Open Source and Additional Software Requirements

1 Introduction

Note: Nothing in this standard supercedes applicable laws and regulations.

Note: In the event of conflict between the English and domestic language, the English language shall take precedence.

1.1 Purpose. General Motors prohibits the use of any Open Source Software (OSS) unless its proposed use is disclosed and approved by General Motors prior to it being incorporated into a project. The requirements of this standard must be used when sourcing anything that may include software, regardless of whether the use of OSS is explicitly contemplated. Use of OSS is only authorized after the GM Open Source Compliance Officer (or their official delegate) has signed the completed OSS Bill of Material (BOM) listed in Appendix A in accordance with Section 3.1.

1.2 Applicability. This applies to any part or project that involves or interacts with software (e.g., controllers, sensors, displays, etc.) It does not apply to purely mechanical parts (e.g., fasciae, stampings, castings, etc.) that cannot involve software.

2 References

Note: Only the latest approved standards are applicable unless otherwise specified.

2.1 External Standards/Specifications.

None

2.2 GM Standards/Specifications.

None

2.3 Additional References

- CG3939, eSOR Appendix F16 Open Source Software (eSOR is Electronic Statement of Requirements) (ID)
- eSOR Appendix F14 (ID)

(ID) = This template is limited to internal distribution within General Motors and shall not be distributed outside the company. Contact the GM Lead Engineer for customized templates specific to individual requirements.

3 Requirements

3.1 No OSS will form any part of the goods and services contracted except for the software having the open source licenses specifically listed in Appendix A: Open Source Software BOM. The software listed in Appendix A: Open Source Software BOM may only form part of the goods and services after it is signed by GM's Open Source Compliance Officer (or their official delegate) and in compliance with Section 3.2 of this GMW and the terms and conditions of the applicable purchase order. Only the OSS and open source licenses listed in the signed Appendix A: Open Source Software BOM may form part of the goods and services contracted. GM reserves the right to audit Appendix A: Open Source Software BOM and all software forming any part of the goods and services.

3.2. If any open source software will form any part of the goods and services contracted:

3.2.1 Supplier will be solely and fully responsible for, and will handle all compliance with, any and all of GM's (as well as GM's affiliates', joint ventures', and successors') direct and indirect obligations associated in any way with any OSS that forms any part of the goods and services contracted. This includes, but is not limited to, compliance with all applicable proprietary and open source licenses, copyrights, and any other legal obligations

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associated with GM's use, distribution, copying, sale, offers to sell, making, importing, and exporting any of the goods and providing any services contracted (hereinafter, "GM's Open Source Obligations"). Supplier will comply with GM's Open Source 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 OSS that forms any part of the goods and services contracted.

3.2.2 As part of the compliance with GM's Open Source Obligations, Supplier will develop, maintain and update (whenever necessary) one or more screens as part of the goods and services contracted (hereinafter, the "Compliance Screens"), through which Supplier will comply with GM's Open Source Obligations. The Compliance Screens will provide any and all appropriate notices, acknowledgments, licenses and/or any other additional information or materials necessary to comply with GM's Open Source Obligations (hereinafter, the "Compliance Materials"). The Compliance Screens will be available on a display provided within the goods and services contracted and the Compliance Materials will be self-contained and provided in the Compliance Screens without any references to external websites or other locations outside of the Compliance Screens to obtain any part of the Compliance Materials. The Compliance Screens and Compliance Materials will be sufficient to comply with GM's Open Source Obligations and there will be no need for GM to provide any additional materials, information, or to undertake any additional activities to comply with GM's Open Source Obligations.

3.2.2.1 If the goods and services contracted as specified by GM do not include a display to provide the Compliance Screens, GM and Supplier will agree in writing, to be attached to Appendix A, on an alternative means to provide the Compliance Screens consistent with Section 3.2.1.

3.2.2.2 If the goods and services contracted as specified by GM will be in communication with a vehicle data bus on a GM vehicle having the GM Global B (or subsequent) electrical architecture, Supplier will include provisions to provide the Compliance Screens, consistent with Section 3.2.1, in accordance with the GM Global B (or subsequent) common architecture standards that will be provided separately from this GMW.

3.2.2.3 The OSS, Compliance Screens and Compliance Materials will comply with all applicable laws, rules, regulations, orders, conventions, ordinances, and standards, in all applicable parts of the world, including without limitation, any local language and safety regulations and standards and will not include any improper, offensive, or inappropriate content or materials.

3.2.2.4 The Compliance Screens and Compliance Materials will not disclose or include any superfluous materials, including any unnecessary advertising, branding, software, notices, acknowledgments, licenses or any other content not necessary to comply with GM's Open Source Obligations. Supplier will make appropriate changes to the Compliance Screens and/or the Compliance Materials to address any objections or suggestions by GM while maintaining compliance with Section 3.2.1.

3.2.2.5 Supplier will maintain the Compliance Screens and Compliance Materials using appropriate version tracking and change management. Immediately upon GM's request, Supplier will provide GM with a complete copy, without any restrictions, of the Compliance Screens and the Compliance Materials.

3.2.3 The goods and services contracted will not include any open source software that would require or involve any of the following:

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

3.2.3.2 Providing any information in advertising materials.

3.2.3.3 Obtaining or providing the express acceptance or assent to license terms.

3.2.3.4 Incompatible or conflicting licenses.

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

3.2.3.6 Compliance Materials that cannot be provided through Compliance Screens.

3.2.3.7 License terms with any obligations, including any of GM's Open Source Obligations that cannot be addressed completely by Supplier.

3.2.3.8 License terms that conflict with or contradict in any way this GMW17219 or any other terms and conditions under the purchase contract.

3.2.3.9 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 GM’s vehicles and/or the goods and service contracted.

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