

Additional Purchasing Terms and Conditions for Products regarding Open Source Software
of Robert Bosch GmbH and its affiliated companies (hereinafter referred to as: "**Bosch**")

1. Scope

- a) These terms apply to business-to-business transactions with regard to the acquisition/licensing of software and hardware with integrated software (= embedded software), in any code form (e.g. source code, object code, executable...) including updates ("**Contract Products**"). These terms apply in particular when you ("**Supplier**") are:
- licensing software and/or technology to Bosch that includes FOSS Components;
 - designing software and/or technology for Bosch that will include FOSS Components;
 - selling and/or otherwise providing to Bosch a hardware product that has FOSS Components (1) bundled with it; (2) installed on it (e.g. incorporated into firmware as part of the product); or (3) distributed separately, but intended to be used with the product;
 - providing Bosch with FOSS Components in conjunction with services for Bosch or its partners or customers;
- b) These terms exclude deviating general terms & conditions used by the Supplier, even if Bosch accepts Contract Products with knowledge of such Supplier's general terms & conditions.

2. Definitions

- a) "**Open Source Software**" or "**Free and Open Source Software**" or "**FOSS**" or "**FOSS Component**" in this document designates software
- (1) under a license agreement, which
- is approved by the Open Source Initiative and/or Free Software Foundation and listed on either's website; and/or
 - allows distribution or provision of access to the software only, if material and/or information (e.g. license texts, copyright/author notices, source code or written offer for the same, makefiles, scripts, other software...) or links to material and/or information ("**Additional FOSS Material**") are provided along with the software or are otherwise disclosed ("**FOSS License**"); or
- (2) which is (allegedly) free software, dedicated to the public domain or otherwise gratis ("**Free Software**").
- b) "**Copyleft Terms**" designate a FOSS License which requires modifications or derivative works of the FOSS Component to be under the terms of such FOSS License, such as the GNU General Public License version 2 and Mozilla Public License version 1.1 and others.

3. Agreement about FOSS, Copyleft Terms, Obligations of the Supplier

- a) FOSS may only be included in the Contract Products, if explicitly agreed between the parties in writing (incl. fax, e-mail) and to the extent listed in an ANNEX FOSS signed by Bosch. In addition, Software under Copyleft Terms may only be part of the Contract Products, if specifically agreed between the parties in writing (incl. fax, e-mail). In case the Supplier intends to add, update or modify FOSS Components and/or FOSS Licenses in the Contract Products, it will ask for Bosch's written prior approval to the intended changes on an updated ANNEX FOSS, which Bosch shall not withhold unreasonably – in doubt, Bosch decides.
- b) The **ANNEX FOSS** shall contain the following information on FOSS Components included in the Contract Products or relevant to the use thereof: (1) FOSS Component name, version number and URL of origin, (2) name and version number of the FOSS License/indication if "Free Software" respectively applicable.
- c) The Supplier will fully comply with all obligations associated in any way with any FOSS included in the Contract Products (including e.g. FOSS Licenses and copyright law) ("**FOSS Obligations**") and especially will provide all **Additional FOSS Material** and especially the following material and information in a common file format (which Bosch may specify) for each development state and final state for each copy of the Contract Product or its software with each delivery or upon request by Bosch:
- (1) **A list of the FOSS Components** with: (a) FOSS Component name and version number, (b) name and version number of the FOSS License (e.g. GNU Lesser General Public License v2.1)/indication if "Free Software" respectively applicable, (c) the origin of the FOSS Component, (d) copyright-notices and content of the notice file (if e.g. Apache License), (e) license text respective permission note, (f) information whether FOSS Com-

- ponent was modified (g) info on any possible Copyleft Terms, (h) type of linking (dynamic/static);
- (2) A file ("**compulsory info document**") containing the FOSS Component file names, the respective licensing texts and copyright/author notices of each FOSS Component with reasonable headings and a table of contents at the beginning;
 - (3) If required by the respective FOSS License: An **archive file of all source code files** of all FOSS and of all other software (including e.g. makefiles, scripts...) and instructions for building the source code into installable object code (including e.g. "Complete Corresponding Source Code" if required) if and insofar the FOSS License requires of Bosch to provide this on distribution of the Contract Product .
- d) The Supplier will fulfill its obligations mentioned in Section 3.c) in a way that allows Bosch to distribute each single Contract Product in full compliance with Bosch's FOSS Obligations. If a FOSS License requires so, all **Additional FOSS Material** and especially the material and information designated in Section 3.c)(2) + (3) must accompany each Contract Product in an easily readable format (printed/CD or other standard data carrier/documented program function to display), which Bosch may specify in writing.

4. Supplier's FOSS warranties and representations, only agreed FOSS, complete info, no license violation/incompatibility, Copyleft Terms

Without limitation to any other rights of Bosch, the Supplier warrants and represents that

- a) no FOSS other than **agreed** according to Section 3.a) is contained in the Contract Products;
- b) material and information it provides pursuant to Section 3. is **complete and accurate**;
- c) each FOSS Component included in Contract Products or relevant to the use thereof does not and will not:
 - (1) **violate** the terms of the FOSS Licenses for such FOSS Components by the manner in which the FOSS Component is used or connected with or interacts with other FOSS Components or proprietary software;
 - (2) require that any **proprietary software** used in the Contract Products or a Bosch product will be subject to the terms of a FOSS License by the manner in which the FOSS Component is used or connected with or interacts with such proprietary software according to the intended use of the Contract Products;
- d) it has **complied** fully with all of the terms of the FOSS Licenses by which the Supplier is bound with regard to using, processing, editing and passing on the FOSS Components included in the Contract Products or which are relevant to the use thereof provided for under the contract;
- e) it **follows all instructions by Bosch** to protect the proprietary software used in the Contract Product or a Bosch product according to the intended use of the Contract Products, especially those aiming to protect against the effect of **Copyleft Terms**.

5. Supplier's FOSS Remedies

Without limitation to any other rights of Bosch: If the Supplier breaches its obligations set forth in Section 3. or its warranties and representations set forth in Section 4., the Supplier shall, within the agreed development and delivery dates and immediately upon its having knowledge thereof:

- a) replace not agreed upon FOSS-components with agreed software and correct or complete any false or incomplete material and information pursuant to Sections 3. and 4.a);
- b) deliver to Bosch any software not provided in contravention of Section 3.c)(3);
- c) remedy any violations of the warranties of Sections 4.c) to e).

6. Supplier's FOSS Indemnification

Without limitation to any other rights of Bosch, the Supplier shall indemnify Bosch for all costs, expenses and damages caused by the non-compliance or untimely compliance, whether by act or omission, with

- a) FOSS licenses or copyright law in relation to the Contract Products or
- b) the obligations established for the Supplier in Section 3. or
- c) by the violation of the representations and warranties agreed in Section 4. or the remedy of the consequences thereof agreed in Section 5.