

Purchasing Terms and Conditions for Products regarding Free and Open Source Software of Syntegon Group (hereinafter referred to as: "Syntegon")

1. Scope

- a) These terms apply to business-to-business transactions with regard to the acquisition/licensing of software, software services, and hardware with integrated software (= embedded software), in any form (e.g. source code, object code, executable, cloud service...) including updates ("**Contract Products**") by Syntegon from you ("**Supplier**").
- b) These terms exclude deviating general terms & conditions used by the Supplier, even if Syntegon accepts Contract Products with knowledge of such Supplier's general terms & conditions. Syntegon expressly rejects any Supplier's deviating general terms & conditions.

2. FOSS related Obligations

- a) The Supplier shall comply with all obligations associated with Free and Open Source Software (FOSS) licenses applicable to the Contract Products provided by Supplier to Syntegon.
- b) The Contract Products may only contain FOSS under the following licenses on prior explicit written agreement by Syntegon and Supplier: GNU Affero General Public License (AGPL), Reciprocal Public License (RPL), Apple Public Source License (APSL), Open Source License (OSL), Common Public Attribution License (CPAL), Server Side Public License (SSPL) and any other license, where the offering of the functionality or the use of the software or parts of it as a service triggers the license obligations (e.g. making source code available).
- c) The Supplier shall provide the Contract Products bundled together with all Additional FOSS Material (**Additional FOSS Material** = any material which must accompany the Contract Products on distribution, e.g. source code – if and to the extent required by the applicable FOSS License –, license texts, copyright notes...).
- d) This Additional FOSS Material shall be provided in digital form which allows data processing (an archive file containing e.g. SPDX, pdf, txt...), or a program function to display (e.g. "About-Dialog"), and in any other way the applicable FOSS Licenses allow. However, Syntegon does not accept a link for downloading the Additional FOSS Material from third party controlled websites or repositories.
- e) If a FOSS license allows a "written offer" to be provided instead of Additional FOSS Material itself, the Supplier shall nevertheless provide the Additional FOSS Material in the way mentioned in section 2.d.
- f) Without limitation to any other rights of Syntegon, the Supplier agrees that it shall cure any non-compliance with this Section "2. FOSS Obligations" within a reasonable period of time once having knowledge thereof or once notice of such noncompliance has been received from Syntegon and the Supplier will indemnify Syntegon for all costs, expenses and damages caused by the non-compliance or untimely compliance, whether by act or omission, with this Section "2. FOSS Obligations".
- g) Upon Syntegon's request Supplier will provide Syntegon with a list of the FOSS components contained in the Contract Products with: (1) FOSS component name and version number, (2) name and version number of the FOSS License/indication if "Free Software" respectively applicable, (3) a repository where the corresponding FOSS component is available (e.g. URL/homepage), (4) information about how the Supplier fulfilled the FOSS license obligations of the FOSS components.