

SPECIAL SUPPLEMENTARY PURCHASING TERMS & CONDITIONS OPEN SOURCE SOFTWARE – TRADE GOODS

1. Scope

- a) These Special Supplementary Purchasing Terms & Conditions Open Source Software – general – ("**T&C**") of Robert Bosch GmbH and/or its affiliated companies in which Robert Bosch GmbH has the industrial lead (hereinafter collectively referred to as "**BOSCH**") shall apply in business transactions with companies with regard to the purchase/licensing of software, services and hardware, including updates of the supplier (as a stand-alone product or as part of a delivered software or hardware) ("**Contract Products**"). These Contract Products may also be integrated in, embedded in or used in combination with products manufactured or distributed by BOSCH. These T&C supplement in this respect the General Terms and Conditions of Purchase of BOSCH. These T&C shall also apply to software parts (patches, fixes) and new versions or updates of the above-mentioned software provided by the supplier under warranty or as part of software maintenance services.
- b) These T&C shall apply exclusively; we only accept general terms and conditions of the supplier which conflict with or deviate from our T&C to the extent that we have expressly agreed to them in writing. The acceptance of goods or services of the supplier or their payment does not constitute consent, even if the acceptance or payment is made in knowledge of conflicting or supplementary contractual terms and conditions of the supplier. Similarly, any previously agreed contractual terms of the supplier that conflict with or supplement these T&C shall no longer be accepted.

2. Definitions

- a) "**Open Source Software**", "**Free and Open Source Software**", "**OSS**", "**FOSS**" or "**OSS Component**" shall mean Software
 1. under a license agreement that
 - conforms to the Open Source definition published by the Open Source Initiative (OSI) or the Free Software definition published by the Free Software Foundation (FSF);
 - permits the distribution or provision of access to the Software only if material or information (e.g. license texts, copyright/author notices, source code or written offer for it, makefiles, scripts, other software...) or links to material and/or information ("**Additional OSS Materials**") are provided or otherwise disclosed together with the Software ("**OSS License**"); or
 2. which is dedicated to the public domain.
- b) "**Copyleft Terms**" means an OSS License that requires that modifications or derivative works of the OSS Component be licensed under such terms of such OSS License (e.g.: GPLv2).

3. OSS-related obligations

- a) **Legal/License Obligations.** The supplier will comply with all obligations related to OSS (e.g. OSS licenses and copyright law) applicable to the Contract Products.
- b) **Information on certain types of licenses.** About software licensed under
 1. **[anti-ASP-loophole.]** GNU Affero General Public License (AGPL), Reciprocal Public License (RPL), Apple Public Source License (APSL), Open Source License (OSL), Common Public Attribution License (CPAL), Server Side Public License (SSPL), or any other license where providing the functionality or using the software or portions thereof as a service (e.g., SaaS, Application Service Providing [ASP], Managed Service Providing [MSP]) triggers the license obligations (e.g., providing the source code)
 2. **[copyleft.]** other OSS licenses with Copyleft Terms
- c) which is or becomes part of the Contract Products, the supplier has to inform BOSCH as soon as possible, at least before the delivery of the respective Contract Products in writing (incl. by e-mail).

- d) **What to deliver.** To the extent required by the applicable OSS licenses: the supplier shall deliver the Contract Products bundled with all Additional OSS Materials (= any materials that must accompany the Contract Products on distribution, e.g. license texts, copyright notices, source code files, build instructions).
- e) **How to deliver.** The supplier shall deliver all Additional OSS Materials in digital form, which enables data processing (e.g. SPDX, pdf or txt), or display via a program function (e.g. menu item or about dialogue), in a manner permitted by the applicable OSS Licenses, in particular, a link to download the Additional OSS Materials shall only be considered after separate approval by BOSCH. If Contract Products are delivered in sales packaging, the Additional OSS Materials must be provided with each individual unit of the contractual products (within the packaging).
- f) **Written Offer.** To the extent that an OSS License permits the submission of a written offer instead of Additional OSS Materials, supplier shall, upon request, provide BOSCH with the Additional OSS Materials, subject to the requirements of section 3.d) (this document is the request to be provided with the OSS source code as offered). This shall apply irrespective of any time limit.
- g) **Extraordinary Request for Information.** In the event of reasonable doubt by BOSCH as to compliance with these Terms and Conditions, BOSCH may request from supplier a list of the OSS components included in the Contract Products with the following information: (1) name and version number of the OSS component, (2) name and version number of the OSS license resp. notice whether dedicated to the public domain, (3) the origin of the OSS component (e.g. URL/home page), (4) information on how supplier has complied with the OSS License obligations of the OSS components.
- h) **Development Tools.** If the Contract Products are compilers or other software development tools ("**Development Tools**"), supplier shall ensure that the OSS terms of the Development Tools do not affect the software license of the development result or other output artifacts ("**Output Artifacts**") (e.g. it shall ensure a permissible compilation process if the compiler is licensed under the GCC Runtime License). Furthermore, supplier shall inform BOSCH about OSS that may be injected into the Output Artifacts by the development tools ("**OSS Injections**"). In addition, supplier shall ensure that the Development Tools automatically provide all Additional OSS Materials relating to such OSS Injections together with the Output Artifacts in accordance with section 3.c).