

## **Bosch Security Systems, LLC**

### **Standard Terms & Conditions of Sale**

#### **1. DEFINITIONS AND SCOPE.**

**1.1 Definitions.** In these Standard Terms (as defined below), “**Bosch**” means Bosch Security Systems, LLC, and “**Customer**” means you, the customer to whom Bosch is providing Products, Prototypes and/or Services (as each such term is defined below), subject to these Standard Terms. Bosch and Customer are collectively referred to herein as the “**Parties**” and individually, a “**Party**”. In addition to the terms defined in these Standard Terms, the following terms have the following meanings:

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with a Party and as used herein, “**control**”, “**controls**” or “**controlled**” means: (a) fifty percent (50%) or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least fifty percent (50%) of the voting power or voting equity; or (c) the ability to otherwise direct or share management policies of such entity.

“**Customer Data**” means all data, information or other content and materials (a) transmitted or provided to Bosch by Customer or a third party on behalf of Customer, or (b) uploaded by or for Customer via the Product and Processed by or for Customer using the Services.

“**Documentation**” means all Bosch user installation guides, data sheets, application notes and instruction manuals published and generally made available by Bosch to Customer that relate to the performance conditions and limitations, installation requirements, use limitations and maintenance of the Products, Prototypes and/or Software, including all updates, modifications and changes made thereto by Bosch from time to time.

“**Law**” means (a) any and all laws, statutes, regulations, ordinances, or subordinate legislation in force from time to time to which a Party is subject; (b) the common law; (c) any and all court orders, judgments, or decrees that are binding on a Party; and (d) any and all directives, policies, rules, or orders that are binding on a Party and that is made or given by a regulator, or other government or government agency, of, in the case of items (a) - (d) above, any country, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

“**Malicious Code**” means code, files, scripts, agents or programs intended to cause undesired effects, harm or damage, including, for example, viruses, worms, time bombs and trojan horses.

“**Personal Data**” means any information relating to (a) any identified or identifiable natural person, and, (b) identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data privacy Laws), where for each (a) or (b), such data is Customer Data.

“**Process**”, “**Processing**”, and “**Processed**” means any operation or set of operations performed upon Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, erasure or destruction.

“**Product**” means any product, hardware, equipment, or Software provided by Bosch to Customer and identified in the applicable Quotation, Order Acknowledgement, or invoice.

“**Prototype**” means the tangible results of Services performed and delivered to Customer by Bosch. Prototype includes, but is not limited to, prototype components, software and pre-production

samples, but excludes all Intellectual Property Rights (as defined below) embodied in the results of the Services, unless otherwise mutually agreed to in writing by Bosch and Customer.

“**Purchase Order**” means an ordering document issued by Customer to Bosch that specifies the Products, Prototypes and/or Services, and accepted by Bosch in accordance with these Standard Terms.

“**Quotation**” means a quotation for Products, Prototypes, Software and/or Services issued to Customer by Bosch, which is subject to these Standard Terms.

“**Services**” means any chargeable consulting services, implementation services, configuration services, technical support services, non-warranty service and repair services, and/or other professional services provided by Bosch to Customer and identified in the applicable Quotation, Statement of Work or Purchase Order, which relates to the Products, Prototypes and/or Software provided by Bosch to Customer, and which are subject to these Standard Terms.

“**Specifications**” means the design, performance, descriptions, parameters, requirements and other technical specifications of the Product, Prototypes and/or Software set forth in the Documentation, which specifications may be amended or supplemented by Bosch in its sole and reasonable discretion, or other specifications agreed to by the Parties in writing.

“**Software**” means the software applications, firmware or other software, either developed by Bosch or licensed to Bosch by a third-party, in source code or object code format, and all new versions, updates, revisions, improvements and modifications of any of the foregoing, which Bosch provides access to and use of as part of the Bosch Products, Prototypes or Services.

“**Software Updates**” means any Software release intended to fix or correct known problems and which may provide new functionality or features.

“**Statement of Work**” means a document that specifies the Services that Customer may purchase under these Standard Terms, along with any Specifications, description of Services, service level agreements and/or acceptance criteria that are applicable to the Services, and which document has been mutually agreed upon and has been executed by authorized representatives of both Parties.

“**Third Party Providers**” means any and all licensors, suppliers, service providers and subcontractors of Bosch or its Affiliates.

**1.2 Scope of Agreement; Order of Precedence.** Sales of Products, Prototypes and/or Services by Bosch to Customer are expressly subject to and conditioned upon the terms and conditions contained in these Standard Terms & Conditions of Sale, which include any provisions made available by Bosch via a hyperlink herein, and any terms set forth in a Quotation, Statement of Work, Order Acknowledgement, or invoice, which are hereby incorporated by reference and collectively constitute a sales agreement entered into between Bosch and Customer (collectively, “**Standard Terms**”). If Bosch and Customer have explicitly agreed in writing, via a signed agreement, to terms and conditions applicable to the sale of Products, Prototypes and/or Services in exception or addition to these Standard Terms, then those terms and conditions (“**Independent Agreement**”) will apply to the sale of Products, Prototypes and/or Services. In the event of a conflict, (a) the terms of the Independent Agreement will take precedence over any of these Standard Terms or any Purchase Order; (b) the terms of an Order Acknowledgement, Quotation or Statement of Work shall take precedence over these Standard Terms & Conditions of Sale or any Purchase Order; and (c) these Standard Terms shall take precedence over any Purchase Order.

## **2. ORDERS; CANCELLATION AND CHANGES.**

**2.1 Purchase Order.** Bosch's acceptance of any offer or Purchase Order from Customer is expressly conditioned on Customer's consent to these Standard Terms, which are part of and incorporated in any Purchase Order, irrespective of whether the Purchase Order references these Standard Terms. Any additional or different terms or conditions set forth by Customer, including without limitation, any terms or conditions requiring compliance with any federal vaccine mandate, such as the federal contractor and subcontractor mandate requirements issued by the Safer Federal Workforce Task Force, whether in a Purchase Order or another communication, understanding or agreement, that in any way purport to modify these Standard Terms are expressly objected to and rejected and will not be binding on Bosch, unless expressly agreed to in writing signed by an authorized representative of Bosch, which writing specifically references these Standard Terms and states that it modifies them; neither Bosch's subsequent lack of objection to any terms, nor the delivery of the Products, Prototypes or Services, shall constitute an agreement by Bosch to any such terms. Customer is hereby notified of Bosch's express rejection of any terms inconsistent with Standard Terms or to any other terms proposed by Customer. Trade custom, trade usage and past performance are superseded by these Standard Terms and shall not be used to interpret these Standard Terms. Customer's issuance of a Purchase Order or acceptance of, or payment for, the Products or Prototypes when delivered and/or Services when provided will be deemed conclusive evidence of, and constitutes Customer's acceptance of and assent to these Standard Terms. Customer's acceptance of any offer (or counter-offer) by Bosch is limited to these Standard Terms. Bosch may reject a Purchase Order in whole or in part for any lawful reason in its sole discretion. A Purchase Order will be deemed accepted by Bosch upon Bosch issuing a written order confirmation ("**Order Acknowledgment**"). No Purchase Order will be binding upon Bosch until accepted by Bosch. Bosch may, from time to time, specify a minimum order quantity and/or standard order increments for particular Products. If Customer requests Products in quantities, which do not meet Bosch's minimum order quantity or standard order increment requirements, Bosch may invoice Customer the extra cost incurred by Bosch in complying with Customer's request.

**2.2 Cancellations/Changes by Customer.** Customer may cancel a Purchase Order by providing Bosch with written notice at least ninety (90) days prior to the shipment date. No cancellations of a Purchase Order within such ninety (90) day period, or changes to the Purchase Order at any time, by Customer will be effective without Bosch's prior written consent. Without such required consent, a cancellation of or change to the Purchase Order will entitle Bosch to all remedies available by law or equity including, but not limited to, cancellation costs or increased prices. Customer shall indemnify Bosch against any loss, damage, or expense incurred by Bosch in relation to any cancellation or change of the Purchase Order by Customer in violation of this Section 2.2.

**2.3 Cancellations/Changes by Bosch.** Bosch may cancel a Purchase Order or require full or partial early payment if: (a) the solvency or operation of Customer is in question, (b) Customer becomes the subject of any bankruptcy proceedings, (c) there is an appointment of a trustee or receiver for Customer, or (d) Customer makes an assignment or other arrangement for the benefit of its creditors.

## **3. PRICES, PAYMENT TERMS AND TAXES.**

**3.1 Pricing.** Customer shall pay Bosch according to the pricing set forth and made available by Bosch in the applicable Bosch price list and corresponding Customer pricing tier, if any, unless otherwise agreed upon in a Purchase Order, Quotation, or Statement of Work. All prices are quoted in USD and are subject to the delivery terms defined in Section 4 below. All prices are subject to adjustment by Bosch at any time for changes in tariffs, economics, exchange rates, or Customer's volume forecasts, as applicable, or as

otherwise provided in these Standard Terms. Such adjustment will be retroactive to prior Purchase Orders, even if already fulfilled by Bosch, if Customer's actual purchase volumes are below the Customer-provided or Customer-agreed volume forecasts upon which Bosch based the prices for such Purchase Orders. Unless otherwise expressly provided in these Standard Terms, fees paid are non-refundable. Unless otherwise provided in a Quotation or Statement of Work, Customer shall reimburse Bosch for actual expenses (including travel and mileage) incurred by Bosch in performing any Services; Bosch will provide a summary of such expenses with the invoice for the associated Services.

**3.2 Material Cost Increase.** If Bosch's production or purchase costs for the Product (including without limitation costs of energy, tariffs, equipment, labor, regulation, transportation, raw material, feedstock, or supplies) increase for any reason by more than ten percent (10%) over Bosch's production or purchase costs for the Product as of the date Bosch accepted the applicable Purchase Order, then Bosch may, by written notice to Customer of such increased costs, request a renegotiation of the price of the Product under these Standard Terms. If the Parties are unable to agree on a revised Product price within ten (10) days after Bosch issues such notice, then Bosch may terminate any impacted Purchase Order on ten (10) days' written notice to Customer without further liability or obligation.

**3.3 Invoicing.** Unless otherwise agreed upon between the Parties in writing or specified in the Quotation or Statement of Work, Bosch shall invoice Customer for the price of the Products, Prototypes and/or Services at any time on or after the date that Bosch ships the Products, Prototypes and/or provides the Services. Any invoice errors must be disputed in writing by Customer within thirty (30) days of the invoice date, and are subject to correction by Bosch. Unless otherwise specified in the Quotation or Statement of Work, all remittances must be in a single payment in the full amount of the invoices (adjusted for any debit memos) and must be in accordance with the following requirements: (a) wire or electronic fund transfer (referencing the invoice number) and Customer must be the originator of the wire; (b) Customer company check (drawn on company account with company name); or (c) irrevocable letter of credit (referencing invoice number). Third-party checks, bank checks and foreign drafts will be accepted only if approved in advance in writing by an authorized representative of Bosch and must have accompanying documentation that references invoices being paid.

**3.4 Payment Terms.** Unless otherwise agreed upon between the Parties in writing or specified in the Quotation or Statement of Work, Customer shall pay Bosch for Products, Prototypes and/or Services as invoiced by Bosch within thirty (30) days from date of invoice, without offset, counterclaim, holdback, deduction, or discount for early payment. Customer's failure to pay any undisputed amount when due will be deemed a material breach of these Standard Terms. Undisputed past due amounts will be subject to the maximum legal rate of interest or one and one-half percent (1.5%) per month, whichever is less. Customer shall pay all costs and expenses incurred by Bosch as a result of non-payment or delinquent payment by Customer, including without limitation collection costs, interest, and reasonable attorneys' fees. When requested by Bosch, Customer must promptly provide Bosch its most current financial statement information. If Customer defaults on any payment obligation to Bosch, or fails to meet Bosch's minimum credit standards, or if Bosch has reasonable doubt as to Customer's credit worthiness, Bosch may in its sole discretion take any of the following actions: (a) refuse, alter or suspend credit terms; (b) require payment by cash in advance or on delivery; (c) suspend production or shipment of the Products, Prototypes and/or delivery or performance of Services; (d) request adequate assurance; and/or (e) pursue any remedies available at law or equity available to Bosch. If Customer becomes delinquent in payment on any Bosch invoice or refuses to accept shipments in accordance these Standard Terms, Bosch will have the right, in addition to all other available rights and remedies, to suspend performance, cancel any or all Purchase Orders, withhold further deliveries, and declare all unpaid amounts for Products previously delivered and/or Services previously performed immediately due and payable. Bosch may cancel or modify Customer's

credit terms at any time.

**3.5 Set-Off.** Customer may not set-off or recoup any amounts due (or that may become due), or are allegedly due from Bosch (or a Bosch Affiliate) to Customer, from its debts or amounts due to Bosch (or a Bosch Affiliate) however and whenever arising.

**3.6 Taxes.** Bosch's pricing excludes all sales, use, excise, value-added, and other similar taxes, charges and duties (including import and export duties). Customer will be solely responsible for all taxes imposed on Customer based upon applicable governing Law. Bosch agrees that no tax for which a valid exemption exists, based upon applicable governing laws, will be included in the pricing, nor subsequently charged. In order for valid sales and use tax exemptions to exist, Customer agrees to properly document and provide Bosch with applicable sales and use tax exemption certificates when requested by Bosch. Each payment to Bosch shall be made without withholding for any taxes, unless required by Law. Customer shall inform Bosch of any withholding tax obligation on payments due to Bosch under any invoice as soon as Customer becomes aware of such withholding tax obligation. If Bosch believes that it is eligible for exemption from, or reduction of, any U.S. withholding tax (or other withholding or similar tax of one or more other jurisdictions), Bosch shall deliver to Customer a completed, duly executed IRS Form W-9 or Form W-8 (or other appropriate form of all applicable jurisdictions as required under the Law of all applicable jurisdictions) valid through the date of payment. Customer shall pay any withholding tax not eliminated or reduced to the relevant taxing authority. Customer shall promptly deliver to Bosch a certificate evidencing the payment of any such withholding tax. Each Party will solely be responsible for its applicable tax administration based upon the legal responsibility of the tax per applicable Law.

**3.7 Security Interest.** Customer hereby grants to Bosch and Bosch reserves, a purchase money security interest in all present and future Products sold or delivered by Bosch to Customer under these Standard Terms, and all profits and proceeds arising from or related to the Products. Any such security interest shall be satisfied by payment in full of the invoiced amount. Customer must, on request from Bosch, execute promptly any documents and perform any other acts, at Customer's sole expense, that Bosch considers necessary or advisable to confirm, continue and/or perfect the security interests granted under these Standard Terms. Customer irrevocably authorizes Bosch to execute and file any financing statements covering all Products subject to the security interest granted under these Standards Terms & Conditions of Sale. Notwithstanding the foregoing, a copy of the sale or channel agreement may be filed on behalf of Bosch with the appropriate authorities at any time as and for a financing statement.

#### **4. PACKAGING, DELIVERY AND RISK OF LOSS.**

**4.1 Packaging.** Unless otherwise agreed upon between the Parties in writing or specified in the Quotation, standard packaging for United States domestic shipment is included in the agreed price. When special domestic or export packaging is requested, Customer will be charged for any additional expenses.

**4.2 Delivery Terms.** All delivery dates are estimates only. Bosch's only obligation with respect to delivery dates is to make reasonable efforts to meet such delivery dates. Unless otherwise agreed upon between the Parties in writing or specified in the Quotation or Statement of Work: (a) for Customer pick up from a Bosch named location, all shipping will be FCA (Incoterms 2020) at the Bosch-named location; and (b) for Bosch delivery to a Customer named location, all shipping will be DAP (Incoterms 2020) at the Customer-named location. Partial deliveries are permitted. Bosch may deliver Products in advance of the delivery schedule. If, for whatever reason, Bosch experiences Product shortages, Bosch may hold or allocate Products among its customers as Bosch considers appropriate.

**4.3 Risk of Loss – Delivery.** Risk of loss and title to the Products will transfer upon completion of delivery of the Products per the applicable delivery term specified in Section 4.2 above. Notwithstanding

the applicable delivery terms, Bosch will not be liable for any delays, breakage, loss or damage after having made delivery to the first transportation carrier. All claims for loss or damage in transit are to be made by Customer directly to the transportation carrier and the appropriate insurance carrier, if any, for such shipment. No deductions of any kind from the invoice amount shall be made.

**4.4 Inspection and Acceptance.** Customer will inspect the Products within a reasonable period after delivery, not to exceed twenty (20) business days (“**Product Acceptance Period**”). Products will be presumed accepted unless Bosch receives written notice of rejection from Customer, explaining the basis for rejection within the Product Acceptance Period (“**Acceptance**”). Rejection may be based solely upon shortages, package damage or the failure of the Products and/or Software to materially comply with the Specifications through no fault of Customer. All claims not made by Customer in writing as specified above and received by Bosch within the Product Acceptance Period will be deemed waived. Upon receipt of Customer’s written notice, Bosch will have the opportunity to inspect, evaluate and test the Product and/or Software at Customer’s premises or require Customer to send the Product or adequate samples thereof to Bosch or to a person designated by Bosch for inspection, evaluation and testing. No Product shall be returned to Bosch without Bosch’s prior written consent. No inspection or any other actions by third parties are authorized or will be paid for by Bosch without Bosch’s prior written consent. Bosch assumes shipping costs in an amount not to exceed normal surface shipping charges to Bosch’s designated facility for the return of properly rejected Products. The Party initiating shipment will bear the risk of loss or damage to the Products in transit. Customer’s sole and exclusive remedy, and the entire liability of Bosch and its Third-Party Providers for any rightful rejection of the Product and/or Software during the Product Acceptance Period is, at Bosch’s sole option and expense, (a) the replacement of the Product and/or Software; or (b) a refund equal to the purchase price of the Product in lieu of any obligation to replace Products and/or Software under this Section 4.4. If Bosch reasonably determines that rejection was improper, Customer will be responsible for all expenses incurred by Bosch arising from the improper rejection.

## **5. SERVICE AND REPAIR/DISCONTINUED PRODUCTS AND SERVICES.**

**5.1 Service and Repair.** Bosch will provide warranty and non-warranty service and repair solely in accordance with these Standard Terms and the Bosch Service Policies for North America, which are located at the Download section of the Repair & Exchange web page on the Bosch website at <https://www.boschsecurity.com/us/en/support/technical-support/repair-and-exchange/> (“Service & Repair Policy”), which Service & Repair Policy is hereby incorporated by reference.

**5.2 Discontinued Products and Services.** Bosch shall have the right to discontinue the sale and/or manufacture of any of the Products and/or Software, to make Product and/or Software improvements, and to materially change the design of the Products and/or Software, at any time and without further notice or liability of any kind to Customer or any other person. Products which have been announced as End of Life (“EOL”) status by Bosch are not eligible for return.

## **6. BOSCH LIMITED WARRANTY.**

### **6.1 Limited Warranty**

- (a) Product Warranty. With respect to each Product, and any Software embodied therein (as firmware), sold by Bosch to Customer hereunder (excluding Software or Software components not functioning as firmware, the warranty for which is set forth in Section 6.1 (c) below), Bosch warrants, that, commencing from the delivery of the Product and such Software and for the warranty period published or otherwise made available by Bosch for each Product, which are located at the Download

section of the Repair & Exchange web page on the Bosch website at:

<https://www.boschsecurity.com/us/en/support/technical-support/repair-and-exchange/> (the “**Product Warranty Period**”), which is hereby incorporated by reference: the Product shall be free from defects in material and workmanship. Customer’s sole and exclusive remedy and the entire liability of Bosch and its Third Party Providers for breach of warranty within the Product Warranty Period under Section 6.1 (a) will be, at Bosch’s option and expense: (i) replacement of the Product or module with a functional product or module of the same type (should the type of product no longer be produced at the time of the warranty claim, Bosch shall be permitted to supply another type of product, including different size, shape, color and/or technical data); or (ii) repair of the Product or Product component; or (iii) a refund equal to the purchase price (less a reasonable depreciation for use, damages and obsolescence) in lieu of any obligation to repair or replace Products under this provision. To receive the benefits of these remedies: (i) Customer must follow Bosch’s return instructions as provided in the Service & Repair Policy; (ii) Customer must provide a written explanation of the non-compliance with the warranty set out in Section 6.1 (a); and (iii) Bosch must be satisfied that the claimed non-compliance exists. Bosch shall have the right to request reasonable evidence of and impose reasonable requirements for submission of a warranty claim. Warranty repair or replacement by Bosch shall not extend or renew the applicable Product Warranty Period. Bosch will not be responsible for labor costs of removal or reinstallation of Products. Returned Products that are not defective, that are not subject to warranty coverage as described in this Section 6.1(a), or that contain missing or damaged parts, will be returned to Customer at Customer’s sole expense, without credit, repair or replacement.

**Extended Product Warranty.** Bosch offers extended Product Warranty Periods for most Products at an additional cost to the Customer. Product warranty coverage is the same as provided in the Product’s initial warranty. Customer may purchase additional Product Warranty Periods in annual increments, up to a total of five (5) years, at the time of the initial Product purchase by Customer. Details and more information on extended warranties are available by contacting your Bosch Sales Representative.

- (b) **Prototype Warranty.** Bosch shall have no liability for claims related to Prototypes, including any Prototype testing and evaluation conducted by Customer. ALL PROTOTYPES, INCLUDING ALL SOFTWARE CONTAINED THEREIN, ARE PROVIDED BY BOSCH TO CUSTOMER “AS IS” AND “WITH ALL FAULTS”; BOSCH DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND OR/FREEDOM FROM THIRD PARTY CLAIMS OR RIGHTS.
- (c) **Software Warranty.** Specifically excluding Software embodied in Products in the form of firmware and excluding Software related to Prototypes, Bosch warrants, that, commencing from the date the Software is made available to Customer and for a period of ninety (90) days (the “**Software Warranty Period**”), the Software as delivered will substantially conform to and perform in accordance with the Documentation. This warranty will apply unless Bosch provides a different warranty for the specific Software in the EULA, Quotation, or Documentation. For any such Software breach of warranty claim brought within the Software Warranty Period, Customer shall promptly notify Bosch in writing. Customer’s sole and exclusive remedy and the entire liability of Bosch and its suppliers for breach of warranty within the Software Warranty Period under this Section 6.3 (c) will be, at Bosch’s option and expense, (i) repair or replacement of the Product and/or Software, or (ii) a refund of any licensing fees to Customer. BOSCH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, VIRUS-FREE, FREE OF MALICIOUS CODE OR THAT ANY DEFECTS WILL BE



CORRECTED. BOSCH DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL NOT BE IMPAIRED BY DOWNTIME, MAINTENANCE ACTIVITIES, FURTHER DEVELOPMENTS, SOFTWARE UPDATES AND SOFTWARE UPGRADES OR MALFUNCTIONS. IN ADDITION, BOSCH DOES NOT WARRANT THAT THE SOFTWARE OR ANY APPLICATIONS, EQUIPMENT, DEVICES, OPERATING SYSTEMS OR NETWORKS ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK OR THAT SUCH SOFTWARE WILL INTERACT WITH THIRD PARTY APPLICATIONS, EQUIPMENT, DEVICES, OPERATING SYSTEMS, NETWORKS OR SOFTWARE.

- (d) Service Warranty. Bosch warrants that the Services will be performed in a professional and workmanlike manner. For any breach of warranty under this Section 6.1(d), Customer must provide a written claim within ten (10) business days after provision of the applicable Services specifying in reasonable detail the nonconformity with such warranty, and Customer's sole and exclusive remedy and the entire liability of Bosch and its suppliers for breach of warranty under this provision is, at Bosch's sole option and expense to use commercially reasonable efforts to re-perform the identified nonconforming Services. If Bosch concludes that re-performance of these nonconforming Services is impracticable for any reason, then Bosch will refund the fees paid by Customer to Bosch allocable to those nonconforming Services.
- (e) Warranty Limitations. The warranties provided under this Section 6.1 are made subject to the terms of Section 6.1 through 6.4.

(f) **EXCLUSION OF ALL OTHER WARRANTIES; EXCLUSIVE REMEDIES**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6.1, BOSCH MAKES NO OTHER WARRANTY OR REPRESENTATION TO CUSTOMER, EITHER EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BOSCH SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY OTHER WARRANTIES ARISING FROM OR OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, SPECIFICATION, PROPOSAL, PERFORMANCE OR CUSTOM, AND ANY STATUTORY WARRANTY ON HIDDEN OR LATENT DEFECTS. BOSCH NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE ITS LIMITED WARRANTY, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING THE PRODUCT, PROTOTYPE AND/OR SERVICE.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THIS SECTION 6 PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS, DAMAGES, LOSS OR INJURIES (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL) BASED ON OR ARISING FROM ANY DEFECT, FAILURE, MALFUNCTION, BREACH OF WARRANTY OR ANY OTHER PERFORMANCE, NONCONFORMANCE OR NONPERFORMANCE OF ANY PRODUCT, PROTOTYPE, SOFTWARE OR SERVICE, WHETHER THE CLAIM IS IN CONTRACT, EQUITY, INDEMNITY, INFRINGEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY) OR OTHERWISE AND HOWEVER INSTITUTED.

**6.2 Outside Warranty and Liability**. The warranties provided by Bosch under Section 6.1 are granted only to the Customer for its own needs (not for the purpose of resale) and where the Products are first installed and operated. The warranties are valid for normal and correct use and installation of the Products



and Services, and only under normal operating conditions, where the Products do not exhibit any signs of excessive wear and tear or external damage not reconcilable with normal operating conditions. The serial number and/or type label must not be damaged. All Documentation must have been closely followed; adherence to the safety and warning notices and labels contained therein and the permissible installation and operating conditions specified on the data sheet is a prerequisite for Bosch's acceptance of a breach of warranty claim. The warranties do not cover conditions where the performance of the Product or Services has been affected by actions or events not directly caused by Bosch, including (a) products, software, services, components or systems, including defects or failures thereto, that Bosch has not supplied; (b) products, software, services, components, including defects or failures thereto, originating from third parties that are supplied by Bosch under or at the direction of Customer or its agent; (c) any end product or software in which the Products or Software are installed or incorporated as a component or subpart; or (d) conditions, changes, alterations, additions or applications to or for Products, Software or Services, unless made or specifically authorized in writing by Bosch (e) unprofessional installation, commissioning, operation or improper removal and/or reinstallation of Products or Services (e.g. not in compliance with the current installation guide or manual); (f) use on mobile units such as vehicles, trains and ships, unless explicitly permitted and approved by the Product installation guide or manual or authorized by Bosch in writing; (g) impairment through external influences or conditions (e.g. dirt, smoke, salt, chemicals and other impurities); (h) insufficient ventilation or where the maximum temperatures listed in the operating manual are exceeded; (i) interconnection of Products or Services with modules made by third party manufacturers, unless explicitly permitted in the Product installation guide or manual; (j) modification or damage as a consequence of a Force Majeure Event or damage or defect caused by third parties due to vandalism or theft or in violation of the Law. Bosch shall have no liability, obligation or responsibility for components and systems over which Bosch has no control. Customer shall perform all necessary Software Updates to any Software (including in the form of firmware contained in the Products) in accordance with the Documentation, as recommended by Bosch in writing or otherwise made available without charge by Bosch and Bosch shall not be liable for any damages that occur as a result of Customer's failure to do so.

**6.3 Customer Warranty.** Customer warrants that (a) Customer has the corporate power and authority to enter into and perform its obligations under these Standard Terms; (b) Customer will not make any false, inaccurate, incomplete representation, advertisement, or warranty, whether written or oral, to any third party relating to any Products, Prototypes, Software and/or Services and that it will not make a statement or reference related to Bosch without Bosch's express written permission.

**6.4 Product Recalls.** To the extent Bosch provides a component or a Service that is incorporated into a Customer product or service, the Customer is fully responsible for ensuring the fair and accurate marketing of its product or service, the safety and performance of its product and service and the need for any customer service action or recall. To the extent that Bosch supplies the Customer with Products that can be utilized and/or installed without further modification, if Bosch believes a recall of the Products is necessary or required by law, Bosch shall give prompt written notice of such need for a recall to Customer and consult with Customer on the actions to be taken by Bosch for such recall. Customer shall promptly provide written notice to Bosch in the event of any Product-related incident such as fire, accident, malfunction causing injury or property damage, which notice shall be accompanied by all information available to Customer related to the such Product. Prior to any recall involving the Products, Bosch shall have the right, but not the obligation, to perform a full investigation, including but not limited to inspection and testing (including destructive testing) of the Products involved. Customer shall give Bosch full support for such investigation. In the event that a recall is determined to be legally required, Bosch may provide a fair and equitable reimbursement of a share of Customer's direct expenses incurred for such recall. Such allocation shall take into consideration the portion of each Party's responsibility, the Product Warranty Period, the cost of the Products involved, the other causes of the recall and the strength and the nature of the evidence concerning

the defect and its causes. **In no event shall Bosch's liability for a recall hereunder exceed ten percent (10%) of the average annual net invoiced value of the aggregate sales of the concerned Products to Customer, nor in any event shall Bosch be liable for mark-ups or profit margins normally accruing to Customer, Customer Affiliates or their customers or end customers in the provision of replacement parts, nor for costs of handling, administration, customer inducement or incentives, nor for incidental, consequential or punitive damages (including but not limited to damages caused by standstill, loss of goodwill, lost profits), whether incurred by Customer, Customer Affiliates or their customers and end customers.**

## **7. INTELLECTUAL PROPERTY RIGHTS/SOFTWARE.**

**7.1 Intellectual Property Rights – Ownership.** As between Bosch and Customer, Bosch exclusively owns and shall retain exclusive ownership of all right, title and interest worldwide, including all inventions (whether patented or not), patent applications and disclosures, patents, design rights, copyrights and copyrightable works (including, but not limited to, the right to reproduce and make copies of an original work, the right to prepare derivative works, the right to distribute copies to the public, the right to public performance, the right to public display and the right to public performance of sound recordings), trademark, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets and all other forms of intellectual property and proprietary rights (collectively, “**Intellectual Property Rights**”) in and related to: (a) the Products, Prototypes, Software and Services and all updates, modifications, improvements and derivatives thereof; and (b) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data (other than Customer Data) and works of authorship authored, developed, conceived or licensed by Bosch or an Affiliate thereof for or in connection with any Products, Prototypes, Software or the Services. No rights are granted to Customer hereunder other than as expressly set forth herein, and Bosch (and its licensors, where applicable) reserve all rights not expressly granted herein. For the avoidance of doubt, no rights, title or interest to any of the Software’s source code is granted under these Terms. Customer shall not itself or assist or instruct others to attempt in any way to reverse engineer, copy/reproduce, decompile, disassemble, translate, fragment parts or otherwise obtain or attempt to obtain in any way access to the Prototypes, Software or to the Software’s source code provided by Bosch without Bosch’s prior written consent, except as required in accordance with Section 7.4 below. Customer shall not remove, change, alter, or otherwise render intelligible any designation of the Software, including copyright notices, trademarks, serial numbers and the like. Unless expressly agreed in writing by Bosch, Prototypes and Software will be treated as Confidential Information as defined in Section 11.

**7.2 Third Party Intellectual Property Rights.** To the extent the Products, Prototypes or Services (including, but not limited to, any Software contained therein) contain third party Intellectual Property Rights, Bosch only provides those rights which Bosch has lawfully obtained from such third party. To the extent that Customer provides any software to Bosch or directs Bosch to include any third-party software, Customer shall secure any and all third-party Intellectual Property Rights necessary for Bosch to use such software and Customer shall indemnify Bosch for all costs, expenses and damages caused by Customer’s failure to secure the necessary Intellectual Property Rights in such software.

**7.3 License Grant.** Bosch hereby grants to Customer a non-exclusive, irrevocable, non-transferable, non-sublicensable, royalty free, perpetual license to use the Software as embodied in the Products or Prototypes (in the form of firmware) solely in connection with the normal and intended use of such Products or Prototypes in accordance with all Documentation and as authorized under these Standard Terms and any applicable EULA (as defined below). This license shall be transferable only in the event of the sale or transfer of Products to a third party resulting in Customer’s discontinuation of use. Bosch hereby grants

to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to use the Software (specifically excluding Software embodied in Products or Prototypes in the form of firmware) solely in connection with the normal and intended use of such Software in accordance with all Documentation and as authorized under these Standard Terms and any applicable EULA (as defined below). Notwithstanding the foregoing grants, the Software is not sold to Customer. Unless otherwise expressly agreed in writing by Bosch, this Section 7.3 does not include a license or a right to use any new versions, which may include revisions, improvements and/or modifications (collectively, “**Software Upgrades**”), of Software which may be provided from time to time at Bosch’s discretion. Such Software Upgrades may be purchased separately and will not be considered part of the Software delivery of a previous version. Bosch reserves the right to make the availability of Software Updates and Software Upgrades conditional upon the existence of a valid software maintenance agreement between Bosch and Customer. In the event any Software contains a click-through, pop-up or other end-user license agreement (collectively, “**EULA**”), Bosch will notify Customer of such EULA at the time of Software delivery and, upon acceptance of the EULA or use of such Software by Customer, the terms of the EULA shall control over the terms of these Standard Terms and any Independent Agreement. In the event Customer does not accept the EULA at the time of delivery, Customer shall not use the Product, Prototype and/or Services, and any use of the Software shall be considered an unauthorized use. To the extent such Product, Prototype and/or Services contain free or open-source software, the OSS-Terms and Conditions (defined below) shall apply.

Subject to Customer’s compliance with these Standard Terms, Bosch hereby grants to Customer a limited, non-exclusive license to copy, publish and transmit any Documentation provided to Customer by Bosch with the Product or Prototype solely for Customer’s internal business purposes, and except as required in accordance with Section 7.4 below.

**7.4 Open-Source Software.** To the extent such Product, Prototype or Services (including, but not limited to, any Software contained therein) contain free or open-source software (collectively, “**OSS**”), such OSS may be subject to separate third-party OSS licensing terms and conditions (“**OSS-Terms and Conditions**”). Under such OSS-Terms and Conditions, Bosch may be required to provide the OSS-Terms and Conditions to Customer and Customer must comply with all of the applicable OSS-Terms and Conditions and fulfill all corresponding obligations of the applicable OSS-Terms and Conditions, especially if Customer further distributes, publishes, or provides the Products or Services through sales or other transfer to third parties (including an end user or customer). Such obligations may include, for example, documentation obligations or obligations to provide the source code of any software in which the OSS has also been integrated. An overview of all OSS-components contained in the Products and/or Services, as well as corresponding license text of the OSS Terms and Conditions (of all originating OSS authors), are part of or are included with Bosch’s Documentation, Products and/or Service. New or updated Software component versions included in Bosch’s Products and/or Services may contain other and/or additional OSS. For such other and/or additional OSS, the same terms and conditions as applicable apply. Customer shall use commercially reasonable efforts to not combine or request Bosch to combine the other any software, goods and/or services (including, but not limited to, any Products, Prototypes, Services, or any Software contained therein) with any OSS or other data in any manner, which would result in the other Party’s software, goods and/or services becoming subject to the terms of an OSS license. For any software provided to Bosch by or on behalf of Customer, Customer shall disclose in writing a list of all applicable OSS -Terms and Conditions, and third-party software included in such software, at the time of delivery of such software to Bosch. Customer shall indemnify Bosch for all costs, expenses and damages caused by Customer’s failure to disclose OSS-Terms and Conditions and/or third-party license terms in software provided by Customer, directed by Customer or on behalf of Customer.

**7.5 Customer Feedback.** If Customer provides any ideas, suggestions or recommendations to Bosch regarding the Products, Prototype, Software and/or Services (“**Feedback**”), Customer, on behalf of itself and its Affiliates and their customers and end customers, hereby grants to Bosch and its Affiliates a non-exclusive, irrevocable, paid-up, royalty-free, perpetual, worldwide license under and to all of Customer’s rights and interests that are incorporated in any Feedback to make, have made, use, sell, offer to sell, import, reproduce, display, perform or distribute any Bosch Products, Prototype, Software and/or Services and such Feedback.

## **8. Data Protection and Privacy.**

**8.1 Customer Data.** Customer represents and warrants that: (a) all Customer Data it provides to Bosch hereunder is owned by Customer or Customer has the right to provide such Customer Data to Bosch for use by Bosch in connection with these Standard Terms; and (b) any authorized Processing of Customer Data by Bosch does not and will not violate or infringe the intellectual property, privacy or publicity rights of any third party, or any applicable data privacy and security Laws.

**8.2 License to Customer Data.** Customer hereby grants to Bosch the right to use the Customer Data for the purposes of Processing such Customer Data in conjunction with the Products, Prototypes, Software, or Services, and/or performing all other obligations of Bosch under these Standard Terms. In addition, Customer hereby grants to Bosch a limited, non-exclusive, perpetual, irrevocable, royalty-free, non-transferable, worldwide license to use , and sublicense to Affiliates, agents, consultants and subcontractors within the same scope, the Customer Data, for the following purposes (a) to improve and enhance the Products, Prototypes, Software and/or Services and for other development, diagnostic and corrective purposes in connection with the Products, the Software, and/or Services; (b) the investigation of any accidents or claims related to a defect, failure, or alleged defect or failure of Bosch’s Products or the Software; (c) the defense of any claim against Bosch brought by Customer or any third party; and (d) any other purpose as mutually agreed in writing between the Parties.

**8.3 Aggregated and Anonymized Data.** Customer agrees that, notwithstanding anything to the contrary in these Standard Terms, Bosch may monitor Customer’s use of the Software and collect, and compile data and information related to Customer’s use of the Software to be used by Bosch in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software (“**Aggregated and Anonymized Data**”). Aggregate and Anonymized Data shall only include data or information which (a) is anonymized and NOT identifiable to any person or entity; and (b) which does not reveal Customer’s identity. As between Bosch and Customer, all right, title, and interest in Aggregated and Anonymized Data, and all intellectual property rights therein, belong to and are retained solely by Bosch. Customer acknowledges that Bosch may compile Aggregated and Anonymized Data based on Customer Data collected, produced or otherwise processed by the Software. Customer shall not, and shall not assist any third party to, oppose, contest, restrict or otherwise challenge Bosch’s rights related to the Aggregated and Anonymized Data.

**8.4 Protection and Privacy- Customer Data and Personal Information.** To the extent Bosch Processes Customer Data , Bosch has implemented and maintains commercially reasonable administrative, physical, and technical safeguards designed: (a) to maintain the security, confidentiality and integrity of such Customer Data; (b) to protect such Customer Data from known or reasonably anticipated threats or hazards to its security and integrity, accidental loss, alteration, disclosure and all other unlawful forms of processing, and (c) so that they do not constitute unfair, deceptive or abusive acts or practices with respect to such Customer Data. The terms of the Bosch Data Protection Policy on the Bosch website at

<https://www.boschsecurity.com/us/en/terms-of-use/terms-of-use/privacy-policy/> is hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data.

**8.5 Protection and Privacy – Customer Requirements.** Customer is solely responsible for procuring and maintaining its network connections and Customer shall be responsible for obtaining and maintaining any equipment, devices, and any ancillary services needed to connect to, access or otherwise use the Products, Prototypes and Software, including without limitation, modems, hardware, servers, software, operating systems, networking and web servers (“**Customer Equipment**”). Customer shall also be responsible for maintaining the security of the Customer Equipment, Customer account, passwords (including, but not limited to, administrative passwords) and files, and for all uses of Customer account or the Customer Equipment with or without Customer’s knowledge or consent.

## **9. INDEMNIFICATION.**

**9.1 Indemnification – Bosch.** Except as set forth below in Section 9.2 and 9.3, Bosch will defend any third party lawsuit or action against the Customer based on a claim that the Product, Prototype, Software or Services as delivered by Bosch directly infringes a valid U.S. patent or copyright, and indemnify Customer for any final judgment assessed against Customer resulting from such lawsuit, provided that Customer: (a) promptly notifies Bosch at the time it is apprised of the third-party claim; (b) provides any and all relevant materials and information related to the claim to Bosch; (c) cooperates and provides Bosch with reasonable assistance for the defense and disposition of the claim; and (d) gives Bosch exclusive control over the defense and resolution of the claim, using counsel of Bosch’s choice. Without Bosch’s prior written consent, Bosch will not be responsible for: (x) any compromise or settlement made by Customer; and (y) any defense fees or costs incurred by Customer or any expenses incurred by Customer for itself or on Bosch’s behalf.

**9.2 Infringement Remedy.** Subject to Section 10 of these Standard Terms, if a Product, Software or Services is held to constitute infringement or its use is enjoined, Bosch may, at its sole option and expense, and as Customer’s sole and exclusive remedy: (a) procure for Customer the right to continue using the Product, Software or Services; (b) replace the Product, Software or Services with a similar non-infringing product, software or service; (c) modify the Product, Software or Services, or any portion thereof, so that it is non-infringing; or (d) accept return of the Product or Service and/or terminate Customer’s rights to use or make use of the Products, Software or Services, and grant a Customer credit for the purchase price paid for the Products, Software or Services, less a reasonable depreciation for use, damages and obsolescence as applicable. In the event that Bosch believes that any of the Products, Software or Services may be subject to a claim of infringement, Bosch reserves the right at its sole discretion to stop delivering or providing Customer access to the Products, Software or Services, and such stoppage will not be considered a breach by Bosch of these Standard Terms. **THE PROVISIONS OF THIS SECTION 9.2 ARE BOSCH’S SOLE AND ENTIRE LIABILITY, AND CUSTOMER’S SOLE RECOURSE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT. ALL WARRANTIES RELATED TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, ARE HEREBY DISCLAIMED.**

**9.3 Limitation on Infringement.** Bosch will have no obligation or liability under this Section 9 to the extent that any claim for infringement arises out of or results from any of the following: (a) Customer’s designs, changes, drawings or specifications; (b) Products, Software, or Services used other than for the purpose for which Bosch intended; (c) combining any Product, Software, or Services with any article, component, hardware, system or software not provided by Bosch; (d) Customer’s failure to promptly install any Software Updates made available to Customer by Bosch or a third-party on its behalf; (e) the implementation of Standardized Technologies (as defined below) into the Product, Software, or Services,

to the extent Bosch's indemnification obligation under this Section 9 stems from Standardized Technologies; (f) the application or use of any Products, Software or Services, which fail to comply with the Specifications or other written instruction from Bosch; or (g) any alteration, customization or other modification of the Product, Software or Services other than by Bosch. For the purposes of these Standard Terms, "**Standardized Technologies**" means technical specifications or functions: (x) adopted by a standards organization (e.g., ETSI or IEEE), or (y) defined by research institutes, industrial companies, or market participants to ensure technical conformity or compatibility, or (z) established by common practice in a particular field)

**9.4 Indemnification – Customer.** Customer shall, at Customer's sole expense, indemnify, defend and hold Bosch and its Affiliates, and their respective owners, shareholders, members, managers, directors, officers, employees, representatives, agents, subcontractors, contractors, successors and assigns (collectively, "**Bosch Indemnified Parties**") harmless against all losses, claims, liabilities, damages, deficiency, injury, death, causes of action, judgments, settlement payments, interest, awards, penalties, fines, costs and expenses (including without limitation reasonable court costs, reasonable attorneys' fees, and arbitration, mediation and professional fees and costs, and any recall costs and expenses) arising out of or relating to Customer's or Customer's Affiliates', or their subcontractor's, supplier's, integrator's, end customer's or representative's: (a) negligent act or omission or willful misconduct; (b) breach of these Standard Terms or violation of applicable Law (including the use of the Product, Prototype, or Services in violation of applicable Law); (c) misuse or improper installation, storage, maintenance or use of the Products, Prototypes or Software, including failure to implement Software Updates made available to Customer by Bosch; (d) incorporation of the Products, Prototypes or Software into another product or service; any act (or failure to act) in contravention of any safety procedure, warning or instructions that Bosch provides or makes available, including in any Software Updates; (e) changes, alterations or additions to Products, Prototypes, Software, or Services; or (f) Customer's relationship with any end user customer, including any dispute with an end user. Customer shall indemnify, defend and hold Bosch Indemnified Parties harmless to the same extent and subject to the same restrictions as set forth above in Bosch's obligations to Customer for any suit against any Bosch Indemnified Party any claim for infringement, which arises out of or results from any of the following: Sections 9.3(a), (b), (c), (d), (e), (f) or (g). Customer will be entitled to control the defense of such claim for which it is providing indemnity to any Bosch Indemnified Parties pursuant to this Section 9.4. At Customer's expense, Bosch will reasonably cooperate in the defense of the claim, including but not limited to promptly furnishing Customer with all relevant information within its reasonable possession or control. Bosch may participate in the defense at its own expense and through counsel of its choosing. Customer shall not admit liability or enter into any settlement without the prior written approval of Bosch.

## **10. LIMITATION ON LIABILITY AND REMEDIES.**

**10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE STANDARD TERMS AND EXCEPT FOR BOSCH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: BOSCH AND ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, CONTRACTORS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES: EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS (AND ANTICIPATED PROFITS), LOST REVENUES, LOST SALES, LOSS OR CORRUPTION OF DATA, LOSS OF**

**PRODUCT USE, LOSS OF BUSINESS, LOSS OF GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, LOSS OF REPUTATION, LOSS OF DATA, COST OF PROCUREMENT, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS, OR FAILURE OR INTERRUPTIONS TO NETWORK SYSTEMS, OR CLAIMS OF CUSTOMER'S END USER CUSTOMERS, FOR SUCH DAMAGES OR LOSSES), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

**10.2 IN NO EVENT SHALL BOSCH'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THESE STANDARD TERMS AND CONDITIONS OF SALE, PRODUCTS, PROTOTYPES OR SERVICES, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO BOSCH FOR THE PRODUCTS, PROTOTYPES OR SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING NOTICE OF THE CLAIM.**

**10.3 Notwithstanding any other term and condition contained in these Standard Terms, Bosch does not represent that the Products it sells may not be compromised or circumvented; that the Products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the Products will in all cases provide adequate warning or protection. Customer understands and will cause its customers to understand that a properly installed and maintained security, safety and/or communications system may only reduce certain risks, including the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. CONSEQUENTLY, BOSCH SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER SIMILAR LOSS BASED ON ANY and all CLAIMS, INCLUDING A CLAIM THAT THE PRODUCT FAILED TO GIVE WARNING. However, if Bosch is held liable, whether directly or indirectly, for any such loss or damage with respect to the Products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the Product that gave rise to the claim, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy available to Customer.**

**10.4 Customer agrees to limit liability to its customers to the fullest extent permitted by law. Customer acknowledges that Bosch shall only be deemed to give consumers or customers of its products such statutory warranties as may be required by law and at no time shall Customer represent to its customers and/or users of the Products, Software and Services that Bosch provides any additional warranties. By accepting the Products, Software and Services, to the fullest extent permitted by law, Customer assumes all liability for, and agrees to indemnify and hold Bosch harmless against and defend Bosch from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Customer's customers and/or users of the Products, Software and Services because of any failure of the Products, Software and Services to detect and/or warn of the danger for which the goods were designed or any other failure of the Products, Software and Services, whether or not such damages are caused or contributed to by the sole or joint concurring negligence or fault of Bosch.**



**10.5 THE LIMITATIONS OF LIABILITY CONTAINED IN THESE STANDARD TERMS ARE A FUNDAMENTAL PART OF THE BASIS OF BOSCH'S BARGAIN HEREUNDER AND BOSCH WOULD NOT ENTER INTO THESE STANDARD TERMS ABSENT SUCH LIMITATIONS. Bosch's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to Bosch. No waiver of any of Bosch's rights or remedies shall be effective without Bosch's express written consent.**

## **11. CONFIDENTIAL INFORMATION.**

**11.1 Confidentiality Definitions.** Any non-public technical, financial or business information, trade secrets, content, or any other information provided by one Party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) directly or indirectly, orally or in writing that is: (a) marked confidential or proprietary, or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential (“**Confidential Information**”) shall be held in confidence by the Receiving Party, not disclosed, and not be used by such Party except to the extent necessary to carry out its obligations or express rights hereunder, except as otherwise authorized by the Disclosing Party in writing. Confidential Information includes, but is not limited to these Standard Terms, Purchase Orders, Quotations, Statements of Work and any other agreements between Bosch and Company relating to, and any information and data concerning the Products, Prototypes, Software and the Services. The Disclosing Party or its licensors retain all right in such Confidential Information.

**11.2 Obligations.** The Receiving Party will use Confidential Information only in connection with its performance under these Standard Terms or any Quotation or Statement of Work related thereto. The Receiving Party shall use the same degree of care to avoid any disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information, but in no case use less than a reasonable degree of care. The Receiving Party agrees to limit disclosure of Confidential Information to employees, contractors or agents and employees, contractors or agents of Affiliates having a specific need to know such Confidential Information in furtherance of its performance under these Standard Terms.

**11.3 Exceptions.** The confidentiality obligations under this Section 11 do not apply to any information that: (a) is generally known, or readily ascertainable by proper means, by the public other than through the Receiving Party's fault; (b) was known by or in the possession of the Receiving Party or its Affiliate at the time of disclosure as shown by the Receiving Party's and/or its Affiliates' files and records prior to the time of disclosure, other than as a result of any improper act or omission of the Receiving Party or its Affiliate; (c) is rightly received by the Receiving Party from a third-party not subject to any nondisclosure obligations with respect to the Confidential Information; or (d) is independently developed by an employee, agent or consultant of the Receiving Party or its Affiliates without reference to or use of the Disclosing Party's Confidential Information.

**11.4 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent it is requested, ordered or required by a regulatory agency or any other government authority or a court to do so; provided the Receiving Party promptly notifies the Disclosing Party of such request, order or requirement (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. If such protective order or other remedy is

not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required and use commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded the Confidential Information.

**11.5 Reproduction and Return of Confidential Information.** The Confidential Information provided by the Disclosing Party shall not be copied or reproduced without the Disclosing Party's prior written consent, except for such copies as may reasonably be required by the Receiving Party for its performance of its obligations under these Standard Terms. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party (or its designees) all Confidential Information received from the Disclosing Party or certify that it has destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof (other than copies retained in automatic back-up and archive systems). Notwithstanding the foregoing, the Receiving Party shall be entitled to retain one copy of the Confidential Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal or statutory requirements. All such retained copies shall be subject to the use and disclosure restrictions set forth in this Section 11 for so long as the Confidential Information is retained.

## **12. TERM AND TERMINATION.**

**12.1 Termination for Breach.** Either Party may terminate these Standard Terms, a Purchase Order, Quotation or Statement of Work: (a) upon material breach of any material term of these Standard Terms by the other Party which is not remedied within thirty (30) days after written notice of such breach is issued by the non-breaching Party; or (b) if a Party becomes insolvent or makes an assignment for the benefit of creditors, or such Party institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of the Party's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third-party against such Party, termination shall be automatic if such proceeding is not dismissed or cured by the Party within thirty (30) days after the filing thereof. Upon termination, all rights, licenses, consents and authorizations granted by a Party hereunder will immediately terminate, other than those expressly specified to continue after termination. The rights of termination provided herein are not exclusive of other remedies that Bosch may be entitled to under these Standard Terms or in law or equity.

**12.2 Payment upon Termination.** In no event will termination relieve Customer of its obligation to pay any fees payable to Bosch for the period prior to the effective date of termination.

**12.3 Surviving Provisions.** Any provision of these Standard Terms that contemplates or governs performance or observance subsequent to termination or expiration shall survive the expiration or termination of these Standard Terms for any reason.

## **13. MISCELLANEOUS PROVISIONS.**

**13.1 Posting Through Bosch Website.** Bosch may modify these Standard Terms from time to time by posting revised Standard Terms to Bosch's website at [https://www.boschsecurity.com/us/media/local/support\\_3/customer\\_service/termsandconditions.pdf](https://www.boschsecurity.com/us/media/local/support_3/customer_service/termsandconditions.pdf) (as revised from time to time, the "**Updated Standard Terms**"), which are hereby incorporated by reference. Such Updated Standard Terms shall apply to all Purchase Order or Quotation

revisions/amendments and new Purchase Orders or Quotations issued on or after the effective date of such Updated Standard Terms.

**13.2 Waiver.** No waiver of any of provisions of these Standard Terms shall be effective unless agreed to in writing signed by Bosch. No oral agreement, course of performance or other means other than such written agreement signed by both parties expressly providing for such waiver shall be deemed to waive any provision of these Standard Terms.

**13.3 Compliance with Applicable Law.** Each Party shall, at its sole cost and expense, at all times and at its own expense (a) strictly comply with all applicable Laws, now or hereafter in effect, and other requirements relating to or affecting these Standard Terms, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export and transshipment) and/or Services; (b) pay all fees and other charges required by such Laws; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

**13.4 Interpretation and Headings.** No provision may be construed against Bosch as the drafting Party. Section headings are for convenience or reference only and will not affect the meaning or interpretation of these Standard Terms.

**13.5 Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and, for (a) Notices sent to Bosch, addressed to 130 Perinton Parkway, Fairport, NY 14450, Attn: Customer Service, and (b) Notices sent to Customer, addressed to the address set forth for the Customer on the face of the Purchase Order, in each case as such address may be updated from time to time by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Standard Terms, a Notice is effective only (x) upon receipt of the receiving party, and (y) if the party giving the Notice has complied with the requirements of this Section.

**13.6 Force Majeure.** In the event Bosch is unable to fully perform its obligations hereunder or if performance is delayed, hindered, or prevented, in whole or in part, directly or indirectly (except for Customer's obligation to pay for Products, the Software and/or Services ordered) due to causes beyond its reasonable control, whether foreseeable or unforeseeable, including but not limited to strikes, lock-outs or other industrial or labor disputes (whether involving its own workforce or a third party's), accidents, act of God, action by any governmental authority (whether valid or invalid and including any change of law or regulation), fires, floods, windstorms, earthquakes, natural disasters (declared or undeclared), tariffs, embargoes, explosions, riots, acts of terrorism or sabotage, armed conflict (or the serious threat of same), plagues, epidemics, pandemics, quarantines, or other public health risks and or responses thereto, insurrection, civil disturbances, riots, mob violence, acts or omissions of Customer or Customer's suppliers or agents, malicious damage, war (declared or undeclared), electronic viruses, worms or corrupting microcode, cyberattacks, viruses, ransomware, failure or interruptions to network systems, data breaches, or court injunction or order, unavailability, shortage of supply or delay in delivery by Bosch's vendors, breakdown of plant or machinery, default of suppliers or sub-contractors, inability to obtain or secure: power, material, labor, transportation and equipment, or any other cause, casualty, or excusable delay beyond Bosch's reasonable control, whether similar or dissimilar to any of the foregoing (collectively, "**Force Majeure Event**"), Bosch shall be relieved of its obligations under these Standard Terms, and shall not be liable or in breach of these Standard Terms. Notice of such inability to perform shall be given to

Customer. In the event of Bosch's inability to perform due to a Force Majeure Event, Customer shall be entitled to reduce its purchase obligations towards Bosch by the quantities purchased from other sources, but shall not have the right to terminate the Purchase Order. Upon a Force Majeure Event, Bosch shall have the right to allocate its inventory of Products to customers as determined by Bosch in its sole discretion. If the delay is due to any acts or omissions of Customer, or Customer's agents, contractors or suppliers, Bosch shall be entitled to both an equitable performance and price adjustment. If Bosch incurs increased cost by reason of delay not attributable to any act or omission of Customer (including but not limited to extended warehouses and storage fees, labor wages, etc.), the increased cost shall be distributed equitably between Bosch and Customer, or the Purchase Order shall be cancellable at Bosch's election.

**13.7 Assignment.** Neither Party may assign any rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. An internal corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment under this provision.

**13.8 Relationship of the Parties.** Customer and Bosch are independent contracting Parties and nothing hereunder or in the course of performance of these Standard Terms shall grant either Party the authority to create or assume an obligation on behalf or in the name of the other Party or shall be deemed to create the relationship of agency, joint venture, partnership, association, or employment between the Parties.

**13.9 Severability.** In the event that any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction or by an arbitration panel in accordance with Section 13.10 below, the validity and enforceability of the remaining provisions shall not be affected, and in lieu of such provision, a provision similar in terms as is legal, valid, and enforceable shall be added hereto.

**13.10 Dispute Resolution; Governing Law.** These Standard Terms, the Purchase Order, the Quotation, and/or Statement of Work and all disputes between the Parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. Bosch and Company acknowledge that these Standard Terms, Purchase Order, Quotation, Statement of Work evidence transactions involving interstate commerce. Bosch and Company shall first endeavor to resolve through good faith negotiations any dispute arising under or related to these Standard Terms, the Purchase Order, the Quotation, and/or Statement of Work or with respect to the Products, Prototypes, Software or the Services. If a dispute cannot be resolved through good faith negotiations within 30 days, either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either Party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to these Standard Terms, the Purchase Order, the Quotation, and/or Statement of Work (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach or termination thereof) or the Products, Prototypes, Software or the Services shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by Law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association Optional Rules for Emergency Measures of Protection. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the

Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the Parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award by the arbitrators where necessary to preserve confidentiality. Each Party shall bear its own fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages, or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by Law, neither a Party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

**13.11 Limitation Period.** Except as provided in this Section 13.10, all claims must be made within the period specified by applicable Law. If the law allows the Parties to specify a shorter period for bringing claims, or the law does not provide a time at all, the claims must be made within eighteen (18) months after the cause of action accrues.

**13.12 Export Control.** Activities undertaken by either Party pursuant to these Standard Terms shall at all times be consistent with all import and export and national security laws or regulations of the United States and any applicable foreign agency or authority. Neither Party shall import, export or re-export, or authorize the export or re-export of any product, technology, or information that it obtains or learns hereunder, or any copy or direct product thereof, in violation of any of such laws or regulations without the required license or approvals required thereunder.

**13.13 Government Contracts.** If Products, the Software and/or Services are purchased under a government contract or sub-contract, Customer shall promptly notify Bosch of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products, the Software and/or Services ordered, and which will not be binding on Bosch, unless expressly agreed to in writing signed by an authorized representative of Bosch, which writing specifically references these Standard Terms and states that it modifies them. If compliance with such provisions increases Bosch's costs or liability, or encumbers any Bosch Intellectual Property Rights, Bosch shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate these Standard Terms and/or the applicable Purchase Order, in which case Customer shall be responsible for all costs incurred by Bosch prior to such termination.

**13.14 Entire Agreement.** These Standard Terms and all other agreements incorporating these Standard Terms constitute the sole and entire agreement under, which Bosch will sell, and Company will purchase the Products, Prototypes, Software and Services. Terms and conditions proposed by Company that are different from or in addition to the provisions of these Standard Terms are hereby expressly rejected by Bosch and are not a part of these Standard Terms, any Purchase Order or Quotation or Statement of Work,

and Company's acceptance is expressly limited to the terms of this Standard Terms. These Standard Terms and all other agreements incorporating these Standard Terms constitute the entire agreement between Bosch and Company with respect to the matters contained herein/therein and supersede all prior or contemporaneous oral or written agreements, representations and/or communications. These Standard Terms may be modified only by an amendment issued and signed by an authorized representative of Bosch.