

Additional Quotation and Sales Conditions for Products regarding Open Source Software

of the Robert Bosch GmbH/LLC and its affiliated companies
(hereinafter referred to as “**Bosch**”)

Open Source Software

- (1)** The software of the offered product **possibly includes open source software** and third party software under royalty free licenses (“**FOSS**”). As far as FOSS is included, it will be indicated in an **ANNEX FOSS** – to the extent known at the time of its provision. However, the ANNEX FOSS will be updated according to the changes possibly necessitated by development of the product. A complete list of all used FOSS, depending on the development status of the offered product, is available on request and additionally will be provided upon completion of the product.
- (2)** The **FOSS** in the product **is subject to FOSS license agreements (“FOSS-Licenses”)**. Pursuant to these FOSS-Licenses, Bosch has to pass on to you their terms and conditions and you have to comply with these terms and conditions and fulfill respective obligations when using the FOSS in another way than merely installing and running it internally on your machines, e.g. through further disposal of the product, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to you, and in the event of you passing on a copy of the product to another party, the terms and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (in some cases, the FOSS-License provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, Bosch itself can neither grant nor obtain these rights for you. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or will be made available by Bosch upon your request.
- (3)** You have to, either expressly, or implied by amendment or adaptation of the FOSS, **accept and take responsibility for your compliance with the applicable FOSS-Licenses**. Further, you have to agree that **updates or new versions** of the product software may contain different or additional FOSS or changes in the FOSS-Licenses. Bosch will notify you of this fact and possibly additional or modified FOSS-Licenses upon delivery of the updates.
- (4)** The **FOSS** itself does not contribute to the sales price of the Bosch product and thus **is provided without royalty or monetary compensation**.
- (5)** Unless expressly stated otherwise in this quotation, this quotation **does not include any service or support** by Bosch to you regarding the fulfillment of your obligations resulting from FOSS-Licenses; any such service or support requires a separate agreement specifying such service or support and providing for a reasonable fee.