



**Bosch IoT Suite**

Terms & Conditions for Bosch IoT  
Edge evaluation

# License Terms for the provision of free Software for test purposes

Find the German language version of this document [here](#).

*As of June 16, 2021*

These License Terms apply to the free provision of Software by Bosch.IO GmbH, Ullsteinstr. 128, 12109 Berlin, Germany (hereinafter: “**Bosch**”) for use by **Customer** (Customer and Bosch hereinafter collectively referred to as “Parties”).

## 1. Area of Application

1.1. Bosch provides the Software to Customer solely on the basis of these License Terms, which are part of the Contract. “**Contract**” means the agreement between Bosch and the Customer regarding the provision of the Software (e.g. an offer, an order form or an online order).

1.2. Terms and conditions of Customer or of third parties that deviate from or conflict with these License Terms, will not apply, even if Bosch does not expressly contradict these terms and conditions of the Customer.

1.3. Individual agreements entered into with the Customer on a case by case basis (including ancillary agreements, supplements and amendments) will in any event take precedence over these License Terms.

## 2. Subject Matter of these License Terms

2.1. The subject matter of these License Terms is the granting of rights of use to Bosch’s software (hereinafter referred to as “Software”), as described in more detail in the Contract or an Annex thereto (e.g. a service description). The Software consists of the executable program code and any related documentation in electronic form.

2.2. Unless otherwise stipulated in Section 2.3 or in a separate written agreement, Bosch has no obligation to disclose the source code of the Software.

2.3. The Software may contain Free and Open Source Software (“**FOSS**”). The FOSS in the Software is subject to FOSS license agreements (“**FOSS-Licenses**”). Pursuant to these FOSS-Licenses, Bosch has to pass on to Customer their terms and conditions and Customer 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 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 Customer, and in the event of Customer 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/Bosch of the FOSS to the third party). For many FOSS-Licenses,

Bosch itself can neither grant nor obtain these rights for Customer. The Customer shall be provided with an up-to-date list of FOSS components contained in the Software and the applicable FOSS-Licenses upon delivery of the Software.

2.4. In the event software products from third-party providers, which are not covered by Section 2.3, are also supplied to Customer with the Software, such software products shall only be used exclusively in conjunction with the Software.

2.5. Bosch, in its sole discretion, is entitled to technically secure the Software against unauthorized usage, e.g. by blocking programs. The Customer must not remove or circumvent such protective measures. To activate the Software following installation and when changes are made to the Software and hardware environment, it may be necessary to apply for a license key.

### 3. Provision of Software

The delivery of the Software and transfer of risk shall be effected by providing the Software as a download and conveying the information required for the download.

### 4. Usage Rights

4.1. By entering into these License Terms, Bosch grants to the Customer the unlimited and nonexclusive right to use the Software for test purposes only.

4.2. Permissible usage comprises the installation of the Software, loading it onto a computer's internal memory, display and execution of the Software and use by the Customer for its intended purpose. The Software must be used only for the contractually agreed purposes and only in compliance with the specifications in the documentation. The Software may be used for test purposes only and is not intended for any resale, production, productive use, or any other commercial use.

4.3. Reproductions of the Software are only permitted insofar as this is necessary for the intended use. The Customer is entitled to make the required amount of backup copies of the Software in accordance with standard industry practice. Backup copies on portable data storage media should be marked as such and furnished with the copyright notice of the original data storage medium. The use of the backup copy is only permitted if the copy of the Software originally provided by Bosch has deteriorated or perished. The Customer is also subject to these License Terms in respect of the use of the backup copy.

4.4. The Customer is not entitled to sub-license the Software without the prior written approval of Bosch.

4.5. Customer shall not edit, change, reverse engineer, decompile or disassemble the source code of the Software or parts thereof, or extract the source code in any other way or make any derivative works of the Software. The mandatory, inalienable provisions of Section 69d and Section 69e German Copyright Act remain unaffected by this, however.

4.6. The foregoing restrictions shall also apply to all updates/upgrades and program supplements for the Software that Bosch makes available for Customer via download, except to the extent such updates/upgrades and program supplements are subject to a separate written agreement between the Parties.

4.7. Bosch shall retain all other rights to the Software that have not been explicitly conceded, in particular the right to make amendments to the Software, to market and sell

the Software, and/or to use the Software for purposes other than those in pursuit of the Customer's own business activities; Bosch shall also retain all rights to the brand, the trade secrets, and other intellectual property of the Software.

## 5. Cooperation Obligations

5.1. When using the Software Customer must comply with the duty of care necessary for use and examine the results generated by the Software to an appropriate extent prior to the use thereof.

5.2. Furthermore, Customer is obliged to back-up its data on a regular basis in order to ensure that the data can be recovered in the event of loss.

## 6. Warranty, Liability

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

6.2. Bosch does not assume any liability for damages resulting from the use of the Software, except in case of gross negligence or intent. The liability according to the German Product Liability Act remains unaffected.

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

## 7. Export Control

7.1. Customer 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. Customer 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. Bosch's fulfillment of the Contract is subject to such fulfillment not being opposed by impediments due to national or international import/export regulations or by any other statutory provisions.

7.4. The Software shall not be utilized for military purposes or for nuclear technology purposes.

## 8. Data Protection

The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof to data privacy, except to the extent that they are already under a general obligation to act accordingly.

## 9. Confidentiality

9.1. The Parties shall observe the confidentiality of all business and technical information which is to be treated as confidential and obtained in the context of this contractual relationship, or shall, respectively, only use it in relation to third parties, for whatever purpose, subject to the prior written agreement of the other Party. Information to be treated as confidential includes information explicitly marked as confidential by the Party communicating the information and information which by its nature has to be considered as confidential.

9.2. The obligations under Section 9.1 shall not apply to such information or parts thereof for which the receiving Party proves that it

- a.) was known to that Party or generally accessible prior to the date of receipt or became known from a third Party after the date of receipt in a lawful manner and without any confidentiality obligation; or
- b.) was already known to the general public or was generally accessible prior to the date of receipt; or
- c.) became known to the general public or became generally accessible after the date of receipt without the party receiving the information being responsible for this; or
- d.) has waived its right to confidentiality with respect to such information or parts thereof by means of a written declaration to the receiving Party.

9.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer does not have the right to appear as the representative or commercial partner of Provider. Without the prior consent of Provider, Customer is not entitled to use information on envisaged or existing contractual cooperation for reference or marketing purposes.

9.4. The rights and obligations under Section 9 shall survive termination of the Contract for as long as there is no evidence of an exception under Section 9.2.

## 10. Miscellaneous

10.1. The contractual relationship shall be governed by the substantive law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2. These License Terms shall take precedence over the provisions of the Contract, including its Annexes, unless the Contract expressly deviates from these License Terms. In the event of any conflict between the Contract and its annexes, the provisions of the Contract shall prevail over those of the annexes (with the exception of these License Terms).

10.3. Any statements or notifications to be made by Customer to Bosch after Customer's acceptance of these License Terms (e.g. setting of time limits, notification of defects) require text form in order to be effective.

10.4. Should one or more provisions of these License Terms be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

10.5. Stuttgart, Germany, shall be the exclusive place of jurisdiction.

**Bosch.IO GmbH**



# Bosch IoT Suite

<https://bosch-iot-suite.com/>  
<https://www.bosch-digital.com/>

## Imprint

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