#### **Televes**

## License Agreement & Third party Software Declaration

FULA11200006

This documentation and the relevant programs (both herein referred to as "Software") are protected by copyright.

We gladly accept any information about incorrect or outdated content via ip-division@televes.com

Software is delivered in machine-readable format only (object code format). Under all TELEVES intellectual property rights, TELEVES hereby grants licensee the non-exclusive right to use the Software. Unless agreed for a limited time period, the right to use the Software is for an unlimited time period. Licensee shall be entitled to make a copy exclusively reserved for personal backup purposes (backup copy). Unless granted by mandatory law (including but not limited to Art. 69 German Copyright Act for decompiling), licensee shall not be entitled to modify, disassemble, reverse engineer, decompile or otherwise alter the Software in whole or in part. TELEVES reserves all intellectual property rights except as expressly granted herein. Licensee shall not be entitled to modify or delete alpha-numerical or other identification codes on data median and shall transfer such identification codes onto any legal backup copy. Without the prior written approval of TELEVES, licensee shall not be entitled to transmit any information made available herein.

Modifications of the proprietary software of TELEVES for your own use and reverse engineering for debugging such modifications are herewith permitted to the extent such software components are linked to program libraries under the GNU Lesser General Public License (LGPL). However, forwarding the knowledge acquired during reverse engineering or debugging to third parties is prohibited. Furthermore, you may not redistribute the information obtained from the reengineering or the modified software.

If licensee has received the Software not for commercial purposes of resale (end user), licensee shall be obliged to transmit the right to use the Software to a third party only in connection with the product licensee acquired together with the Software. In the event that licensee transfers the right to use the Software to a third party, licensee shall ensure not to grant further rights to this third party than originally granted to him, and licensee shall ensure to impose this third party the obligations of the present licensee terms. In such case, licensee shall not withhold any backup copy. Licensee shall not be entitled to grant sublicenses. In the event licensee transmits the Software to a third party, licensee shall be responsible for and shall release TELEVES insofar from the compliance of export control laws and obligations.

If and insofar TELEVES provides Software for which TELEVES is only granted a derived right to use (Third Party Software), the license terms for such Third Party Software shall additionally apply and prevail. If Open Source Software is provided, the license terms for such Open Source Software shall additionally apply and prevail. TELEVES shall provide licensee with the corresponding source code of relevant Open Source Software, if the respective license terms of the Open Source Software include such obligation. TELEVES shall inform if the Software contains Third Party Software and/or Open Source Software and make available the corresponding license terms on request.

This Software has been produced with all due care and checked for correctness in accordance with state of the art. TELEVES hereby disclaims all liability and warranties, whether express or implied, relating to this Software's quality, performance or suitability for any specific purpose which deviates from the performance specifications contained in the Software description. TELEVES shall not be liable for damages arising directly or indirectly from the use of the manual or related software, nor for incidental or consequential damages, except in case of intent or gross negligence. TELEVES explicitly disclaims any and all liability for losses of or damage to hardware, software or data in connection with direct or indirect errors or destruction, for cases of damage (including fraud cases) incurred due to deficient or incorrect configurations (including configurations that use insufficient or no password protection) over connections (including but not limited to broadband connections such as DSL, cable/DOSCSIS and fiber optic, also including VoIP or SIP connections), and for any and all costs, including connection charges, related to the Software supplied or due to incorrect installations not performed by TELEVES.

TELEVES shall not be obliged to offer any software services. The information in this Software is subject to change without notice for the purpose of technical improvement.

2020 © Televes, S.A.U. All rights reserved. www.televes.com

The free software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

All copyrights are identified in more detail in the free software source code.

Anyone can obtain the source code of the Open Source Software components on a data carrier if you send a request to our customer service department at the following address within three years after the product has been distributed by us or at least as long as we offer support and spare parts for the product:

TELEVES, S.A.U.
IP Division
Rúa B, de Conxo 17
15706 Santiago de Compostela, SPAIN

**Televes** 

FULA11200006

"Source code TELEVES 100010"

We will charge you EUR 10,- for the creation and shipment of the data carrier. Full documentation of the OSS, the license conditions and copyright notices can be retrieved from the source code of the Open Source Software.

All software of third parties is proved "as is" in the existing condition. Every guarantee, whether express or implicit, especially a concludent warranty of market maturity or applicability for a certain purpose, is precluded.

In no case is an originator or his or her staff liable for any direct, indirect, coincidental, special, exemplary damages or consequential damages (this applies especially the procurement of substitute goods or services; the loss of applicability, of data or profit; or operational failures), no matter how these damages were caused or upon what theory of liability they are based, be it contractual liability, liability regardless of negligence or fault, or tort liability (including negligence or miscellaneous) is shown. This also excludes damages that result in any manner from the use of the software, even if the possibility of such damages was indicated.

Televes, S.A.U.

Rúa B, de Conxo 17

15706 Santiago de Compostela (A Coruña)

Phone number: +34 981 52 22 00

Fax: +34 981 52 22 62

asistenciatecnica@televes.com

This software may include third party software contains under the following licenses:

Licenses of module/program SLF4J:

Copyright (c) 2004-2017 QOS.ch All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Licenses of module/program jmdns:

Apache License Version 2.0, January 2004 http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

#### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition,

#### **Televes**

FUI A11200006

"control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50\%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

- 2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
- 3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
- 4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
- (a) You must give any other recipients of the Work or

#### **Televes**

FUI A11200006

Derivative Works a copy of this License; and

- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

- 5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions.

  Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
- 6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- 8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
- 9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify,

**Televes** 

FULA11200006

defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "{\lbrack}{\rbrack}" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright {\lbrack}yyyy{\rbrack} {\lbrack}name of copyright owner{\rbrack}

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.