



PORSCHE

**Contractor declaration on free and open
source software
"FOSS declaration"**

Contractor:

Order and/or eNA number:

Project- /application- /part designation:

Unique number (e.g. PlanningIT/component number):

Software version:

Porsche department and name of project- / application- / component-manager:

Ticket number OSO Service Desk:

First product SOP (Start of Production) / First Deployment / First Software Release:

Date of software deployment (*first date of the project on which complete software is provided to Porsche*):

Notice: The fields above can be pre-filled by the Porsche project- /application- / component-manager.

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With regard to its own free and open source software and such supplied to contractor by its contractual partners, which the contractor uses within the framework of the contractual services for the above-mentioned project in products, technologies, and services (including hardware with integrated software) supplied or licensed 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**") or otherwise made available to, or developed for Porsche (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) may require, as defined by the specific license, that any adaptations or only certain adaptations of the software or other (also proprietary) software components, when connected with the software, are in turn to be released under the FOSS licence conditions with copyleft and that the corresponding source code is made available upon distribution.

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 right 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.

4. **Permission Note:** some FOSS components contain, in addition to the licence text, separate and personalised notes on the licence, the authors, any disclaimers, etc.; these are often used in the header information of FOSS files to show that the files are licensed under the named licence, e.g. in the case of components under CDDL, MPL, LGPL, EPL, GPL, CPL or Apache-2.0.

5. **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 within the context of standard production business, in particular:
 - component names (path names, if applicable)
 - copyright notices
 - permission notes, if available
 - one time 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
 - notices of modification, if required by the licence in question
 - 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

- 6. **Overview of the Contractor's information or Supplier overview:** this overview summarises the contractor'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 contractor's contact person by e-mail to the address specified there as soon as Porsche's FOSS process has been completed; if necessary, the contractor may request adaptation.

- 7. **Written Offer:** written offer for the transmission of the source code in the compulsory statements document instead of delivery of the source code with the Contractual Products due to the use of licences with copyleft effect. For Porsche, the following Written Offer must always be used:

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 General Open Source Provisions and written offer
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The license terms listed below form the contractual basis for your use of the corresponding software components and supersede any other contractual agreements concerning this Porsche product, solution or service ("product").

Modifications of the proprietary software within your product for your own use and reverse engineering for debugging such modifications are herewith permitted to the extent such software components are linked to program libraries under the GNU Lesser General Public License (LGPL). However, you must not disclose the knowledge acquired during reverse engineering or debugging, nor the information obtained from the reengineering, nor the modified software itself to any third party. Please note that any modification is at your own risk and will void any lead to a disclaimer of warranty for defects resulting from the modification. In addition, the product may not be usable for its intended purpose. This provision takes precedence over any other contractual provision between you and Porsche or your Porsche Dealer.

For further information regarding the below listed software components listed below and the corresponding license terms and – where required by license – source codes, please contact Porsche at www.porsche.com/softwareinfo.

Some licenses, however, require the provision of physical copies of source and/or object code. In this case, you and any third party may obtain a copy of the source and/or object codes according to the requirements of the applicable Open Source License by contacting us at www.porsche.com/softwareinfo. Furthermore, please contact us at the foregoing URL in case you need any other assistance regarding the exercise of rights guaranteed granted by an Open Source License. A nominal fee (i.e., the cost of physically performing the distribution) might be charged for these services.

On request of the authors and right holders of the Open Source Software used in this product we inform you about the following:

"THE OPEN SOURCE SOFTWARE IN THIS PRODUCT IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT WITHOUT ANY WARRANTY, WITHOUT EVEN THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. See the applicable licenses for more details."

Note: your copy of this product may not contain code covered by one or more of the licenses listed here, depending on the exact product and version you choose.

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B. Use of FOSS¹

1. Is FOSS included in the Contractual Products of the project?

1.1 **NO**

» Continue with **Section C.** of this FOSS declaration

1.2 **YES**

» continue with **Section B. 2.** of this FOSS declaration below

2. Are Contractual Products including the included FOSS distributed within the VW Group, the Porsche Group or to other third parties?

NO should only be ticked/selected if the contractual provisions, the type or nature of the Contractual Products, a declaration in textform by the Porsche project/application/component manager or any other reasons clearly exclude distribution and this can be proven by the contractor at Porsche's request.

2.1 **NO**

» Continue with **Section C.** of this FOSS declaration

2.2 **YES**

» The contractor shall comply with the **following requirements:**

- 2.2.1 The contractor observes the FOSS process chart² and fulfils all contractor's tasks in good time.
- 2.2.2 The contractor shall carry out a legally/technically qualified review of the FOSS components contained in the Contractual Products. The review shall be version-specific 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".
- 2.2.3 The contractor shall report the complete information on the FOSS used (e.g. details of the FOSS component, FOSS licence and version, type of FOSS integration, modifications made, planned use) to Porsche in the manner specified in the process chart.
- 2.2.4 The contractor hereby grants Porsche the 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 modifications, insofar as this proprietary software is linked to software components licensed under the GNU Lesser General

¹ Please tick/select as appropriate in section B.

² The commissioning specialist department shall provide information documents upon request.

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.

- 2.2.5** The contractor shall provide Porsche with a scan result of a tool (e.g. Scancode, FOSSology, Flexera) for all FOSS in the Contractual Products in accordance with the process chart.
- 2.2.6** 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.
- 2.2.7** The contractor shall provide Porsche with the final version of the compulsory statements document in the format required by Porsche in accordance with the process chart, even if the Contractor is the one to include the compulsory statements document in the Contractual Product in agreement with Porsche.

C. Confirmation/pledge

1. The contractor warrants that the declarations made in this FOSS declaration are correct and complete.
2. The contractor warrants 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 warrants 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 Software, with confirmation in textform that all information provided continues to be complete and accurate, that no changes have been made in the meantime which affect FOSS, and that this FOSS declaration also refers to the new SOP/software deployment/release
 - or**
 - 3.2** in the event of any changes affecting FOSS, re-notify the changes in accordance with this FOSS declaration and provide the required details, information, and materials in accordance with **Section B**.
4. The contractor shall actively support Porsche, both during and after the end of the contract term, comprehensively and at its own expense in fulfilling the relevant licence obligations. This shall include, in particular, support in responding to enquiries from rights holders or third parties, in the manner chosen by Porsche to implement licence fulfilment and in defending against corresponding legal enforcement efforts.

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

_____, [date] _____

(Place of signature)

(Date of signature)

p.p.

p.p.

Signature(s): _____

Signatory: _____

Department/position: _____
