Harman International
Industries, Inc.
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Harman Free and Open Source Software Supplier Policy

Applicable for automotive quotes and contracts involving software deliveries, including embedded software

The delivery of any component of Free and Open Source Software ("FOSS") for use by Harman International Industries, Inc. in its hardware or software products is subject to receiving express, prior written permission of the Harman Global FOSS Team ("Harman FOSS"). Each grant of permission by Harman FOSS to the use of certain FOSS-Components obtained under a certain Free or Open Source Software License is only for the certain product for which permission was requested.

Harman FOSS will inform the supplier of its decision concerning the use of FOSS-Components applied for in writing only. This decision may consist of rejection, permission or permission with restrictions or amendments. Even a complete rejection of the applied use of FOSS-Components has no effect on the obligations of the supplier, especially to fulfill all contractual duties for Harman.

Harman reviews the list of all the open source software licenses that are received from the suppliers. Supplier represents that the list provided is a true and accurate list for the current version of the supplier software. If the FOSS delivery is changed, then the FOSS -Component list must also be updated and approved prior to the delivery. Use of FOSS is only authorized after the FOSS-Component BOL is reviewed by the Harman FOSS Office and any requested changes are made prior to the delivery.

Supplier will be solely and fully responsible for, and will handle all compliance with, any and all of Harman's (as well as Harman's affiliates, joint ventures, customers, and successors') direct and indirect obligations associated in any way with any FOSS that forms any part of the software contracted for from Supplier. Supplier will comply with Harman's FOSS Obligations for as long as they exist and will bear all associated costs. Supplier will also comply with any and all of Supplier's direct and indirect obligations associated in any way with any FOSS that forms any part of the software contracted. Supplier will provide all information and materials necessary for Harman's FOSS compliance owed to customers and end users.

1. The Software or services contracted for from Supplier will not include any FOSS that would require or involve any of the following:

1.1 Providing, disclosing or otherwise making Harman source code or object code available to third parties.

1.2 Components that require or include any kind of advertising clauses.

1.3 Obtaining or providing the express acceptance or assent to license terms by Harman or its customers or End Users.

1.4 Incompatible or conflicting licenses.

1.5 Software for which it is unclear what license(s) apply, or for which there is no applicable license.

1.6 License terms with any obligations, including any of Harman's Open Source obligations, that cannot be addressed fully and completely by Supplier.

1.7 Providing, disclosing or otherwise making available to third parties any information, installation tools, authorization or encryption keys, passwords, codes, software, scripts, tools, methods, or any other materials to allow or facilitate third parties to install or modify any software in the goods and services contracted.

1.8 The software and services contracted will not include, use, commingle, link, combine, mix, intermingle, communicate with, or treat any proprietary software, trademarks, information, documents, tools, scripts, etc. of Harman or its licensors or customers (collectively, "the Proprietary Materials") in any way that would require or cause any part of the Proprietary Materials to become subject to any open source licenses, or that would result in the required distribution or disclosure of any part of the Proprietary Materials.

1.9 Supplier, and the software and services contracted, will not include, use, commingle, link, combine, mix, intermingle, communicate with, treat or use any FOSS that would contain, distribute, or disclose any of Harman's communication protocols, encryption methods, or Application Programming Interfaces (API).

1.10 Unknown, undisclosed, unreliable, untested or defective components, features, routines or functionality.

1.11 Any "back doors", "time bombs", "Trojan horses", "worms", "drop dead devices", "viruses", malicious code or any other similar components, features, routines or functionality.

1.12 The software and services contracted, and the source code used to create the software and services, will not include any superfluous or unnecessary FOSS, including but not limited to any object code, source code, or file that is not necessary for the functionality requested from, and provided by, Supplier.

2. When no FOSS is included in software deliverables, you should clearly communicate to Harman that "the deliverable does not include any FOSS."

3. Harman strictly forbids the usage of FOSS requiring any of the following licenses in software provided by Supplier to Harman:

- GPL-3.0
- GPL-3.0+
- LGPL-3.0
- LGPL-3.0+
- AGPL-3.0
- Oracle Berkeley DB License - Sleepycat
- Mozilla Public License 1.0
- Mozilla Public License 1.1

4. If there is any FOSS that is part of the software delivered by Supplier to Harman, all the information regarding FOSS should be properly documented and configured. This includes the following Compulsory Statement Documents which must include the BOL defined in Section A:

- Precise Designation of FOSS-Component and its Version
- Source Code of FOSS-Component (original version as obtained by the supplier and – if applicable – current altered version to be used in the Product)
- Precise Designation of the applicable FOSS-License for each FOSS-Component
- Origin of FOSS-Component and respective FOSS-License – homepage

- Usage of FOSS-Component in reference to linkage, if any, to other software parts (dynamic, static, standalone)

4.1 Modifications - the technical details of any modifications made to the software. Includes any snippet changes, addition or removal of code to the FOSS.

4.2 For FOSS where the applicable license requires the distributor to provide license and copyright notices: Provide the actual License text and copyrights

4.3 For FOSS where the license requires disclosure of source code: The source code of the respective FOSS needs to be made available along with Supplier modifications, if there are any.

4.4 Any software that is not shipped by the Supplier but is required from the customer's side should be mentioned as pre-requisite under usage column with download link, license details.

4.5 In cases, where a FOSS component itself includes a secondary piece of FOSS or any other applicable third party licenses (such as in a README file attached to the listed FOSS), you must provide information for the secondary FOSS component and third party components as well.

5. All the FOSS listed in the **Compulsory Statement Document**s (Section A to this policy) must be provided by the Supplier for compliance, and Supplier has the obligation to continually update if any changes occur. The Supplier must provide Harman with a final FOSS Release Package.

   a. The Supplier must send Harman the final version of the Compulsory Statement Documents without prompting from Harman.

   b. All the documents referred to in the Compulsory Statement Documents must be sent to Harman by the "software provision" date at the latest.

6. Confirmation/Assurance:
   a. The Supplier guarantees that all information and declarations submitted are correct and complete.

   b. The Supplier confirms that the process steps referred to in this FOSS Declaration are carried out and all the subsequently required specifications, files, data, information and materials are transferred to Harman accurately and completely.

   c. The Supplier provides assurance that it will, for each new SOP / software deployment / release, comply with this policy and complete the Compulsory Statement Documents without prompting, and:

      - provide confirmation with the software provided to Harman that the information provided is fully accurate and complete and provide confirmation that no changes have been made which would affect the compliance with this FOSS Declaration policy

      - Report any and all changes in accordance with the processes and timelines set out in this FOSS Declaration policy and send the required specifications, files, data, information and materials

      This policy is intended to only supplement and not diminish any contractual arrangements between the Supplier and Harman. The contractual arrangements, in particular Industries' conditions of purchase, remain unaffected.