

## Free and Open Source Software Declaration

Contractor: .....

Order number: .....

Product name / Project name: .....

Name / Version of Software: .....

Instructing Department / Project Manager: .....

First Product-SOP / Deployment: .....

Date of SW-Provision: .....

(First date of "100% SW" or "Code Review of App Center" concerning Mobile Applications)

NOTE: If you employ Free Software (Open Source Software, Freeware and / or Public Domain Software as well as single components or parts thereof) as contractor you bear full responsibility regarding compliance with all license conditions. For fundamental requirements regarding the employment of Free Software you can request an informational document from your contact person of the CARIAD instructing department\*.

The contractor declares the following regarding own software and software supplied by its contractual partners that it (i) uses within its contractually owed work and embeds it into hardware or (ii) otherwise delivers as development result within the Product / Project defined above (subsequently referred to as "Product"):

1. For own / proprietary software contained in the Product we are able and authorized to grant the necessary rights of use required for the contractually agreed use, since we
  - are the respective copyright holder ourselves and / or
  - a commercial license from the copyright holder exists that is sufficiently covering the respective requirements.

Yes  No

2. We employ Free Software within the Product. If we answer this paragraph with "yes" we will submit the "Free Software Survey"\* together with this declaration. In addition, we will report the respective Free Software thoroughly using the AOSD Connector.

This report is due before any components are employed, i.e. before the contractor starts developing any software. It has to be provided at the latest during the development as soon as the employment of Free Software is intended.

Yes  No

3. Pursuant to number 2 we employ Free Software in the Product which does entail the obligation to provide compulsory statements in case of distribution **and** the product may be distributed by CARIAD to third parties beyond of its company as far as there is no contradicting contractual agreement.

If this paragraph is answered "yes", we are going to provide to CARIAD a scan report of a tool (e.g. Scancode, FOSSology, Palamida, Black Duck) or the Source Code implemented in the product for all Open Source / Public Domain components.

Furthermore we are going to submit the final version of these compulsory statements to CARIAD at the latest by the "**Date of SW-Delivery**" without further request. These shall include all required information in TXT-format (UTF-8 coding) required for compliance with the respective license provisions even when distributing software to clients in series business, in particular:

- **component names (if necessary path names)**
- **copyright notices**
- **permission notes** (concerning respective licenses, such as GPL, LGPL, MPL, EPL, CPL, CDDL, Apache), or **license texts** (e.g. required for BSD, MIT, other licenses)
- concerning Apache license: **content of NOTICE-Files, as far as included in the code**
- **modification notes**, if required by the respective license
- **other information**, as far as required by the license provisions (e.g. reference to availability of the standard version concerning Artistic License)
- **the complete license text to included Permission Notes** (Avoid doubling! Maybe in a separate section named "attachment")

If this paragraph is answered "no" and the software in fact will not be distributed to third parties even though a distribution would be permitted by contract, we will provide a written confirmation of the respective instructing department of the CARIAD stating that the software will solely be used internally within the CARIAD together with this declaration.

Yes  No

4. In addition to number 3, we employ Free Software for the product which may be distributed that – according to the license provisions – requires releasing Source Code of the Free Software (generally necessary for Open Source licenses with strict / limited Copyleft). If we answer this paragraph with "yes", we will submit a complete "Open Source Release Package" to CARIAD at the latest by the "Date of SW-Delivery". If so, we prefix a "written offer" in accordance with the CARIAD requirements\* to the delivery of our compulsory statements, provided that the respective license provisions call for it.

We confirm that

- Within the scope of a contractual use there is no need to fulfill further obligations whatsoever with the technical implementation we choose, in particular no release of proprietary code components is required and
- the Source Code as well as other material included in the "Open Source Release Package" comprises all parts that have to be released in accordance with the respective license provisions of implemented Open Source.

Yes  No

5. We are going to sign and return the "Übersicht zu den Angaben des Auftragnehmers" (i.e. "summary of the contractor's information"), referring to the product information given by it, at the latest by the respective "Date of SW-Delivery". This applies for the first and each following SOP (or each deployment), if any, and refers to the most recent "Übersicht" / "summary" that was sent to us by email (this email summarizes the report for the product via the AOSD Connector and is sent to the advised contact person's address filled-in by the contractor in the AOSD Connector, in case of deviations the contractor can request adoptions).

We hereby confirm that all given information is still complete and correct and that in the meantime no modifications with impacts on Free Software have been made. If this is not correct for a SOP / a deployment, we will report the modifications and submit the required data and information pursuant to numbers 2-4 sufficiently early before the respective deployment in accordance with the proceedings and course of action set by this declaration.

Yes  No

The contractor declares that it will properly and completely submit and, in case of modifications, update this declaration including all transmitted data and information in time and without further request.

Be it that one of these declarations turns out to be incorrect or that legal claims by third parties impend caused by the employment of Free Software by the contractor, the contractor is obliged to deliver all information and material necessary for assessing the facts of the case as well as legal issues and correct all submitted materials. The contractor guarantees that the declarations contained in this document as well as all materials provided on this basis as well as the information contained therein are correct and complete.

The contractor is not liable for software provided to him by CARIAD with complete usage rights being obtained by CARIAD directly from the third party software supplier.

Contractual terms, particularly applicable terms of purchase or general business terms of CARIAD, remain unaffected.

\* The instructing department provides documents containing further information on request from the AOSD.

The English version of this document is solely for purposes of convenience. The German version is alone authoritative and shall take precedence over the English version in the event of any contradiction or conflict. This applies analogously to all other documents related hereto, including without limitation other applicable documents.

.....

(date of signature)

i.V.

Signature: .....

Signatory's name: .....

Signatory's dept: .....