



i-locate - Indoor/outdoor LOcation and Asset management Through open gEodata (GA 621040)



DELIVERABLE

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D6.10 Licensing policies and SLA

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Dissemination Level		
P	Public	X
C	Confidential, only for members of the consortium and the Commission Services	

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REVISION HISTORY AND STATEMENT OF ORIGINALITY

Revision History

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V1.0	30/08/2015	Giuseppe Conti	TRILOGIS	Final review

Statement of originality:

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1 Table of Acronyms

Acronym	Description
AOP	Aspect-Oriented Programming
BSD	Berkeley Software Distribution
EGNOS	European Geostationary Navigation Overlay Service
EPL	Eclipse Public License
EULA	End User License Agreement
EUPL	European Union Public Licence
GDAL	Geospatial Data Abstraction Library
GNU	Recursive acronym for "GNU's Not Unix!"
GPL	General Public License
JVM	Java Virtual Machine
MIT	Massachusetts Institute of Technology
MPL	Mozilla Public License
PSF	Python Software Foundation
SBAS	Satellite-Based Augmentation Systems
SDK	Software Development Kit
SISNeT	Signal-In-Space through Internet
SLA	Service Level Agreement

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3 Licensing policies

3.1 Legal status of third party technologies being used

The i-locate middleware is partly making use of third party technologies, especially libraries. This section describes the legal terms under which such third party technologies are being made available and the legal implications of using them in the project, assessing the legal constraints induced.

3.1.1 AOP Alliance

Description of the technology

The AOP Alliance aims to ensure interoperability between Java AOP implementations by providing standard interfaces common among the different frameworks and implementations.

Licensing terms

All code from the AOP alliance is released in the public domain. Anyone is free to copy, modify, publish, use, compile, sell, or distribute the software thus released.

Use of the technology in i-locate and legal impact

Any kind of use of the source code made available from the AOP Alliance is possible, without any impact on the future license chosen for the i-locate toolkit.

3.1.2 Apache Tomcat

Description of the technology

Apache Tomcat™ is an open source software implementation of the Java Servlet, JavaServer Pages, Java Expression Language and Java WebSocket technologies.

Licensing terms

Apache Tomcat is being licensed under the Apache License, Version 2.0. The terms of the license are as follows:

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Apache Tomcat is being used in i-locate for spatial data management purposes. Any kind of use of the software is possible and will have no impact on the future license chosen for the i-locate toolkit. The Apache v2 license is compatible with the distribution of further derivative works under other open source licenses or even as proprietary software, since as here above indicated, modifications of the original software can be released under different license terms, provided that the original copyright notice and disclaimer are being preserved in subsequent releases.

3.1.3 Cassandra

Description of the technology

Cassandra is a highly scalable, eventually consistent, distributed, structured key-value database.

Licensing terms

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Use of the technology in i-locate and legal impact

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3.1.4 EGNOS toolkit

Description of the technology

The EGNOS Toolkit provides a set of tools to work with Satellite-Based Augmentation Systems (SBAS), especially EGNOS. It is based on the EGNOS SDK and includes SISNeT tools.

Licensing terms

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The EGNOS toolkit is released under the European Union Public Licence (EURL) v1. The terms of the license are as follows:

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Use of the technology in i-locate and legal impact

Although the EURL license is copyleft, the EGNOS toolkit has not been integrated into the i-locate toolkit and has therefore no impact on the license to be chosen for releasing the software, which is neither to be considered a modification nor a derivative work of the EGNOS Toolkit.

3.1.5 GDAL - Geospatial Data Abstraction Library

Description of the technology

GDAL is a translator library for raster and vector geospatial data formats that is released by the Open Source Geospatial Foundation. As a library, it presents a single raster abstract data model and vector abstract data model to the calling application for all supported formats. It also comes with a variety of useful command line utilities for data translation and processing.

Licensing terms for the technology

GDAL is licensed under the MIT license. The terms of the license are as follows:

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Use of the technology in i-locate and legal impact

The use of GDAL whatsoever has no impact on the choice of a license for the i-locate toolkit, the MIT License placing almost no restrictions on what can be further done with the licensed source code. Further developers are free to use GDAL in any further project (including commercial ones) as long as the original copyright header is left intact.

3.1.6 Geoserver

Description of the technology

GeoServer is an open source server for sharing geospatial data.

Licensing terms for the technology

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Use of the technology in i-locate and legal impact

Any Software code integrating Geoserver is to be released under the same GPL license as the original code. This however does not apply to a mere use of Geoserver for sharing and displaying geoinformation. In such a context, the use of Geoserver in the i-locate project does not prevent the toolkit from being released under another type of open source license and has no legal impact on the project.

3.1.7 Geotools

Description of the technology

GeoTools is an open source Java library that provides tools for geospatial data.

Licensing terms for the technology

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Geotools is of interest for use in the i-locate's spatial solver. Apart from releasing the entire toolkit under a GPL or LGPL license, the following option can be considered for any derivative work based on the software:

Independent sections of code can be released under any other licence, provided that there is a mention that the work is based on Geotools and that any modified version of the library itself is fully made available separately under LGPL (by linking dynamically the toolkit to such modified library and giving prominent notice to all future users of the toolkit on where to find it).

3.1.8 Gson

Description of the technology

Gson is a Java library that can be used to convert Java Objects into their JSON representation. It can also be used to convert a JSON string to an equivalent Java object. Gson can work with arbitrary Java objects including pre-existing objects that you do not have source-code of.

Licensing terms for the technology

The Gson library is available under an Apache License, version 2.0. The terms of the license are as follows:

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Gson is intended for use in the geofencing module in i-locate. Under the terms of the Apache 2 license, Apache or other license terms can be chosen for the future release of this module, provided that there is proper mention that the toolkit is making use of Gson and that future users are given a copy of the Apache v2 license.

3.1.9 Hibernate

Description of the technology

Hibernate is an Object/Relational Mapping (ORM) framework, allowing developers to more easily write applications whose data outlives the application process.

Licensing terms for the technology

Hibernate is released under the LGPL V2.1. The terms of the license are as follows:

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Use of the technology in i-locate and legal impact

Hibernate is considered for use in the asset management module in i-locate. Apart from releasing the entire toolkit under a GPL or LGPL license, the following option is available:

- the toolkit can be released under any other licence, provided that there is a mention that the work is based on Hibernate and that the whole modified version of the library itself is made available separately under LGPL (by linking dynamically to it and giving prominent notice to all future users of the toolkit on where to find it).

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3.1.10 Javassist

Description of the technology

Javassist (Java Programming Assistant) is a class library for editing bytecodes in Java; it enables Java programs to define a new class at runtime and to modify a class file when the JVM loads it.

Licensing terms for the technology

Javassist is made available under the triple license of the MPL, the LGPL, and the Apache License.

Use of the technology in i-locate and legal impact

The use of Javassist has no impact on releases under the i-locate project, provided that one of the here above licenses is being used. The triple license allows individual developers to take code, modify it, and redistribute it using only one of the licenses, although if they want to have their changes incorporated into the official source code of Javassist, they must make them available under the same triple license that the original project uses.

3.1.11 JBoss

Description of the technology

JBoss is a middleware portfolio for open hybrid cloud environments, aimed at accelerating application development, deployment, and performance, integrating data and applications efficiently, and automating business processes across physical, virtual, mobile, and cloud environments.

Licensing terms for the technology

JBoss is released under the LGPL license, version 3. The terms of the license are as follows:

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3.1.12 jQuery Mobile

Description of the technology

jQuery Mobile is a HTML5-based user interface system designed to make responsive web sites and apps that are accessible on all smartphone, tablet and desktop devices.

Licensing terms for the technology

jQuery Mobile is licensed under the MIT license. The terms of the license are as follows:

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Use of the technology in i-locate and legal impact

jQuery Mobile is considered in i-locate for the crowdsourcing component in the toolkit. This has no impact on the choice of a license for the toolkit, the MIT License placing almost no restrictions on what can be further done with the licensed source code. Further developers are free to use jQuery Mobile in any further project (including commercial ones) as long as the original copyright header is left intact.

3.1.13 OpenTrip Planner

Description of the technology

OpenTripPlanner (OTP) is an open source multi-modal trip planner, which runs on Linux, Windows, or potentially any platform with a Java virtual machine. As of Spring 2013, the code is under active development, with a variety of deployments around the world. OpenTripPlanner is presently at version 0.9. It is a member project of Software Freedom Conservancy, a 501(c)(3) organization incorporated in New York, USA.

Licensing terms for the technology

OTP is released under the LGPL license, version 3. The terms of the license are as follows:

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a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or

b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the object code with a copy of the GNU GPL and this license document.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version (if you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

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You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

Use of the technology in i-locate and legal impact

TU/E has used the source code of Open Trip Planner, modified it, combined it and embedded it into the i-locate toolkit.

As here above indicated, requirements are to:

- release the entire toolkit in which the modified OTP library is embedded under a GNU GPL or LGPL v3.0 license, or
- release the non OpenTripPlanner-related parts of the toolkit under any other licence, but indicate that the work is based on the OTP library and make the modified version of the library itself available somewhere under the LGPL v3 licence (linking dynamically to it and giving prominent notice to all future users of the toolkit on where to find it).

3.1.14 Paho

Description of the technology

Paho is an open-source client implementation of MQTT and MQTT-SN messaging protocols aimed at new, existing, and emerging applications for Machine-to-Machine (M2M) and Internet of Things (IoT).

Licensing terms for the technology

Paho is released under the Eclipse Public License (EPL). The terms of the license are as follows:

Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
 - i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

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ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Use of the technology in i-locate and legal impact

The PahoMQTT library is of interest for use in the geofencing module of i-locate. The EPL is very flexible as far as the distribution of derivative works is concerned. It provides the ability to commercially license binaries under any other license, provided that source code of the library itself is being kept available under the terms of the EPL.

3.1.15 PostGIS

Description of the technology

PostGIS is a spatial database extender for PostgreSQL object-relational database. It adds support for geographic objects allowing location queries to be run in SQL.

Licensing terms for the technology

POSTGIS is distributed under The GNU General Public License (GPL-2.0). The terms of the license are as follows:

You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

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.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself

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is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

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.

Use of the technology in i-locate and legal impact

Software integrating PostGIS and/or modifications of PostGIS are to be released under the same GPL license as PostGIS. However, this does not apply to work separable from PostGIS or merely aggregated with the programme. In such a context, the use of PostGIS in the i-locate project does not prevent the toolkit from being released under another type of open source license.

3.1.16 PostgreSQL

Description of the technology

PostgreSQL is a powerful, open source object-relational database system.

Licensing terms for the technology

PostgreSQL is released under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT licenses. Terms of the license are as follows:

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies.

In no event shall the University of California be liable to any party for direct, indirect, special, incidental, or consequential damages, including lost profits, arising out of the use of this software and its documentation, even if the University of California has been advised of the possibility of such damage.

The University of California specifically disclaims any warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. the software provided hereunder is on an "as is" basis, and the University of California has no obligations to provide maintenance, support, updates, enhancements, or modifications.

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Use of the technology in i-locate and legal impact

PostgreSQL is relevant for use for the spatial solver in i-locate. That use has no impact on future releases. Similar to the MIT license, the license used for PostgreSQL places almost no restrictions on what can be further done with the licensed source code. Further developers are free to use the software in any further project (including commercial ones) as long as the original copyright header and disclaimer are left intact.

3.1.17 Python

Licensing terms for the technology

The Python programming language is being made available under the following terms:

This LICENSE AGREEMENT is between the Python Software Foundation (“PSF”), and the Individual or Organization (“Licensee”) accessing and otherwise using Python 3.4.3 software in source or binary form and its associated documentation.

Subject to the terms and conditions of this License Agreement, PSF hereby grants Licensee a nonexclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use Python 3.4.3 alone or in any derivative version, provided, however, that PSF’s License Agreement and PSF’s notice of copyright, i.e., “Copyright © 2001-2015 Python Software Foundation; All Rights Reserved” are retained in Python 3.4.3 alone or in any derivative version prepared by Licensee.

In the event Licensee prepares a derivative work that is based on or incorporates Python 3.4.3 or any part thereof, and wants to make the derivative work available to others as provided herein, then Licensee hereby agrees to include in any such work a brief summary of the changes made to Python 3.4.3.

Use of the technology in i-locate and legal impact

The use of Python has no impact on the future license chosen for releasing the i-locate toolkit. All Python licenses let users distribute a modified version without necessarily making changes open source.

3.1.18 RabbitMQ

Description of the technology

RabbitMQ is a messaging broker. It allows applications to connect to each other, as components of a larger application, or to user devices and data. Messaging is asynchronous, decoupling applications by separating sending and receiving data.

Licensing terms for the technology

RabbitMQ is released upon MPL v1.1. The terms of the license are as follows:

"Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

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"Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is: A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications. B. Any new file that contains any part of the Original Code or previous Modifications.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims: (a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute.

Use of the technology in i-locate and legal impact

RabbitMQ has been potentially considered in i-locate for handling notifications and messages.

As here above indicated, MPLv1.1. allows to release some new work based on RabbitMQ under any licence, provided that the modified portions of original code are being released under the original MPL v1.1.

3.1.19 Spring

Description of the technology

Spring is a set of tools for building JVM-based systems and applications.

Licensing terms for the technology

Spring tools are released under the Eclipse Public License (EPL). The terms of the license are as follows:

Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:

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- i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

- a) it must be made available under this Agreement; and
- b) a copy of this Agreement must be included with each copy of the Program.

Use of the technology in i-locate and legal impact

Spring tools are being used for the development of the spatial solver in i-locate. This has no impact on future releases since the EPL is very flexible as far as the distribution of derivative works is concerned. It provides the ability to commercially license binaries under any other license, provided that source code of the library itself is being kept available under the terms of the EPL.

3.1.20 WSO2 identity Server

Description of the technology

The WSO2 Identity Server enables enterprise architects and developers to improve customer experience by reducing identity provisioning time, guaranteeing secure online interactions, and delivering a reduced single sign-on environment.

Licensing terms for the technology

The WSO2 Identity Server is available under an Apache License, version 2.0. The terms of the license are as follows:

- 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 Derivative Works as a whole, provided your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License, that is to say:
- you must give any other recipients of the Work or Derivative Works a copy of the Apache License, version 2; and
- you must cause any modified files to carry prominent notices stating that You changed the files; and

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- 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

- 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.

Use of the technology in i-locate and legal impact

The WSO2 Identity Server has been modified and integrated into the first version of the i-locate toolkit. That has no major impact on the future release of the software, which can be done under any license, provided that there is proper mention that the toolkit is making use of the WSO2 Identity Server and that future users are given a copy of the Apache v2 license.

3.2 License chosen for the geoportal and the toolkit

The geoportal and open source toolkit in i-locate have finally been released under the Apache License, Version 2.0.: <http://www.apache.org/licenses/LICENSE-2.0>. This license allows to disseminate those technologies with a very high level of choice and flexibility as far as future developments are concerned. Different options are available to further contributors and developers in the project for their own derivative works, the Apache v2 license being compatible with both other open source licenses and the release of derivative works under proprietary terms and conditions: "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".

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4 Service Level Agreement - SLA

This section provides a template for a Service Level Agreement between i-locate technical service providers and recipients/customers in the project, aimed at governing the relationships between the two parties in terms of availability and performance of the service being supplied, as well as rights and obligations of the parties.

This template is meant to be used by the partners for the pilots implemented in i-locate and any future contractual relationships they may enter into during the duration or after the end of the i-locate project, in the context of further client applications involving customers and end users. It is not meant to be applicable to the i-locate geoportal and toolkit, which are being governed by the following service terms:

"This software is a collaborative project distributed open source and free of charge under the terms of the Apache v.2 license. Support is available through our documentation and our discussion groups. Please note that anyone contributing to those groups is personally responsible for what they say and that although we are interested in your feedback, contributors are under no obligation to address bugs, enhancements, or provide answers to questions".

The service level agreement is not meant to be static and should reflect not only any foregoing changes in the services being delivered, but also the individual service delivery processes and service level expectations discussed and agreed upon between technical service providers and the current and future recipients of the services being offered.

4.1 Standard terms of service

4.1.1 Definitions

“Fix(es)” means a correction that creates or restores full compliance with the applicable requirements.

“Updates” means minor releases of the IT System consisting primarily of standard bug Fixes and patch releases that are generally provided by Licensor. Unless Licensor, at its sole discretion, decides to integrate them in the version of the IT System covered by this SLA, Updates do not include: (i) new or additional functionalities to IT System, (ii) any major software releases, functional enhancements and/or performance improvements, and (iii) new or separate product offerings.

“Workaround” means a temporary solution which does not create or restore full compliance with the applicable requirements, and which can be used for a short period of time only. The implementation of a workaround reduces the severity of a case according to the severities definition hereunder.

4.1.2 Purpose of the SLA

Subject to the terms of an end user license agreement (“EULA”), Service Provider provides Client with access to geolocation products and associated services (the “IT System”). This service level agreement (“SLA”) sets the terms under which the IT System will be maintained and supported by Service Provider. A more thorough description of the IT System is provided in Appendix to this

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SLA. Any Updates made to the IT System by Service Provider, at its sole discretion and from time to time during the Term of this SLA, will be included in the services provided hereunder by Service Provider, at no extra cost for Client.

4.1.3 Availability of the IT System

Service Provider will use all reasonable efforts to make the IT System available twenty-four (24) hours per day, seven (7) days a week EXCEPT in case of:

- Scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, operations reconfiguration or maintenance work by Service Provider's hosting partner. Client will be informed at least [forty (40)] Working Hours in advance and upon written of any scheduled downtime for systems maintenance by either Service Provider or its hosting partner. Service Provider will do its best efforts to limit unavailability of the IT System and inconvenience to Client.
- Unscheduled downtime caused by external forces beyond the control of Service Provider, including but not limited to hardware failures, or downtime caused by Client's own network or infrastructure.

Except as set out here above, Service Provider aims at an availability of [99]% for the IT System.

- Responsibilities of Service Provider

Service Provider warrants and commits to Client that:

- the IT System will generally operate in accordance with the specifications and description provided in Appendix to this SLA,
- Service Provider will not alter the design, scope, platform, base code or development roadmap of the IT System so that it materially diminishes the overall features and functionality of the IT System as described in Appendix to this SLA, and
- Service Provider will provide standard maintenance and updates to the IT System so that it does not materially deviate from those overall features and functionality during standard life cycles.

In case of problems related to alleged computer errors or defects in the IT System ("Error(s)"), Service Provider will classify the Errors reported based on the severity of the deviation experienced versus the standard features and functionality of the IT System as described in Appendix to this SLA.

Errors will be classified as follows:

- **Fatal.** The Error reported renders the IT System inoperative. When attempting to use the IT System, user is prevented from performing a necessary function and there is no acceptable Workaround.
- **Severe.** A major functionality of the IT System is experiencing a problem that substantially degrades performance of the IT System and causes major inconvenience to the user, causing a major feature to be unavailable or substantially impaired. A Workaround may exist but it has high user impact.

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- **Medium.** An important function of the IT System is experiencing an intermittent problem or a common non-essential operation is failing consistently, degrading the performance of the IT System or restricting Client's use of the IT System by prohibiting Client from using one or more of the functionalities of the IT System, which cannot be considered however as main functionalities.
- **Minor.** Any lower severability case, such as a common non-essential operation is failing consistently, causing only a minor impact on the use of the IT System.

In case of reported Errors, Service Provider will provide the following services:

- **Fatal Error.** Service Provider shall allocate resources to work continuously during Working Hours to solve the problem as soon as possible and provide a Fix for the Error. If the Error can be circumvented by a Workaround that will be communicated to Client and the Error will be reclassified accordingly.
- **Severe or Medium Error.** Service Provider shall exercise commercially reasonable efforts to provide a Fix for the Error.
- **Minor Error.** Service Provider may include the Update or Fix for the Error in the next Update of the IT System.

Service Provider may supply solutions for reported Errors either in the form of a Workaround, a Fix or an Update of the IT System, whichever is necessary.

4.1.4 Responsibilities of Client

Client is sole responsible for the reporting of Errors to Service Provider in accordance with the support procedures set forth in section 4.1.5 "Support procedures".

Client shall reasonably cooperate with Service Provider and provide relevant information to enable Service Provider to identify, reproduce, troubleshoot and resolve the Error experienced or at least picture the problem better. Furthermore, Client shall be responsible for allowing Service Provider to access the IT System as needed for the purposes of maintenance, Updates or fault prevention and for following all appropriate resolution procedures and requirements, as specified by Service Provider.

4.1.5 Support procedures

Support includes Web ([support ticket system], e-mail and chat) and phone support from Service Provider, available [Monday–Friday, 8:30 AM to 4:30 PM CET] time, except Service Provider's legal holidays ("Working Hours").

4.1.6 Limitation and exclusions

Except as set forth in this SLA, Service Provider makes no warranty regarding the availability or performance of the IT System.

Required technical capabilities for developing, implementing and operating the IT System ("IT System Prerequisites") as well as supported equipment and operating systems have been clearly identified between Service Provider and Client and are listed in Appendix to this SLA. This SLA

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does not apply to any Error caused by hardware, software, equipment or other services (i) not listed in Appendix to this SLA or (ii) not purchased via or managed by Service Provider.

Additionally, Service Provider will have no obligation to support Client for Errors caused by Client's negligence, abuse or misapplication of the IT System or Errors resulting from any other cause beyond the control of Service Provider, including without limitation acts of God or nature, labor disputes, riots, terrorist acts and sovereign acts of any federal or state government.

4.1.7 Non-exclusive and subcontracting

Service provider is fully responsible for the services and performance of its subcontractors and any other providers that it may use to deliver services to Client under this SLA. All subcontractors or other providers employed by Service Provider, if any, shall be made aware of and subject to all provisions of this SLA.

Nothing in this SLA is intended to restrict Client from entering into service agreements with third parties. However, Service Provider provides no warranties for Errors resulting from such third-party services, if any.

Client acknowledges that Service Provider provides professional services for other parties and agrees that nothing herein will be deemed or construed to prevent Service Provider from carrying on such services.

4.1.8 Intellectual property

Service Provider will have the right to use techniques, methodologies, tools, ideas and other know-how gained during the performance of the services set forth in this SLA in the furtherance of its own business and to perfect all other intellectual property rights related thereto, including patent, copyrights (except as otherwise stated below) trademark and trade secrets.

4.1.9 Term and termination

This SLA becomes effective upon signature by Client and Service Provider ("Effective Date"). The IT System is made available to Client under the terms of an end user license agreement ("EULA"), duly accepted and signed by Client and Service Provider. This SLA is not an amendment to such EULA but is a separate binding agreement that incorporates the terms and conditions of any such EULA related to Term. This SLA shall remain in force for the duration of the EULA or whatsoever, for a maximum duration of three (3) years. Termination of the client relationship between Client and Service Provider under the terms of the EULA automatically induces the termination of this SLA.

4.1.10 Survival

The respective rights and obligations under section 4.1.8 "Intellectual property" of this SLA will survive its Term or Termination, as well as any pending obligations related to Errors reported pursuant to this SLA between its Effective Date and its Term or Termination for any reason.

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4.1.11 General provisions

Choice of law. This EULA will be governed by and construed in accordance with the laws of [Italy]. Any dispute or litigation under this SLA will be submitted to the Courts of [Italy].

Amendment and complete understanding. This SLA, including Appendix, constitutes the final and complete agreement between Client and Service Provider regarding the subject matter hereof. The terms and conditions of this SLA may not be changed except by an amendment in writing, which references this SLA and is signed by an authorised officer of each party. Terms of this SLA supersede the terms of all other agreements, whether written or oral, between the parties hereto relating to the subject matter hereof.

Invalid or unenforceable provision. If any provision of this SLA is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the SLA. Those shall remain valid and enforceable under the terms and conditions stipulated herein.

No implied waiver. A party's failure to exercise or delay in exercising any right, power or privilege under this SLA shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

4.1.12 Appendix

IT System summary	<i>Description</i>
Products provided	<i>Description</i>
Services provided	<i>Description, e.g. development of custom software for the IT System and deployment of the IT System</i>
IT System Prerequisites	<i>Description – To be filled in</i>
Supported equipment and operating systems	<i>Description – To be filled in</i>

4.2 Additional service terms

The previous section includes general statements regarding the service availability (i.e., uptime) and statements that services will be performed, or provided, in accordance with professional standards. This section provides additional terms and conditions, to be adapted on a case by case basis, and defining more precisely the performance targets for the client systems in i-locate,

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support level commitments and what penalties may be applied to the technology providers in i-locate should they fail to meet those service levels.

4.2.1 Definitions

“Resolution” means providing a Fix or Workaround for Errors reported.

“Downtime” means no response from the IT System during more than [one (1)] Working Hour.

4.2.2 Performance metrics

As a complement or substitute to the general guidelines set forth in section · “Responsibilities of Service Provider” of this SLA, Service Provider will classify Errors reported by Client according to deviation versus the following performance metrics:

Criteria	Standard level	Error levels			
		Fatal	Severe	Medium	Minor
Capacity	≤ [10] location events per second per defined area	No location event at all	≤ [10] location events per [1] hour	≤ [10] location events per [5] minutes	≤ [10] location events per [30] seconds
Latency	≤ [5] seconds	> [2] hours	> [1] hour ≤ [2] hours	> [5] minutes ≤ [1] hour	≥ [30] seconds ≤ [5] minutes
Maximum location update rate	[1 position update per device per second]	No position update per device during more than [5] hours	position update per device ≥ [1 hour] ≤ [5] hours	position update per device ≥ [5] minutes ≤ [1 hour]	position update per device ≥ [30] seconds ≤ [5] minutes
Accuracy	≤ 2.5 meters	None	> 10 meters	> 5 meters ≤ 10 meters	> 2.5 meters ≤ 5 meters

4.2.3 Support level objectives

Depending on the severity of errors reported, Service Provider warrants the following levels of support for the IT System:

4.2.3.1.1.1.1.1 Severity	4.2.3.1.1.1.1.2 Support level targets	
	Response time (taking into account Working Hours only)	Resolution time (taking into account Working Hours only)



Fatal	Notice of receipt of notice of the Error and classification as fatal must be sent by Service Provider within [2] hours	≤ [16] hours
Severe	Response to Client and classification of the Error as severe be sent by Service Provider within [12] hours	≤ [24] hours
Medium	Receipt of notice of the Error and classification as medium must be sent by Service Provider within [24] hours	≤ [48] hours
Minor	Response to Client and classification of the Error as minor must be sent by Service Provider within [48] hours	≤ [96] hours

For the purposes of this SLA, response and resolution times are deemed to begin at the time Client notifies Service Provider of an Error in accordance with the procedures set forth in section 4.1.5 “Support procedures” of this SLA.

Service Provided is deemed to have responded when it has replied to Client’s initial request, to either provide a solution or request further information. This may be in the form of an e-mail or the issuance of a support ticket. Telephone support queries shall always be accompanied by a corresponding written support request from Client, sent through the web or by e-mail to Service Provider.

Resolution times exclude any periods of time where Service Provider is waiting for issues such as an information from Client to debug an Error, confirmation that an issue has been resolved or web connectivity fails or slows significantly due to reasons which are not under Service Provider’s sole responsibility and control.

4.2.4 Penalties

In the event that the IT System experiences Downtime anytime during any contractual year, for other reasons than scheduled or unscheduled maintenance under the terms of section 4.1.3 “Availability of the IT System” of this SLA or any exclusion under the terms of section 4.1.6 “Limitation and exclusions”, Client may be entitled payment of [100%] of the Penalty Fee set forth hereunder per Downtime experienced.

Should Service Provider fails to comply with the support level objectives specified in section 4.2.3 “Support level objectives”, the following penalties shall moreover apply:

4.2.4.1.1.1.1 Non-compliance with an Error of severity:	4.2.4.1.1.1.2 Penalty per non-compliance event:
Fatal	5% of Penalty Fee
Severe	2% of Penalty Fee
Medium	1% of Penalty Fee



Minor	No penalty
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The maximum amount of penalties due by Service Provider per contractual year hereunder is capped to [2,400 Euros].

THE PENALTY FEE DESCRIBED IN THIS SECTION PROVIDES CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ERRORS.

For the purpose of this SLA, the Penalty fee is set as follows:

- Yearly licensee fee for the IT System according to EULA: [2,400 Euros]
- Penalty Fee = [2,400 Euros % 12 = 200 Euros]
- This amount is exclusive of taxes.

4.2.5 Payment request procedure

Requests for the payment of penalties must be made by e-mail to Service Provider's contact person hereunder within fifteen (15) days of the non-compliance event for which penalties are requested, and must include:

- the date and time when the related Downtime or Error was reported,
- the duration during which the problem remained unresolved,
- the severity of the Error as set forth by Service Provider or Client by default.

4.2.6 Exclusions

Service Provider shall not be liable for the payment of any penalties not requested in accordance with the payment request procedure set forth in section 4.2.5 "Payment request procedure" or in connection with any Error or failure to meet the SLA that is caused by or associated with any of the following:

- scheduled or unscheduled maintenance under the terms of section 4.1.3 "Availability of the IT System" of this SLA,
- any exclusion under the terms of section 4.1.7 "Non-exclusive and subcontracting" of this SLA.

4.2.7 Contact Persons

Client and Service Provider nominate the following representatives who are responsible for the implementation and maintenance of the support services set forth herein:

- For Client: [...]
- For Service Provider: [...]

Either party can nominate new or substitute representatives by written notice to the other party.

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4.2.8 Survival

Any payment obligations incurred pursuant to this SLA at the time of Term or Termination, will survive the expiration of this SLA or its Termination for any reason.

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5 Annex I: IPR survey

The following is the template used in i-locate for the technical partners to report on the third party or existing technologies they intended to integrate into the i-locate toolkit, for review of their status and potential impact on the licensing policies to be chosen in the project.

IPR Survey for i-locate technologies

Abstract

This document is aimed at gathering data on the **current status of any proprietary or third party technology intended to be used in future i-locate developments from the point of view of intellectual property rights.**

Please:

- fill in a table for any existing software or hardware you intend to “use” for your developments (see example here below)
- attach any further relevant legal documentation which may be available for the tools listed in the survey (e.g. terms and conditions, standard license agreements)
- send the survey and further related documents back to:

catherine.delevoe@technoport.lu

The survey is part of task T6.6 *IPR Management and SLA Definition*. It is aimed at identifying any potential IPR-related risks or conflicts of rights, which may restrict exploitation opportunities and freedom in the future definition of the i-locate *Licensing policies and SLA (D.6.10)*.

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Technology n° X: [Technology name]

Short description of the technology	
Version / Release	
Legal owner of the technology	<i>i-locate partner ? third party ?</i>
Type of agreement under which the technology is being made available	<i>Please specific the type of license (including version/release date) or other contract in place for the tool (e.g. IP assignment or transfer agreement)</i>
Purpose of the use	<i>e.g. standalone use, integration with other tools, internal modifications being performed, ...</i>
i-locate partner(s) involved	
Legal Rights currently secured or granted	
Relevant extracts of legal terms	
Links and/or attachments for further information	



**Contact person for
further details**

if any, e.g. legal contact at your organisation