

# L.OS Listing Terms for Solution Providers

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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](http://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 ToU and govern the Listing of L.OS Solutions by a L.OS Solution Provider on the L.OS Marketplace.

## 1. Definitions

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

1.1 **"Commission Fee"** means a percentage of the applicable L.OS Solution Fee agreed between the Parties.

1.2 **"Downstream Transaction"** means a separately measured transaction that involves the utilization of a L.OS Solution. This transaction is not carried out by the L.OS Solution Customer via the L.OS Marketplace but is instead conducted directly with the L.OS Solution Provider within the L.OS Solution itself, using its internal ordering process. However, such transactions still fall under the scope of an active L.OS Solution Agreement that was initially established through the L.OS Marketplace.

1.3 **"Listing Criteria"** means the set of formal criteria specified by Platform Operator and described in the Listing Guideline, which must be met by L.OS Solutions in order to be eligible for Listing on the L.OS Marketplace.

1.4 **"Listing Guideline"** means Platform Operator's guidelines and policies for the Onboarding Process, including Listing Criteria and any rules imposed by Payment Services Providers, available at L.OS Portal as it may be updated by Platform Operator from time to time.

1.5 **"Minimum Commission Fee"** means a fixed EUR/USD amount agreed between the Parties.

1.6 **"Onboarding Process"** means the process of bringing L.OS Solutions to the L.OS Marketplace, which begins with acceptance of these L.OS Listing Terms for Solution Providers by L.OS Solution Provider and ends with the completion of the steps described in the Listing Guideline.

1.7 **"Payment Services Agreement"** means the payment services agreement to be entered into by L.OS Solution Provider with a Payment Services Provider in order to use the payment processing services provided by such Payment Services Provider in connection with the L.OS Marketplace.

1.8 **"Price Plan"** means a comprehensive representation of a pricing model, encompassing its essential price components. It outlines how the L.OS Solution Fee should be presented, such as through a one-time payment for specific transactions (e.g., hardware purchases) or via a Subscription Model with predetermined price tiers (e.g., EUR 1.99/2.49/2.99 per month or unit). Additionally, the Price Plan includes details about

invoicing cycles, termination notice periods for a Transaction (e.g., one month, three months), and the payment terms available (e.g., 30/45/60 days).

1.9 **"Subscription Model"** means a business model based on subscriptions, wherein customers make regular payments for specific subscription periods and subsequent renewals (e.g., weekly, monthly, annually) to gain access to a L.OS Solution. The subscription may involve (i) recurring subscription fees, (ii) metered fees that are calculated based on the actual usage or consumption of the L.OS Solution, or (iii) a combination of both approaches.

1.10 **"Supported Country"** means a country listed as being supported by the L.OS Marketplace in the Listing Guideline.

## 2. Scope

2.1 These L.OS Listing Terms for Solution Providers apply to the Listing of L.OS Solutions by L.OS Solution Provider on the L.OS Marketplace in L.OS Solution Provider's own name and form an integral part of the Solution Provider Agreement.

2.2 Individual agreements executed between the Parties (incl. ancillary agreements, supplements and amendments) shall take precedence over these L.OS Listing Terms for Solution Providers.

## 3. Conclusion of Solution Provider Agreement

3.1 The Solution Provider Agreement is concluded upon acceptance of these L.OS Listing Terms for Solution Providers by L.OS Solution Provider and activation of the Listing functionality in L.OS Solution Provider's Account by Platform Operator.

3.2 Following the conclusion of the Solution Provider Agreement, L.OS Solution Provider is entitled to start the Listing of L.OS Solutions.

## 4. Listing Requirements

4.1 For the Listing of L.OS Solutions the L.OS Solution Provider must

- a) qualify and act as a business, i.e. offer L.OS Solutions in the course of its commercial or self-employed professional activities;
- b) be registered as a business in a Supported Country;
- c) maintain an Account; and
- d) comply with the requirements of the Listing Guideline, specifically the Listing Criteria.

4.2 Depending on the nature of the L.OS Solution, L.OS Solution Provider may be required to adhere to standardized Price Plans and Subscription

Models when creating its Listings. The specific Price Plans and Subscription Models applied by the L.OS Platform Operator (if any) can be found in the Listing Guideline. These Price Plans and Subscription Models are designed to ensure transparent pricing and subscription structures, enhancing the Customers' experience when purchasing L.OS Solutions through the L.OS Marketplace. L.OS Solution Providers are free to choose from the available Price Plans and Subscription Models (if any). For the avoidance of doubt L.OS Solution Providers are not required to adopt any specific price points.

4.3 Platform Operator has the right, directly or through third parties, to validate any information provided by L.OS Solution Provider, including, but not limited to, checking commercial databases.

4.4 Platform Operator may test L.OS Solutions and review all related documents (e.g., L.OS Solution Terms and L.OS Solution Description) submitted for a Listing in accordance with the Onboarding Process. L.OS Solution Provider will cooperate with such testing and review. A review or an approval by Platform Operator of a Listing does not release L.OS Solution Provider from its sole responsibility regarding the quality, functionality and legal compliance of a L.OS Solution.

## 5. L.OS Solution Provider's Obligations

5.1 Subject only to Section 4.2, L.OS Solution Provider shall determine the applicable pricing, usage rights and other terms and conditions governing the use of L.OS Solutions.

5.2 L.OS Solution Provider must

- a) Develop, operate and deliver L.OS Solutions with due care;
- b) deliver to Platform Operator all materials and interfaces required to integrate L.OS Solutions into the L.OS Marketplace;
- c) provide to Platform Operator correct transactional data for Transactions subject to Payment Management and/or Invoice Management;
- d) provide Direct Payment and/or Direct Invoicing for L.OS Solutions not subject to Payment Management and/or Invoice Management;
- e) evaluate and test L.OS Solutions before submission for a Listing;
- f) enable Platform Operator or a third party authorized by Platform Operator to examine L.OS Solutions as described in Section 4.4 above;
- g) manage all aspects of fulfillment and logistics processes, specifically shipping, related to any hardware or tangible components of L.OS Solutions. This includes handling warranty claims from L.OS Solution Customers and managing returns and replacements of such components in the event of defects.
- h) host, operate and provide access to any SaaS

components of L.OS Solutions to L.OS Solution Customers;

- i) determine the L.OS Solution Fee having regard to any requirements set forth in the Listing Guideline as outlined in Section 4.2 (excluding L.OS Trial Solutions);
- j) provide L.OS Solution Customers with Offering Information, including the L.OS Solution Description and L.OS Solution Terms in accordance with Section 6 below;
- k) ensure that the Offering Information (including information about applicable fees) and all documents displayed on the L.OS Marketplace in connection with a L.OS Solution are accurate, current, complete, not misleading, and in compliance with applicable law at all times;
- l) to the extent required by applicable laws and regulations, provide L.OS Solution Customers with a data processing agreement and a privacy policy;
- m) provide L.OS Solutions in compliance with the respective L.OS Solution Agreement;
- n) provide customer support services for L.OS Solutions to handle any incidents forwarded by First Level Support; and
- o) continuously monitor and develop the L.OS Solutions and keep L.OS Solutions updated and free of any vulnerabilities. It is L.OS Solution Provider's sole responsibility to ensure the operational reliability and safety of L.OS Solutions by providing functional and security related updates and hotfixes. L.OS Solution Provider shall maintain L.OS Solutions in a condition suitable for the intended and foreseeable use for at least the applicable minimum subscription period of a L.OS Solution Agreement.

5.3 To the extent that L.OS Solution Provider offers L.OS Trial Services, L.OS Solution Provider must ensure that Trial Services can only be used for test and evaluation purposes and cannot be converted into full/commercial versions of L.OS Solutions. Full/commercial versions of L.OS Solutions require a separate Transaction.

## 6. L.OS Solution Terms

L.OS Solution Terms shall:

- a) grant L.OS Solution Customer the right to use the L.OS Solution;
- b) include a subscription period, renewal periods and termination notice period in line with the selected Subscription Model (if applicable);
- c) not impose any requirements or liability upon Platform Operator;
- d) not override or be contrary to the L.OS Platform ToU; and
- e) comply with all applicable laws and regulations.

## 7. Platform Operator's Obligations

Platform Operator shall

- a) provide reasonable technical assistance as required for the Listing of L.OS Solutions and integrate the L.OS Solutions into the L.OS Marketplace during the Onboarding Process;
- b) publish the L.OS Solution Listing to the L.OS Marketplace if approved by Platform Operator after the Onboarding Process;
- c) at the end of the Transaction process provide L.OS Solution Customers with the Offering Information and L.OS Solution Terms as provided to Platform Operator by L.OS Solution Provider;
- d) provide Invoice Management and Payment Management for L.OS Solutions where applicable;
- e) provide access security and authorization controls for the L.OS Platform; and
- f) provide First Level Support to L.OS Solution Customers.

## 8. Usage Rights, Intellectual Property

8.1 During the term of the Solution Provider Agreement, L.OS Solution Provider hereby grants to Platform Operator and its Affiliated Companies a non-exclusive, worldwide, royalty-free right to

- a) list the L.OS Solutions on the L.OS Marketplace;
- b) publish, publicly perform, publicly display, and otherwise digitally make available the L.OS Solutions to Platform Users; and
- c) review and test the L.OS Solutions according to Section 4.4.

8.2 Listing of L.OS Solutions on the L.OS Marketplace will be made by Platform Operator under the trademark and logo of L.OS Solution Provider. Platform Operator may, at its sole discretion, mention L.OS Solution Provider for marketing purposes on its websites and on social networks and similar platforms (such as Facebook, Google, Stack Overflow, LinkedIn, Twitter, etc.). L.OS Solution Provider hereby grants to Platform Operator the right to use and publicly display L.OS Solution Provider's trademarks and logos in the before mentioned context with a right of Platform Operator to optimize the viewing of L.OS Solution Provider's trademarks and logos.

8.3 Platform Operator acknowledges that L.OS Solutions, the trademark and the logo of L.OS Solution Provider are the sole property of L.OS Solution Provider and its licensors, and nothing in these L.OS Listing Terms for Solution Providers confers upon Platform Operator any intellectual property rights in the L.OS Solutions, the trademark and the logo of L.OS Solution Provider except as explicitly set forth herein.

## 9. Support

9.1 L.OS Solution Provider must provide at least the minimum support and maintenance services set forth in the Listing Guideline.

9.2 L.OS Solution Provider shall nominate a single point of contact and ensure its availability for Platform Operator's service personnel to allow forwarding of any incidents related to L.OS Solution Provider's L.OS Solutions by Platform Operator's First Level Support.

## 10. L.OS Solution Fees, Commission Fee, Reporting

10.1 Subject to Section 4.2, L.OS Solution Provider shall, in its sole discretion, determine L.OS Solution Fees. Publication of changes to L.OS Solution Fees on the L.OS Marketplace may take several business days. Until such publication the then current L.OS Solution Fees will continue to apply. Depending on L.OS Solution Provider's registered corporate seat, prices can either be set in EUR or USD. L.OS Solution Customers see prices either in EUR or in USD depending on their respective country assignment. If necessary, prices will be converted from EUR to USD or from USD to EUR based on the European Central Bank Euro reference exchange rate. The exchange rate will be updated regularly. Platform Operator will not be responsible for any costs or losses due to any currency conversion.

10.2 The Commission Fee shall be due under the following circumstances:

- a) upon the conclusion of a L.OS Solution Agreement;
- b) upon the renewal of a L.OS Solution Agreement; and
- c) upon the execution of a Downstream Transaction.

10.3 L.OS Solution Provider must submit monthly reports to Platform Operator by the end of the subsequent month at the latest. These reports must include:

- a) details of all Downstream Transactions conducted during the preceding calendar month, along with the corresponding L.OS Solution Fees;
- b) details of all L.OS Solution Agreements concluded or renewed during the preceding calendar month, excluding those covered by Payment Management or Invoice Management, along with the corresponding L.OS Solution Fees.

10.4 The Commission Fee pertaining to L.OS Solutions subject to Payment Management will be calculated and applied in accordance with Section 11.9 for the determination of the payout amount to L.OS Solution Provider. Where the relevant L.OS Solutions are subject to mandatory Invoice Management under applicable VAT law, Platform Operator will issue self-billing invoices as specified in Section 16.4e) of the L.OS Platform ToU. For all

other cases, Platform Operator will issue invoices for the total Commission Fees earned by Platform Operator during each calendar month. L.OS Solution Provider is obliged to settle all outstanding amounts within 30 days of receiving the invoice.

- 10.5 Platform Operator reserves the right to apply a Minimum Commission Fee if the actual Commission Fee is lower than the Minimum Commission Fee. Any refunds issued by L.OS Solution Provider towards L.OS Solution Customers shall not affect Platform Operator's right to receive or keep the Commission Fee or the Minimum Commission Fee.

## 11. Payment processing, Invoices, Tax

- 11.1 By default, Platform Operator will provide Payment Management and Invoice Management for all of L.OS Solution Provider's Listings. However, if the Parties have agreed upon Direct Payment and/or Direct Invoicing for any or all Listings, those arrangements will supersede the default Payment Management and Invoice Management services provided by the Platform Operator.

- 11.2 Platform Operator cooperates with one or more Payment Services Providers to handle Payment Management for the L.OS Marketplace. Use of the Payment Management service requires L.OS Solution Provider to enter into a Payment Services Agreement with at least one Payment Services Provider via the L.OS Platform. Otherwise payments to L.OS Solution Provider cannot be processed and L.OS Solution Provider may only offer L.OS Trial Solutions on the L.OS Marketplace, unless Direct Payment has been agreed between the Parties.

- 11.3 L.OS Solution Provider shall comply with any terms and conditions of the applicable Payment Services Agreement and any other applicable agreement, obligation or requirement of Platform Operator or the respective Payment Services Provider.

- 11.4 L.OS Solution Provider hereby appoints Platform Operator as its agent of receipt (*Empfangsbevollmächtigter*) and as its communication messenger (*Erklärungsbote*) towards Payment Services Providers subject to and in connection with the conclusion, the implementation and the termination of the relevant Payment Services Agreement.

- 11.5 Platform Operator reserves the right to cease or amend existing arrangements or to enter into new arrangements with other Payment Services Providers from time to time at Platform Operator's sole discretion, which may require L.OS Solution Provider to enter into another Payment Services Agreement or to agree an amendment to an existing Payment Services Agreement pursuant to Section 11.1 above. Where any such change requires L.OS Solution Provider to amend an existing Payment Services Agreement or to conclude a new Payment Services Agreement, Platform Operator will provide L.OS Solution Provider with reasonable advance notice in text form.

- 11.6 The conclusion of a Payment Services Agreement with a Payment Services Provider may be subject to an onboarding process of the Payment Services Provider, including a completion of know-your-customer and credit risk assessments. In case of non-completion of such assessments the Payment Services Provider may have the right to reject L.OS Solution Provider.

- 11.7 The available payment methods are subject to the respective Payment Services Agreement and may depend on the countries of L.OS Solution Provider's and L.OS Solution Customer's registered corporate seat. A list of available payment methods and available countries for the respective Payment Services Providers (as amended from time to time) is published in the Listing Guideline.

- 11.8 Platform Operator is responsible for the fees charged by the selected Payment Services Providers for processing payments for the L.OS Marketplace, including onboarding fees, fees for processing payment transactions between L.OS Solution Customers and L.OS Solution Providers, and fees for processing payouts to L.OS Solution Provider. L.OS Solution Provider is responsible for any additional Payment Services Provider fees that may apply due to any specific circumstances concerning the L.OS Solution Provider or the specific transaction, e.g., currency conversion fees.

- 11.9 Default payout intervals may differ between Payment Services Providers and are described in the Listing Guideline. The payout amount will consist of the applicable L.OS Solution Fee less the Commission Fee (or Minimum Commission Fee, if applicable), less any currency conversion fees and any additional fees payable by L.OS Solution Provider, as set forth in Section 11.8, and less any amounts withheld as tax on payment for the L.OS Solutions. Payment Services Providers may also withhold adequate reserves from the payout to L.OS Solution Provider and may levy conversion fees for converting the payout to the payout currency, all as applicable under the Payment Services Agreement.

- 11.10 Invoices and other financial documents will be made available to L.OS Solution Providers via their Accounts as a download and/or by e-mail. Only for those countries where other forms of invoicing are required by law will other forms be used (e.g., paper invoice).

- 11.11 L.OS Solution Provider is solely responsible for its own tax obligations and must, where necessary, seek expert advice from a third party.

## 12. Suspension and De-Listing

- 12.1 Section 15 of the L.OS Platform ToU applies to Platform Operator's suspension of the presentation of a L.OS Solution on the L.OS Marketplace.

- 12.2 Platform Operator will provide L.OS Solution Provider with 30 days' notice to resolve or cure any breach, misappropriation, or violation. At the end of such 30-day period, Platform Operator shall either

- a) lift the suspension of the L.OS Solutions, if such breach, misappropriation or violation is resolved; or
  - b) de-list the L.OS Solutions from the L.OS Marketplace, provided that if such L.OS Solution is de-listed by Platform Operator, Platform Operator shall provide L.OS Solution Provider with written notice and explanation of its de-Listing.
- 12.3 If Platform Operator de-lists the L.OS Solution from the L.OS Marketplace, L.OS Solution Provider remains responsible for all fees and charges he has incurred through the date of de-listing. Platform Operator's right to charge the Commission Fee or Minimum Commission Fee, if any, remain unaffected by the de-listing of L.OS Solutions including in case of termination pursuant to Section 15.
- 12.4 The right of Platform Operator to suspend or de-list a L.OS Solution from the L.OS Marketplace is in addition to Platform Operator's right to terminate for cause, if any.

### 13. L.OS Solution Provider's Warranties

- 13.1 L.OS Solution Provider represents and warrants that:
- a) L.OS Solution Provider has the necessary rights in and to the L.OS Solutions (including associated marks and names) to grant Platform Operator the rights pursuant to Section 8 and to grant L.OS Solution Customer and L.OS Solution Customer's end users, if any, the usage rights specified in the L.OS Solutions Terms;
  - b) the L.OS Solutions conform to the specifications set forth in the Offering Information including the L.OS Solution Description;
  - c) the L.OS Solutions comply with these L.OS Listing Terms for Solution Providers and the Listing Guideline;
  - d) any written representations made, or information provided by the L.OS Solution Provider to Platform Operator or L.OS Solution Customers is true and accurate;
  - e) neither L.OS Solutions nor L.OS Solution Provider infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party;
  - f) L.OS Solutions do not contain any viruses, malware, or any other harmful code; and
  - g) L.OS Solution Provider complies with any and all third-party requirements relating to any and all third-party and open source software included in L.OS Solutions.
- 13.2 Any other warranties provided by applicable law remain unaffected.

### 14. Indemnification

- 14.1 In addition to the indemnification under Section 20.1 of the L.OS Platform ToU, L.OS Solution Provider shall defend, indemnify and hold Platform Operator harmless from any third-party claims related to
- a) the transmission of incorrect invoicing data by L.OS Solution Provider;
  - b) L.OS Solution Provider's use of the payment processing services provided by Payment Services Providers, including but not limited to any breach of a Payment Services Agreement by L.OS Solution Provider;
  - c) the use of open-source software by L.OS Solution Provider;
  - d) the combination, operation, or use of a L.OS Solution with any third-party product (where such combination, operation or use causes the claimed infringement); and
  - e) L.OS Solution Provider's non-compliance with Platform Operator's written specifications or directions, including the incorporation of any materials or processes provided by or requested by Platform Operator,

except to the extent such third party claims arise from the negligence or willful acts or omissions of Platform Operator.

- 14.2 In addition, if L.OS Solution Provider receives prompt notice from Platform Operator, a L.OS Solution Customer or from third parties, of a claim that is likely to result in an adverse ruling, then L.OS Solution Provider shall, at its sole discretion and expense
- a) obtain a right for L.OS Solution Customers to continue using L.OS Solutions;
  - b) modify such L.OS Solutions to make them non-infringing; or
  - c) replace such L.OS Solutions with a non-infringing substitute.

### 15. Term and Termination

- 15.1 The term of the Solution Provider Agreement begins upon activation of the Listing functionality in L.OS Solution Provider's Account and shall terminate either (i) automatically on the termination effective date of L.OS Provider's Platform User Agreement, without any need for separate termination of the Solution Provider Agreement, or (ii) on the date on which a termination by Platform Operator or L.OS Solution Provider pursuant to Sections 15.2 or 15.3, respectively, becomes effective, whichever comes earlier.
- 15.2 Platform Operator may terminate the Solution Provider Agreement for convenience at any time by giving at least one month's prior notice to the end of a calendar month.
- 15.3 Platform User may terminate the Solution Provider Agreement for convenience by giving notice to Platform Operator at any time.

- 15.4 Any right of the Parties to terminate for cause remains unaffected.
- 15.5 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 Sections 15.2 or 15.3 shall be made in text form (letter, e-mail).
- 15.6 Effect of Termination
- a) Upon the effective date of a termination, Platform Operator will de-list L.OS Solution Provider's L.OS Solutions from the L.OS Marketplace.
  - b) The termination of the Solution Provider Agreement and the de-Listing does not affect existing L.OS Solution Agreements. L.OS Solution Provider is solely responsible for the continuation or the termination of existing L.OS Solution Agreements.

L.OS Solution Provider shall comply with the principles of the UN Global Compact Initiative relating to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at <https://www.unglobalcompact.org/what-is-gc/mission/principles>.

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## **16. Data Protection**

To the extent L.OS Solution Provider processes personal data of L.OS Solution Customers in the context of L.OS Solution Agreements, L.OS Solution Provider shall ensure that all applicable data protection law requirements are met when providing L.OS Solutions, including but not limited to entering into proper commissioned data processing agreements, where required.

## **17. Export Control**

- 17.1 Where required to comply with Foreign Trade Law, L.OS Solution Provider shall classify L.OS Solutions (including, where required, their individual components) and communicate the export classification number (ECCN) in the respective Offering Information. The Platform Operator will supply information in the Listing Guideline on how the L.OS Solution Provider's ECCN can be posted/communicated on the L.OS platform.
- 17.2 L.OS Solution Provider represents and warrants not to be located in any country embargoed under Foreign Trade Law and not being listed on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other applicable sanctioned party list.
- 17.3 L.OS Solution Provider shall not – directly or indirectly – deliver or provide L.OS Solutions to any destination, entity, or person prohibited or sanctioned by Foreign Trade Law. L.OS Solution Provider represents and warrants that the Listing of his L.OS Solutions on the L.OS Marketplace is in compliance with applicable Foreign Trade Law. L.OS Solution Provider agrees not to list any L.OS Solutions subject to a requirement for Foreign Trade Law Authorization.
- 17.4 The provisions in this Section 17 will survive the termination of the Solution Provider Agreement.

## **18. UN Global Compact**