

End-User License Agreement

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BY OPENING THE BOSCH PRODUCT PACKAGING OR USING THE BOSCH PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT OPEN THE BOSCH PRODUCT PACKAGING OR USE THE BOSCH PRODUCT.

In addition to the terms of this Agreement, your purchase and use of the Bosch Product is also governed by the terms of Bosch Sale Terms and Conditions document which appears in each Bosch product price list.

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Indemnity. You will indemnify, defend and hold Bosch, its affiliates, as well as its third party licensors, and each of their directors, officers, shareholders, employees, representatives and assigns harmless from and against any and all any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each an "Action") brought by any third party against Bosch, its affiliates or its third party licensors: (i) related to or arising out of your use of or access to the Bosch Product or the Software; (ii) related to or arising out of your breach of this Agreement; or (iii) alleging personal injury or property damage caused by your negligence, willful misconduct, or use of the Bosch Product other than in conformance with the attached documentation.

The terms and restrictions in this Agreement apply to you and anyone who gains access to or uses the Bosch Product through you. If you sell, assign, or otherwise transfer the Bosch Product to a third party, all the terms and restrictions of this Agreement automatically bind and apply to such third party.

Third Party Beneficiary. Wind River Systems, Inc. is a third party licensor to Bosch and owns certain Software embedded and installed in the Bosch Product. With regard to the Software owned by Wind River Systems, Wind River Systems and its licensors are third party beneficiaries of this Agreement and provisions of this Agreement relating to the Software are made expressly for the benefit of, and are enforceable by, Wind River Systems and its licensors.

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General. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or unenforceable, such provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement and all relations between you and Bosch shall be governed by the laws of the State of Minnesota without reference to conflict of laws principles. All disputes arising out of or related to this Agreement shall be subject to the jurisdiction of the federal and state courts located in Minnesota; you agree and submit to the personal jurisdiction of such courts; and you agree that such courts are the most appropriate jurisdiction and venue for any dispute related to this Agreement.