

## **End User License Agreement for the use of the XDK SDK**

### **1. Object of the License**

The cross Domain Development Kit (XDK) is an all-in-one prototyping platform. The integrated development environment "XDK Workbench" is comprised of the XDK software development kit (SDK) and a number of 3<sup>rd</sup> party components and thereby allows the creation of applications. The XDK SDK enables users to start building their projects with the XDK right away.

- 1.1 The object of the license shall be the Cross-Domain Development Kit Software Developer Kit ("XDK SDK") developed and produced by Bosch Connected Devices and Solutions GmbH ("BOSCH"), plus the program documentation, supplied to the customer on the basis of this XDK SDK End User License Agreement ("XDK EULA") and the XDK Agreement for an unlimited period of time ("Perpetual License").
- 1.2 Unless otherwise provided in the program documentation, the customer will receive the XDK SDK in object code format and partially also as source code format via download from the Internet for installation by the customer on the customer's system.
- 1.3 The XDK SDK and the program documentation supplied with the same are protected by copyright. In relation to the customer, all rights to the XDK SDK shall be due exclusively to BOSCH or the respective manufacturers.

### **2. Rights of Use, Limitations**

- 2.1 The customer receives free of charge a non-exclusive, non-sublicensable right to use the XDK SDK for an indefinite period in accordance with the purposes set forth in this EULA. Use shall mean the loading, displaying, running, transferring, and storing of the XDK SDK for purposes of developing and prototyping an application or project for the Internet of Things that will be used in connection with, or will interface solely with the XDK HW. Without the prior written consent of BOSCH the customer is not allowed to use the XDK SDK as part of its products and resell or rent it to its end users or to use the XDK SDK as or to develop a cryptography library, SSL library, or an embeddable SSH client

- 2.2 The customer is entitled to make a backup copy of the XDK SDK, which must be identified with a copy of the original label (including the copyright reference). The backup copy may be used only in the event of an impairment or loss of the original copy of the XDK SDK provided by BOSCH. With regard to the use of the backup copy, the customer is likewise subject to these EULA. Additionally, the customer is not entitled to reproduce the XDK SDK or the program documentation, or any parts thereof, beyond the permissible use according to this section without the prior written consent of BOSCH.
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- 2.4 Without the prior written consent of BOSCH and unless BOSCH provides the customer with the source code, the customer shall not be entitled to adjust, modify, or otherwise amend the XDK SDK, to connect the XDK SDK to other programs in a manner other than via the interfaces provided for this purpose, to decompile it to another display format, to remove, circumvent, or modify security codes, if any, or features serving the identification of the XDK SDK, or to remove information, as contained in the XDK SDK and program documentation, about the authorship, copyrights, or other property rights of BOSCH. The provisions of §§ 69 d para. 3 and 69 e UrhG (German Copyright Act) shall remain unaffected.
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### **3. Updates / Upgrades**

- 3.1 BOSCH will continually enhance the XDK SDK at its own discretion. In doing so, BOSCH may provide small new features and bug fixes (updates). The updates will be provided to the customer free of charge via download or otherwise.

- 3.2 BOSCH expressly reserves the right to offer major new features, extensions, and improved compatibility (upgrades) with costs.

#### **4. Third Party Software**

- 4.1 The XDK SDK may include software which is manufactured or controlled and provided by third parties ("Third Party Software"). Such Third Party Software is subject to the terms and conditions set forth in the Appendix "Third Party Software."
- 4.2 The customer agrees to acknowledge and comply with this third party licensing obligations and/or notices in connection with the use of the XDK SDK and the included Third Party Software.

#### **5. Term of the License**

- 5.1 The license shall commence with the download of the XDK SDK and shall be granted for an unlimited period of time (perpetual license). In the event, of a breach of third party rights or in the event of the discontinuance of the Software, Bosch has the right to terminate the license with 3 months prior notice.
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#### **6. Warranty, Limitation of Liability**

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## **7. Other Provisions**

- 7.1 This EULA shall also apply to later versions (Updates) and extensions (Upgrades) of the XDK SDK that BOSCH supplies to the customer unless otherwise agreed at the time of the supply of the respective later version or extension.
- 7.2 This EULA shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without regard to the UN Convention on the International Sale of Goods (CISG).
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- 7.4 Amendments and additions to this EULA, including amendments to or a waiver of this written form requirement, shall be made in writing.
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## **3rd Party SDK Components**

### **BST Sensor Drivers**

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FatFs - FAT file system module R0.09 (C)ChaN, 2011

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## **3rd Party Components bundled with or included in XDK Workbench**

### **Eclipse**

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### **GCC Compiler**

See: <http://www.gnu.org/licenses/gcc-exception.html>

### **MinGW / MSys**

See <http://www.mingw.org/license>

### **NewLib**

See: <https://sourceware.org/newlib/COPYING.NEWLIB>

### **Java Runtime Environment**

See <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>

### **Java Native Access**

See <https://github.com/twall/jna#license>

### **PureJavaComm**

See <http://www.sparetimelabs.com/purejavacomm/purejavacomm.php>

### **RXTX**

See <https://github.com/rxtx/rxtx/blob/development/COPYING>

## Eclipse Embedded Systems Register View

See <http://www.gnu.org/licenses/gpl-3.0.en.html>

## JChart2D

See <http://www.gnu.org/copyleft/lesser.txt>

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Apache License  
Version 2.0, January 2004  
http://www.apache.org/licenses/
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Apache XML Graphics Commons is an optional library that will allow you to print charts to encapsulated postscript files (eps) if the corresponding jar file (object code) is included in the java class path.  
The source code may be downloaded at http://xml-graphics.apache.org/commons/download.html
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The license file of it is in this distribution: LICENSE-apache-xml-graphics-commons  
The NOTICE file is in this distribution: NOTICE-apache-apache-xml-graphics-commons

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GNU GENERAL PUBLIC LICENSE  
http://www.gnu.org/licenses/gpl.html  
(with classpath exception:http://www.gnu.org/software/classpath/license.html)
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Jide common layer (http://www.jidesoft.com/products/oss.htm) is an optional library that adds a range slider for axes to jchart2d if the corresponding jar file (object code) is included in the java class path. The source may be downloaded at https://jide-oss.dev.java.net/servlets/ProjectDocumentList
```

## **JNativeHook**

See <https://github.com/kwhat/jnativehook/blob/master/COPYING.md>

## **GlueGen**

See <http://jogamp.org/git/?p=gluegen.git;a=blob;f=LICENSE.txt>

## **JOGL**

See <http://jogamp.org/git/?p=jogl.git;a=blob;f=LICENSE.txt>

## **Segger J-Link GDB Server**

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(a) This agreement constitutes the entire agreement between the parties concerning the subject matter hereof.

(b) This agreement may be changed only by an amendment in writing, signed by both parties.

(c) If any provision in this agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this agreement if no such modification is possible, and other provisions of this agreement shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the Federal Republic of Germany.

(e) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

(f) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

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## **Disclaimer for BCDS Cross-Domain Development Kit (XDK)**

### **Important Notice**

XDK is a development Kit made up of various sensors, a programmable  $\mu$ C, Battery as well as Bluetooth and WLAN communication. It enables users to rapidly prototype an application/project for the Internet of Things. XDK itself is not designed for mass production, however it is built in such a way that Bosch Connected Devices and Solutions (BCDS) can industrialize derivations thereof for a specific user application.

**XDK is only allowed for EVALUATION and PROTOTYPING only. It is not intended for continuous operation.**

XDK housing is not to be opened or tampered with. A breakout board has been provided with delivery so that the user can access the extension bus of XDK without opening the housing.

XDK is not to be used for environmental conditions for that it was not designed, for more details please read the corresponding section in the technical handbook.

Manufacturing of XDK or derivations, adaptations thereof may only be done by BCDS. This includes any device which has any function or feature that is in any way similar to that of the XDK hardware or software.

XDK is not intended to represent a final design recommendation for any particular application. Final device in an application has to be designed, tested and validated as per customer's own defined series production process (e.g. proper circuit board design and layout, heat-sink, proper supply concept etc.).

The XDK provided may not be complete in terms of required design, marketing, and or manufacturing related protective considerations, including product safety measures typically found in the end product incorporating the sensor device. BCDS gives no warranty, representation or guarantee regarding the suitability of its items or sensor device for any particular purpose, nor does Bosch assume any liability arising out of the application or use of any item or circuit, and specifically disclaims any and all warranty and liability, including without limitation consequential or incidental damages. Furthermore, Bosch assumes no responsibility for the consequences of use of such hardware and software or information or for any infringement of patents or other rights of third parties which may result from its use. No license is granted by implication or otherwise under any patent or patent rights of Bosch or others.

In order to minimize risks associated with the customer's applications, adequate design and operating

safeguards must be provided by the customer to minimize inherent or procedural hazards.

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