

Open-Source Use Policy (India)

Governs use of open-source components in Company products and employee contributions to OSS projects

HOW TO USE THIS TEMPLATE

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| 1. | Mandatory reading for ALL developers, data scientists, and technical employees. |
| 2. | Permissive licences (MIT, Apache 2.0, BSD) — generally safe to use. |
| 3. | Copyleft licences (GPL, AGPL, LGPL) — require prior approval before use. |
| 4. | When in doubt about a licence, escalate to the IP team before adding the dependency. |
| 5. | This policy also governs contributions TO open-source projects from Company employees. |

1. PURPOSE AND SCOPE

1.1 This Open-Source Use Policy (this "**Policy**") governs: (a) the use of open-source software, libraries, frameworks, datasets, and tools in the Company's products and internal systems; and (b) contributions by Company employees to external open-source projects. This Policy applies to all technical employees including software engineers, data scientists, DevOps engineers, product managers, and any other employee who incorporates open-source components into Company work.

1.2 Why This Policy Matters. Open-source software is essential to modern software development and the Company actively encourages its responsible use. However, open-source licences impose legally binding conditions on users. Failing to comply with these conditions — particularly the copyleft conditions in GPL and AGPL licences — can result in: (a) the Company being required to release its proprietary source code to the public; (b) loss of IP rights in Company products; (c) legal liability to open-source licence holders; and (d) significant commercial damage, including deal-breakers in investor due diligence and M&A; transactions. This Policy prevents these outcomes.

2. OPEN-SOURCE LICENCE CLASSIFICATION

Category A — Permissive Licences (Pre-approved for use):

<pre>Paragraph('caseSensitive': 1 'encoding': 'utf8' 'text': 'Licence' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Licence', tex tColor=Color(.266667,.266667,.2 66667,1), us_lines=[])] 'style': 'bulletText': None 'debug': 0) #Paragraph</pre>	<pre>Paragraph('caseSensitive': 1 'encoding': 'utf8' 'text': 'Key Conditions' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Key Conditions', textColor=Color(.266667,.266667,.266667,1), us_lines=[])] 'style': 'bulletText': None 'debug': 0) #Paragraph</pre>	<pre>Paragraph('caseSensitive': 1 'encoding': 'utf8' 'text': 'Status' 'frags': [ParaFrag(__tag__ ='b', bold=1, fo ntName='Helvetic a-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Status', text Color=Color(.26 6667,.266667,.2 66667,1), us_lines=[])] 'style': 'bulletText': None 'debug': 0) #Paragraph</pre>
<p>MIT Licence</p>	<p>Retain copyright notice and licence text</p>	<p>✓ Pre-approved</p>
<p>Apache Licence 2.0</p>	<p>Retain notices; state changes; patent grant included</p>	<p>✓ Pre-approved</p>
<p>BSD 2-Clause / 3-Clause</p>	<p>Retain copyright notice</p>	<p>✓ Pre-approved</p>
<p>ISC Licence</p>	<p>Retain copyright notice</p>	<p>✓ Pre-approved</p>
<p>Boost Software Licence 1.0</p>	<p>No condition on source distribution</p>	<p>✓ Pre-approved</p>
<p>Creative Commons CC0 / Public Domain</p>	<p>No conditions — public domain</p>	<p>✓ Pre-approved</p>

Category B — Copyleft Licences (APPROVAL REQUIRED):

<pre>Paragraph('caseSensitive': 1 'encoding': 'utf8' 'text': 'Licence' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Licence', textColor=C olor(.266667,.266667,.266 667,1), us_lines=[])] 'style': 'bulletText': None 'debug': 0) #Paragraph</pre>	<pre>Paragraph('caseSensitive': 1 'encoding': 'utf8' 'text': 'Copyleft Scope' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Copyleft Scope', textColor=Color(.266667,.266667,.266667,1), us_lines=[])] 'style': 'bulletText': None 'debug': 0) #Paragraph</pre>	<pre>Paragraph('caseSensitive': 1 'encoding': 'utf8' 'text': 'Risk Level' 'frags': [P araFrag(__tag__ ='b', bold=1, font Name='Helvetica -Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Risk Level', textColor=Color(.266667,.266667, .266667,1), us_lines=[])] 'style': 'bulletText': None 'debug': 0) #Paragraph</pre>
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GNU GPL v2 / v3	All derivative works must be GPL — strong copyleft. Linking a GPL library to proprietary code may trigger disclosure obligation.	■ HIGH
GNU AGPL v3	Strongest copyleft — extends to software provided as a network service (SaaS). Any SaaS using AGPL code may require open-sourcing entire codebase.	■ CRITICAL
GNU LGPL v2 / v3	Weaker copyleft — generally safe for dynamic linking; modifications to the LGPL library itself must be open-sourced.	■ MEDIUM
Mozilla Public Licence 2.0	File-level copyleft — only modifications to MPL files must be open-sourced; can be combined with proprietary code.	■ MEDIUM
European Union Public Licence (EUPL)	Strong copyleft with compatibility provisions — review carefully.	■ HIGH
Server Side Public Licence (SSPL)	Extreme copyleft — requires open-sourcing entire stack used to provide the service.	■ CRITICAL
Creative Commons ShareAlike (CC BY-SA)	Copyleft for content/data — derivative content must be CC BY-SA.	■ MEDIUM

3. APPROVAL PROCESS FOR CATEGORY B COMPONENTS

3.1 Before incorporating any Category B (copyleft) open-source component into any Company product, the employee must submit a written approval request to the IP Manager / Legal team including: (a) the name and version of the component; (b) the licence under which it is distributed; (c) the specific use case — static linking, dynamic linking, internal tool, or SaaS service; (d) the proposed alternative if approval is not granted; and (e) assessment of whether a commercial licence is available.

3.2 The IP team will respond within five (5) working days. Approval may be granted with conditions (e.g. dynamic linking only, or use in internal tools only). Employees must not proceed pending approval.

4. OPEN-SOURCE BILL OF MATERIALS (OSBOM)

4.1 All development teams must maintain an accurate and up-to-date Open-Source Bill of Materials (OSBOM) for each product and significant internal tool. The OSBOM must record for each open-source component: (a) component name and version; (b) licence name and version; (c) source URL; (d) purpose / use case in the product; (e) approval status (pre-approved / approved with conditions / pending / rejected); and (f) last reviewed date.

4.2 The OSBOM must be updated whenever a new dependency is added or an existing dependency is upgraded. The OSBOM is a key due diligence document for investors and acquirers and must be accurate at all times.

5. CONTRIBUTING TO OPEN-SOURCE PROJECTS

5.1 Approval Required. An employee may not contribute Company code, algorithms, data structures, or other Company IP to any external open-source project without prior written approval from the IP Manager. This includes contributions made from personal accounts.

5.2 Contributor Licence Agreements (CLAs). Before contributing to any open-source project that requires execution of a Contributor Licence Agreement (CLA), the employee must ensure the Company (not the individual employee) executes the CLA. Individual execution may transfer IP rights away from the Company.

5.3 Personal Open-Source Projects. Employees may maintain personal open-source projects provided they comply with the Moonlighting Policy and the projects do not relate to the Company's business domain. Personal open-source contributions must be made outside working hours using personal accounts and personal equipment.

6. COMPLIANCE AND CONSEQUENCES

6.1 Incorporating a copyleft component without approval, or failing to maintain an accurate OSBOM, constitutes a disciplinary offence. If a copyleft violation is discovered, the Company may be required to: release source code publicly; remove the infringing component and rebuild affected features; and/or pay damages to the licence holder. The employee responsible may be held personally liable for costs arising from the violation.

7. POLICY ADMINISTRATION

Policy Owner	[IP Manager / CTO / Legal Head]
Effective Date	[DD Month YYYY]
Review Cycle	Annual — or when a significant new licensing category emerges
OSBOM Tool	[FOSSA / Black Duck / WhiteSource / Manual spreadsheet]
Escalation Contact	[IP Manager email and phone]

EMPLOYEE ACKNOWLEDGEMENT

I have read and understood this Open-Source Use Policy and agree to comply with its provisions including the requirement for approval before using copyleft-licensed components.

EMPLOYEE	IP MANAGER / TECHNICAL LEAD
Signature: _____	Signature: _____
Name: _____	Name: _____
Employee ID: _____	Date: _____
Date: _____	

IMPORTANT NOTE

AGPL-licensed components are particularly dangerous for SaaS companies — using AGPL code in any software offered as a network service may require you to release your entire application's source code. MongoDB, Elastic, and Redis have all transitioned to SSPL for the same strategic reason. Always check licence versions carefully — MongoDB v4.0+ is SSPL, not AGPL. Template only — not legal advice.

LEGAL OBLIGATIONS AND COMPLIANCE PROCEDURES

8.1 Licence Compliance Obligations. Using open-source software does not mean it is 'free from obligations'. Even permissive licences (MIT, Apache 2.0) require the Company to: (a) retain copyright notices and licence texts in distributed software; (b) not remove or obscure attribution; and for Apache 2.0, (c) include a NOTICE file if one exists. Failing to comply with permissive licence conditions can create liability even though the software is freely available. The OSBOM should track compliance status for each component.

8.2 Dual-Licensed Components. Some open-source projects are available under both a copyleft open-source licence and a commercial licence (e.g. Qt, MySQL, Elasticsearch post-7.10, Redis modules). When using a dual-licensed component, the Company must evaluate which licence applies to its use case. If the Company's use case falls under the copyleft licence (e.g. commercial distribution without open-sourcing), the Company must obtain a commercial licence. The IP team should be consulted before using any dual-licensed component.

8.3 Patent Rights in Open-Source Licences. Some open-source licences include patent grant provisions. The Apache Licence 2.0 includes an express patent licence from contributors. The MIT licence does not. When relying on open-source components for features that may be patented, the IP team should assess whether the licence provides adequate patent protection for the Company's use. In particular, the 'defensive patent termination' clauses in some licences (e.g. Apache 2.0 Clause 3) terminate the patent licence if the Company initiates patent litigation against the project — the IP team must be aware of this before any patent enforcement action.

8.4 Audit Rights of Licence Holders. Certain open-source licences (and particularly commercial open-source licences) may include audit rights allowing the licence holder to verify compliance. The Software Freedom Conservancy, the Free Software Foundation, and other organisations actively enforce open-source licence compliance. A compliance failure discovered through an external audit can result in: public disclosure of the violation; obligation to release proprietary source code; injunction against distribution; and reputational damage. Proactive compliance via the OSBOM and approval process is far cheaper than reactive remediation.