Public License for free5GC Software version 2.0.0

-Personal and Non-commercial use only

PLEASE REVIEW THIS PUBLIC LICENSE ("LICENSE") CAREFULLY BEFORE USING OR UTILIZING FREE5GC SOFTWARE VERSION 2.0.0 PUBLISHED BY THE COMMUNICATION SERVICE/SOFTWARE LABORATORY OF NATIONAL CHIAO TUNG UNIVERSITY ("LABORATORY"), INCLUDING, BUT NOT LIMITED TO, PROGRAMS, SYSTEM LIBRARIES AND USER INTERFACE, IN SOURCE CODE OR OBJECT CODE FORM, AND ASSOCIATED DOCUMENTATION (COLLECTIVELY, "SOFTWARE").

PLEASE NOTE THE PUBLISHED VERSION OF THE SOFTWARE OR ITS DERIVATIVE WORK ARE FOR YOUR INTERNAL, PERSONAL AND NON-COMMERCIAL USE ONLY. IF YOU DESIRE TO USE THE SOFTWARE FOR COMMERCIAL PURPOSE OR LOOK FOR A COMMERCIALLY ENABLED VERSION AND THE CORRESPONDING LICENSES THEREOF, PLEASE PROMPTLY CONTACT THE LABORATORY VIA EMAIL (FREE5GC.ORG@GMAIL.COM) FOR OBTAINING OTHER APPROPRIATE LICENSE.

TERMS AND CONDITIONS

1. Grant of Permission.

Permission is hereby granted, free of charge, to you under this License for the term of copyright to do the following:

- (i) to use, perform, run or reproduce the Software in copies for personal and non-commercial purpose;
- (ii) to modify, alter, merge, adapt, translate, or transform the Software and develop a derivative work based upon the Software for personal and non-commercial purpose; and
- (iii) to convey, assign, distribute or publish copies of the Software or its derivative works developed by you, for non-commercial purpose, free of charge;

Provided that, you fully comply with the terms of this License and always include this License or an appropriate and prominent notice stating that it is governed by this License and how to obtain a copy of this License, in all copies or substantial portion of the Software or its derivative

works to require your successors, assignees, transferees or other recipients to fully comply with this License. This License also acknowledges your rights of fair use or other equivalents, as provided by applicable copyright law. However, you are not allowed to charge any price for each copy of the Software or its derivative works that you convey, assign or distribute, unless you have obtained another permission or license by contacting the Laboratory as first written above.

2. Limitation of License.

The permissions granted in Section 1 are the only rights granted to you under this License. No additional rights or licenses will be implied herein. Once you obtain or use the copies of the Software, its derivative works or any portion thereof, it is deemed that you have acknowledged and agreed to comply with this License. Notwithstanding any other provisions herein, this License does not grant any rights in the patent, trademarks, service marks, or trade secret of the Laboratory or other developers of the Software or its derivative works or any portion thereof.

3. License Notices.

It is understood by you that the Software or its derivative works you obtain may contain other open source software which is bound by other license terms. In addition to this License, you shall comply such license terms when you use or utilize the Software, its derivative works or any portions thereof as well. You may not remove, alter or conceal this License, other license terms or any license notices (including, but not limited to, copyright notices, disclaimers of warranty, or limitations of liability) contained in the Software, its derivative works or any portions thereof.

4. Termination.

The permissions and rights granted under this License will terminate automatically if you fail to comply with any of its terms or other license terms contained in the Software, its derivative work or any portion thereof. If you initiate litigation or claim against the Laboratory or any developer of the Software, its derivative work or any portion thereof by asserting an infringement claim alleging that the Software, its derivative work or any portion thereof directly or indirectly infringes any patent, copyright, trade secret or other intellectual property rights, then the rights and permission granted to you under this License shall terminate immediately. Sections 2 to 9 shall survive the termination of this License.

5. Disclaimer of Warranty.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ITS DERIVATIVE WORKS ARE PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NO DEFECT OR ERROR, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE OR ITS DERIVATIVE WORKS ARE ASSUMED BY YOU. IN NO EVENT SHALL THE LABORATORY OR ANY DEVELOPERS OF THE SOFTWARE OR ITS DERIVATIVE WORKS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THE SOFTWARE OR ITS DERIVATIVE WORKS OR THE USE OR OTHER DEALINGS THEREIN. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE.

6. Limitation of Liability.

IN NO EVENT, UNLESS IT IS MANDATORY BY APPLICABLE LAW, WILL THE LABORATORY OR ANY DEVELOPER OF THE SOFTWARE OR ITS DERIVATIVE WORKS BE LIABLE TO YOU FOR ANY GENERAL, DIRECT, INDERECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF PROFITS OR GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, EVEN IF THE LABORATORY OR SUCH DEVELOPERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Amendments to this License.

The Laboratory reserves the right to publish amendments to or new versions of the Public License from time to time. Such amendments or new versions will be effective once first published to amend or replace this License unless otherwise provided in such amendments or new versions.

8. Jurisdiction and Applicable Laws.

Any litigation relating to this License may be brought only in the courts of a jurisdiction where the defendant maintains its principal place of business or residence and such litigation shall be governed by laws of that jurisdiction, without reference to its conflict-of-law provisions.

9. Entire Agreement.

This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

Exhibit – Sample of License Notice.

If it is not possible or desirable to put all the content of this License in any copy of the Software or its derivative works, you shall include the following license notice in all copies of the Software or its derivative works to have a recipient thereof would be likely to look for, understand ad comply with this License.

This Software (free5GC Software) and its derivative works shall be used or utilized only for the purpose of personal and non-commercial use subject to the terms of the Public License for the Software. Your using or utilizing any copy of this Software, its derivative works or any portion thereof shall be deemed that you have acknowledged and agreed to comply with such Public License. If a copy of such Public License was not distributed with the files of this Software or its derivative works to you, you can obtain one at https://www.free5gc.org/.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE OR ITS DERIVATIVE WORKS ARE PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NO DEFECT OR ERROR, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

IN NO EVENT, UNLESS IT IS MANDATORY BY APPLICABLE LAW, WILL THE LABORATORY OR ANY DEVELOPER OF THE SOFTWARE OR ITS DERIVATIVE WORKS BE LIABLE TO YOU FOR ANY GENERAL, DIRECT, INDERECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF PROFITS OR GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, EVEN IF THE LABORATORY OR SUCH DEVELOPERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.