



PORSCHE

**Contractor declaration on free and open source software
„FOSS declaration“**

Contractor:

Order and/or eNA number:

Description of project / application / component / FAM:

Relevant vehicle project(s) / Cluster release:

PlanningIT / Component number:	Software version:
Porsche department and project / application /component manager:	Ticket number OSO Service Desk:

SOP (Start of Production)/Go live:

Are contractual products including FOSS passed on within the VW Group, the Porsche sub-group or to other third parties?

NO

YES

Please note: The fields above shall be pre-filled by the Porsche project/application/component manager of the respective department. All applicable fields of this FOSS declaration are mandatory.

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With regard to free and open source software contained in contractual services, in particular in its own products, technologies and services (including hardware with integrated software) or those procured by the contractor, of the aforementioned project and which are distributed, licensed, transferred, otherwise made available to Dr. Ing. h.c. F. Porsche AG or a company affiliated with it in accordance with § 15 AktG [German Stock Corporation Act] (hereinafter "**Porsche**"), developed for Porsche or adapted (hereinafter "**contractual products**"), the contractor declares the following:

A. The terms listed below shall have the following meaning within the context of free and open source software in contractual products:

1. **Copyleft Effect:** FOSS licences with copyleft effect (e.g. CDDL, MPL, LGPL, EPL, GPL) require that all or the adaptations of the software or other (also proprietary) software components connected with it defined in the specific licence are in turn released under FOSS licence conditions with copyleft and that the corresponding source code is made available upon transfer.
2. **"Free and Open Source Software" or "FOSS":** Software
 - whose licence conditions meet the requirements of the "Open Source Definition" (<https://opensource.org/osd>) of the "Open Source Initiative" and is accordingly licensed by the respective rights holders to anyone for comprehensive royalty-free use and whose source code is freely available, and/or
 - whose licence conditions have been recognised by the "Open Source Initiative" and/or the "Free Software Foundation" as free software licences or open source software licences on their websites, and/or
 - which is offered as public domain software.
3. **Open source release package:** This includes all source code and all materials which must be made available under the corresponding licence conditions of the FOSS incorporated in the contractual products when the software is passed on, particularly including any compilation and installation scripts as well as instructions and/or other components necessary to create a binary form of the FOSS program. This also covers third-party software components distributed as part of the contractual product. The contractor ensures that they can fulfill this obligation also concerning components received from third parties.
4. **OSS Notice (or „Compulsory statements document“):** This contains all information that is necessary or expedient for compliance with the FOSS licences, especially when passing on the contractual products to customers, in particular:
 - component names (path names, if applicable)
 - copyright notices
 - once the complete and, if applicable, personalised licence text relating to the specific component (e.g. BSD-3-clause) of each licence contained in the contractual products, including any appendices (e.g. GPLv2: "how to apply...", MPLv1.1: "Exhibit A") and the contents of NOTICE files, if any
 - other notices, if required by the terms of the licence (e.g. acknowledgement in the case of the BSD-4-Clause or reference to the availability of the standard version in the case of the Artistic Licence)
 - Written Offer, in the form specified by Porsche

5. **Overview of the contractor's information or supplier overview "Final Report":** This overview summarises the supplier's FOSS information on the contractual products as reported in accordance with the process chart, as well as the related reconciliation results, and shall be sent by Porsche to the contact at the contractor by e-mail to the address specified as soon as Porsche's FOSS process has been completed; if this is required and justified, the contractor may request adaptation within the deadline specified in the Final Report.
6. **Written Offer:** Written offer in the OSS Notice for the transmission of the source code instead of delivery of the source code with the contractual products due to the use of licences with copyleft effect, in case Porsche plans a distribution according to Section B, Clause 2.

B. Use of FOSS¹

1. Are FOSS included in the contractual products of the project?

1.1

NO

» Continue with **Section C.** of this FOSS declaration. Clause 2. shall not apply in this case.

1.2

YES

» Continue with the following **Section B. 2.** of this FOSS declaration.

2. Insofar as the contractual products, including the contained FOSS, are distributed (see cover sheet), the contractor shall comply with the following requirements:

2.1

The contractor shall observe the process chart² and perform all tasks incumbent on them in good time

2.2

The contractor shall carry out a legally/technically qualified review of the FOSS components contained in the contractual products. The review shall be carried out in a version-specific manner and shall also include the level of the sub-components and all source code files, in particular all other software components integrated for the contractual product as so-called "dependencies".

2.3

The contractor shall report the complete information on the FOSS used (e.g. details of the FOSS component, FOSS licence and version, type of integration of FOSS, modifications made, planned use) to Porsche in the manner specified in the process chart.

- 2.4** The contractor hereby grants Porsche the transferrable and sub-licensable right to modify proprietary software contained in the contractual products for its own use and to carry out reverse engineering for the purpose of debugging such processing, insofar as this proprietary software is linked to software components licensed under the GNU Lesser General Public License v2.1 (LGPL-2.1). The contractor shall ensure that it can also grant Porsche this right in respect of any third-party software components.
- 2.5** The contractor shall provide Porsche with a final open source release package together with the contractual products, if and insofar as this is required by the licensing requirements. The contractor shall also ensure that the binary form of the FOSS created using the materials of the open source release package can be executed without errors when using publicly available development tools in the system environment relevant to the contract products.
- 2.6** The contractor shall actively support Porsche, both during and after the end of the contractual term, comprehensively and at its own expense in fulfilling the relevant licence obligations arising from the FOSS licences of the FOSS contained in the contractual products. This shall also include, in particular, support in responding to enquiries from rights holders or third parties regarding the contractual products, in the manner chosen by Porsche to implement licence fulfilment and in defending against corresponding legal enforcement efforts.

¹ Please tick/select as appropriate in section B.

² https://iso.volkswagen.de/one-kbp/content/media/shared_media/documents_1/einkaufsbedingungen/porsche_ag/einkaufsbedingungen_nicht_produktionsmaterial_foss_erklaerung/FOSS-Process_Chart.pptx

C. Confirmation/pledge

- 1. The contractor guarantees that the declarations made in this FOSS declaration are correct and complete.
- 2. The contractor ensures that the specifications set out in this FOSS declaration have been or will be complied with and that all details, information, and materials have been or will be submitted in a timely, accurate and complete manner.
- 3. The contractor ensures that for each new SOP/Software Deployment/Release it will, without being requested to do so
 - 3.1 provide Porsche, together with the delivery of the contractual products, with confirmation in writing (an e-mail will suffice) that all details and information provided and documents and material handed over continue to be complete and accurate and that no changes affecting FOSS have been made in the meantime and that this FOSS declaration also applies to the new SOP/deployment/release
 - or**
 - 3.2 in the event of any changes affecting FOSS, report the current status and to provide the required details, information, and materials as specified in Section B.2., to the extent applicable.

The contractual provisions, in particular Porsche's terms and conditions of purchase already included, shall remain unaffected.

(Place of signature)	, date	(Date of signing)
p.p.		p.p.

Signature(s)³: _____

Signatory: _____

Department/position: _____

³ If a person has sole power of representation one signature of this person is sufficient. The number of required signatures depends on the framework of representation of the Contractor.