

Additional Quotation and Sales Conditions for Products regarding Open Source Software

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

- (1)** The software of the offered product **possibly includes open source software** and third party software under royalty free licenses (“**OSS**”). As far as OSS is included, it will be indicated in an **OSS Attribution Document** – to the extent known at the time of its provision. However, the OSS Attribution Document will be updated according to the changes possibly necessitated by development of the product. A complete list of all used OSS, 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 OSS** in the product **is subject to OSS license agreements** (“**OSS-Licenses**”). Pursuant to these OSS-Licenses, ETAS 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 OSS 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 OSS-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 OSS-Licenses apply to the distribution of any included OSS (in some cases, the OSS-License provides a direct license from the author/licensor of the OSS to the third party). For many OSS-Licenses, ETAS itself can neither grant nor obtain these rights for you. The applicable OSS-Licenses are available on the internet address of the provider of the OSS or will be made available by ETAS upon your request.
- (3)** You have to, either expressly, or implied by amendment or adaptation of the OSS, **accept and take responsibility for your compliance with the applicable OSS-Licenses**. Further, you have to agree that **updates or new versions** of the product software may contain different or additional OSS or changes in the OSS-Licenses. ETAS will notify you of this fact and possibly additional or modified OSS-Licenses upon delivery of the updates.
- (4)** Unless mandatory under applicable laws or under any OSS-Licenses, you are not entitled to reproduce, reverse engineer, translate and/or to extract parts of the software provided by ETAS to you. Provided that within the applicable OSS Licenses necessary (e.g. LGPL 2.0), reverse engineering is allowed for the respective OSS components to the required extent. This shall not apply for any other components of the software.
- (5)** The **OSS** itself does not contribute to the sales price of the ETAS product and thus **is provided without royalty or monetary compensation**.
- (6)** Unless expressly stated otherwise in this quotation, this quotation **does not include any service or support** by ETAS to you regarding the fulfillment of your obligations resulting from OSS-Licenses; any such service or support requires a separate agreement specifying such service or support and providing for a reasonable fee.