

BSTP Portal Terms of Use

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Bosch Service Solutions GmbH, Mainzer Landstrasse 193, 60326 Frankfurt am Main, Germany, VAT-ID: DE281574421 operates a cloud-based portal under www.portal.bosch-secure-truck-parking.com where users can subscribe to logistics services on a digital booking service utilizing portal services provided by the BSTP Portal. These terms of use govern the access to the BSTP Portal and use of the Portal Services by Portal Users.

The BSTP Portal is operated for businesses only and does not accept consumers within the meaning of Section 13 of the German Civil Code (*Bürgerliches Gesetzbuch*) as Portal Users. According to Section 13 of the German Civil Code (*Bürgerliches Gesetzbuch*) a “consumer” means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

1. Definitions

- 1.1 **“Access Credentials”** means one or more combinations of usernames and passwords used to control access to an Account and only known to Portal User and Portal User’s representatives.
- 1.2 **“Account”** means the authorization of Portal User to access the BSTP Portal.
- 1.3 **“Affiliated Company”** means an entity that controls, is controlled by, or is under common control with a Party to the Portal User Agreement, where “control” means the direct or indirect holding of more than 50% of equity ownership or voting rights.
- 1.4 **“Authorized Representatives”** means Portal User's employees, consultants, contractors, and agents who are authorized by Portal User to access and use the Services under the rights granted to Portal User pursuant to the Portal User Agreement, any separate agreement or the Service Provider Agreement, as applicable.
- 1.5 **“Booking Service”** is a Portal Service and means the digital booking functionalities for Services available on the BSTP Portal enabling Service Providers to offer and sell BSTP Services to Customers.
- 1.6 **“BSTP Portal ToU”** means these terms and conditions governing the access to the BSTP Portal and use of the Portal Services.
- 1.7 **“BSTP Portal”** means the cloud-based digital booking services portal for logistics services operated by Portal Operator under www.portal.bosch-secure-truck-parking.com.
- 1.8 **“BSTP Service Agreement”** means the separate agreement for the provision of a BSTP Service entered into between a Service Provider and a Customer.
- 1.9 **“BSTP Services”** means the parking and/or logistics services operated, maintained and/or provided to Customers by a Service Provider. BSTP Services are hosted and operated by Service Providers on owned or third-party infrastructure and made available to Customers for use through the Booking Service and is governed by the terms of the BSTP Service Subscription.
- 1.10 **“BSTP”** means Bosch Secure Truck Parking.
- 1.11 **“Confidential Information”** means all tangible or intangible information which is marked as confidential or which should reasonably be understood to be confidential given its nature and the circumstances of its disclosure, including without limitation any information about operational processes, business relationships and know-how including non-public information regarding the availability, performance or functionality of the BSTP Portal and the Portal Services.
- 1.12 **“Content”** means all content available through the BSTP Portal, such as software (including source code), software functionalities, APIs, data, text, audio, video or images, including documentation, sample code, software libraries, command line tools, proofs of concept, templates, and other related technology.
- 1.13 **“Customer”** means a person who uses a booked BSTP Service.
- 1.14 **“First Level Support”** is a Portal Service and means the support services provided by Portal Operator to Portal Users pursuant to Sections 9.1 and 9.2.
- 1.15 **“Foreign Trade Law Authorization”** means any approval, authorization or similar requirements under Foreign Trade Law.
- 1.16 **“Foreign Trade Law”** means any foreign trade law including, without limitation, national and international (re-)export control and customs laws and regulations, including embargos and other sanctions, which is – in accordance with such law – applicable to the Portal User Agreement, Portal Service, the BSTP Portal or generally the Services.
- 1.17 **“Listing Agreement”** means the additional terms and conditions governing the legal relationship between Service Provider and Portal Operator (which is separate to these BSTP Portal ToU). Insofar Bosch Service Solutions GmbH itself acts as a Service Provider, a Listing Agreement is not required.
- 1.18 **“Listing”** means the placement of a specific BSTP Service by a Service Provider on the BSTP Portal in his own name subject to the terms of the Listing Agreement. Insofar as Bosch Service Solutions GmbH itself acts as a Service Provider, the listing takes place without a separate listing agreement.
- 1.19 **“Party”** means each of Portal User and Portal

Operator individually and “**Parties**” refers to Portal User and Portal Operator together as parties to the Portal User Agreement.

- 1.20 “**Payment Service Provider**” means a third-party provider of electronic payment processing services.
- 1.21 “**Portal Operator Content**” means Content provided by Portal Operator.
- 1.22 “**Portal Operator**” means Bosch Service Solutions GmbH, Mainzer Landstrasse 193, 60326 Frankfurt am Main, Germany as the operator of the BSTP Portal. For the purposes of these BSTP Portal ToU, Bosch Service Solutions GmbH can also act as Service Provider.
- 1.23 “**Portal Services**” means integrated services as further described in Section 6. Unless otherwise agreed in a separate agreement, Portal Operator makes the Portal Services available to Portal Users free of additional charge upon successful conclusion of a Portal User Agreement.
- 1.24 “**Portal User Agreement**” means the legal contract between Portal Operator and Portal User based on and incorporating these BSTP Portal ToU.
- 1.25 “**Portal User Content**” means Content provided by Portal User.
- 1.26 “**Portal User**” means a user of the BSTP Portal, e.g. but not exclusively Service Providers and Customers and parking space operators.
- 1.27 “**Registration Data**” means any information requested from Portal User during Registration, e.g. company name, address, indirect tax identification number (e.g. VAT identification number), telephone number, e-mail address and other financial, business or tax information.
- 1.28 “**Registration**” means the registration process set out in Section 4 required to be completed before Portal User’s Account is activated.
- 1.29 “**Service Information**” means information about the essential features of the respective Service, the service fees, duration, termination notice periods and other details.
- 1.30 “**Service Provider**” means a Portal User who operates, maintains and/or provides a BSTP Service which is booked via the BSTP Portal and has entered into a Listing Agreement with the Portal Operator.
- 1.31 “**Services**” means both BSTP Services and Portal Services.
- 1.32 “**Share**” is used as a verb and means the possibility for Service Provider to post, upload, store, create, share, send or display Portal User Content on the BSTP Portal to make it available to other Portal Users and Portal Operator.
- 1.33 “**Third Party Content**” means Content provided by a third party other than Portal Operator or in conjunction with the BSTP Services. Third Party Content includes BSTP Services.
- 1.34 “**Usage Data**” means any machine data (e.g.

sensor or other machine data), and/or any system data (e.g. log files, information on utilization or availability), automatically transmitted through or generated by the BSTP Portal and Portal Services.

- 1.35 “**Year**” means an initial period of twelve months from the date of conclusion of the Portal User Agreement and any subsequent twelve-month period.

2. Scope

- 2.1 These BSTP Portal ToU apply to Portal User’s access to the BSTP Portal and the use of Portal Services.
- 2.2 The Listing of BSTP Services for Booking Services on the BSTP Portal is subject to a separate Listing Agreement, which applies in addition to these BSTP Portal ToU. In case of conflicts between the provisions of these BSTP Portal ToU and the Listing Agreement, the latter shall take precedence.
- 2.3 Terms and conditions of Portal User deviating from or in conflict with a) these BSTP Portal ToU; b) the terms of Listing Agreement; c) the terms of BSTP Service Agreement; and d) the BSTP Data Processing T&Cs shall not apply, even if Portal Operator does not expressly object to such terms and conditions.

3. Conclusion of Portal User Agreement

- 3.1 The Portal User Agreement is concluded upon completion of the Registration (Section 4) by Portal User and activation of an Account by Portal Operator.
- 3.2 Upon conclusion of the Portal User Agreement, Portal User may access the BSTP Portal and use the Portal Services.

4. Account, Registration

- 4.1 Access to the BSTP Portal and use of Services require an Account, which Portal Operator makes available to Portal User upon Registration.
- 4.2 Registration may require the use of an authentication service (e.g., Bosch ID, SingleKey ID, Apple ID or Google account). The terms and conditions of such authentication service are outside the scope of these BSTP Portal ToU and Portal Operator is not responsible for such authentication service.
- 4.3 Portal User will be asked to provide Registration Data. Registration Data must be provided completely and correctly. Portal User shall keep Registration Data up to date during the term of the Portal User Agreement. Registration of a legal entity may only be carried out by an authorized representative, who must be named.
- 4.4 To complete the Registration and submit Registration Data, Portal User must accept these BSTP Portal ToU.
- 4.5 By providing Registration Data, Portal User submits an offer to Portal Operator to enter into a Portal User Agreement. The activation of the Portal

- User's Account shall be deemed acceptance by the Portal Operator.
- 4.6 Portal Operator reserves the right to verify the identity of Portal User upon submission of Registration Data or at any later point in time, for example by requiring Portal User's confirmation via (i) an activation link sent to Portal User's e-mail address or (ii) a code sent to a mobile phone number submitted by Portal User. Until Portal User has provided the required verification, Portal User's Account will remain blocked. If Registration is not fully completed or completed incorrectly, Portal Operator reserves the right to delete any incomplete Registration Data.
- 4.7 Portal Operator in its sole discretion reserves the right to reject any Registration.
- 4.8 Accounts are not transferable.
- 4.9 To the extent that Portal Operator offers the corresponding functionality, Portal User may create multiple Access Credentials for Authorized Representatives to permit access to Portal User's Account. Portal User warrants that all Authorized Representatives provided with Access Credentials (a) will comply with these BSTP Portal ToU (as amended from time to time) and applicable laws and regulations; and (b) are authorized to act on behalf of Portal User. Upon establishment of individual Access Credentials for Authorized Representatives, all actions of such Authorized Representatives will be attributed to Portal User.
- 4.10 Portal User is obliged to handle all Access Credentials associated with the Account with care, not to disclose them to third parties and not to allow third parties to access the Account. Portal User is liable for all activities that take place using Portal User's Account and for which Portal User is responsible. Portal User shall immediately change the Access Credentials for Portal User's Account if Portal User has reason to believe that Access Credentials may have become known to unauthorised persons.
- 5. BSTP Portal Access and Availability**
- 5.1 Access to the BSTP Portal and the Portal Services is browser-based. Subject to separate terms of use, Portal Operator may, at its sole discretion, also provide access through a mobile app for use on compatible mobile devices such as smartphones or tablets. Individual functionalities may be restricted depending on the type of access.
- 5.2 Portal Operator will use commercially reasonable efforts to ensure uninterrupted access to the BSTP Portal and the use of Portal Services pursuant to Sections of 5.3, 5.4 and 5.5.
- 5.3 The BSTP Portal is available if the Portal User can execute and use the essential functions of the BSTP Portal. The availability of the BSTP Portal is defined as the percentage of time during which the BSTP Portal is available for use by the Portal User at the internet node of the data center of the Portal Operator or its subcontractor during a calendar year. The definition applies accordingly to the calculation of unavailability.
- 5.4 Availability is calculated according to the following formula: $\text{Availability} = (\text{calendar year (h)} - \text{unavailability (h)}) / \text{calendar year (h)}$. The agreed minimum availability is 99%, based on a calendar year.
- 5.5 If the BSTP Portal is unavailable due to (i.) planned maintenance work (e.g. for updates and upgrades); (ii.) other planned business interruptions, (iii.) unplanned maintenance work for good cause or for other reasons for which the Portal Operator is not responsible, the BSTP Portal shall be deemed available during these times for the purposes of the availability calculation.
- 6. Portal Services**
- 6.1 The type and scope of Portal Services as offered by Portal Operator from time to time are described at www.portal.bosch-secure-truck-parking.com.
- 6.2 Portal Operator may change, supplement or discontinue Portal Services at any time or limit the use thereof to a certain period of time or convert them into paid services. Portal Operator shall consider Portal User's legitimate interests when making changes as contemplated herein.
- 6.3 Portal User is responsible for creating and maintaining the technical system requirements necessary in Portal User's sphere of responsibility to access the BSTP Portal and use the Portal Services (e.g. necessary hardware, software (e.g. web browser), mobile devices, internet access).
- 6.4 In the event that Portal Operator offers a mobile app to access the BSTP Portal and use Portal Services, Portal User may download and install the mobile app on compatible mobile devices such as smartphones or tablets via the respective app store. Details on technical requirements, functionalities and operating instructions are available in the respective app store. The operating instructions serve only to describe the service and contain neither agreements on quality nor guarantees.
- 6.5 Portal Operator has the right to have the Portal Services performed by third parties (including Portal Operator's Affiliated Companies).
- 7. BSTP Services**
- 7.1 BSTP Service Agreements may require a prior general admission by the specific Service Provider.
- 7.2 The type and scope of the individual BSTP Service offered by Service Providers from time to time is described in the specific section at the BSTP Portal.
- 7.3 The presentation of a BSTP Service on the BSTP Portal does not constitute a binding offer by the Service Provider, but shall be understood to merely be an invitation by the Service Provider to the Customer to make an offer to enter into an agreement (invitatio ad offerendum) by using the Booking Service. BSTP Service Agreement offers, made by Customer to Service Provider, are binding offers by Customer and automatically forwarded to the respective Service Provider.

- 7.4 The respective subscription only comes into effect upon Service Provider's acceptance of Customer's offer. Such acceptance can be made explicitly, e.g., through confirmation by e-mail or by provision of the BSTP Service.
- 7.5 The terms of a BSTP Service Agreement are either (i) set out on respective the individual Service Information section at the BSTP Portal or (ii) are set out in a framework agreement concluded in advance between the Service Provider and the Customer and the respective individual Service Information. The Customer agrees to the individual Service Information by submitting BSTP Service Agreement offer to the Service Provider as set out in section 7.3
- 7.6 BSTP Service Agreements are made available by Service Providers in their own name and on their own account.
- 7.7 BSTP Service Agreements are solely entered into between Customer and the respective Service Provider. Unless Bosch Service Solutions GmbH does not additionally act as Service Provider, Portal Operator is not a party to such contract/subscription and does not assume any responsibility or liability for BSTP Service Agreements. Portal Operator does not act as a representative of Service Providers. Service Provider is solely responsible for the provision of the respective BSTP Services and any complaints or issues arising out or in connection with the BSTP Services despite Portal Operator being the technical operator of the BSTP Portal and its Booking Services and serving as a technical service provider to Service Providers. This does not entitle Customer to any claims against Portal Operator, unless Bosch Service Solutions GmbH acts itself as Service Provider. Portal Operator does not assume any liability or provide any warranty for (i) the correctness and completeness of the information or statements made by the Service Providers and/or (ii) the BSTP Services provided by Service Providers.

8. General rules for BSTP Service Agreements

- 8.1 BSTP Service Agreements may require Customer to provide further data, e.g., credit card information, company name, VAT number etc., in order to set up a billing profile.
- 8.2 The terms and conditions of a subscription (consisting of the Service Information and the applicable Portal Service Terms) will be sent to Portal User on a permanent data carrier (e.g., e-mail).

9. Support

- 9.1 Portal Operator provides First Level Support in English language 24 hours per day, every day of the week throughout the year (24/7/365) available through its helpdesk via telephone under 004969999929029, by e-mail via support.truckparking@de.bosch.com.
- 9.2 First Level Support comprises receiving incident

reports from Portal User regarding access to the BSTP Portal and the use of Portal Services as well as from Customers regarding their use of BSTP Services. Upon receipt, incident reports will be reviewed to determine the service category to which they relate and then forwarded to either Portal Operator's second level support (for Portal Services) or the respective Service Provider (for BSTP Services) for further processing. Portal Operator's second level support or Service Provider' second level support, respectively, will then be responsible to further analyze and process the incident.

- 9.3 Service Providers are solely responsible for all incidents, errors or issues associated with their BSTP Services and for providing support for their BSTP Services beyond First Level Support. Except for First Level Support, Portal Operator has no obligation to provide any further support or assistance in relation to BSTP Service Agreements and Service Providers are solely responsible for the maintenance and support of their BSTP Services in relation to Customers.

10. Intellectual Property, Usage rights, Portal Operator Content

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

11. Portal User Content

- 11.1 Portal Operator may enable Portal User to Share Portal User Content on the BSTP Portal, subject to the following provisions.
- 11.2 Portal User shall not to Share any Portal User Content which, by its content, form, design or in any other way, violates these BSTP Portal ToU, applicable law or regulation, or morality or infringes the rights of third parties.
- 11.3 Portal Operator may prescribe rules of conduct for the Sharing of Portal User Content.
- 11.4 By Sharing Portal User Content, Portal User grants to Portal Operator a non-exclusive, irrevocable and unlimited right to use, modify and exploit Portal

User Content free of charge for the purpose of providing the BSTP Portal and the Services offered via it. The usage right is transferable and sub-licensable to third parties and granted without any geographical restrictions or other restrictions in scope. This includes but is not limited to the right of reproduction, the right of distribution and the right of public reproduction, in particular the right of making available to the public. The Portal User remains the owner of Portal User Content.

- 11.5 Portal User hereby waives the right to author attribution.
- 11.6 To the extent that Portal Operator expressly offers the option of removing Shared Portal User Content, the aforementioned right of use and exploitation shall expire upon deletion of the relevant Portal User Content by Portal User. However, Portal Operator has the right to retain copies made for backup and/or verification purposes, subject to applicable data protection legislation.
- 11.7 Portal User is responsible for Shared Portal User Content. Portal Operator is not responsible for checking the completeness, correctness, legality, quality and suitability for a particular purpose of Portal User Content.
- 11.8 Portal Operator is entitled to refuse Sharing of Portal User Content and/or to edit, block or remove Portal User Content already Shared without prior notice if the Sharing of Portal User Content by the Portal User or the Shared Portal User Content itself violates these BSTP Portal ToU, applicable law or morality or infringes third party rights. In this case, Portal Operator will take into account the legitimate interests of Portal User and choose the mildest means to avert a violation.

12. Third Party Content

- 12.1 BSTP Portal and the Portal Services may contain links to or otherwise display or make available Third Party Content.
- 12.2 Portal Operator does not check Third Party Content for completeness, correctness and legality and does not adopt it as its own. In particular, Portal Operator does not check security aspects in relation to Third Party Content. Therefore, Portal Operator does not provide any warranty for the completeness, correctness, legality and currentness of Third Party Content. This also applies with regard to the quality of Third Party Content and its suitability for a specific purpose, and also insofar as it concerns Third Party Content on linked external websites that may be viewed by way of framing.
- 12.3 Portal Operator will, at its sole discretion, investigate reasonable indications of violations of these BSTP Portal ToU or any illegality of individual Third Party Content or parts thereof and, if necessary, take appropriate measures to stop such violations. Specifically, Portal Operator will immediately remove illegal Third Party Content as soon as Portal Operator becomes aware of its illegality and insofar as this is technically possible.

13. Prohibited Activities

- 13.1 Portal Users shall use the Portal Services only in compliance with applicable laws and regulations. Unauthorized use includes, but is not limited to:
- Offers and promotion of own or third-party paid services or Content other than BSTP Services;
 - Offers, promotions and implementation of activities, such as prize competitions, raffles, barter transactions, advertisements or snowball systems;
 - Collecting electronically or otherwise the identity and/or contact details (including e-mail addresses) of Portal Users (e.g., for sending unsolicited e-mails); and
 - exploitation of Portal Services including the Content offered herewith in return for payment.
- 13.2 Portal User shall not use the BSTP Portal or the Services in violation of these BSTP Portal ToU or other applicable terms and conditions of Portal Operator, or any applicable laws or regulations, including, but not limited to copyright or trademark laws, antitrust and competition laws, Foreign Trade Law and data protection laws.
- 13.3 Any actions that are likely to impair the operation of the BSTP Portal or the Portal Services and/or the underlying technical infrastructure are prohibited. This includes, but is not limited to:
- the Sharing of Content that contains viruses, worms, malware, trojans or harmful properties;
 - the use of software, scripts or databases not approved by Portal Operator in connection with the use of BSTP Portal or the Portal Services;
 - the automatic reading, blocking, overwriting, modification, copying of data and/or other Content, except as necessary for the proper use of BSTP Portal or the Portal Services; and
 - any activity to decrypt, decompile, disassemble, reconstruct, or otherwise attempt to discover the source code, of any software or proprietary algorithms used by Portal Operator to provide the BSTP Portal and the Portal Services, except as permitted under mandatory statutory law.
- 13.4 Upon becoming aware of an illegal, abusive or otherwise unauthorized use of the BSTP Portal or Portal Services, Portal User shall contact Portal Operator via e-mail to support.truckparking@de.bosch.com. Portal Operator shall then examine the matter and, if necessary, take appropriate steps.
- 13.5 In the event of significant breaches by Portal User, Portal Operator is entitled to terminate the Portal User Agreement for cause.

14. Suspension

- 14.1 Portal Operator may suspend Portal User's access to the BSTP Portal and the Portal Services if Portal Operator determines that:
- Portal User's use of the BSTP Portal or the use of the Portal Services (i) poses a security risk to the BSTP Portal and/or the Portal Services

and/or a third party; (ii) adversely affects the BSTP Portal or the Portal Services or other Portal User's systems or content; (iii) violates applicable law or third-party rights; (iv) could subject Portal Operator, its Affiliated Companies or third parties to liability for damages; or (v) is fraudulent;

- b) Portal User violates the terms of the Portal User Agreement or the BSTP Service Agreement; or
- c) Portal User is in default of its payment obligations for more than 30 days.

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

14.3 Portal Operator shall lift the suspension as soon as Portal User has resolved the issue that led to the suspension.

14.4 Portal Operator's right to suspend Portal User's access to the BSTP Portal and the Portal Services is in addition to Portal Operator's right to terminate the Portal User Agreement for cause and to exercise any other remedies available to Portal Operator under applicable law.

15. Term, Termination of Portal User Agreement

15.1 The Portal User Agreement is concluded for an indefinite period. It starts with the date of activation of Portal User's Account and ends upon termination by Portal Operator or Portal User in accordance with the terms below.

15.2 Portal Operator may terminate the Portal User Agreement for convenience at any time by giving at least one month's prior notice to the end of a calendar month or to the latest expiration date of BSTP Service Subscription, whichever comes later.

15.3 Customers and parking space operators may terminate the Portal User Agreement for convenience by giving notice at any time. If the Customer has subscribed to one or more BSTP Services, the Portal User Agreement can only be terminated together with the BSTP Service Agreements and not earlier than the expiry of the term of the BSTP Service Agreement with the longest remaining term.

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

15.5 Form of termination

- a) Unless a possibility of terminating by means of a dedicated function on the BSTP Portal (e.g., in the Account settings) is provided, any termination shall be made in text form (letter, e-mail).
- b) The de-installation of a mobile app used to access the BSTP Portal does not constitute a termination and any outstanding obligations of

Portal User to pay service fees shall remain unaffected by uninstalling the mobile app.

15.6 Consequences of termination

- a) Portal Operator will deactivate Portal User's Account as of the effective date of termination, and Portal User will no longer have access to the Account, the Portal Services, BSTP Services, and/or Portal User Content.
- b) 30 calendar days after the effective date of termination and upon expiry of any mandatory statutory retention periods, Portal Operator has the right to delete the data generated in connection with the Portal User's Account. For personal data, applicable data protection regulations shall take precedence, which may lead to a shorter retention period.
- c) Portal Users shall export and save their data and Portal User in due time before the expiry of the aforementioned period stated in section 15.6.(c).

16. Warranty

Portal Operator does not assume any warranties for defects, including defects of title, for the BSTP Portal and the Portal Services, except where Portal Operator has fraudulently concealed the respective defect or if stated otherwise in applicable terms (such as the Listing Agreement). If no warranty clause is provided in such other terms, mandatory warranty provisions would apply.

17. Liability

17.1 Portal Operator shall be liable in accordance with the statutory provisions (i) in the event of willful misconduct and gross negligence, (ii) in accordance with applicable mandatory statutory product liability law, (iii) to the extent of a guarantee assumed by Portal Operator, and (iv) in the event of personal injuries to life, body or health.

17.2 In the event of any property and financial losses caused negligently in any other way, Portal Operator shall be liable only in the event of a breach of a material contractual obligation, the amount being limited, however, to the damages foreseeable at the time of contract conclusion and typical for the type of contract; material contractual obligations are those whose fulfilment characterizes the contract and on which Portal User may rely.

17.3 Subject to Section 17.1, in the event of a negligent breach of a material contractual obligation evidenced by Portal User, the amount of Portal Operator's liability for all damaging events occurring in the same Year is limited as follows:

- a) The maximum liability amounts to a maximum of EUR 100,000.
- b) If the maximum liability amount is not reached in a Year, this shall not increase the maximum liability amount shall not be increased in the following Year.

17.4 Statutory limitations of liability, which deviate from the above liability regulations in favor of the Portal Operator, shall remain unaffected.

17.5 Strict liability (“liability without fault”) for defects which already existed upon contract conclusion, is excluded.

17.6 The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Portal Operator in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Portal Operator as well as to claims for reimbursement of expenses.

17.7 Operational disruptions caused by force majeure or other unavoidable events beyond Portal Operator's control

- a) which could not be averted with reasonable effort;
- b) which could not have been foreseen even when exercising extreme care; and
- c) which make Portal Operator's contractual obligations considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions,

discharge Portal Operator from its contractual obligations for the duration of such event plus a reasonable restart period.

18. Indemnification

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

- a) Portal User's breach of the Portal User Agreement;
- b) any violation of applicable law by Portal User, in particular any infringement of data protection law and any violation of Foreign Trade Law;
- c) the usage of the BSTP Portal and Portal Services by Portal User in a manner which infringes or violates third- party rights;
- d) Portal User Content or Third Party Content provided by Portal User;
- e) any violation of applicable tax law requirements by Portal User

unless Portal User is not responsible for the claim.

18.2 Portal Operator shall notify Portal User without undue delay and, to the extent permitted under applicable law, leave to Portal User the defense of such claims. Portal Operator will provide Portal User with all reasonable support. In particular, Portal Operator will, as far as possible, provide Portal User with necessary information about the use of the BSTP Portal and Portal Services to the extent necessary for Portal User to defend against the third-party claim.

19. Data Protection

19.1 The Parties shall comply with the provisions of applicable data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof

to data secrecy and confidentiality in accordance with applicable laws, except to the extent that they are already under a general obligation to act accordingly.

19.2 If Portal User processes personal data, provided by Portal Operator, then Portal User guarantees that Portal User is authorized to do so in accordance with applicable laws and regulations, and that Portal User has obtained all necessary consents, authorization and required permissions or has entered into necessary agreements with third parties in a valid manner in order to do so, including any access and processing of personal and other private data of all concerned individuals and/or third parties (e.g. end customers of Portal User or Portal User's employees) which may be subject to special protection under applicable laws. If Portal User provides Portal Operator personal data of third parties (e.g. end customers of Portal User, Portal User's employees, Truck drivers, etc.), Portal User shall inform the third parties in advance about the provision of personal data to the Portal Operator and the processing of this personal data by the Portal Operator. Therefore, Portal User shall provide the third party the Data Protection Notice of the Portal Operator, including the documents of the lists of Parking Area Providers and BSTP Service Providers, that is provided at the end of the order process and under this [link](#).

19.3 The obligations pursuant to Sections 19.1 to 19.2 shall continue to exist as long as personal data of Portal User is processed by Portal Operator, also after the termination effective date of the Portal User Agreement.

19.4 General information regarding the processing of personal data by Portal Operator can be found in Portal Operator's data protection notice available at [\[insert link\]](#).

20. Confidentiality

20.1 The Parties agree to keep all Confidential Information of the other Party disclosed to them confidential, to only use it in the context of the provision and use of the BSTP Portal and the Portal Services and not to disclose it to third parties unless expressly permitted by these BSTP Portal ToU.

20.2 The confidentiality obligation continues for a period of five years after termination of the Portal User Agreement. For trade secrets within the meaning of Directive (EU) 2016/943 the confidentiality obligation remains unaffected beyond such five-year period as long as the respective Confidential Information qualifies as trade secret.

20.3 The Parties may only grant access to Confidential Information of the other Party on a need-to-know basis to those of their or their Affiliated Companies' corporate bodies and employees who are subject to confidentiality obligations substantially similar to the confidentiality obligations set out herein and extending beyond - to the extent permitted by employment law - their leaving of the company.

20.4 Excluded from the confidentiality obligation is information

- a) which was demonstrably already known to the receiving Party at the time of conclusion of the Portal User Agreement without breach of any contractual or statutory duty of confidentiality, or becomes lawfully known to the receiving Party thereafter from a third party without being subject to any duty of confidentiality;
 - b) which is publicly known at the time of conclusion of the Portal User Agreement or which is made publicly known thereafter, unless this is based on a breach of the Portal User Agreement;
 - c) which has been independently developed by the receiving Party independently of any Confidential Information of the other Party obtained under the Portal User Agreement;
 - d) which must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permitted and possible, the receiving Party subject to the disclosure obligation will give prior notice to the other Party;
 - e) which is disclosed by the receiving Party with the prior written consent of the other Party.
- 20.5 Portal User must not carry out any observation, examination or reverse engineering of the BSTP Portal or the Portal Services unless permitted by mandatory statutory law. Portal User is not entitled to disassemble, decompile or translate software received or made accessible by Portal Operator into any other code form, without prejudice to the Portal User's mandatory 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 has the right to refuse to perform its obligations under the Portal User Agreement if such Party's performance is prohibited or impaired by Foreign Trade Law. In such cases, either Party has the right to terminate the Portal User Agreement to the extent necessary. If a partial performance is excluded for technical or legal reasons or if a Party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.
- 21.2 If contract fulfilment is delayed due to a requirement for a Foreign Trade Law Authorization, agreed delivery periods and delivery dates shall be extended/postponed accordingly and neither Party shall have any liability for non-compliance related to such delay. Should a Foreign Trade Law Authorization be refused or not be granted within three months from the date of application, either Party shall be entitled to terminate the Portal User Agreement to the extent contract fulfilment requires the Foreign Trade Law Authorization. If a partial performance is excluded for technical or legal reasons or if a Party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.
- 21.3 Each Party shall notify the other Party within a reasonable period of time upon becoming aware of Foreign Trade Law which may prohibit or impair

performance according to Section 21.1 or cause delay in performance according to Section 21.2.

- 21.4 Upon Portal Operator's request, Portal User must provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents include, without limitation, information on end customers/users, the destination and the intended end-use of BSTP Portal and Services. Portal Operator, in its sole discretion, shall be entitled to withdraw from any contracts or to refuse performance if Portal User fails to provide Portal Operator with such information and documents without undue delay.
- 21.5 In the event Portal User is entitled to and provides access to the BSTP Portal or Services to any third party, Portal User shall comply with applicable Foreign Trade Law. Portal Operator is entitled to refuse to perform its obligations and to terminate the Portal User Agreement for cause if Portal User breaches this obligation.
- 21.6 To the extent permitted by applicable law, Portal Operator disclaims any liability for claims of Portal User for damages related to or arising from Portal Operator's refusal to perform contractual obligations or termination of the Portal User Agreement in accordance with Sections 21.1, 21.2, 21.4 und 21.5.
- 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. Changes

- 22.1 Portal Operator may change or amend these BSTP Portal ToU, and the BSTP Data Processing T&Cs at any time with effect for the future if this is necessary due to legal changes or due to functional or technical developments of the BSTP Portal or the Portal Services.
- 22.2 Portal Operator will notify Portal User via permanent data carrier (e.g., by letter or e-mail) at least six weeks before such change or amendment will take effect. If Portal User does not object to the change or amendment within 30 days of such notification, Portal User shall be deemed to have consented to the change or amendment. Portal Operator shall explicitly point out this "deemed consent" to Portal User in the notification. Deemed consent does not apply to a change or amendment that affects a material contractual obligation if this would result in an unfavorable disproportion between the Parties' respective contractual obligations to the detriment of Portal User. In the event of an objection, the Portal User Agreement shall be continued at previous conditions.
- 22.3 Editorial changes to terms and conditions mentioned in Section 22.1, i.e., changes that have no substantial effect, such as the correction of typing errors, may be made without notifying Portal User.

23. Applicable law, Place of jurisdiction

- 23.1 As far as legally permitted, the laws 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.

- 23.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with the Portal User Agreement shall be Stuttgart, Germany.
- 23.3 For the avoidance of doubt, the governing law and jurisdiction of the terms of the BSTP Service Subscription shall be set out in the BSTP Service Subscription.

24. Final provisions

- 24.1 Legally relevant declarations and notifications to be made to Portal Operator after contract conclusion (e.g., setting of deadlines) shall be made in text form (letter, e-mail) to be effective.
- 24.2 The exclusive language of these BSTP Portal ToU shall be English. Translations of these BSTP Portal ToU to other languages are for information purposes only. In the event of contradictions between the English text and the translations, the English text shall prevail.
- 24.3 Should any provision of these BSTP Portal ToU or the BSTP Data Processing T&Cs be or become invalid or unenforceable, this shall not affect the remaining provisions.

Bosch Service Solutions GmbH