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 all business transactions with regard to the acquisition/licensing of software, services, and hardware, including updates ("**Contract Products**") by BOSCH from you ("**SUPPLIER**"). This includes for example, but not limited to, cases when the SUPPLIER is:
   - providing BOSCH with OSS;
   - licensing software or technology to BOSCH that includes OSS Components;
   - designing/developing software or technology for BOSCH that will include OSS Components;
   - selling or otherwise providing to BOSCH a hardware product that has OSS 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 hardware product;
   - providing BOSCH with OSS Components in conjunction with services for BOSCH, its partners or customers;
   - providing BOSCH with required OSS Components to use/operate/build the Contract Product
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**", "**Free and Open Source Software**", "**OSS**", "**FOSS**" or "**OSS Component**" designate software
   (1) under a license agreement, which
      - matches the Open Source definition published by the Open Source Initiative (OSI) or the Free Software definition published by the Free Software Foundation (FSF);
      - allows 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 the same, makefiles, scripts, other software...) ("**Additional OSS Material**") or links to material or information are provided alongside the software or are otherwise disclosed
      ("**OSS License**"); or
   (2) dedicated to the public domain.
b) "**Copyleft Terms**" designate an OSS License which requires modifications or derivative works of the OSS Component to be licensed under the terms of such OSS License, such as the GPLv2 and MPLv1.1 and others.

3. **Agreement about OSS, Copyleft Terms, Obligations of the SUPPLIER**
a) **Information about OSS.** Any OSS contained or planned to be contained in the delivered Contract Product but not disclosed prior to conclusion of this contract shall be deemed unaccepted by BOSCH, unless explicitly accepted by BOSCH. If the Contract Products (will) contain OSS, the SUPPLIER has to inform BOSCH about names and version numbers of OSS Components and OSS Licenses and any updates/changes as early as possible. Any deviation from the agreed OSS Components and/or OSS Licenses in the Contract Products, requires BOSCH's prior written approval, which BOSCH shall not withhold unreasonably.
b) **Agreement about certain license types.** In addition, software under
   (1) 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 the offering of the functionality or the use of the software or parts of it as a service (e.g. SaaS, Application Service Providing [ASP], Managed Service Providing [MSP]) trigger the license obligations (e.g. making source code available)
   (2) any other OSS license with "Copyleft Terms"
   may only be part of the Contract Products, if agreed between the parties specifically and in writing (incl. fax, e-mail).

c) **Statutory/license obligations.** The SUPPLIER shall comply with all obligations associated with any OSS included in the Contract Products (including e.g. OSS Licenses and copyright law).

d) **What to provide.** The SUPPLIER shall provide the following material and information in a common file format (which BOSCH may specify) for each development state, final state and its updates/upgrades of the Contract Products or their software with each delivery and additionally upon request by BOSCH. BOSCH may also request a document showing the differences between the recent and previous delivery.

    (1) Provision to inform BOSCH: **List of contained OSS** (according to [SPDXv2.2](#)), which comprises of: (a) OSS Component name and version number, (b) name and version number of the OSS License (e.g. LGPLv2.1) or indication if "Public Domain", (c) the origin of the OSS Component (e.g. URL/homepage), (d) copyright-notices and content of the notice file (e.g. required by Apache License), (e) applicable license text/permission note, (f) information whether OSS Component was modified, (g) info on any possible Copyleft Terms, (h) type of linking (dynamic/static, for dynamic-build and dynamic-deploy systems: include a description of all dependencies of the system during runtime).

    (2) Delivery to fulfil the OSS-License obligations: **Additional OSS Material** (see 2.a)(1)) in this manner:

        i. A **compulsory info document**, which is a file containing the OSS Component file names, the respective licensing texts and copyright/author notices of each OSS Component with reasonable headings and a table of contents at the beginning;

        ii. If and to the extent required by the applicable OSS License: **open source code files** and instructions for building the source code into installable object code (including e.g. makefiles, scripts, "Complete Corresponding Source Code"…).

e) **How to provide.** All **Additional OSS Material** must be provided alongside the Contract Products (1) on a data carrier, (2) in an electronic mail or (3) contained within the Contract Products as (a) digital files on the Contract Product's storage (if accessible for the user) or (b) in a program function to display (e.g. "About-Dialog"). The way of providing the Additional OSS Material is chosen by

    - SUPPLIER, if the Contract Product is not adapted to BOSCH-specific needs (if BOSCH does not demand a certain way)

    - BOSCH, if the Contract Product is adapted to BOSCH-specific needs

but only in a way the applicable OSS Licenses allow (however, BOSCH does not accept a link for downloading the Additional OSS Material). To the extent an OSS license allows for a **"written offer"** to be provided instead of Additional OSS Material itself, the SUPPLIER shall nevertheless provide the Additional OSS Material (this document is the request for the provision of open source software code as offered).

f) **Development Tools.** If the Contract Products are compilers or other software development tools (= "**Development Tools**"), the SUPPLIER ensures, that the OSS terms of the Development Tools do not affect the software license of the developed result or other output artefacts (= "**Output Artefacts**") (e.g. ensures an eligible compile process if the compiler is licensed under the GCC Runtime License). Further, the SUPPLIER will inform BOSCH about all OSS possibly being injected into the Output Artefacts by the Development Tools (= "**OSS Injects**"). Additionally, the SUPPLIER ensures, that the Development Tools provide all Additional OSS Material relating to such OSS Injects alongside the Output Artefacts according to section 3.d).

4. SUPPLIER's OSS warranties

The SUPPLIER warrants that the information specified in the **List of contained OSS** and the **Additional OSS Material** are correct and complete, that the Contract Product does/will not contain any other OSS than agreed with BOSCH and that any licenses of OSS included in the Contract Product are compatible with each other. Furthermore, the SUPPLIER warrants that a) the use of OSS in the Contract Products does/will not have the result that BOSCH is obliged to license its own proprietary software under any OSS License and b) that restrictions to prevent users from running modified versions of the OSS are not prohibited.

5. SUPPLIER's OSS Remedies

Without limitation to any other rights of BOSCH: If the SUPPLIER breaches its obligations set forth in Section 3. or its warranties 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 OSS-components with agreed software and correct or complete any false or incomplete material and information pursuant to Sections 3. and 4.;

b) deliver to BOSCH any software not provided in contravention of Section 3.;

c) remedy any violations of the warranties of Section 4.

6. SUPPLIER's OSS Indemnity

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) OSS licenses or copyright law in relation to the Contract Products or

b) the obligations established for the SUPPLIER in Section 3., 4. or 5.