

License Terms and Conditions for the use of Bosch Sensortec's BMV080
Software (here BMV080 SDK)
(hereinafter: "Terms and Conditions")
Status: February 2025

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"). The Software is developed for business Users only. It may not be used by private customers.
- 1.2 The Software consists of software components from Bosch Sensortec GmbH (subsequently "BST") as well as open source software and third party software under royalty free licenses (hereinafter referred to as "FOSS" see Section 7).
- 1.3 Unless otherwise agreed with the User in individual cases and except for Open Source Software the User shall exclusively receive the Software in the executable file format or library file format for target system for usage 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 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 use the Software to generate code and to use and sell such code in compliance with the provisions of these Terms and Conditions worldwide always only in combination with BST BMV080 sensor devices in products of User provided that such use is in compliance with the further provisions of these Terms and Conditions.

- 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 BMV080 sensor devices provided that such use is in compliance with the further provisions of these Terms and Conditions.
- 2.3 The Software has been developed for the BST BMV080 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, 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 air or space applications (including but not limited to satellite technology) or supercomputers. If the User would like to use Software in supercomputers, the User is obligated to get written permissions from BST.
- 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 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 or if BST is not entitled to sublicense third party software components being part of the Software anymore. 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 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 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 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.

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 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 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. Open Source Software and Third Party Software License

7.1 The Software includes FOSS as indicated in Exhibit 2.

7.2 Such FOSS in the Software is subject to FOSS license agreements ("FOSS-Licenses"), with priority over any conflicting license terms of this Agreement in relation to FOSS. Pursuant to these FOSS-Licenses, BST has to pass on to User the terms and conditions of the FOSS-Licenses and User has to comply with these terms and conditions and fulfill respective obligations when using the FOSS in another way than merely installing and running it internally on User's machines, e.g. through further disposal of the Software, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to User, and in the event of User passing on a copy of the Software to another party, the terms and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (in some cases, the FOSS-License provides a direct license

from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, BST itself can neither grant nor obtain these rights for User. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or will be made available by BST upon your request.

- 7.3 User has to either expressly, or implied by amendment or adaptation of the FOSS, accept and take responsibility of the compliance with the applicable FOSS-Licenses. Further, User has to agree that Updates or new versions of the Software may contain different or additional FOSS or changes in the FOSS-Licenses. BST will notify User of this fact and possibly additional or modified FOSS-Licenses upon delivery of the Updates.
- 7.4 The FOSS is provided without royalty or monetary compensation.
- 7.5 Unless expressly stated otherwise in this Agreement, this Agreement does not include any service or support by BST to User regarding the fulfillment of User's obligations resulting from FOSS-Licenses; any such service or support requires a separate agreement specifying such service or support and providing for a reasonable fee.

8. Export Control

8.1 Definitions

In the following sections, the following terms shall have the meaning defined below:

“Embargoed Items” are all Items listed in the Annexes to Regulation (EU) No. 833/2014, Regulation (EU) No. 765/2006 and/or Annex I to Regulation (EU) No. 2021/821, in each case, as amended from time to time. Excluded are those Items for which only the purchase, import or transfer into the European Union is prohibited.

“Export Control Regulations” means all worldwide export control, embargo and sanctions regulations applicable to this agreement and its subject matter, in each case as amended from time to time.

“Items” are all items, software and technology.

“Military Items” are Items that are listed in the Common Military List of the European Union and/or Annex 1 (Export List – Ausfuhrliste) of the German Foreign Trade and

Payments Ordinance (Außenwirtschaftsgesetz), in each case as amended from time to time.

8.2 Compliance with Export Control Regulations; liability

a) Compliance with Export Control Regulations

The parties shall comply with all Export Control Regulations applicable to this agreement and its subject matter.

b) Consequences of the impossibility of continuing the agreement unchanged

Each Party shall be entitled to refuse to fulfill the agreement if Export Control Regulations render its performance impossible or prohibit it.

c) Limitation of liability for damages due to compliance with Export Control Regulations

Neither Party shall be liable to the other Party for any damages incurred by the other Party due to compliance with Export Control Regulations, including damages due to delays in complying with permit requirements and the refusal of necessary permits. This shall not apply if and to the extent that such damages are based on intentional or negligent acts of the respective Party or its vicarious agents, namely the intentional or negligent failure to obtain a required permit or the improper conduct of permit procedures.

8.3 Regulations on non-proliferation and embargoes

d) Restriction of the use of the Software

The User undertakes

- aa) not to use the Software in connection with (i) the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, (ii) the development, production, maintenance or storage of missiles for such weapons, or (iii) the development, production or maintenance of Military Items;
- bb) not to use the Software directly or indirectly (i) in Russia or in Belarus in connection with Embargoed Items, including for their provision, manufacture, maintenance or use of Embargoed Items for

or in Russia or Belarus, and/or (ii) to grant licenses to Software to any natural or legal person, entity or body in Russia or Belarus;

- cc) not to re-export the Software to Russia or Belarus and not to re-export it to any other country for use in Russia or Belarus; and
- dd) not to use the Software in connection with Embargoed Items, that are intended for sale, supply, transfer or export to Russia or Belarus, or for use in Russia or Belarus. This also applies if the Embargoed Items are only indirectly intended for this purpose, e.g. in the case of a sale or delivery to Russia or Belarus via third parties.

e) Passing on the restrictions on use

Insofar as the User is entitled to grant sub-Licenses, the User shall impose contractual prohibitions corresponding to section 8.3 a) and obligations corresponding to this section 8.3 b) on its sublicensees and/or third parties and shall enforce these in an appropriate and effective manner. The User shall take such measures as are necessary to enable it to enforce these corresponding contractual prohibitions against third parties.

- f) Termination: If the User violates the above provisions of sections 8.3 a) or 8.3 b), BST shall have the right to terminate this agreement with immediate effect.
- g) Duty to inform: The User shall inform BST immediately of any violations or issues that arise in the application of this section 8.3, including any actions by third parties that could jeopardise or frustrate the purpose of this section 8.3. The User shall inform BST at any time without undue delay about its compliance with its obligations under this section 8.3 and shall provide information that verifies the plausibility of such compliance, but in any event no later than two weeks after being requested to do so.

8.4 Restriction of the rights of use

The license granted under this agreement are granted only to the extent and within the territorial scope permitted by Export Control Regulations. If a change in Export Control Regulations results in a license granted under this agreement becoming impermissible, such license shall automatically become temporarily ineffective to the extent and as long as it is impermissible under the applicable Export Control Regulation. In such case, the User shall immediately cease using the affected Software, including materials or information.

8.5 Priority over other provisions of this agreement

The provisions of this section 8 shall take precedence over the other provisions of this agreement in the event of contradictions.

9. Miscellaneous

- 9.1 These license 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.
- 9.2 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.
- 9.3 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.
- 9.4 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).
- 9.5 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 BMV080 SDK software package consists of following files:

- lib_bmv080 <ext>
- lib_postProcessor <ext>
- bmv080 <ext>
- postProcessor <ext>
- bmv080_defs <ext>
- bmv080_example <ext>

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

.a
.lib
.so
.dll
.h
.c

Exhibit 2 FOSS Licenses and Third-Party Licenses

The FOSS Licenses and Third-Party Licenses are available below or under the link: [link to exhibit2.pdf](#)