

# Licence Terms and Conditions for the Use of Bosch Sensortec GmbH, Reutlingen Environmentalib (BSEC) Software

Status: July 2016

## 1. Scope

- 1.1 The subject matter of the licence terms and conditions shall be the use by the person that or legal entity who's representative has accepted these Terms & Conditions (subsequently "User") of the Software specified in **Exhibit 1** (subsequently "Software"), produced by Bosch Sensortec GmbH (subsequently "BST") or distributed by the latter in its own name, including the associated program documentation.
- 1.2 Unless otherwise agreed with the User in individual cases the User shall exclusively receive the Software in the executable file format "exe" for self-installation on his system. The User may download it via the BST Homepage – the online portal for the customers.
- 1.3 The Software and the associated operating instructions shall be protected by copyright. In relation to the User all rights in respect of the Software shall exclusively belong to BST.

## 2. Scope of use

- 2.1 On the basis of these licence terms and conditions User shall receive a non-exclusive, non-transferable right of use in the software for developing reference designs (demonstrator for testing the functionality of hardware and software components during the development phase) containing BST environmental sensor devices and to use the Software in combination with BST environmental sensor devices in products of User. The Software received under this license shall not be used for military applications.
- 2.2 Further on BST hereby grants to User the non-exclusive and non-transferable right to generate and copy compiled object code of the Software and to use and sell compiled object code of the Software worldwide in combination with BST environmental sensor devices in products of User, except any product for military use.

- 2.3 Use shall mean the loading, display, running, transmission and storage of the Software for purposes of its operation and the processing of data sets on the system of the User, on which the Software is installed.
  - 2.4 The User shall be entitled to create a back-up copy of the Software, which must display a copy of the original description (including the note on copyright). The use of the back-up copy shall only be permissible if the original copy of the Software supplied by BST deteriorates or is destroyed. The use of the back-up copy by the User shall also be governed by these licence terms and conditions. In all other respects the User shall not be entitled to copy the Software or the program documentation or parts thereof outside the permitted use without the prior written approval of BST.
  - 2.5 Without the approval of BST the user shall not be entitled to revise, change or otherwise amend the Software, link it to other programs via other interfaces than the ones provided, retranslate (decompile) it, remove, circumvent or change security codes or features used for the identification of the Software or remove from the Software and the program documentation details of the proprietorship, copyrights or other industrial property rights of BST. The provisions of §§ 69 d paragraph 3 and § 69 e UrhG shall not be affected.
  - 2.6 The right of termination of the licence without notice for cause shall be reserved. Cause for a termination without notice by BST shall exist, in particular, if the User culpably violates the provisions of section 2 of these licence terms and conditions in more than a merely immaterial manner. In such a case the user shall not be entitled to a claim for repayment of the amount paid for the provision of the Software and the granting of the licence. BST shall reserve the right to claim additional damages.
  - 2.7 The right of use of the User in respect of the software provided shall terminate on expiry of the licence. The User shall delete all the copies installed on his systems as well as copies of the Software on separate data media and also destroy the operating instructions provided. BST must be informed in writing of the complete deletion or destruction and conclusive proof of this must be provided if requested by BST.
3. Obligations of User
    - 3.1 The User shall not misuse the Software or have it misused in any way. The User shall also not attempt to retrieve information or data without proper authorisation or to have it retrieved by unauthorised third parties or interfere with the software or have it interfered with.

3.2 The User shall promptly inform BST in writing (§ 126 b BGB) of any defects or faults affecting the contractual services and explain the circumstances and the manner in which the defect or fault occurs as well as actively assist BST in ascertaining the cause of the malfunction by supplying relevant documentation (hard copy, etc.) and other documents and data, etc. required by BST for analysing and correcting the defect or fault. If the examination of the User's defect notice by BST shows that BST was not responsible for the defect then BST may reserve the right to charge the cost of the examination of the defect notice to the User. This provision, however, shall not apply if the User applying due care and diligence would not have been able to know that the malfunction was not within the area of responsibility of BST.

3.3 When using the Software and the contractual services the User shall comply with all applicable laws, rules and regulations. The User shall not be permitted to use data or contents, which are illegal or infringe third party industrial property rights or other third party rights.

#### 4. Updates / Upgrades

4.1 BST shall continue to develop the Software at its discretion and provide the User with minor functional improvements as well as corrections as they arise (Updates). The updates shall be provided to the User free of charge as a download or in another suitable format. BST shall always maintain and further develop the current version of the Software. This shall apply in particular to the compatibility of the Software with new sensor technology. The User, therefore, shall be obligated to always use the current version of the Software.

4.2 BST shall reserve the right to remove certain functions – in particular those, which are not or hardly used – from the Software as well as introduce new important functions and upgrades on a chargeable basis.

#### 5. Warranty

5.1 Technical data, specifications and performance details in public communications, in particular in advertising media, shall not constitute quality descriptions. The functionality of the Software shall correspond to the description in the operating instructions and any additional agreements made in this respect.

5.2 Claims for defects shall become statute-barred after twelve months unless the defect has been maliciously kept silent.

- 5.3 Any enforcement of claims for defects shall require that the respective defect is reported in writing within one week of its initial discovery.
- 5.4 BST shall not be liable in cases, in which the User has made changes to the Software, unless such changes did not affect the origin of the defect.
- 5.5 User shall care for and guarantees that the Software shall neither be used nor combined with other software, including but not limited to Open Source Software, in any way that may cause viral effect (due to combination or use of Software together with other software the owner or representative of the owner can claim that for the Software license conditions applicable for the other software would apply as well) to the Software.
- 5.6 User shall indemnify and hold BST harmless from and against any liability, claims, demands and expenses (including attorney fees) resulting from any actual or alleged defect or damages or injuries (including death) related to the Software sold or otherwise distributed by User or failure by User to give appropriate instructions of use or recall defective products containing the Software.

## 6. Liability

- 6.1 In all cases of contractual and non-contractual liability BST shall only be liable subject to the following limitations:
  - a) with the full amount in case of intent and also if a quality characteristic warranted by BST is missing;
  - b) in cases of gross negligence only up to the amount of the foreseeable damage, which was to be prevented by the obligation violated;
  - c) in all other cases: only in case of a violation of a material contractual obligation jeopardising the contractual purpose, but in any case only up to the amount of the foreseeable damage. The liability shall be limited to Euro 100 per claim and to a total maximum amount of Euro 400 in respect of this contract.
- 6.2 The limitations of liability in accordance with clause 6.1 shall not apply to personal injury and claims based on the product liability law.
- 6.3 BST shall be entitled to the defence of contributory fault or negligence.

6.4 Clause 5.2 shall apply accordingly to the limitation period and the statutory period of limitation shall apply to claims in accordance with clause 1 a) and clause 2. The limitation period in accordance with sentence 1 shall begin at the point in time defined in § 199 paragraph 1 BGB. It shall apply at the latest after expiry of the maximum time limits stated in § 199 paragraph 3 and 4 BGB.

## 7. Miscellaneous

7.1 These licence terms and conditions shall also apply to later versions (Updates) and upgrades of the Software made available by BST to the User, unless agreed otherwise when such later versions or upgrades are provided.

7.2 If one or more provisions of these licence terms and conditions or certain clauses are or become invalid or if the terms and conditions suffer from defects in law this shall not affect the remaining provisions. In such a case the parties shall undertake to agree a valid provision coming economically as close as possible to the invalid provision if the parties had known its invalidity or absence.

7.3 There shall be no side agreements to these terms and conditions of use. Changes and amendments of these terms and conditions of use shall be made in writing. This requirement may only be waived in writing.

7.4 These terms and conditions of use and any and all obligations arising therefrom shall be subject to the law of the Federal Republic of Germany, however, excluding the Convention on International Sale of Goods (CISG).

7.5 The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract shall be the place of the registered office of BST. BST, however, shall also be entitled to bring legal proceedings at the general place of jurisdiction of the User.

**Exhibit 1 to the Software License Agreement between Bosch Sensortec  
and User regarding the Bosch Sensortec Environmentalib Software**

The Bosch Sensortec Environmentalib (BSEC) Software consists of the following file(s):

**libalgobsec.<ext>**

**Possible extension names (<ext>) are listed below:**

.a

.lib

.so

.dll

.dylib

.bin

.library

.pyd

.class

.jar

.ldl

.lsl

.olb

.bin

.exe

.emcl