

L.OS Integration Service Terms

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Bosch Mobility Platform & Solutions GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, operates a cloud-based digital service platform for logistics fleets management under www.l-os.com where solution providers can offer digital logistics solutions on a digital marketplace. These terms and conditions apply in addition to and incorporate the L.OS Platform Terms of Use and the L.OS Listing Terms for Solution Providers and govern the Integration Service provided by Platform Operator to L.OS Solution Provider as a Paid Platform Service.

1. Definitions

Capitalized terms used but not defined in these L.OS Integration Service Terms shall have the meaning given to them in the L.OS Platform Terms of Use and the L.OS Listing Terms for Solution Providers.

- 1.1. **“Availability”** means (i) in relation to Platform Operator that the Integration Service including its main functions as defined in the Integration Service Subscription is available at the Handover Point, and/or (ii) in relation to L.OS Solution Provider that the Data Feed is available as defined in the Data Model at the Handover Point.
- 1.2. **“Data Feed SLA”** means the service levels applicable for the provision of Integrated Solution Data by L.OS Solution Provider, in particular its agreed Availability and certain related aspects. The Data Feed SLA is an integral part of these L.OS Integration Service Terms.
- 1.3. **“Data Feed”** means L.OS Solution Provider’s feed-in of Integrated Solution Data related to a specific L.OS Solution Agreement into the L.OS Platform via the data ingest interfaces specified by Platform Operator and in accordance with the Data Feed SLA.
- 1.4. **“Data Model”** means the detailed specification of the Integrated Solution Data, including, but not limited to information regarding the type, format, structure, quantity, frequency and quality of the Integrated Solution Data, as required for the processing and use of Integrated Solution Data by the L.OS Platform.
- 1.5. **“Downtime”** means the total number of minutes during the System Runtime in which the Integration Service or the Data Feed, respectively, is not available for use.
- 1.6. **“Handover Point”** means (i) in relation to Platform Operator, the interface to the public Internet (backbone) of Platform Operator’s or, if the Integration Service is performed by a subcontractor, such subcontractor’s data center, and/or (ii) in relation to L.OS Solution Provider, the interface to the public Internet (backbone) of L.OS Solution Provider’s or, if the Data Feed is provided by a subcontractor, such subcontractor’s data center.
- 1.7. **“Incident Management”** means the processing of Incidents by Platform Operator or L.OS Solution Provider, as applicable.
- 1.8. **“Incident Priority”** means the severity level of an Incident.
- 1.9. **“Incident”** means (i) in relation to Platform Operator, an impairment of the Integration

Service, and/or (ii) in relation to L.OS Solution Provider, an impairment of the Data Feed, such as for example Downtimes.

- 1.10. **“Integration Service Description”** means the description of the technical functionalities of the Integration Service including details of the technical requirements, interfaces and cooperation duties as well as of any commissioned processing of personal data by Platform Operator on behalf of L.OS Solution Provider.
- 1.11. **“Integration Service Fee”** means the Paid Platform Service Fee applicable to the Integration Service as agreed between the Parties; the Integration Service Fee is expressed as an agreed increase of the Commission Fee and of the Minimum Commission Fee for each L.OS Solution Agreement.
- 1.12. **“Integration Service SLA”** means the service levels applicable to the Integration Service, in particular the agreed Availability and certain related aspects. The Integration Service SLA is an integral part of these L.OS Integration Service Terms.
- 1.13. **“Integration Service Subscription”** means the Paid Platform Service Subscription concluded between L.OS Solution Provider and Platform Operator for the provision of the Integration Service as a Paid Platform Service for a L.OS Solution.
- 1.14. **“Integration Start Date”** means for each L.OS Solution individually the date on which Platform Operator has successfully achieved the integration of that L.OS Solution with the L.OS Platform using the Integration Service.
- 1.15. **“Maintenance Work”** means (i) in relation to Platform Operator, Platform Operator’s maintenance activities required to keep the Integration Service running and any other activities to enhance, expand or modify the Integration Service, and/or (ii) in relation to L.OS Solution Provider, L.OS Solution Provider’s activities required to keep the Data Feed running and any other activities to enhance, expand or modify the Data Feed.
- 1.16. **“Response Time”** means (i) in relation to Platform Operator the maximum period of time between the receipt of an Incident report from L.OS Solution Provider and Platform Operator’s response to L.OS Solution Provider on such reported Incident and/or (ii) in relation to L.OS Solution Provider the maximum period of time between the receipt of an Incident report from Platform Operator and L.OS Solution Provider’s response to Platform Operator on such reported Incident.

1.17. **“System Runtime”** means (i) in relation to Platform Operator the period of time during which Platform Operator’s systems used to provide the Integration Service are running and the Integration Service is provided, and/or (ii) in relation to L.OS Solution Provider, the period of time during which L.OS Solution Provider’s systems used to provide the Data Feed are running and the Data Feed is provided.

2. Scope, Conclusion of Integration Service Subscription

2.1. Platform Operator shall provide the Integration Service to L.OS Solution Provider and L.OS Solution Provider shall provide the Data Feed to Platform Operator on the basis of these L.OS Integration Service Terms and the applicable ancillary documents as referenced herein, all of which form an integral part of each Integration Service Subscription.

2.2. The Integration Service can be used on a per solution-basis for individual or all of L.OS Solution Provider’s L.OS Solutions.

2.3. For each L.OS Solution to be integrated with the L.OS Platform, the conclusion of a corresponding Integration Service Subscription is required, which will become effective upon L.OS Solution Provider’s acceptance of these L.OS Integration Service Terms and activation of the Integration Service for the L.OS Solution by Platform Operator.

2.4. Individual agreements between the Parties (incl. ancillary agreements, supplements and amendments) shall take precedence over these L.OS Integration Service Terms.

3. Integration Service

3.1. The Integration Service including the associated technical requirements, information and interfaces (e.g. APIs) necessary to integrate L.OS Solutions with the L.OS Platform and to process Integrated Solution Data through the L.OS Platform is described in the Integration Service Description.

3.2. Platform Operator shall provide the Integration Service from the Integration Start Date, unless L.OS Solution Provider fails to comply with the obligations set out in Section 5.

4. Integration Service Usage Rights

4.1. Platform Operator hereby grants L.OS Solution Provider a time-limited, non-exclusive, non-sub-licensable, and non-transferable right to use the Integration Service in accordance with the Integration Service Description and the documentation during the term of the Integration Service Subscription.

4.2. Any open source software components used in the Integration Service will be listed in the Integration Service Description or within the Integration Service itself, to the extent such disclosure is required under the license terms and conditions of the applicable open source

software.

4.3. If, during the term of an Integration Service Subscription, Platform Operator updates, upgrades, modifies or expands the Integration Service or carries out other changes with respect to the Integration Service, Section 4 shall also apply to any such changes, even if these were ordered by L.OS Solution Provider and paid for separately.

4.4. Apart from rights expressly granted herein, no license or other right is granted by Platform Operator to L.OS Solution Provider. In particular, L.OS Solution Provider has no right to make the Integration Service available to third parties or otherwise permit third parties to use it or reproduce the Integration Service in any form.

5. L.OS Solution Provider’s Obligations

5.1. L.OS Solution Provider shall promptly perform all cooperation obligations requested by Platform Operator from L.OS Solution Provider in connection with the integration of a L.OS Solution, in particular those set forth in the Integration Service Description.

5.2. In addition, L.OS Solution Provider shall comply with the technical requirements, instructions and use the interfaces (e.g. APIs) provided by Platform Operator to integrate the relevant L.OS Solution with the L.OS Platform.

5.3. L.OS Solution Provider shall provide Platform Operator with a Data Model for each Integrated L.OS Solution immediately after conclusion of the relevant Integrated Service Subscription. L.OS Solution Provider may only make changes to such Data Model upon providing Platform Operator with a three months’ advance notice of such changes. The Data Model submitted to Platform Operator must remain unchanged for a minimum period of six months from (i) the Integration Start Date for the initial Data Model and (ii) the date of implementation of a changed Data Model by Platform Operator.

5.4. For each Integrated L.OS Solution, L.OS Solution Provider shall provide the Data Feed to Platform Operator in accordance with the applicable Data Model and the Data Feed SLA from the Integration Start Date.

5.5. In addition, L.OS Solution Provider shall provide support services for Data Feeds as further described in the Data Feed SLA.

5.6. L.OS Solution Provider shall determine if the L.OS Solution or any items provided in its context (including, for example, hardware, software, technology, data and services) are subject to any applicable (re)export control restrictions. L.OS Solutions or any associated items subject to any applicable (re)export control restrictions are prohibited from being provided on the L.OS Platform.

6. Data Feed Usage Rights

6.1. L.OS Solution Provider hereby grants to Platform Operator and its Affiliated Companies all rights to

Integrated Solution Data necessary to perform the Integrated Service Subscription. In particular, L.OS Solution Provider hereby grants to Platform Operator and its Affiliated Companies the non-exclusive, unlimited, irrevocable, temporally and geographically unrestricted right to use Integrated Solution Data for and in connection with the L.OS Platform for the performance of the Integration Service and to offer and provide the L.OS Solutions Integration, Paid Platform Services (e.g. Dashboards) and Widgets to Customers with an active L.OS Solution Agreement for the respective Integrated L.OS Solution in Platform Operator's and/or its Affiliated Companies' own name.

- 6.2. L.OS Solution Provider hereby grants to Platform Operator a non-exclusive, irrevocable, sub-licensable, worldwide right, unlimited in time, to use and exploit Integrated Solution Data in anonymous form for any purpose in accordance with applicable statutory provisions.
- 6.3. Platform Operator and its Affiliated Companies are entitled to store and print related documents such as the Data Model and to reproduce, distribute, publish, publicly perform and publicly display copies of these documents in the context of an online documentation for L.OS Solution Customers.
- 6.4. This Section 6 also applies to any modifications, expansions or other changes to Integrated Solution Data which L.OS Solution Provider may introduce or implement during the term of the Integrated Service Subscription.

7. Integration Service Warranty

- 7.1. The Availability of the Integration Service is described in the Integration Service SLA.
- 7.2. The Availability of the Integration Service depends on L.OS Solution Provider's compliance with the system requirements described in the Integration Service Description. Section 10 also applies to changes to the system requirements and to changes to the technical systems of Platform Operator.
- 7.3. Upon receipt of an Incident report from L.OS Solution Provider by Platform Operator's First Level Support, defects in the Integration Service shall be addressed by Platform Operator's second level support within the Response Times specified in the Integration Service SLA.
- 7.4. Notwithstanding Sections 7.1 and 7.3, if the Integration Service is made available free of charge (e.g. in relation to L.OS Trial Solutions), L.OS Solution Provider is not entitled to uninterrupted Availability and error-free use of the Integration Service. Platform Operator does not provide any warranty for defects (in material or title), except in cases in which Platform Operator fraudulently concealed the respective defect and does not warrant that the use of the Integration Service will be uninterrupted or not impaired by Downtime, Maintenance Work or any other Platform Operator activities.
- 7.5. Section 19 of the L.OS Platform ToU applies to

any damage claims based on defective performance for which the Platform Operator is responsible.

8. Platform Operator's Second Level Support

- 8.1. The details of Platform Operator's second level support and Incident Management for the Integration Service, including support operating times, are described in the Integration Service SLA.
- 8.2. Platform Operator will notify the reporter of an Incident on the status and of its expected solution at regular intervals until such time as the Incident has been resolved. If, however, the analysis of the Incident by Platform Operator shows that the Incident was caused by L.OS Solution Provider's failure to fulfill its obligations pursuant to Section 5, or such Incident is caused by other reasons for which Platform Operator is not responsible, then the Incident will be referred to L.OS Solution Provider's own support personnel. In such case L.OS Solution Provider shall be responsible for resolving the Incident. If, in that case, the use of the Integration Service is impaired until the Incident has been resolved by L.OS Solution Provider, Platform Operator is not responsible or liable for any cost, damages, or losses resulting from such unavailability of the Integration Service and L.OS Solution Provider is not relieved from its payment obligations.

9. Integration Service Fee

Upon conclusion of a Integration Service Subscription, L.OS Solution Provider will owe the Integration Service Fee, except in relation to L.OS Trial Solutions, where the Integration Service will be provided free of charge. Sections 16.1 and 16.2 of the L.OS Platform ToU do not apply to the Integration Service Fee.

10. Integration Service Changes

Platform Operator reserves the right, within the bounds of reasonableness and taking into account the legitimate interests of L.OS Solution Provider, to modify the Integration Service, if this is necessary to meet the technical requirements of connected services, networks, devices or computers, change in laws or regulations or with regard to further developments. Changes are only made if the interest of Platform Operator in the change prevails. Platform Operator will notify L.OS Solution Provider of any change by e-mail within a reasonable period of time, but no later than 30 calendar days, before the planned effective date of changes for any modifications involving disadvantages or additional charges (e.g. adaptation expenses). Platform Operator will advise L.OS Solution Provider of its right to object and/or terminate the Integration Service and of the consequences of the respective change in the change notification. If L.OS Solution Provider does not object within 30 calendar days of receipt of the notification, then the changes shall be deemed to have been agreed as of the first day after the expiration of the 30 calendar day objection period. In the event

of an objection, the contractual relationship shall be continued subject to the original conditions. Platform Operator has the right to terminate the Integration Service Subscription upon one month's prior notice in case of an objection by L.OS Solution Provider.

11. Third Party Rights

Integrated Solution Data provided by L.OS Solution Provider must be unencumbered and free from any third-party rights, which prevent its use under these L.OS Integration Service Terms. For any third party rights in the Integrated Solution Data, except L.OS Solution Customers' rights, L.OS Solution Provider must ensure that L.OS Solution Provider has obtained the necessary permissions, approvals, licenses or usage rights from third parties to the extent required to perform his contractual obligations under these L.OS Integration Service Terms.

12. Term, Termination

- 12.1. The term of each Integration Service Subscription begins upon activation of the Integration Service for a L.OS Solution in L.OS Solution Provider's Account and shall terminate either (i) automatically on the termination effective date of (a) L.OS Provider's Platform User Agreement or (b) L.OS Provider's Solution Provider Agreement, without any need for separate termination of the Integration Service Subscription, or (ii) on the date on which a termination by Platform Operator or L.OS Solution Provider pursuant to Section 12.2 becomes effective, whichever comes earlier.
- 12.2. Either Party may terminate an Integration Service Subscription for convenience at any time by giving at least six months' prior notice to the other Party to the end of a calendar month.
- 12.3. Any right of the Parties to terminate for cause remains unaffected.
- 12.4. Form of termination: Unless a possibility of terminating by means of a dedicated function on the L.OS Platform (e.g., in the Account settings) is provided, any termination pursuant to Section 12.2 shall be made in text form (letter, e-mail).
- 12.5. Effect of termination: Upon the effective date of a termination, Platform Operator will stop the provision of the Integration Service for the concerned L.OS Solution, and L.OS Solution Provider shall stop the provision of the Data Feed.

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