offered via it. This includes in particular the right of reproduction, the right of distribution and the right of public reproduction, in particular the right of making available to the public. The Customer remains the owner of his/her Customer Content.
- 8.5 The Customer shall waive the right to author

attribution.

- 8.6 To the extent that the Provider expressly offers the option of removing transferred Customer Content, the aforementioned right of use and exploitation shall expire upon deletion of the Customer Content. However, the Provider remains entitled to retain copies made for backup and/or verification purposes, subject to applicable data protection legislation.
- 8.7 The Customer is responsible for the Customer Content posted by him/her. The Provider shall not assume any responsibility for checking the completeness, correctness, legality, topicality, quality and suitability for a particular purpose of the Customer Content.
- 8.8 The Provider is entitled to refuse the posting of Customer Content and/or to edit, block or remove Customer Content already posted without prior notice if the posting of Customer Content by the Customer or the posted Customer Content itself violates these Terms of Use, applicable law or good morals or infringes third party rights. In this case, the Provider will take into account the legitimate interests of the Customer and choose the mildest means to avert a violation. The Provider shall inform the Customer of this measure by e-mail.

## 9. PRO WORK Content

- 9.1 All rights in the Provider's Services and their Content ("**PRO WORK Content**") are owned exclusively by the Provider or its licensors and are protected by copyright or other intellectual property rights. The compilation of the PRO WORK Content is also protected as such by copyright.
- 9.2 The PRO WORK Content may only be accessed and displayed online for the Customer's own purposes during the term of the Customer Agreement. The Customer is prohibited from copying, distributing and/or publishing PRO WORK Content.
- 9.3 If PRO WORK is used in the context of a commercial or professional activity, the Customer may use the PRO WORK Content available via PRO WORK exclusively for his/her own internal business purposes. Any further commercial use of the available PRO WORK Content is prohibited (see also Section 11).

## 10. Third Party Content, Third Party Services

- 10.1 PRO WORK and the Services may contain links to Content that is not exclusively provided by the Provider, but by Customers, Partners or other third parties (collectively, "**Third Party Content**").
- 10.2 This may also include the possibility of connecting the customer account or the Services with Third Party Content that is part of an application (e.g. app of a third party) offered externally by third parties ("**Third Party Services**"). If the Customer makes use of Third Party Services, the Customer shall be responsible for the costs associated therewith and compliance with the Terms and Conditions applicable to the Third Party Services.
- 10.3 The Provider does not check Third Party Content and Third Party Services for completeness,

correctness and legality and does not adopt them as its own. In particular, the Provider does not check the security aspects in connection with Third Party Content and Third Party Services. Therefore, the Provider does not assume any warranty for the completeness, correctness, legality and up-to-dateness of the Third Party Content and Third Party Services. This also applies with regard to the quality of the Third Party Content and Third Party Services and their suitability for a specific purpose, and also insofar as it concerns Third Party Content on linked external websites that may be viewed by way of framing.

- 10.4 The Provider will, at its sole discretion, investigate reasonable indications of violations of these Terms of Use or any illegality of individual Third Party Content or Third Party Services (or parts thereof) and, if necessary, take appropriate measures to discontinue this condition. In particular, the Provider will immediately remove illegal Third Party Content as soon as the Provider becomes aware of its illegality and insofar as this is technically possible.

## **11. Prohibited Activities**

- 11.1 The Services available through PRO WORK are intended solely for the legally compliant use of the Customer. Any use for other purposes is prohibited unless such use has been expressly permitted in advance and in writing by the Provider. Unauthorised use includes in particular:

- a) Offers and promotion of paid Content and Services, both our own and those of third parties,
- b) Offers, promotions and implementation of activities, such as prize competitions, raffles, barter transactions, advertisements or snowball systems,
- c) Collecting electronically or otherwise the identity and/or contact details (including e-mail addresses) of Customers (e.g., for sending unsolicited e-mails),
- d) The exploitation of the Services available via PRO WORK, including the Content offered herewith, in return for payment.

- 11.2 The Customer is prohibited from any activities on PRO WORK and in connection with the use of the Services that violate these Terms of Use, applicable law or morality. In particular, the Customer undertakes to comply with applicable law and not to infringe the rights of third parties.

- 11.3 Also prohibited is any action that is likely to impair the operation of PRO WORK as well as the Services and the technical infrastructure behind them. This includes in particular

- a) the Transfer of Content that contains viruses, worms, malware, trojans or harmful properties,
- b) the use of software, scripts or databases not approved by the Provider in connection with the use of PRO WORK and the Services,
- c) the automatic reading, blocking, overwriting, modification, copying of data and/or other

Content, except as necessary for the proper use of PRO WORK and the Services,

- d) activity to decrypt, decompile, disassemble, reconstruct, or otherwise attempt to discover the source code, any software or proprietary algorithms used, except as permitted by mandatory non-waivable provisions.

- 11.4 If the Customer becomes aware of an illegal, abusive or otherwise unauthorised use of the Services, the Customer may contact BOSCH Thermotechnik GmbH, Department Product Area Diagnose & Partnering Business (HC/XAD), Sophienstr. 30-32, 35576 Wetzlar by post or via e-mail to [zukunft@buderus.de](mailto:zukunft@buderus.de). The Provider shall then examine the matter and, if necessary, take appropriate steps.

- 11.5 In the event of significant breaches of duty for which the Customer is responsible, the Provider is entitled to terminate the Customer Agreement for good cause in accordance with Section 14.

## **12. Suspension**

- 12.1 The Provider may suspend the Customer's access to PRO WORK and/or the Services if the Provider determines that

- a) the use of PRO WORK and/or the use of the Services (i) poses a security risk to PRO WORK and/or the Services and/or a third party; (ii) adversely affects PRO WORK and/or the Services or other customer's systems or content; (iii) violates applicable law or third-party rights; (iv) could subject Provider, its affiliates or third parties to liability for damages; or (v) is fraudulent,
- b) the Customer violates these Terms of Use,
- c) the Customer is in default of its payment obligations for more than 30 days.

- 12.2 The Provider shall inform the Customer of the suspension by sending a notification to the e-mail address associated with the customer account prior to the suspension, unless the Provider has to act immediately due to urgency and is therefore unable to send a prior notification to the Customer.

- 12.3 The suspension shall be revoked as soon as the Customer has resolved the problem that led to the suspension.

- 12.4 Provider's right to suspend Customer's access to PRO WORK and/or the Services is in addition to Provider's right to terminate these Terms of Use pursuant to Section 14 and to exercise any other remedies available to Provider under applicable law.

## **13. Fees, Payment**

- 13.1 Registration, access to PRO WORK and use of the Services are free of charge. With regard to the Products, the prices at the time of ordering shall apply. All prices are exclusive of value added tax.

- 13.2 The fees for the Products are due immediately upon conclusion of the contract.

- 13.3 Information on payment methods, payment dates

and any additional costs incurred can be found on the Website or in the App.

- 13.4 Insofar as Products are ordered via an App, payments shall be processed via the respective app store. In this case, the terms and conditions and payment conditions of the respective app store shall apply with precedence to these Terms of Use. In the event of contradictions between the app store terms and conditions and these Terms of Use, the app store terms and conditions shall take precedence.

#### **14. Term, Termination**

- 14.1 The Customer Agreement is concluded for an indefinite period. It begins with the date of registration and ends with the effectiveness of a termination by the Provider or the Customer.

- 14.2 The Provider may terminate the Customer Agreement at any time with a period of notice of one month to the end of the month, but no earlier than the expiration of an ordered Product, provided this is a subscription.

- 14.3 The Customer may terminate the Customer Agreement at any time. If the Customer has ordered one or more Products, the Customer Agreement can only be terminated together with the contracts for the Products, and no earlier than the expiry of the term for the Product with the longest term.

- 14.4 The right to terminate for good cause remains unaffected for both parties.

##### **14.5 Form of termination**

- a) The termination of the user contract or any product subscription can be done in the device settings.
- b) The uninstallation of an App does not constitute a termination of the Customer Agreement. Any obligations to the Provider to pay agreed usage fees for Products shall remain unaffected by uninstallation of the App.
- c) Termination of a Product subscription ordered via an App shall take place via the respective app store.

##### **14.6 Consequences of termination**

- a) In the event of termination of the Customer Agreement, the customer account shall be blocked as of the termination date and the Customer shall no longer have access to his customer account, the Services and the Customer Content.
- b) In the event of termination of the Customer Agreement, the Provider shall be entitled to irretrievably delete the data created in connection with the customer account upon expiry of any statutory retention periods 30 calendar days after the termination takes effect. For personal data, the regulations on data protection shall apply with priority, which may also provide for a shorter period for deletion.
- c) The Customer is obliged to export and save his data and Customer Content on his own

responsibility in due time before termination of the Customer Agreement or expiry of the aforementioned period.

#### **15. Warranty**

The Provider shall not assume any warranty for material defects and defects of title for PRO WORK and the Services, except in cases where the Provider has fraudulently concealed the respective material defect or defect of title.

#### **16. Liability**

- 16.1 The Provider shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of applicable Product Liability Acts, (iii) to the extent of a guarantee assumed by the Provider, and (iv) in the event of injury to the life, body or health of a person.

- 16.2 In the case of negligently caused damage to property and financial loss, the Provider shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage that was foreseeable and typical for the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterizes the contract and on which the Customer may rely.

- 16.3 Notwithstanding the provision in Section 16.1, the liability of the Provider in the event of negligent breach of a material contractual obligation proven by the Customer shall be limited in the amount as follows for all cases of damage occurring in the same contract year:

- a) The maximum amount of liability per contract year shall not exceed 100,000 Euros.
- b) If the maximum liability amount is not reached in a contract year, the maximum liability amount shall not be increased in the following contract year. A contract year in the above sense is the first period of twelve months from the time of registration and each subsequent twelve-month period.

- 16.4 Statutory limitations of liability, which deviate from the above liability regulations in favour of the Provider, shall remain unaffected.

- 16.5 The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of the Provider and to the personal liability of employees, representatives and bodies of the Provider as well as to claims for reimbursement of expenses.

#### **17. Indemnification**

The Customer indemnifies the Provider in the event of a claim due to an alleged or actual infringement and/or violation of third party rights from all third party claims, including damages arising therefrom (e.g., costs for appropriate legal defence), resulting from actions of the Customer in connection with the use of PRO WORK and the Services, unless Customer is not responsible for the claim.

#### **18. Data Protection**

All information on the processing of personal data can be found in the Provider's data protection notice. The data privacy policy can be viewed in the settings under Privacy Policy.

## 19. Data collection and data use

- 19.1 During the use of PRO WORK, data can be transmitted to backend systems of the Provider.
- 19.2 The Customer authorizes the Provider to collect the data generated, stored and/or created in the Customer's products associated with PRO WORK (hereinafter referred to as „Data“) and to use it for the provision of the PRO WORK.

The Customer furthermore grants Provider a simple, sublicensable right of use to the data, unlimited in terms of content, scope and time, insofar as the data is not or no longer personal data within the meaning of Regulation (EU) 2016/679. This right entitles the Provider to use and process the data freely for its own purposes. The Provider warrants that it will not use the data to gain insight into the economic situation, assets and production methods of the Customer or into the use by the Customer in any other way that could undermine the commercial position of the Customer on markets in which it is active. The provisions of applicable data protection laws remain unaffected. Further notes and information can be found in the information on data access.

- 19.3 In the event that the Customer is not itself entitled to the data, or the authorization for the granting of a right of use pursuant to paragraph 2 is not sufficient, the Customer shall inform its own contractual partner ("User") of this right of use prior to the provision of the associated service and shall be obligated accordingly. In the event that the User does not agree to these provisions, the Customer waives use of the service.

## 20. Confidentiality

- 20.1 "**Confidential Information**" shall mean all information and documents of the other party which are marked as confidential or which are to be regarded as confidential according to the circumstances, in particular information on operational processes, business relationships and know-how.
- 20.2 The parties agree not to disclose Confidential Information, unless otherwise expressly stated in these Terms of Use. This obligation continues for a period of 5 years after termination of the Customer Agreement. For trade secrets within the meaning of Directive (EU) 2016/943 the confidentiality obligation remains unaffected also for the period after 5 years as long as the respective information does qualify as trade secret.
- 20.3 The parties shall only grant access to Confidential Information to those bodies or employees or bodies or employees of affiliated companies within the meaning of Sections 15 and following German Stock Corporation Act (*Aktiengesetz*) who have previously been subject to confidentiality obligations corresponding to the confidentiality obligations of these Terms of Use. A transfer to other third parties is only permitted if they are

bound to secrecy by professional secrecy. Furthermore, the parties will only disclose the Confidential Information to those employees and other third parties who need to know in order to comply with these Terms of Use and - as far as employees are concerned - will oblige such employees to maintain confidentiality to the extent permitted by employment law even after they have left the company.

- 20.4 Excluded from the foregoing obligations of confidentiality is such Confidential Information

- a) which was demonstrably already known to recipient at the time of the conclusion of these Terms of Use without breach of any contractual or statutory duty of confidentiality, or become lawfully known to recipient thereafter from a third party without being subject to any duty of confidentiality,
- b) which is publicly known at the time of conclusion of the Customer Agreement or are made publicly known thereafter, unless this is based on a breach of the Customer Agreement,
- c) which has been independently developed by a party independently of any Confidential Information obtained under Terms of Use,
- d) which must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permitted and possible, the recipient subject to the disclosure obligation will give prior notice to the other party,
- e) which is disclosed by one party with the prior written consent of the other party.

- 20.5 Publications relating to the subject matter of the Terms of Use are only permitted with the consent of both parties. For publications concerning the Provider, the regulations at: <https://brandguide.bosch.com/document/78/en#/the-brand-management/brand-positioning> must be observed for the brand Buderus accordingly.

- 20.6 Customer agrees not to carry out any observation, examination, dismantling or reverse engineering of PRO WORK and the Services without the prior consent of Provider, unless PRO WORK and the Services are publicly available. Customer is not entitled to disassemble, decompile or translate received Software into any other code form, without prejudice to the Customer's mandatory copyright rights under Articles 5 and 6 of EU Directive 2009/24/EC (exceptions to acts requiring consent and decompilation).

## 21. Export Control and Customs

- 21.1 Each party is entitled to refuse to perform its obligations under these Terms of Use insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to these Terms of Use ("**Foreign Trade Law**"). In such cases, either party is entitled to terminate these Terms of Use to the extent



necessary. If a partial performance is excluded for technical or legal reasons or if a party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.

- 21.2 If the fulfilment of the contract is delayed due to approval, authorization or similar requirements under Foreign Trade Law (hereinafter collectively referred to as **Authorization**), agreed delivery periods and delivery dates shall be extended/postponed accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be refused or not be granted within three (3) months from the date of application, either party shall be entitled to terminate these Terms of Use, in any case to the extent that the fulfilment of the contract requires the Authorization. If a partial performance is excluded for technical or legal reasons or if a party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.
- 21.3 Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance to Section 20.1 or delay in performance according to Section 20.2.
- 21.4 Upon Provider's request, Customer must provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on end customers/users, the destination and the intended end-use of PRO WORK, the Services and/or Products. Provider, in its sole discretion, shall be entitled to withdraw from any contracts or to refuse the performance under these Terms of Use if the Customer does not provide the Provider with such information and documents within a reasonable period of time.
- 21.5 In the event that Customer provides the Software to any third party (specifically including any affiliate of the Customer), the Customer shall comply with applicable Foreign Trade Law. Provider is entitled to refuse to perform its obligations under these Terms of Use and to terminate the license terms and conditions for cause if Customer breaches this obligation.
- 21.6 To the extent permitted by applicable law, Provider takes no liability for any claims of the Customer for damages related to or arising from Provider's refusal to perform obligations under these Terms of Use or termination of the Customer Agreement in accordance with Sections 20.1, 20.2, 20.4 und 20.5.
- 21.7 Any customs-cross-border provision of digital products (incl. related know-how, technology, or data) shall be made exclusively in electronic form.

## **22. Change of the Terms of Use**

- 22.1 The Provider is entitled to change or supplement these Terms of Use at any time with effect for the future if this is necessary due to legal changes or due to functional or technical developments of PRO WORK or the Services.
- 22.2 The Customer shall be notified of a change or

addition at least six weeks before it takes effect on a permanent data carrier (e.g., by e-mail or paper printout). If the Customer does not object to the change or amendment within 30 days of the announcement of the change or amendment, this shall be deemed to be consent to the change or amendment ("*deemed consent*"); the Provider shall make separate reference to this in the announcement. The deemed consent does not apply to a change that affects a main service of the Customer Agreement if this would result in an unfavourable disproportion between service and consideration to the detriment of the Customer. In the event of an objection, the usage relationship shall be continued under the previous conditions.

- 22.3 Editorial changes to these Terms of Use, i.e., changes that do not affect the Customer Agreement, such as the correction of typing errors, shall be made without notifying the Customer.

## **23. Updates, Service changes**

### **23.1 Updates**

- a) The Provider may provide updates to the Services, e.g., to close security gaps or to eliminate errors. It is the Customer's responsibility to install updates without delay and to update the operating system of his mobile end device if this is required for an update of the Services.
- b) Regarding the Products, the statutory provisions on update obligations shall apply. The Provider shall inform the Customer in reasonable time about the provision of such updates, as well as about the legal consequences of an installation not performed within a reasonable time.
- c) The Provider is entitled to directly download and install security updates, for example to maintain product or data security, regardless of the Customer's settings. If the Provider performs a security update, it shall inform the Customer thereof.

### **23.2 Change of Service**

- a) The Provider shall be entitled to change, supplement or discontinue the Services at any time or to limit the use of the Services for a limited period of time or to make them available against payment. The Customer shall not be entitled to maintain certain Services or parts thereof. The Provider will consider the legitimate interests of the Customer.
- b) The Customer's claims to provision of the Services for reasons outside these Terms of Use (e.g., the purchase of Hardware that is dependent on the operability of the Services) shall remain unaffected. To the extent that the Customer is entitled to such claims for the provision of the Services, Sections 21.1 to 21.2 shall apply accordingly to any changes thereto.

## **24. Applicable Law, Place of Jurisdiction**

- 24.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN United Nations Convention on Contracts for the International Sale

of Goods

- 24.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany.

## **25. Final provisions**

- 25.1 Operational disruptions caused by unavoidable events (i) beyond Provider's control, (ii) which could not be averted with reasonable effort, and (iii) which could not have been foreseen even when exercising with extreme care, and (iv) which make Provider's obligations under these Terms of Use considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions ("**Force Majeure**"), discharge Provider from its obligations under these Terms of Use for the duration of such an event plus a reasonable restart period.
- 25.2 Legally relevant declarations and notifications to be made to the Provider after the conclusion of the contract (e.g., setting of deadlines) shall be made in text form (letter, e-mail) to be effective).
- 25.3 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the remaining provisions.

**Bosch Thermotechnik GmbH**