

# Bosch Corporate Innovation Gateway

## Terms of Use

Last amended: March 19<sup>h</sup> 2020

Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe, Germany, ("**Bosch**") offers the Bosch Corporate Innovation Gateway ("**Corporate Innovation Gateway**"), a platform that allows Customers to submit proposals for innovation partnerships with Bosch. These Terms of Use ("**Terms of Use**") govern the legal relationship between Bosch and the Customer, or the entity the Customer is representing, regarding the submission of an Application via the Corporate Innovation Gateway.

Companies, universities and individuals can submit proposals for innovative partnerships.

Prerequisite for an Application is that Customer does not participate in its capacity as an associate of the Bosch Group.

### 1. Scope of Terms of Use

- 1.1 Bosch provides the access to the Corporate Innovation Gateway that allows Customer to submit an Application for an innovative partnership exclusively on the basis of these Terms of Use.
- 1.2 The Corporate Innovation Gateway platform allows companies, universities and individuals to apply for an innovation partnership by submitting an innovation proposal or a patent in one of the following areas: Connected Mobility, Connected Industry, Connected Life and Enabling Technologies.
- 1.3 Terms and conditions of Customer or of third parties that deviate from or conflict with these Terms of Use, will not apply, even if Bosch does not expressly contradict these terms and conditions of the Customer.
- 1.4 Individual contracts concluded with the Customer (including collateral agreements, addenda and amendments) in a specific case shall without exception take precedence over these Terms of Use.
- 1.5 Bosch is entitled to commission any Service from third parties acting as subcontractors (including Affiliates of Bosch) and to submit the Application and all information related with the Application to Affiliates of Bosch.
- 1.6 A partnership agreement between Bosch and the Customer regarding an innovation is not established by the access and use of the Corporate Innovation Gateway and by submitting an Application. This requires a separate agreement between Bosch and the Customer.

### 2. Eligibility to participate, requirements for participation, exclusion

- 2.1 Customer, in case of an individual, warrants that he is lawfully able and has the capacity to enter into contracts (e.g. he is not a minor).
- 2.2 If any person is entering into this Agreement as a representative for an entity, such as the company for which the Customer is working for, such person warrants to Bosch that his company is duly organized, validly existing and in good standing under the laws of the country in which it is organized or incorporated and that he has legal authority, permission, resolution or power of attorney to bind that company. Such person must also be allowed by their employer to submit an Application on behalf of their employer.
- 2.3 The following are excluded from participation:
  - a) Employees of the Robert Bosch GmbH and its affiliated companies in their capacity as an associate of the Bosch Group.
  - b) Applications that violate the [values of Bosch](#).
  - c) Persons or institutions who violate these Terms of Use .

### 3. Application, Customers and Notices

- 3.1 The access to the Corporate Innovation Gateway and the submission of an Application is free of charge.
- 3.2 During the application process, Customer will be asked to enter the Application Data. By sending the Application Data, Customer is making Bosch an offer to enter into negotiations for an innovation partnership with Bosch. After sending the Application Data, Bosch will send a confirmation of receipt and the Application Data will be reviewed by Bosch within a reasonable time.

- 3.3 Bosch reserves the right to accept or reject the Application and to enter into negotiations at Bosch's sole discretion. Bosch will inform the Customer about the rejection of the Application by e-mail. In this case, the Application and Innovative Data will be deleted within a reasonable time by Bosch. Customer cannot ask for an explanation as to why his Application was rejected and cannot claim that a partnership agreement is established.
- 3.4 In case Bosch is accepting the Application, Bosch will also inform the Customer by e-mail. Bosch is entitled to either not pursue the Application at the present moment, but to reconsider the Application in the future and to look for matching Bosch departments, or to accept the Application immediately. In case of a positive response, the Application Data will be shared with matching Bosch departments and eventually meetings between Customer and the respective Bosch departments will be set up in order to enter into negotiations for an innovation partnership with Bosch and the Customer.
- 3.5 The submitted Applications can be submitted to the responsible department within the Bosch Group. The Application is used exclusively for the purpose of the examination. Bosch treats the submitted documents with the same care as Bosch treats its own business papers. No further liability is assumed.
- 3.6 The Application Data requested by Bosch at the time of the Application must be stated completely and correctly. The Application of a legal person must be carried out by an authorized natural person, who must be mentioned by name.
- 3.7 All notices will be sent in electronic form to the e-mail address provided by Customer.

#### **4. Usage rights**

- 4.1 Bosch and its licensors own all right, title, and interest in and to the Corporate Innovation Gateway, and all related technology and intellectual property rights. It is not permitted to remove notices and notations on the Corporate Innovation Gateway that refer to confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights.
- 4.2 Bosch hereby grants to Customer the timely limited, non-exclusive, non-sub-licensable, revocable and non-transferable right to access the Corporate Innovation Gateway and to submit Innovation Data solely in accordance with this Terms of Use, during the term as provided in Section 9.
- 4.3 Provided that Bosch makes new versions, updates, upgrades, modifications or extensions of the Corporate Innovation Gateway available or carries out other changes with respect to the Corporate Innovation Gateway, the provisions of Section 4 shall also apply thereto.
- 4.4 Customer shall have no rights which are not explicitly granted to the Customer under these Terms of Use. Customer shall not be entitled to use the Corporate Innovation Gateway beyond the scope of use granted in these Terms of Use or make the Corporate Innovation Gateway available to third parties. In particular, it is not permitted to duplicate the Corporate Innovation Gateway or to provide it for use for a limited period of time, in particular not to lease it or loan it.
- 4.5 If Customer violates any of the provisions of this Section 4, Bosch shall be entitled to and reserves the right to terminate this Agreement in accordance with Section 9 without notice.
- 4.6 Free and Open Source Software (FOSS) components including the applicable FOSS license conditions used within the Corporate Innovation Gateway shall be illustrated on the Corporate Innovation Gateway, if providing via software as a service requires explicitly the fulfilment of FOSS license obligations.

#### **5. Innovation Data**

- 5.1 The transfer, uploading or transmission of Innovation Data in connection with the use of the Corporate Innovation Gateway does not create any proprietary right of Bosch to the Innovation Data of the Customer. For any avoidance of doubt: The Customer remains the sole owner of the Innovation Data and has sole responsibility for it himself. The transmission, uploading or transfer of Innovation Data into the Corporate Innovation Gateway shall neither be construed to grant Bosch a license or other rights on the Innovation Data nor as acceptance of any innovation offer by Bosch. In case Bosch wants to enter into further partnership negotiations, Bosch will inform Customer via e-mail.
- 5.2 Customer warrants that
  - a) Customer has all rights, interest and title to Innovation Data;
  - b) Innovation Data and the Application shall not violate these Terms of Use or applicable law, in particular country-specific regulations and laws that apply to the Customer, and shall not infringe or misappropriate the intellectual property rights of a third party;

- c) Innovation Data is free of viruses, worms, malware, Trojan horses or any other contaminating or destructive features.
- 5.3 The following requirements apply for Innovation Data:
- a) In general, Applications can only be evaluated if they are described in sufficient technical detail. Additionally, they must be subject of a registration for an industrial property right as this creates a solid basis for possible later negotiations and for the determination of the respective rights of all parties. This is particularly relevant in cases where Bosch is engaged in developments or other activities in the same or similar technical field.
  - b) In exceptional cases Bosch may evaluate Applications for which no industrial property rights have been registered. In this case, the party that submits the Application bears any risks related to securing his or her rights to the Innovation Data. In such cases Bosch will not accept any claims related to the Application and the Innovation Data. However, Bosch will of course respect the rights of the offering party.
- 5.4 Bosch reserves the right to develop innovations similar or identical with the innovation of the Application independently from the Application, or request or receive information on such innovations from other parties.

## **6. Customer's Obligations**

- 6.1 Customer is obliged to provide in due time reasonable cooperation required from him. Therefore Customer is obliged to correct the information in Customer's Application immediately, if, after the Application, the indicated data changes.
- 6.2 Customer shall not:
- a) intentionally access, tamper with, or use non-public portions of the Corporate Innovation Gateway or the technical delivery systems of Bosch's providers;
  - b) use any robot, spider, scraper, or other similar automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Corporate Innovation Gateway other than via documented API endpoints;
  - c) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Corporate Innovation Gateway;
  - d) attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Corporate Innovation Gateway;
  - e) frame or mirror the Corporate Innovation Gateway; or
  - f) use any device, software, or routine that interferes with any application, function, or use of the Corporate Innovation Gateway, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.
- 6.3 Customers' Application shall comply with all applicable laws, including copyright or trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction, and does not conflict with any agreement that the Customer has signed with a third party.

## **7. Liability**

- 7.1 As the access to the Corporate Innovation Gateway and the Application is provided free of charge, Bosch does not assume any liability for damages resulting from the access and use to the Corporate Innovation Gateway, except in cases of gross negligence, intent or for injury of life, body and health. The Liability for damages under the German Product Liability Act is not excluded.
- 7.2 The foregoing limitation of liability shall also apply in the event of fault by a person engaged by Bosch in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Bosch.

## **8. Indemnification**

- 8.1 The Customer is obligated to indemnify, defend and hold Bosch harmless for and from any third party claims related to
- a) any breach of this Terms of Use or applicable law by the Customer or due to Innovation Data;

- b) Innovation Data which it infringes or violates any third-party right;
  - c) the use of Open Source Software by the Customer;
  - d) any infringement of the relevant applicable data protection laws or other data protection provisions as agreed between the Parties herein or in another context by the Customer or through Innovation Data; or
  - e) any violation of applicable export and re-export control laws and sanctions regulations by the Customer,
- unless Customer is not responsible for the claim.

8.2 Bosch shall notify the Customer without delay and leave to the Customer the defense of these claims. Bosch will provide the Customer with all reasonable support. In particular, Bosch will, as far as possible, provide the Customer with all the necessary information of the use and the possible processing of the Corporate Innovation Gateway, which are subject to this Terms of Use.

## 9. Term and Termination

- 9.1 The term of this Agreement commences with the submission of the Application by the Customer and will remain in effect until terminated by Bosch or by the Customer or if the Application is rejected by Bosch.
- 9.2 Termination for Convenience
  - a) The Customer may terminate this Agreement at any time for any reason by sending an e-mail to [gdpr.gateway@bosch.com](mailto:gdpr.gateway@bosch.com).
  - b) Bosch may terminate this Terms of Use by providing three (3) months' notice effective at the calendar month-end.
- 9.3 The right of the Parties to terminate these Terms of Use for cause and without notice shall remain unaffected.
- 9.4 Upon the effective date of termination, all authorizations of the Customer according to these Terms of Use end and the Application and Innovative Data transmitted to Bosch will be deleted by Bosch within a reasonable time.

## 10. Data Privacy

Bosch processes personal data in accordance with the Corporate Innovation Gateway Data Protection Notice: <https://innovate-bosch.com/Data-Protection-Notice.php>

## 11. Confidentiality

- 11.1 The Parties agree to keep all Confidential Information that becomes known to them in the context of this Agreement strictly confidential and only use such information for the contractually agreed purposes. "Confidential Information" for the purpose of this use shall mean information, documents, details and data, which is marked as such or that should otherwise be deemed to be confidential. Confidential Information especially includes the Innovation Data, which is submitted directly via the form on [www.innovate-bosch.com](http://www.innovate-bosch.com) or that is subsequently to the Application submitted by Customer upon request of Bosch.
- 11.2 Each Party will protect the confidentiality of Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information but with no less than reasonable care. Each Party may disclose Confidential Information to its employees, Affiliates and third parties only if and as far as this is necessary for the purpose of the fulfillment of this Agreement ("need to know").
- 11.3 Each Party is obliged to commit employees, Affiliates and third parties to maintain confidentiality in accordance with the provisions of Section 11 insofar as they are not already otherwise obliged to do so by virtue of contractual and/or statutory provisions to an extent that is at least equivalent to the level of protection resulting from Section 11. Furthermore, the Parties shall oblige its employees to maintain confidentiality also in the period after their departure to the extent permitted under employment law.
- 11.4 If Confidential Information within the above definition is requested by a public authority, then the other Party – to the extent that it is legally allowed - shall be informed without delay and before the Confidential Information is supplied to the public authority.
- 11.5 The obligations under Section 11.1 and 11.2 shall lapse for such information or parts thereof with respect to which the Party receiving the information evidences that it

- a) was known to that Party or generally accessible prior to the date of receipt or became known from a third Party after the date of receipt in a lawful manner and without any confidentiality obligation; or
  - b) was already known to the general public or was generally accessible prior to the date of receipt; or
  - c) became known to the general public or became generally accessible after the date of receipt without the party receiving the information being responsible for this;
  - d) has been developed autonomously by or on behalf of the receiving Party independently of any information received by the transmission of the Application; or
  - e) in respect of which the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party.
- 11.6 The rights and obligations under Section 11 shall not be affected by the termination of this Agreement.

## 12. Export Compliance

- 12.1 The access to the Corporate Innovation Gateway and Innovation Data are subject to local and international export and re-export control laws and sanctions regulations. The Customer agrees to comply with all applicable export and re-export control laws and sanctions regulations, including but not limited to the legislation of the Federal Republic of Germany, Austria, the European Union, the United States of America and the United Nations.
- 12.2 Bosch has the right to refuse the access to the Corporate Innovation Gateway, obligations and cooperation in case the Customer acts against a regulation in this Section 12 or if it is necessary for in order to comply with national or international legal provisions. In this case the Customer is excluded from raising a claim for any damage or other rights on account of the refusal.

## 13. Changes

- 13.1 At any time, Bosch shall have the right to rebrand or modify the Corporate Innovation Gateway. Bosch will take due care of Customer's legitimate interests.
- 13.2 Bosch reserves the right, within the bounds of reasonableness and taking into account the legitimate Customer interest, to modify the Terms of Use. Customer shall be notified of changes by e-mail within a reasonable period of time, but no later than thirty (30) calendar days, before the planned effective date of the changes. Customer shall be advised of its existing right to object and/or terminate and of the consequences of the respective change in the change notification. If Customer does not object within thirty (30) days of receipt of the notification after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Bosch is entitled to terminate these Terms of Use subject to a one (1) month notice period.
- 13.3 Editorial changes to the Terms of Use, i.e. changes that do not affect the contractual relationship such as correcting typing errors, will be made without notifying the Customer.

## 14. Definitions

**Agreement** means the contractual relationship between Customer and Bosch regarding the Application.

**Affiliate** shall mean an entity that controls, is controlled by, or is under common control with a Party to this Agreement, where "control" means the direct or indirect holding of more than 50% of equity ownership or voting rights.

**Application** means the process of providing Application Data by Customer.

**Application Data** means the data requested at the time of Application, e.g. company name, website, founding year, number of employees, country, previous contact to Bosch, name, phone number, e-mail address.

**Customer** means the university, company or individual that is the owner of the Innovation Data and/or that is legally entitled to submit the Innovation Data to Bosch.

**Innovation Data** means innovative proposals in the area of Connected Mobility, Connected Industry, Connected Life and Enabling Technologies submitted by Customer or on behalf of Customer in connection with a proposal for an innovation partnership.

**Corporate Innovation Gateway** means the platform provided under [www.innovate-bosch.com](http://www.innovate-bosch.com).

## **15. Applicable law and place of jurisdiction**

- 15.1 These Terms of Use are subject to the laws of the Federal Republic of Germany. If you are an individual, this choice of law shall only apply insofar as it does not deprive you of the protection granted to you by the mandatory legal provisions of the EU member state in which you normally reside. The application of UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.2 If the Customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany. The same applies if a Customer does not have a general place of jurisdiction in Germany or the place of residence or habitual abode is not known at the time the action is filed.

## **16. Online Dispute Resolution Platform, Participation in Dispute Resolution Proceedings**

- 16.1 The European Commission provides a platform for online dispute resolution (OS). This platform is intended to serve as a contact point for the out-of-court settlement of disputes concerning contractual obligations of online sales contracts and online service contracts. The platform can be reached at <http://ec.europa.eu/consumers/odr/>.
- 16.2 Bosch is not obliged to participate in a dispute resolution procedure before a consumer arbitration board and has decided against voluntary participation. Complaints, questions and remarks can be made or submitted via [gateway.gdpr@bosch.com](mailto:gateway.gdpr@bosch.com)

## **17. Miscellaneous**

- 17.1 Contractual declarations and notifications to be given by the Customer after execution of an agreement (such as setting of deadlines, notification of defects or termination) must be provided in text form (e.g. e-mail, letter) to be effective.
- 17.2 Customer may not assign any or all portion of its obligations without the prior written consent of Bosch, not to be unreasonably withheld.
- 17.3 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

**Robert Bosch GmbH**