

License Terms and Conditions for the use of Bosch Sensortec GmbH,
Reutlingen, BSXlite Software
(hereinafter: "Terms and Conditions")
Status: July 2021

1. Scope

- 1.1 The subject matter of these Terms and Conditions is the use of the Software specified in **Exhibit 1** (subsequently "Software") by the person or legal entity who has accepted these Terms and Conditions by itself or by a representative (subsequently "User").
- 1.2 The Software consists of software components from Bosch Sensortec GmbH (subsequently "BST"). User undertakes to comply with the provisions of these Terms and Conditions.
- 1.3 Unless otherwise agreed with the User in individual cases the User shall exclusively receive the Software in binary form in the compressed archive file format "zip" for extraction and self-installation on his system. The User may download the Software via the BST Homepage – the online portal for the customers.
- 1.4 The Software and the associated operating instructions or other documentation made available by BST are protected by copyright. BST reserves all rights in the Software and operating instructions except as expressly stated otherwise in these license terms and conditions.

2. Scope of use

- 2.1 BST hereby grants to User the non-exclusive, non-transferable and non-sub-licensable right to generate and copy compiled object code of the Software and to use and sell compiled object code of the Software in compliance with the provisions of these Terms and Conditions worldwide always only in combination with BST 3-axis gyroscope and accelerometer sensor devices in products of User provided that such use is in compliance with the further provisions of these Terms and Conditions including operating instructions or other documentation made available by BST.

- 2.2 BST further grants to User a non-exclusive, non-transferable, non-sublicensable right of use in the Software solely for developing reference designs (demonstrator for testing the functionality of hardware and software components during the development phase) which contain BST 3-axis gyroscope and accelerometer sensor devices provided that such use is in compliance with the further provisions of these Terms and Conditions including operating instructions or other documentation made available by BST.
- 2.3 The Software has been developed for certain BST 3-axis gyroscope and accelerometer sensor devices and may not be used in connection with other BST sensor devices or devices from other manufacturers.
- 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 license Terms and Conditions. In all other respects the User shall not be entitled to copy the Software 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, reverse engineer, change 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 BST or third parties. The provisions of §§ 69 d paragraph 3 and § 69 e UrhG (German Copyright Act) shall not be affected.
- 2.6 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). It is User's sole responsibility to examine whether the Software fits for the intended use.
- 2.7 The User shall indemnify BST from all third party claims arising from any Software use in breach of the provisions of these Terms and Conditions including

operating instructions or other documentation made available by BST and to reimburse BST for all costs in connection with such claims.

- 2.8 This agreement shall have a term of 10 years.
- 2.9 The right of termination of these license Terms and Conditions 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 to the contract. For BST such cause shall in particular exist, if the User culpably violates the provisions of these license Terms and Conditions. In such case of a termination by BST for cause the User shall not be entitled to a claim for damages and BST reserves the right to claim additional damages.
- 2.10 The right of use of the User in respect of the Software provided shall terminate upon expiration or termination of the license. 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 as well as cease from any further use of the Software. 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. The User shall not provide the Software or the operating instructions or other documentation made available by BST nor disclose any information about the Software to any third party except as expressly permitted in these license Terms and Conditions.
- 3.2 The User shall promptly inform BST in writing (§ 126 b BGB) of any defects or faults of the Software 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.
- 3.3 When using the Software 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 may continue to develop the Software at its sole discretion and provide the User with minor functional improvements as well as corrections as they arise (Updates). The Updates may be provided to the User free of charge as a download or in another suitable format. BST will only maintain and further develop the current version of the Software. User shall always use the current version of the Software and shall check BST's website for updates on a regular basis.

4.2 BST reserves the right to remove certain functions from the Software.

5. Warranty

5.1 The functionality of the Software shall correspond to the description in the operating instructions and any additional agreements made in this respect.

5.2 The warranty period is twelve months following the first download of the Software.

5.3 BST shall not be responsible for defects, if the User has made changes to the Software, unless such changes did not lead to the defect.

5.4 BST is entitled to correct defects inter alia by providing work-arounds, acquire third party licenses or providing alternative software.

5.5 User shall care for and warrants 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 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.

5.7 If the examination of a warranty notice by the User shows that BST was not responsible for the defect then BST may reserve the right to charge the cost of the examination of the warranty 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.

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, gross negligence and also if a characteristic of the Software guaranteed by BST is missing;
- b) in case of a negligent violation of a material contractual obligation jeopardising the contractual purpose, up to the amount of contract-typical damages foreseeable at the time the contract was concluded. The foreseeable damage shall be limited to Euro 100 per claim and to a total maximum amount of Euro 400 in respect of this contract.
- c) in all other cases of a negligent violation of a contractual obligation, liability shall be excluded.

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 The limitation period for claims according to section 6.1. b) shall be 12 months.

7. Export Control

7.1 User is aware that the use of the Software may be subject to import/export restrictions. In particular there may be approval requirements, or use of the Software and related technologies may be subject to restrictions/limitations in foreign countries.

7.2 User shall comply with any applicable national and international import/export control regulations, in particular of the Federal Republic of Germany, the European Union and the United States of America.

7.3 BST's fulfillment of these Terms & Conditions is subject to such fulfillment not being opposed by impediments due to national or international import/export regulations or by any other statutory provisions.

8. Miscellaneous

- 8.1 These license Terms and Conditions shall also apply to Updates and upgrades of the Software made available by BST to the User, unless agreed otherwise when such Updates or upgrades are provided.
- 8.2 If one or more provisions of these license 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.
- 8.3 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.
- 8.4 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 conflict of law provisions and the Convention on International Sale of Goods (CISG).
- 8.5 The exclusive place of jurisdiction for all legal disputes with Users which are merchants, legal persons under public law, or special assets (Sondervermögen) under public law 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 BST and User regarding
the Software**

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

- o bsxlite_integration_example.c
- o file_operations.c
- o file_operations.h
- o shortLog_bsxlite.txt
- o libalgobsx.lib
- o memory_footprint.txt
- o bsxlite_interface.h