

License terms

for the firmware

of the following products of
STIEBEL ELTRON GmbH & Co. KG,
Dr. Stiebel-Str. 33, D-37603 Holzminden
(hereinafter referred to as:
STIEBEL ELTRON):

DHE Connect 18/21/24,

DHE Connect 27,

DHE Touch 18/21/24,

DHE Touch 27,

FFB W Plus Set EU,

FFB T Plus Set EU

- Version: March 2016 (2)-

DEUTSCH

Inhaltsverzeichnis

A. Lizenzbestimmungen für die Firmware der nachfolgend genannten Produkte von STIEBEL ELTRON	3
1. Einleitung	3
2. Lizenzgewährung	3
3. Nutzung der Firmware	3
4. Reverse Engineering	3
5. Nutzung weiterer Dienste	3
6. Schlussbestimmungen	4
B. Auflistung von Drittsoftware mit abweichenden Lizenzbestimmungen	4
7. Einbeziehung der Lizenzbestimmungen für Drittsoftware	4
8. Linux-Kernel und Applikationen	4
C. Lizenzbedingungen für Drittsoftware	4
9. GPL Version 2	23
10. GPL Version 3	27
11. LGPL Version 2.1	36
12. ICU	42
13. ISC	49
14. OpenSSL	49
15. NTP	50

A. Lizenzbestimmungen für die Firmware der nachfolgend genannten Produkte von STIEBEL ELTRON

1. Einleitung

1.1 Für die integrierte Software (Firmware) der folgenden Produkte von STIEBEL ELTRON:

- DHE Connect 18/21/24 (Material-Nr. 234467)
- DHE Connect 27 (Material-Nr. 234468)
- DHE Touch 18/21/24 (Material-Nr. 234459)
- DHE Touch 27 (Material-Nr.: 23460)
- FFB W Plus Set EU (Material-Nr. 235178)
- FFB T Plus Set EU (Material-Nr. 234476)

und die Nutzung dieser Firmware gelten die vorliegenden Lizenzbestimmungen.

1.2 Die Firmware enthält sowohl Software von STIEBEL ELTRON als auch Software, deren Rechte bei Dritten liegen (Drittsoftware), insbesondere Open Source Software. Soweit es sich um Drittsoftware entsprechend der Auflistung in Teil B dieser Lizenzbestimmungen handelt, gehen die jeweiligen Lizenzbedingungen für Drittsoftware entsprechend Teil C dieser Lizenzbestimmungen den übrigen Bestimmungen vor.

2. Lizenzgewährung

- 2.1 Dem Nutzer wird das einfache Recht gewährt, die Firmware zeitlich unbeschränkt auf dem Gerät selbst oder durch Dritte ablaufen zu lassen und zu nutzen.
- 2.2 Eine Übertragung des Nutzungsrechts unabhängig von dem Gerät, auf dem sich die Firmware befindet, wird ausgeschlossen.

3. Nutzung der Firmware

- 3.1 Die Firmware ist ausschließlich zur Nutzung auf dem Gerät vorgesehen. Es ist untersagt, die Firmware außerhalb des Gerätes zu verwenden.
- 3.2 Die Nutzung der Firmware ist weiter auf den bestimmungsgemäßen Gebrauch in Übereinstimmung mit der Dokumentation für das Gerät beschränkt.

4. Reverse Engineering

- 4.1 Die Firmware wird ausschließlich im Objektcode überlassen. Ein Anspruch auf Überlassung des Quellcode besteht grundsätzlich nicht, wobei der Anspruch auf Überlassung des Quellcodes für Open Source Software unberührt bleibt.
- 4.2 Der Nutzer ist nicht zur Rückgewinnung des Quellcodes mittels Reverse Engineering berechtigt, soweit dies nicht ausdrücklich gesetzlich erlaubt ist. Weiter ist es dem Nutzer untersagt, auf andere Weise zu versuchen, die Software außerhalb der vorgesehenen Weise zu beeinflussen, insbesondere bestehende Schutzmechanismen zu umgehen.

5. Nutzung weiterer Dienste

- 5.1 Ein wesentlicher Bestandteil der Firmware kann die Möglichkeit zum Abruf weiterer Dienste sein, die bei bestehender Internetverbindung über das Gerät genutzt werden können.
- 5.2 Dem Nutzer sind in diesem Zusammenhang jegliche Aktivitäten untersagt, die darauf abzielen, die geschützte Kommunikation zwischen dem Gerät und den Systemen für die weiteren Dienste zu manipulieren. Die weiteren Dienste dürfen ausschließlich über das Gerät unter Nutzung der Firmware in Anspruch genommen werden.

6. Schlussbestimmungen

- 6.1 Im Fall der Weitergabe des Gerätes an Dritte ist der Nutzer verpflichtet, diese Lizenzbestimmungen an den Dritten rechtswirksam weiterzureichen.
- 6.2 Im Hinblick auf die Lizenzierung der Software gilt deutsches Recht unter Ausschluss des UN-Kaufrechts.
- 6.3 Die Unwirksamkeit einzelner Regelungen dieser Lizenzbestimmungen lässt die Wirksamkeit der übrigen Regelungen unberührt. In diesem Fall verpflichten sich die Parteien, sich auf wirksame Regelungen zu verständigen, die wirtschaftlich dem intendierten Zweck der unwirksamen Regelungen am nächsten kommen. Dies gilt entsprechend für die Schließung etwaiger Lücken in diesen Lizenzbestimmungen.

B. Auflistung von Drittsoftware mit abweichenden Lizenzbestimmungen

7. Einbeziehung der Lizenzbestimmungen für Drittsoftware

- 7.1 Es wird darauf hingewiesen, dass bei der Nutzung der Firmware auch Open Source Software zum Einsatz kommt. Die Lizenzbestimmungen der Software-Komponenten, die unter Open Source Lizenzen stehen, verlangen regelmäßig, dass der Einsatz von Open Source Software offengelegt wird und die Lizenzbedingungen weitergereicht werden.
- 7.2 Zur Erfüllung dieser Verpflichtungen im Zusammenhang mit der Nutzung von Open Source Software werden die nachfolgend aufgeführten Lizenzbedingungen beigefügt und zum Bestandteil der vertraglichen Vereinbarungen gemacht.

8. Linux-Kernel und Applikationen

- 8.1 Die Software des Gerätes läuft auf einer Linux-Basis. Diese von Quelltexten kompilierte Linux-Basis steht unter GPL Version 2.
- 8.2 Die für das Gerät genutzten Applikationen und deren Bibliotheken stehen unter verschiedenen Lizenzen, die nachfolgend aufgeführt sind.
 - a) GPL Version 2: alsa-utils, bluez_utils, busybox, can-utils, eglibc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procs, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) GPL Version 3: bash, gzip, iw, less, nano, qt, readline, rsync
 - c) LGPL Version 2.1: alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU: icu
 - e) ISC: dhcp, sudo
 - f) OpenSSL: openssl
 - g) NTP: ntp
- 8.3 Es wird darauf hingewiesen, dass die vorstehende Liste keinen abschließenden Charakter hat. Es ist insbesondere solche Drittsoftware nicht aufgeführt, für die keine Verpflichtung zur Offenlegung bzw. Weitergabe bestimmter Lizenzbestimmungen vorgesehen ist (wie etwa bei der MIT-Lizenz).

C. Lizenzbedingungen für Drittsoftware siehe Seite 23

ENGLISH

Contents

A	License terms for the firmware of the following products of STIEBEL ELTRON	6
1.	Introduction	6
2.	Granting of a license	6
3.	Using the firmware	6
4.	Reverse engineering	6
5.	Using other services.....	6
6.	Final provisions	7
B.	List of third party software with different license terms	7
7.	Inclusion of the license terms for third party software	7
C.	License conditions for third party software	7
9.	GPL Version 2	23
10.	GPL Version 3	27
11.	LGPL Version 2.1	36
12.	ICU	42
13.	ISC	49
14.	OpenSSL.....	49
15.	NTP	50

A License terms for the firmware of the following products of STIEBEL ELTRON

1. Introduction

1.1 The following license terms apply to the integrated software (firmware) of the following STIEBEL ELTRON products:

- DHE Connect 18/21/24 (material no. 234467)
- DHE Connect 27 (material no. 234468)
- DHE Touch 18/21/24 (material no. 234459)
- DHE Touch 27 (material no.: 23460)
- FFB W Plus Set EU (material no. 235178)
- FFB T Plus Set EU (material no. 234476)

and to the use of this firmware.

1.2 The firmware contains both STIEBEL ELTRON software and software to which third parties hold rights (third party software), in particular Open Source software. In the case of third party software as listed in Part B of these license terms, the respective license terms for third party software as described in Part C of these license terms take precedence over any other terms.

2. Granting of a license

2.1 The user is granted the indefinite and non-exclusive right for either the user himself or a third party to run and use the firmware on the device.

2.2 This right of use is non-transferable, irrespective of the device on which the software is installed.

3. Using the firmware

3.1 The firmware is intended solely for use on the device. It is prohibited to use the firmware other than on the device.

3.2 Use of the firmware is also restricted to intended use in accordance with the documentation for the device.

4. Reverse engineering

4.1 The firmware is provided solely in the object code. There shall be no possibility of a claim to the source code, although this has no effect on provision of the source code for Open Source software.

4.2 The user is not entitled to recover the source code by means of reverse engineering, unless this is expressly permitted by law. The user is also forbidden to otherwise attempt to influence the software in ways that were not intended, in particular with regard to bypassing existing protection mechanisms.

5. Using other services

5.1 One important element of the firmware can be the possibility of calling up other services that can be used via the appliance when there is an internet connection available.

5.2 In this context, the user is prohibited to perform any activities intended to manipulate the protected communication between the device and the systems for the other services. The other services may only be utilised via the device by using the firmware.

6. Final provisions

- 6.1 If the device is passed on to third parties, the user has an obligation to pass on these license terms to the third parties in a statutory manner.
- 6.2 German law applies with regard to software licensing, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 6.3 If individual provisions of these license terms are or become invalid, this shall not affect the validity of the remaining provisions. In such an eventuality, the parties undertake to agree on a valid provision that in economic terms most closely fulfils the intended purpose of the invalid provision. This applies in the same way to closing any loopholes in these license terms.

B. List of third party software with different license terms

7. Inclusion of the license terms for third party software

- 7.1 It is stressed that Open Source software is also used when the firmware is used. The license terms of the software components covered by Open Source licenses regularly require that the use of Open Source software be disclosed and that the license terms be passed on.
- 7.2 In order to fulfil these obligations in relation to using Open Source software, the license terms listed below are enclosed and made part of the contractual agreements.

8. Linux kernel and applications

- 8.1 The device's software is Linux-based. This Linux basis compiled by the source texts is licensed under GPL Version 2.
- 8.2 The applications used for the device and their libraries are subject to various licenses, these being listed below.
 - a) GPL Version 2: alsa-utils, bluez_utils, busybox, can-utils, eglibc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procps, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) GPL Version 3: bash, gzip, iw, less, nano, qt, readline, rsync
 - c) LGPL Version 2.1: alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU: icu
 - e) ISC: dhcp, sudo
 - f) OpenSSL: openssl
 - g) NTP: ntp
- 8.3 It is stressed that the list above is not exhaustive. In particular, third party software is not listed for which the disclosure and/or dissemination of particular license terms is not obligatory (such as in the case of the MIT license).

C. License conditions for third party software see page 23

FRANÇAIS

Sommaire

A. Conditions de licence pour le micrologiciel des produits STIEBEL ELTRON nommés ci-après	9
1. Introduction	9
2. Concession de licence	9
3. Utilisation du micrologiciel.....	9
4. Rétro-ingénierie.....	9
5. Utilisation d'autres services.....	9
6. Dispositions finales	10
B. Liste des logiciels tiers aux conditions de licence divergentes.....	10
7. Intégration des conditions de licence pour les logiciels tiers.....	10
8. Noyau Linux et applications	10
C. Conditions de licence pour les logiciels tiers.....	10
9. GPL Version 2	23
10. GPL Version 3	27
11. LGPL Version 2.1	36
12. ICU	42
13. ISC	49
14. OpenSSL.....	49
15. NTP	50

A. Conditions de licence pour le micrologiciel des produits STIEBEL ELTRON nommés ci-après

1. Introduction

1.1 Le logiciel intégré (micrologiciel) des produits STIEBEL ELTRON suivants:

- DHE Connect 18/21/24 (réf. pièce 234467)
- DHE Connect 27 (réf. pièce 234468)
- DHE Touch 18/21/24 (réf. pièce 234459)
- DHE Touch 27 (réf. pièce : 23460)
- FFB W Plus Set EU (réf. pièce 235178)
- FFB T Plus Set EU (réf. pièce 234476)

et l'utilisation de celui-ci est soumise sont soumis aux présentes conditions de licence.

1.2 Le micrologiciel contient des logiciels de STIEBEL ELTRON ainsi que de logiciels dont les droits résident auprès de tiers (logiciels tiers), en particulier des logiciels libres. Dans la mesure où il s'agit de logiciels tiers tels que ceux énumérés dans la Partie B des présentes conditions de licence, les conditions de licence respectives des logiciels tiers conformément à la Partie C prévalent sur les autres conditions.

2. Concession de licence

- 2.1 Il est concédé à l'utilisateur le droit élémentaire de faire fonctionner et d'utiliser le micrologiciel pour une durée illimitée sur l'appareil même ou par des tiers.
- 2.2 Toute cession du droit d'utilisation Indépendamment de l'appareil sur lequel se trouve le micrologiciel, toute cession du droit d'utilisation est exclue.

3. Utilisation du micrologiciel

- 3.1 Le micrologiciel est uniquement destiné à une utilisation sur l'appareil. Il est interdit d'utiliser le micrologiciel en dehors de l'appareil.
- 3.2 L'utilisation du micrologiciel est en outre limitée à une utilisation conforme en conformité avec la documentation de l'appareil.

4. Rétro-ingénierie

- 4.1 Le micrologiciel est exclusivement cédé en code objet. Par principe, il n'existe pas de droit à cession du code source, sans préjudice du droit à cession du code source pour les logiciels libres.
- 4.2 L'utilisateur n'est pas en droit de récupérer le code source par rétro-ingénierie dans la mesure où ceci n'est pas expressément permis par la loi. En outre, il est interdit à l'utilisateur d'essayer d'une autre manière à d'influencer le logiciel en dehors de la manière prévue, notamment de contourner les pour contourner des mécanismes de protection existants.

5. Utilisation d'autres services

- 5.1 Un élément essentiel du micrologiciel peut être la possibilité d'accès à d'autres services, qui peuvent être accessibles via l'appareil en cas de connexion internet.
- 5.2 Dans ce contexte, sont interdites à l'utilisateur toutes activités visant à manipuler la communication protégée entre l'appareil et les systèmes pour les autres services. Les autres services ne peuvent être utilisés qu'exclusivement via l'appareil en utilisant le micrologiciel.

6. Dispositions finales

- 6.1 En cas de cession de l'appareil à des tiers, l'utilisateur est obligé de transmettre valablement les présentes conditions de licence à ces tiers.
- 6.2 Quant à la licence du logiciel, le droit applicable est le droit allemand à l'exclusion de la Convention des Nations-Unies sur les contrats de vente internationaux.
- 6.3 L'inefficacité de l'une des présentes conditions de licence n'affectera pas la validité des autres dispositions. Les parties s'engagent dans ce cas à convenir des dispositions efficaces qui se rapprochent économiquement le plus du but poursuivi par les dispositions inefficaces. Ceci vaut également pour combler d'éventuelles lacunes de ces conditions de licence.

B. Liste des logiciels tiers aux conditions de licence divergentes

7. Intégration des conditions de licence pour les logiciels tiers

- 7.1 Il convient de préciser que lors de l'utilisation du micrologiciel, des logiciels libres (Open Source) sont également utilisés. Les conditions de licence des composants logiciels soumis à des licences de logiciel libre exigent régulièrement que l'utilisation de logiciels libres soit divulguée et que les conditions de licence soient transmises.
- 7.2 Afin de remplir ces obligations relatives à l'utilisation de logiciels libres, les conditions de licence listées par la suite sont jointes aux présentes et deviennent partie intégrante des accords contractuels

8. Noyau Linux et applications

- 8.1 Le logiciel de l'appareil tourne sur une base Linux. Cette base Linux compilation de codes sources est sous GPL Version 2.
- 8.2 Les applications utilisées pour l'appareil et leurs bibliothèques sont soumises à différentes licences qui sont listées ci-après.
 - a) GPL Version 2 : alsa-utils, bluez_utils, busybox, can-utils, eglibc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procs, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) GPL Version 3 : bash, gzip, iw, less, nano, qt, readline, rsync
 - c) LGPL Version 2.1 : alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU : icu
 - e) ISC : dhcp, sudo
 - f) OpenSSL : openssl
 - g) NTP : ntp
- 8.3 Il convient de préciser que la liste ci-précédente ne revêt pas un caractère exhaustif. Nous n'avons pas mentionné de logiciels tiers pour lesquels aucune obligation en matière de divulgation ou de transmission de certaines conditions de licences n'a été prévue (comme p.ex. pour la licence MIT).

C. Conditions de licence pour les logiciels tiers voir page 23

NEDERLANDS

Inhoudsopgave

A. Licentiebepalingen voor de Firmware van de hierna genoemde producten van STIEBEL ELTRON	12
1. Inleiding.....	12
2. Licentieverlening	12
3. De Firmware gebruiken.....	12
4. Reverse Engineering.....	12
5. Andere diensten gebruiken	12
6. Slotbepalingen	13
B. Overzicht van software van derden met afwijkende licentiebepalingen	13
7. Integratie van de licentiebepalingen voor software van derden	13
8. Linux-Kernel en toepassingen.....	13
C. Licentiebepalingen voor software van derden	13
9. GPL Version 2	23
10. GPL Version 3	27
11. LGPL Version 2.1	36
12. ICU	42
13. ISC	49
14. OpenSSL.....	49
15. NTP	50

A. Licentiebepalingen voor de Firmware van de hierna genoemde producten van STIEBEL ELTRON

1. Inleiding

1.1 Voor de geïntegreerde software (Firmware) van de volgende producten van STIEBEL ELTRON:

- DHE Connect 18/21/24 (materiaalnr. 234467)
- DHE Connect 27 (materiaalnr. 234468)
- DHE Touch 18/21/24 (materiaalnr. 234459)
- DHE Touch 27 (materiaalnr.: 234460)
- FFB W Plus Set EU (materiaalnr. 235178)
- FFB T Plus Set EU (materiaalnr. 234476)

en het gebruik van deze Firmware gelden de onderhavige licentiebepalingen.

1.2 De Firmware bevat zowel software van STIEBEL ELTRON als software waarvan de rechten in handen zijn van derden (software van derden), met name Open Source Software. Voor zover het om software gaat van derden overeenkomstig de opsomming in deel B van deze licentiebepalingen, hebben de respectieve licentiebepalingen voor software van derden overeenkomstig deel C van deze licentiebepalingen voorrang op de overige bepalingen.

2. Licentieverlening

2.1 De gebruiker wordt het niet-exclusieve recht verleend om de Firmware voor onbepaalde tijd op het toestel zelf of door derden te laten draaien en te gebruiken.

2.2 Een overdracht van het gebruiksrecht onafhankelijk van het toestel, waarop de Firmware zich bevindt, wordt uitgesloten.

3. De Firmware gebruiken

3.1 De Firmware is uitsluitend bedoeld voor gebruik op het toestel. Het is verboden om de Firmware buiten het toestel te gebruiken.

3.2 Het gebruik van de Firmware is verder beperkt tot het beoogde gebruik in overeenstemming met de documentatie van het toestel.

4. Reverse Engineering

4.1 De Firmware wordt uitsluitend in de objectcode ter beschikking gesteld. Het recht op vrijgave van de broncode bestaat in principe niet, waarbij het recht op vrijgave van de broncode voor Open Source Software onverminderd van kracht blijft.

4.2 De gebruiker heeft niet het recht om de broncode door middel van reverse engineering te herstellen, tenzij dit uitdrukkelijk door de wet is toegestaan. Verder mag de gebruiker de software niet op een andere dan de beoogde wijze proberen te beïnvloeden, met name om bestaande beveiligingsmechanismen te omzeilen.

5. Andere diensten gebruiken

5.1 Een essentieel onderdeel van de Firmware kan de mogelijkheid zijn om andere diensten op te vragen die bij een tot stand gebrachte internetverbinding via het toestel kunnen worden gebruikt.

5.2 In dit verband mag de gebruiker geen handelingen uitvoeren die erop zijn gericht om de beschermde communicatie tussen het toestel en de systemen voor de andere diensten te manipuleren. De andere diensten mogen uitsluitend via het toestel met behulp van de Firmware worden gebruikt.

6. Slotbepalingen

- 6.1 Als het toestel wordt doorgegeven aan derden, is de gebruiker verplicht om deze licentievoorwaarden rechtsgeldig aan de derden over te dragen.
- 6.2 De licentieovername van de software is onderworpen aan het recht van de Bondsrepubliek Duitsland onder uitsluiting van het VN-kooprecht.
- 6.3 De nietigheid van afzonderlijke bepalingen van deze licentievoorwaarden heeft geen gevolgen voor de geldigheid van de andere bepalingen. In dit geval binden de partijen zich om geldige bepalingen af te spreken die economisch het dichtst in de buurt komen van het beoogde doel van de ongeldige bepalingen. Dit geldt overeenkomstig voor het vullen van eventuele hiaten in deze licentievoorwaarden.

B. Overzicht van software van derden met afwijkende licentievoorwaarden

7. Integratie van de licentievoorwaarden voor software van derden

- 7.1 Er moet op worden gewezen dat bij het gebruik van de Firmware ook Open Source Software wordt gebruikt. De licentievoorwaarden van de softwarecomponenten met Open Source-licenties vereisen regelmatig dat het gebruik van Open Source Software openbaar wordt gemaakt en dat de licentievoorwaarden worden doorgegeven.
- 7.2 Om aan deze verplichtingen over het gebruik van Open Source Software tegemoet te komen, worden de hieronder vermelde licentievoorwaarden toegevoegd en tot onderdeel van de contractuele overeenkomst gemaakt.

8. Linux-Kernel en toepassingen

- 8.1 De software van het toestel draait op een Linux-basis. Deze uit bronteksten gecompileerde Linux-basis valt onder GPL versie 2.
- 8.2 De voor het toestel gebruikte toepassingen en de bibliotheken ervan vallen onder verschillende licenties die hierna zijn vermeld.
 - a) GPL versie 2: alsa-utils, bluez_utils, busybox, can-utils, eglibc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procs, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) GPL versie 3: bash, gzip, iw, less, nano, qt, readline, rsync
 - c) LGPL versie 2.1: alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU: icu
 - e) ISC: dhcp, sudo
 - f) OpenSSL: openssl
 - g) NTP: ntp
- 8.3 Er wordt op gewezen dat het hierboven vermelde overzicht niet uitputtelijk is. Er is met name geen software van derden vermeld waarvoor geen verplichting voor openbaarmaking of doorgave van bepaalde licentievoorwaarden is voorzien (zoals bij de MIT-licentie).

C. Licentievoorwaarden voor software van derden zie pagina 23

ESPAÑOL

Índice

A. Reglamento de licencia de firmware de los productos mencionados a continuación de STIEBEL ELTRON.....	15
1. Introducción.....	15
2. Concesión de licencia	15
3. Uso del firmware	15
4. Ingeniería inversa.....	15
5. Uso de otros servicios.....	15
6. Disposiciones finales.....	16
B. Listado de software de terceros con reglamentos de licencia diferentes	16
7. Inclusión de los reglamentos de licencia para software de terceros.....	16
8. Kernel de Linux y aplicaciones.....	16
C. Condiciones de licencia para software de terceros	16
9. GPL Version 2	23
10. GPL Version 3	27
11. LGPL Version 2.1	36
12. ICU	42
13. ISC	49
14. OpenSSL.....	49
15. NTP	50

A. Reglamento de licencia de firmware de los productos mencionados a continuación de STIEBEL ELTRON

1. Introducción

1.1 Para el software instalado desde fábrica (firmware) de los siguientes productos de STIEBEL ELTRON:

- DHE Connect 18/21/24 (n.º de material: 234467)
- DHE Connect 27 (n.º de material: 234468)
- DHE Touch 18/21/24 (n.º de material: 234459)
- DHE Touch 27 (n.º de material: 234460)
- FFB W Plus Set EU (n.º de material: 235178)
- FFB T Plus Set EU (n.º de material: 234476)

y el uso de este firmware se aplica el presente reglamento de licencia.

1.2 El firmware contiene software tanto de STIEBEL ELTRON, como software cuyos derechos son titularidad de terceros (software de terceros), especialmente software de código abierto. Siempre que se trate de software de terceros según la lista en la parte B de este reglamento de licencia, las respectivas condiciones de licencia para el software de terceros según la parte C de estas disposiciones tendrán preferencia sobre las restantes disposiciones.

2. Concesión de licencia

2.1 Se concede al usuario el derecho simple de usar sin restricciones temporales el firmware en el dispositivo o a que terceros lo ejecuten y usen en dicho dispositivo.

2.2 Queda prohibida la transmisión del derecho de uso del firmware de forma independiente del dispositivo en el que está instalado.

3. Uso del firmware

3.1 El firmware está previsto para ser usado exclusivamente en un dispositivo. Queda prohibido el uso del firmware fuera del dispositivo.

3.2 El uso del firmware está restringido además al uso previsto por el fabricante en consonancia con la documentación sobre el dispositivo.

4. Ingeniería inversa

4.1 El firmware se entrega exclusivamente en código objeto. Queda excluido cualquier derecho de entrega del código fuente, sin perjuicio del derecho de recibir el código fuente del software de código abierto.

4.2 El usuario no está autorizado a obtener el código fuente mediante ingeniería inversa, salvo que esté expresamente permitido por la ley. Asimismo, se prohíbe también al usuario intentar ejercer cualquier otra influencia sobre el software que difiera de la prevista, especialmente el neutralizar mecanismos de protección instalados.

5. Uso de otros servicios

5.1 Una parte integrante esencial del firmware puede ser la posibilidad de usar servicios adicionales cuando la conexión a Internet del dispositivo está activa.

5.2 En este contexto, está prohibido que el usuario realice cualquier actividad destinada a manipular la comunicación protegida entre el dispositivo y los sistemas de servicios adicionales. Los servicios adicionales se usarán exclusivamente a través del dispositivo y mediante el firmware.

6. Disposiciones finales

- 6.1 En caso de transmisión del dispositivo a terceros, el usuario está obligado a transmitir con efectos legales vinculantes este reglamento de licencia a terceros.
- 6.2 En caso de formalizarse un contrato de licencia se aplicará el derecho alemán excluyendo el derecho de compraventa de la ONU.
- 6.3 Si alguna de las disposiciones de este reglamento resultase ser nula, tal circunstancia no afectará a la validez de las demás disposiciones. En tal caso, las partes se comprometen a acordar disposiciones efectivas que se aproximen todo lo posible al propósito económico perseguido originariamente con la disposición nula. Esto es aplicable de cara a cerrar cualquier laguna que pudiese existir en este reglamento de licencia.

B. Listado de software de terceros con reglamentos de licencia diferentes

7. Inclusión de los reglamentos de licencia para software de terceros

- 7.1 Por la presente se hace notar que, al usar el firmware, también se usa software de código abierto. Los reglamentos de licencia de los componentes de software bajo licencia de código abierto exigen regularmente que se declare abiertamente el uso del software de código abierto y se transmitan sus condiciones de licencia.
- 7.2 Para cumplir con estas obligaciones en relación al uso de software de código abierto se adjuntan las siguientes condiciones de licencia de dicho software, convirtiéndolas en parte integral del acuerdo contractual.

8. Kernel de Linux y aplicaciones

- 8.1 El software del dispositivo se ejecuta en un entorno Linux. Este entorno Linux compilado a partir del código fuente se encuentra bajo la versión GPL 2.
- 8.2 Las aplicaciones usadas para el dispositivo y sus bibliotecas están sujetas a diferentes licencias, que se detallan a continuación:
 - a) Versión GPL 2: alsa-utils, bluez_utils, busybox, can-utils, eglibc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procps, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) Versión GPL 3: bash, gzip, iw, less, nano, qt, readline, rsync
 - c) Versión LGPL 2.1: alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU: icu
 - e) ISC: dhcp, sudo
 - f) OpenSSL: openssl
 - g) NTP: ntp
- 8.3 Se hace notar expresamente que la lista anterior no tiene carácter exhaustivo. En particular, no se menciona expresamente el software de terceros para el que no existe obligación de declaración y/o transmisión de determinadas disposiciones de la licencia (como la licencia MIT).

C. Condiciones de licencia para software de terceros, consulte la página 23

POLSKI

Spis treści

A. Postanowienia licencyjne do oprogramowania firmowego wymienionych niżej produktów firmy STIEBEL ELTRON	18
1. Wstęp	18
2. Udzielenie licencji.....	18
3. Użytkowanie oprogramowania firmowego	18
4. Inżynieria wsteczna.....	18
5. Korzystanie z innych usług.....	18
6. Postanowienia końcowe.....	19
B. Wykaz oprogramowania innych podmiotów z odmiennymi postanowieniami licencyjnymi	19
7. Włączenie postanowień licencyjnych do oprogramowania innych podmiotów	19
8. Linux-Kernel i aplikacje	19
C. Postanowienia licencyjne oprogramowania innych podmiotów.....	19
9. GPL Version 2	23
10. GPL Version 3	27
11. LGPL Version 2.1	36
12. ICU	42
13. ISC	49
14. OpenSSL.....	49
15. NTP	50

A. Postanowienia licencyjne do oprogramowania firmowego wymienionych niżej produktów firmy STIEBEL ELTRON

1. Wstęp

1.1 Niniejsze postanowienia licencyjne obowiązują do zintegrowanego oprogramowania (oprogramowania firmowego) poniższych produktów firmy STIEBEL ELTRON:

- DHE Connect 18/21/24 (nr katalogowy 234467)
- DHE Connect 27 (nr katalogowy 234468)
- DHE Touch 18/21/24 (nr katalogowy 234459)
- DHE Touch 27 (nr katalogowy 23460)
- FFB W Plus Set EU (nr katalogowy 235178)
- FFB T Plus Set EU (nr katalogowy 234476)

oraz użytkownika niniejszego oprogramowania firmowego.

1.2 Oprogramowanie firmowe zawiera zarówno oprogramowanie firmy STIEBEL ELTRON, jak również oprogramowanie, którego prawa przysługują innym podmiotom (oprogramowanie innych podmiotów), w szczególności oprogramowanie Open Source. O ile zgodnie z wykazem w części B niniejszych postanowień licencyjnych chodzi o oprogramowanie innych podmiotów, pierwszeństwo względem innych postanowień mają postanowienia licencyjne oprogramowania innych podmiotów zgodnie z częścią C niniejszych postanowień licencyjnych.

2. Udzielenie licencji

2.1 Użytkownikowi udzielono zwykłego prawa do instalowania i korzystania z oprogramowania firmowego bez ograniczenia czasowego na urządzeniu samodzielnie lub przez osoby trzecie.

2.2 Przenoszenie prawa do użytkowania niezależnie od urządzenia, na którym znajduje się oprogramowanie firmowe, jest wykluczone.

3. Użytkowanie oprogramowania firmowego

3.1 Oprogramowanie firmowe jest przewidziane wyłącznie do użytkowania na urządzeniu. Zabrania się użytkowania oprogramowania firmowego poza urządzeniem.

3.2 Użytkowanie oprogramowania zgodnego jest ponadto ograniczone do użytkowania zgodnego z przeznaczeniem zgodnie z dokumentacją urządzenia.

4. Inżynieria wsteczna

4.1 Oprogramowanie firmowe jest przekazywane wyłącznie w kodzie obiektu. Roszczenie o przekazanie kodu źródłowego zasadniczo nie istnieje, przy czym roszczenie o przeniesienie kodu źródłowego do oprogramowania Open Source pozostaje nienaruszone.

4.2 Użytkownik nie jest uprawniony do odzyskania kodu źródłowego za pomocą inżynierii wstecznej, o ile prawo wyraźnie nie dopuszcza takiej możliwości. Ponadto użytkownikowi zabrania się podejmowania prób wpływania w inny sposób na oprogramowanie w nieprzewidziany sposób, w szczególności pomijania istniejących mechanizmów zabezpieczających.

5. Korzystanie z innych usług

5.1 Istotną częścią oprogramowania firmowego może być możliwość wywołania innych usług, z których można korzystać w przypadku istniejącego połączenia internetowego, za pośrednictwem urządzenia.

5.2 Użytkownikowi zabrania się w związku z tym wszelkich czynności, których celem jest manipulacja chronioną komunikacją między urządzeniem a systemami do innych usług. Z innych usług można korzystać wyłącznie za pośrednictwem urządzenia, korzystając z oprogramowania firmowego.

6. Postanowienia końcowe

- 6.1 W przypadku przekazania urządzenia osobom trzecim użytkownik jest prawnie zobowiązany do przekazania również postanowień licencyjnych.
- 6.2 W odniesieniu do licencjonowania oprogramowania obowiązuje prawo niemieckie z wyłączeniem Konwencji Narodów Zjednoczonych o umowach międzynarodowej sprzedaży towarów.
- 6.3 Nieskuteczność poszczególnych regulacji niniejszych postanowień licencyjnych nie narusza skuteczności pozostałych regulacji. W takim przypadku strony zobowiązują się do uzgodnienia skutecznej regulacji, która będzie najbliższa pod względem gospodarczym zamierzonemu celowi nieskutecznych regulacji. Dotyczy to odpowiednio uzupełnienia jakichkolwiek luk w niniejszych postanowieniach licencyjnych.

B. Wykaz oprogramowania innych podmiotów z odmiennymi postanowieniami licencyjnymi

7. Włączenie postanowień licencyjnych do oprogramowania innych podmiotów

- 7.1 Zwracamy uwagę, że podczas korzystania z oprogramowania firmowego stosowane jest także oprogramowanie Open Source. Postanowienia licencyjne komponentów oprogramowania, dla których obowiązują licencje Open Source, wymagają regularnie, aby stosowanie oprogramowania Open Source było ujawnione, oraz aby zostały przekazane warunki licencji.
- 7.2 Do spełnienia tych zobowiązań w związku z korzystaniem z oprogramowania Open Source dołączone są wymienione niżej warunki licencji oraz stanowią one część uzgodnień umownych.

8. Linux-Kernel i aplikacje

- 8.1 Oprogramowanie urządzenia bazuje na systemie Linux. Ta baza Linuxa skompilowana przez teksty źródłowe podlega licencji w GPL wersja 2.
- 8.2 Aplikacje i ich biblioteki wykorzystywane do urządzenia podlegają pod różne licencje, które są wymienione niżej.
 - a) GPL wersja 2: alsa-utils, bluez_utils, busybox, can-utils, eglbc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procps, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) GPL wersja 3: bash, gzip, iw, less, nano, qt, readline, rsync
 - c) LGPL wersja 2.1: alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU: icu
 - e) ISC: dhcp, sudo
 - f) OpenSSL: openssl
 - g) NTP: ntp
- 8.3 Zwracamy uwagę, że powyższa lista nie ma charakteru zamkniętej. W szczególności nie wymieniono oprogramowania innych podmiotów, w przypadku których nie jest przewidziany obowiązek ujawnienia lub przekazania określonych postanowień licencyjnych (tak jak np. w przypadku licencji MIT).

C. Postanowienia licencyjne oprogramowania innych podmiotów patrz strona 23

ČEŠTINA

Obsah

A. Licenční podmínky k firmwaru následujících produktů společnosti STIEBEL ELTRON	21
1. Úvod	21
2. Udělení licence	21
3. Používání firmwaru	21
4. Reverzní inženýrství	21
5. Používání jiných služeb	21
6. Závěrečná ustanovení	22
B. Seznam softwaru třetích stran s odlišnými licenčními podmínkami	22
7. Začlenění licenčních podmínek pro software třetích stran	22
8. Linuxové jádro a aplikace	22
C. Licenční podmínky pro software třetích stran	22
9. GPL Version 2	23
10. GPL Version 3	27
11. LGPL Version 2.1	36
12. ICU	42
13. ISC	49
14. OpenSSL	49
15. NTP	50

A. Licenční podmínky k firmwaru následujících produktů společnosti STIEBEL ELTRON

1. Úvod

1.1 Pro integrovaný software (firmware) následujících produktů společnosti STIEBEL ELTRON:

- DHE Connect 18/21/24 (č. materiálu 234467)
- DHE Connect 27 (č. materiálu 234468)
- DHE Touch 18/21/24 (č. materiálu 234459)
- DHE Touch 27 (č. materiálu: 234460)
- FFB W Plus Set EU (č. materiálu 235178)
- FFB T Plus Set EU (č. materiálu 234476)

a používání tohoto firmwaru platí stávající licenční podmínky.

1.2 Firmware obsahuje software společnosti STIEBEL ELTRON i software, jehož práva mají v držení třetí strany (software třetích stran), a to zejména software open source. Pokud jde o software třetích stran v souladu se seznamem v části B těchto licenčních podmínek, mají licenční podmínky pro software třetích stran podle části C těchto licenčních podmínek přednost před zbývajícími ustanoveními.

2. Udělení licence

- 2.1 Uživateli je uděleno jednoduché právo nechat firmware časově neomezeně běžet a používat jej na přístroji samotném nebo třetími stranami.
- 2.2 Převod práva k užívání bez ohledu na přístroj, na němž se firmware nachází, je vyloučen.

3. Používání firmwaru

- 3.1 Firmware je určen výhradně k použití na přístroji. Je zakázáno používat firmware mimo přístroj.
- 3.2 Používání firmwaru je dále omezeno na zamýšlené použití v souladu s dokumentací k přístroji.

4. Reverzní inženýrství

- 4.1 Firmware je dodáván výhradně ve formě objektového kódu. Nárok na převod zdrojového kódu v zásadě neexistuje, přičemž nárok na převod zdrojového kódu pro software open source zůstává nedotčen.
- 4.2 Uživatel nemá nárok na zpětné získání zdrojového kódu formou reverzního inženýrství s výjimkou případů výslovně povolených zákonem. Dále je uživateli zakázáno zkoušet jiným způsobem software ovlivnit nad rámec zamýšleného způsobu, zejména obcházet stávající ochranné mechanismy.

5. Používání jiných služeb

- 5.1 Nedílnou součástí firmwaru může být možnost přístupu k dalším službám, které lze využívat při stávajícím připojení k internetu prostřednictvím přístroje.
- 5.2 Uživateli je v této souvislosti zakázána jakákoliv činnost, jejímž cílem je manipulovat s chráněnou komunikací mezi přístrojem a systémy pro další služby. Další služby mohou být používány výhradně prostřednictvím přístroje za použití firmwaru.

6. Závěrečná ustanovení

- 6.1 V případě předání přístroje třetí straně je uživatel povinen předat tyto licenční podmínky právně účinným způsobem třetí straně.
- 6.2 S ohledem na udělování licencí k softwaru platí německé právo s vyloučením kupního práva OSN.
- 6.3 Neúčinnost jednotlivých ustanovení těchto licenčních podmínek nemá vliv na účinnost zbývajících ustanovení. V tomto případě se strany zavazují dohodnout se na účinných ustanoveních, která se co nejvíce budou blížit hospodářsky zamýšlenému účelu neúčinných ustanovení. To platí odpovídajícím způsobem pro odstranění případných mezer v těchto licenčních podmínkách.

B. Seznam softwaru třetích stran s odlišnými licenčními podmínkami

7. Začlenění licenčních podmínek pro software třetích stran

- 7.1 Upozorňujeme, že při používání firmwaru se používá také software open source. Licenční podmínky k softwarovým komponentům, na něž se vztahují licence open source, pravidelně vyžadují, aby používání softwaru open source bylo oznámeno a licenční podmínky byly předány dále.
- 7.2 Ke splnění těchto závazků v souvislosti s používáním softwaru open source jsou přiloženy dále uvedené licenční podmínky a stávají se součástí smluvních dohod.

8. Linuxové jádro a aplikace

- 8.1 Software přístroje běží na bázi Linuxu. Tato báze Linuxu sestavená ze zdrojových kódů je k dispozici pod GPL verze 2.
- 8.2 Aplikace použité pro přístroj a jejich knihovny jsou pod různými licencemi, které jsou uvedeny níže.
 - a) GPL verze 2: alsa-utils, bluez_utils, busybox, can-utils, eglbc, evtest, faad2, fbgrag, fbset, flac, iproute2, iptables, i2c-tools, libcue, libid3tag, libmad, libsamplerate, libtool, lrsz, lzo, lzop, mpd, mpg123, mplayer, mtd, openvpn, picocom, procps, psmisc, sbc, screen, uboot-tools, usbutils, wireless_tools, xz
 - b) GPL verze 3: bash, gzip, iw, less, nano, qt, readline, rsync
 - c) LGPL verze 2.1: alsa-lib, audiofile, avahi, gcc, lame, libdaemon, libglib2, libical, libnl, libsndfile, libusb, pulseaudio, tslib
 - d) ICU: icu
 - e) ISC: dhcp, sudo
 - f) OpenSSL: openssl
 - g) NTP: ntp
- 8.3 Upozorňujeme, že výše uvedený seznam není vyčerpávající. Zvláště není uveden software třetích stran, u něhož neexistuje povinnost k oznámení, resp. dalšímu předání určitých licenčních podmínek (jako např. u licence MIT).

C. Licenční podmínky pro software třetích stran viz strana 23

9. GPL Version 2

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b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

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These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

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15. NTP

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