# Software License Agreement for Development Desktop Software

between **Bosch Sensortec GmbH**, Gerhard-Kindler-Strasse 9, 72770 Reutlingen, Germany (hereinafter referred to as the "Licensor") and the recipient (hereinafter referred to as the "Licensee") (hereafter jointly referred to as the “Parties”)

**BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THIS SOFTWARE OR ANY PART THEREOF (AND THE RELATED DOCUMENTATION) FROM BOSCH SENSORTEC GMBH, THE LICENSEE AGREES TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT.**

## Preamble

The Licensee plans to use the Licensor's Software. The Licensor therefore grants the Licensee the right to use the Software on the basis of this Software License Agreement (“Agreement”).

## 1. Definitions

1.1 “Software”: Licensor’s development desktop software as specified in the Development Desktop User Manual, provided by the Licensor for installing on a desktop computer and use for development purposes in connection with Licensor’s engineering boards and sensor devices.

1.2 "Confidential Information" means all information and documents received from the Licensor in connection with this Agreement including but not limited to the Software and the related documentation.

## 2. Subject matter of the Agreement

2.1 The subject matter of this Agreement is the granting of the rights required for the use of the Software in accordance with Section 3.

2.2 The Software is conclusively determined by the license certificate and the documentation.

2.3 Installation and configuration services are not subject of this Agreement but may be agreed between the Parties separately. The Licensee may only install, configure and use the Software according to this Agreement.

## 3. Granting of rights

3.1 Licensor hereby grants to the Licensee the free of charge, non-exclusive, non-transferable and non-sublicensable right to use the Software to the extent granted in this Agreement. The right to use comprises the installation as well as the loading, display and running of the installed Software only in connection with Licensor’s engineering boards and sensor devices for:

- Interfacing to Licensor’s engineering boards and sensor devices
- Real time sensor signal monitoring
- Sensor data acquisition
- Sensor configuration and register access
- Interrupt configuration and monitoring.

3.2 Without the approval of the Licensor the Licensee shall not be entitled to revise, change, reverse-engineer or otherwise amend the Software, link it to other programs, retranslate (decompile) it, remove, circumvent, or change security codes or features used for the identification of the Software or remove from the Software details of the proprietorship, copyrights or other industrial property rights of the Licensor or third parties. The provisions of §§ 69 d paragraph 3 and § 69 e UrhG (German Copyright Act) shall not be affected.

3.3 The Software is developed for the consumer goods industry only. It may not be used in life-sustaining or safety-critical systems. Safety-critical systems are those for which a malfunction is expected to lead to bodily harm, death, or severe property damage. In addition, the Software may not be used directly or indirectly for military purposes (including but not limited to nuclear, chemical, or biological proliferation of weapons or development of missile technology), nuclear power, deep sea, or space applications (including but not limited to satellite technology).

3.4 The Licensee is not entitled to transfer the copy of the Software handed over to him or any backup copy made to third parties. In particular, Licensee is not permitted to sell, lend, rent, or otherwise sublicense the Software or to publicly reproduce or make the Software accessible.

3.5 The Licensee agrees to the terms of use for the Software as follows:

- Under Licensors' intellectual property rights and subject to applicable licensing terms for any third-party software incorporated in the Software and applicable terms of use (as defined here below), the redistribution, reproduction and reverse engineering of the Software or any part thereof are not permitted.
- Neither the name of the Licensor nor the names of other contributors to this Software may be used to endorse or promote products derived from the Software or part thereof without specific written permission.
- The Software or any part thereof, including modifications and/or derivative works of this Software, must be used solely and exclusively on or in combination with engineering boards and sensor devices manufactured by or for the Licensor.
- No use, combination, reproduction or redistribution of this Software partially or totally may be done in any manner that would cause viral effect to the Software.
- Some portion of the Software may contain software subject to Open Source Terms (as defined in Appendix 1) applicable for each such portion ("Open Source Software"), as further specified in the Software. Such Open Source Software is supplied under the applicable Open Source Terms and is not subject to the terms of use of the license hereunder.
- "Open Source Terms" shall mean any open source license which requires as part of distribution of software that the source code of such software is distributed therewith or otherwise made available, or open source license that substantially complies with the Open Source definition specified at www.opensource.org and any other comparable open source license.
- The Software may also include third party software as expressly specified in the software subject to specific license terms from such third parties. Such third-party software is supplied under such specific license terms and is not subject to the terms of use of the license hereunder. By installing copying, downloading, accessing, or otherwise using this software, the Licensee agrees to be bound by such license terms with regard to such third-party software.
- Licensor has no obligation to provide any maintenance, support or updates for the Software.
- The Software is and will remain the exclusive property of the Licensor and its licensors. The Licensee will not take any action that jeopardizes Licensors' and its licensors' proprietary rights or acquire any rights in the Software, except the limited rights specified hereunder.
- The Licensee shall comply with all applicable laws and regulations applicable to the use of the Software or any part thereof including any applicable export control law or regulation.
- Redistribution and use of this Software partially or any part thereof other than as permitted under this license constitutes a breach of this Agreement as well as of Licensor's rights in the Software.

3.6 If the Licensee violates any of the above provisions, all rights of use granted under this Agreement shall immediately become invalid and shall automatically revert to the Licensor. In this case, the Licensee must immediately and completely cease the use of the Software, delete all copies of the Software installed on his systems and delete any backup copy made or hand it over to the Licensor. - The Licensee shall indemnify Licensor from all third-party claims arising from any Software use in breach of the provisions of this Agreement and to reimburse Licensor for all costs in connection with such claims.

## 4. Protection of the Software / audit

4.1 The Licensee is obliged to take appropriate measures to secure the Software against access by unauthorized third parties, in particular to keep all copies of the Software protected against disclosure and unauthorized usage.

4.2 The Licensee shall, at the request of the Licensor, enable the Licensor to check the proper use of the Software, in particular whether the Licensee uses the Software qualitatively and quantitatively within the scope of the licenses under this Agreement. For this purpose, the Licensee shall provide the Licensor with information, grant access to relevant documents and records and enable a review of the hardware and software environment by the Licensor or an auditing firm designated by the Licensor and acceptable to the Licensee. The Licensor may carry out the audit on the Licensee's premises or have it carried out by third parties bound to secrecy.

4.3 The Licensee shall promptly inform the Licensor in writing of any defects or faults of the Software affecting the permitted use of the Software under this Agreement and explain the circumstances and the manner in which the defect or fault occurs as well as actively assist the Licensor in ascertaining the cause of the malfunction by supplying relevant documentation (hard copy, etc.) and other documents and data, etc. required by the Licensor for analysing and correcting the defect or fault.

## 5. Term and Termination

5.1 This Agreement shall become effective upon acceptance by both Parties (“Effective Date”). The term of this Agreement is five (5) years. Each Party may terminate this Agreement any time with a written notice period of 4 weeks.

5.2 Should any of the Parties fail to meet its contractual obligations under this Agreement and should a corresponding request or reminder (to be made by registered letter, receipt requested) of the other Party remain fruitless for a period of thirty (30) days then the requesting Party shall, without thereby prejudicing any other rights, be entitled to terminate this Agreement by registered letter, receipt requested, without notice period at any time.

5.3 The right of termination of this Agreement without notice for cause shall be reserved. Cause for a termination without notice by a Party shall exist if facts are present on the basis of which such Party cannot reasonably be expected to continue this Agreement taking all circumstances of the individual case into account and weighing the interests of both Parties. For Licensor such cause shall in particular exist, if the Licensee culpably violates the provisions of this Agreement or if Licensor is not entitled to sublicense third party software components being part of the Software anymore. In such case of a termination by Licensor for cause the Licensee shall not be entitled to a claim for damages and Licensor reserves the right to claim additional damages.

5.4 In the event of termination, Licensee must cease the use of the Software and remove all installed copies of the Software from his computers as well as immediately return or delete any backup copies made to the licensor at the licensor's discretion. Upon Licensor’s request Licensee shall provide a duly executed written confirmation of such removal and deletion.

## 6. Warranty, Liability

6.1 Licensor does not assume warranty for material defects and/or defects in title, except in cases in which the Licensor fraudulently concealed the respective material defect and/or defect in title.

6.2 The liability of Licensor shall be limited to contract-typical damages foreseeable at the time this Agreement was concluded. The foreseeable damage shall be limited to Euro 100.00 (one hundred Euro) per claim and to a total maximum amount of Euro 400.00 (four hundred Euro) in respect of this Agreement. Any additional liability shall be excluded. The limitation and exclusion of liability shall not apply in case of gross negligence or intent and in case of a liability according to the German Product Liability Act as well as for injury to life, body and health.

6.3 The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Licensor in the performance of its obligations and to the personal liability of employees, representatives, and corporate bodies of Licensor.

## 7. Export control

7.1 Licensee shall not export, directly or indirectly, the Software to any country, person, or entity which the US Government, at the time of export, requires an export license or other governmental approval without first obtaining such license or approval, provided that the application of U.S. law does not contradict respective applicable national law. Licensee shall first obtain the written consent of Licensor prior to submitting any request for authority to export the Software. For the purposes of this Agreement, export occurs when the Software is transferred from one country to another by any means, including but not limited to physical shipments, FTP file transfers, e-mails, faxes, oral transfers or remote server access and an export may also occur when the Software is transferred to or accessed by a person who is neither a citizen nor permanent resident of the country in which such transfer or access is taking place.

7.2 Should it transpire prior to delivery that fulfilment of the Agreement on the part of Licensor is obstructed on account of national or international (re-)export control provisions, in particular embargos or other sanctions, Licensor shall be entitled to withdraw from the Agreement. Delays due to export inspections or licensing procedures shall be deemed to obstruct observance of the delivery deadline unless Licensor is responsible for these delays. In case of continuing obligations Licensor shall be entitled to terminate the Agreement without notice if these obstructions occur during execution of the Agreement. In the case of termination as per this article, Licensee shall not be entitled to claim for damages or assert other claims in relation to the termination.

7.3 Licensee undertakes to furnish all information and documentation that is required for delivery purposes for the export or shipment of the Software to be delivered under the Agreement and which originate from within the Licensee's sphere.

7.4 Where Licensee passes on, transfers, or otherwise assigns the Software to be delivered by Licensor under this Agreement to third parties in Germany or abroad, Licensee must observe the applicable provisions of customs and (re-) export control law and obtain the authorizations and licenses required for this purpose.

7.5 This Agreement shall not apply if and as far as it now or in future violates mandatory law applicable for Licensee and/or Licensor, in particular foreign trade/export control law, e.g. the EU Directive 833/2014 (consolidated version as of October 1, 2023 available here: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014R0833-20231001#M25-1 ). In case according to foreign

trade/export control law Licensor is obliged to prevent that Licensee provides Software to specific persons or legal entities or exports Software to specific countries, Licensee shall comply with a respective order by Licensor. Currently, according to EU Directive 833/2014 Licensee shall not export the Software to Russia. Furthermore, if and to the extent that rights of use are granted or transferred under this Agreement, this shall in any event not apply to any Russian and/or Belarusian intellectual property right or trade secret protected in said states.

## 8. Miscellaneous

8.1 Amendments and additions to the Agreement must be made in writing (incl. digitally signed documents). This also applies to the amendment or termination of this Agreement.

8.2 Terms and conditions of the Licensee or of third parties that deviate from or conflict with this Agreement, will not apply, even if Licensor does not expressly contradict these terms and conditions of the Licensee.

8.3 This Agreement shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

8.4 The place of performance is Reutlingen. The exclusive place of jurisdiction is Stuttgart.

8.5 Should individual provisions of this Agreement be invalid, this shall not affect the validity of the remaining provisions. The Parties shall endeavour to replace the invalid provision with a provision that most closely meets the legal and economic objective of the Agreement.

## Appendix 1

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