ଲnetAlly

End User License Agreement (EULA)

This END-USER LICENSE AGREEMENT ("EULA") is by and between the individual who is utilizing and/or has purchased a NetAlly, LLC device ("Device"). This EULA provides the terms, conditions, rights, and restrictions for which NetAlly, LLC and any of its subsidiaries and affiliates (collectively or individually referred to as "NetAlly") is willing to sell any such Device and license the use of NetAlly's proprietary software, which includes but is not limited to the firmware residing Devices ("Software") (hereinafter the Device and Software may be collectively referred to as the "Product(s)"), and provide Services to End-User. NetAlly's provisioning of Products, and/or Services to End-User is expressly contingent upon End-User's acceptance of this EULA, "AS IS".

- Definitions: "AllyCare Services" means the optionally purchased Maintenance Services, which an End-User may purchase hereunder which can be reviewed at https://www.netally.com/allycare-terms-and-conditions.
- "AUP" means the Acceptable Use Policy published by NetAlly governing the permitted uses of any Services and Products provided hereunder, for which NetAlly may update from time-to-time and can be reviewed at https://www.netally.com/aup/.
- "Consumer" means an End-User who utilized the Product or received the Service not in furtherance of a trade, profession, or for business purposes.
- "<u>Data</u>" means information that the End-User uploads or uses in conjunction with the use of the Products.
- "Data Protection Act" means the Health Information Portability and Accountability Act (HIPAA) (29 U.S. Code § 1181, et seq.), Gramm Leach Biliey Act (GLBA) (15 U.S Code § 1681), General Data Protection Regulation (GDPR) (EU 2016/679), and other applicable regulations which seek to protect the processing and storage of personal information.
- "<u>Documentation</u>" means any installation guides, reference guides, operation manuals and release notes provided with the Product in printed, electronic, or online form.
- "<u>Evaluation Product</u>" means software that contains a license key which disables the Software after thirty (30) calendar days, or other term as agreed to by the parties.
- "<u>Maintenance Services</u>" &/or "<u>Maintenance</u>" means the support services for the Products, including but not limited to the AllyCare Services, provided by NetAlly to End-User.
- "Personal Data" means any information relating to an identified or identifiable natural person (hereafter a "Data Subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic. cultural or social identify.
- "<u>Portal</u>" shall mean the URL(s) hosted by NetAlly used to communicate, provided Maintenance Services, Software updates, and upgrades to the End-User.
- "Services" means the AllyCare Services and Maintenance Services as well as any other services offered by NetAlly to End-User from time to time.
- License Grant & Restrictions: Subject to payment of the applicable license fee and the terms set forth in an applicable Order,
 NetAlly grants End-User a limited, non-exclusive, non-transferable,
 revocable license to use the Software and the Documentation for
 End-User's own internal business purposes.
- (a) <u>License Restrictions</u>. Except as required by law, End-User will not, and will not cause or permit others to, derive the source code of the Software, or reverse engineer, disassemble, or de-compile the Products. End-User may not (i) create derivative works of the Software, (ii) lend, rent, lease, assign, sublicense, and/or make available through timesharing or service bureau the Software, or (iii) transfer the Software or provide third party access to the Software.
- (b) Third-party Technology. The Products may contain embedded third-party technology ("Third-party



www.NetAlly.com

Materials"). Such Third-party Materials are licensed for use solely with the Product. Third-party Materials are provided subject to the applicable third-party terms of use ("TOU"). End-User agrees to abide by the TOU and/or to obtain any additional licenses that may be required to use the Third-party Materials.

(c) <u>Ownership</u>. NetAlly and its third-party licensors retain all rights, title, and interest in and to the Products and Third-party Technology. End-User retains all right, title and interest in and to the Data.

- (d) Improper Use. End-User acknowledges and agrees that the Product and Services are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by NetAlly could lead to death, dismemberment, personal injury, or physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems.
- 3. Acceptable Use: End-User specifically agrees to limit the use of the Products and/or Services to those specifically granted in this EULA. Without limiting the foregoing, End-User specifically agrees *not* to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Software; (iii) remove any of NetAlly's or its vendors', copyright notices and proprietary legends; (iv) use the Products to (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance, or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/ or false advertising); or (c) propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) file copyright or patent applications that include the Product or any portion thereof: and/or (vi) use of the Portal, Products and/ or Services on violation of the AUP; or (vii) use data gathered via the Services or Products on a network for any denial-of-service ("DoS") attacks or distributed denial of service ("DDoS") attacks; (viii) use the Service or Products to conduct or facilitate harmful or malicious network or host disruptions, including but not limited to performing brute force attacks, username and password auditing attacks, performing password guessing, spoofing services or users, exhausting system limits, performing remote command or code execution, memory corruption, file injection, or process execution, checking for target machines vulnerabilities, performing denial of service attacks, attempting to crash services, enumerating users or IDs, performing object injection, performing privileged execution, poisoning IT resources, exploiting session cookies, forging requests, exploiting CVEs, creating malicious traffic, performing reverse proxy related attacks exposing or leveraging backdoors, traversing directories or file systems, performing authentication bypass, retrieving configurations or properties, flooding or exhausting system resources, or crawling
- 4. Personal Data & Feedback: End-User acknowledges and agrees that the use of the Product and/or Services may transfer Data from the End-User. Further, should such Data contain Personal Data of the End-User or other Data subject, End-User consents to allow and hereby provides an unrestricted perpetual right of use to such Data, free of charge or rights of royalties, to NetAlly for analytics, benchmarking, performance analysis, research and development, improvement to the Product(s) and/or the development and productization of enhancements, features, capabilities and new products; provided that such uses (i) are with Data that has been anonymized; and (ii) are in accordance with NetAlly's the-current Privacy Policy, a copy of which may be reviewed at https://www.netally.com/privacy/.
- 5. Term & Termination: This EULA shall continue unless terminated pursuant to this Section; provided that the applicable subscription term for any licenses purchased hereunder shall continue for the period of time specified in the applicable order. Either party may terminate this EULA immediately upon providing written notice of breach to the other party if such other party materially breaches any of its obligations hereunder but fails to cure such breach within a period of seven (7) calendar days following receipt of such written notice. Upon any termination of this EULA (i) all licenses granted hereunder shall immediately terminate, and (ii) End-User will destroy the Product subject to and in accordance with Section 10.5 "Environmental Regulation."

6. Warranties: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "AT YOUR OWN RISK". NETALLY DISCLAIMS ALL WARRANTIES ON MERCHANDISE SUPPLIED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF INFRINGEMENT. ACCURACY. OUIET ENJOYMENT. MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE. NETALLY DOES NOT WARRANT AGAINST INTERFERENCE USE OF THE PRODUCTS AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT AND THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE NETALLY SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE NETALLY SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. Further, End-User agrees solely and exclusively to seek any recompense with respect to any all warranty claims from whomever the End-User purchased the applicable Product.

- 7. LIMITATION OF LIABILITY: Consumers may have legal rights within such Consumer's country of residence, which would prohibit the following limitations from applying; therefore, where prohibited the following will not apply and only to the extend prohibited. Consumers are encouraged to contact local consumer advocacy organizations. NETALLY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS SUCH LOSS OR DAMAGE IS DUE TO NETALLY'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IF NETALLY IS FOUND LIABLE, THE AMOUNT OF NETALLY'S MAXIMUM LIABILITY FOR ANY AND ALL LOSSES AND/OR DAMAGES (IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL DEPRECATED VALUE, CALCULATED ON A FIVE (5) YEAR STRAIGHT LINE DEPRECIATION BASIS OF THE PRODUCT(5) PURCHASED BY THE END-USER OR IF THE PRODUCT IS FULLY DEPRECIATED THENCURRENT SALVAGE VALUE OF THE APPLICABLE PRODUCT(5).
- 8. EXCLUSION OF CONSEQUENTIAL DAMAGES: Consumers may have legal rights within such Consumer's country of residence, which would prohibit the following limitations from applying; therefore, where prohibited (the following will not apply and only to the extend prohibited. Consumers are encouraged to contact local consumer advocacy organizations. IN NO EVENT SHALL NETALLY BE LIABLE TO THE END-USER OR ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF NETALLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- 9. ESSENTIAL PURPOSE: THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

10. General Provisions:

10.1 Entire Agreement & Waiver. This EULA represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. Each party agrees that the failure of the other party at any time to require performance by such party of any of the provisions herein shall not operate as a waiver of the rights of such party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

10.2 Severability & Survival. The illegality or unenforceability of any provision of this EULA shall not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this EULA be deemed unenforceable by a court of competent jurisdiction then such clause shall be re-construed to provide the maximum protection afforded by law in accordance with the intent of the applicable provision. Any provision contained herein, which by its nature should survive the termination of this EULA shall survive, including, but not limited to, 7 "Limitation of Liability", 8 "Exclusion of Consequential Damages", 9 "Essential Purpose", and 10 "General Provisions".

10.3 Assignment. The End-user may assign any rights or delegate any obligations hereunder, whether by operation of law or otherwise. except in the case of a sale of either party's business whether by merger, sale of assets, sale of stock or otherwise, or except with the prior written consent of the other party, which consent will not be unreasonably withheld. This EULA binds the parties, their respective participating subsidiaries, affiliates, successors, and permitted assigns. 10.4 Compliance & Export Controls. End-User shall comply fully with all applicable laws, rules, and regulations including those of the United States, and any and all other jurisdictions globally, which apply to End-User's business activities in connection with this EULA. End-User acknowledges that the NetAlly Products and/or NetAlly Services are subject to United States Government export control laws. End-User shall comply with all applicable export control laws, obtain all applicable export licenses, and will not export or re-export any part of the Products and/or Services to any country in violation of such restrictions or any country that may be subject to an embargo by the United States Government or to End-Users owned by, or with affiliation to, such

countries embargoed by the United States Government.

10.5. Environmental Regulations. Upon any termination of this EULA, End-User hereby certifies that the Product will be disposed of or destroyed, at your own expense and in accordance with all applicable environmental protection regulations, including but not limited to the U.S. Environmental Protection Agency Universal Waste Disposal Regulation (U.S. EPA 40 CFR § 273.2 – 273.9, https://www.epa.gov/hw/universal-waste), the European Union Waste Legislation on Batteries and Accumulators (EU Directive 2006/66/EU, https://ec.europa.eu/environment/waste/batteries/legislation.htm), the Australian Battery Recycling Initiative Safety Guidelines (ARBI, https://batteryrecycling.org.au/resource-types/guidelines/) and/or any similar regulations, as applicable to your location and then-current industry best practices for the disposal of lithium-ion batteries.

10.6 U.S. Government Use Notice. The NetAlly Software is a "Commercial Item", as that term is defined at 48 C.F.R. § 2.101. consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government End-Users (a) only as Commercial Items and (b) with only those rights as are granted to all other End-Users pursuant to the terms and conditions herein. For some components of the Software as specified in the Exhibit, Attachment, and/or Schedule, this Software and Documentation are provided on a RESTRICTED basis. Use, duplication, or disclosure by the United States Government is subject to restrictions set forth in Subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

10.7 Applicable Law & Disputes. The parties hereto specifically agree that the U.N. Convention on the International Sale of Goods, the Uniform Computer Information Transactions Act ("UCITA"), and the International Commercial Terms issued by the International Chamber of Commerce ("Incoterms") shall not apply to any and all actions performed by either Party hereunder in furtherance of this EULA. This EULA and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the laws of the State of Colorado. United States of America, without reference and/or regard to its conflicts of laws principles. The parties hereto specifically agree that any and all resulting claims and/or counterclaims arising out of this EULA shall be resolved through binding arbitration conducted by the American Arbitration Association (AAA), in front of a single arbitrator and that the location of such arbitration shall be Denver, Colorado US. Each party hereto waives any claims of forum non conveniens. The language of the arbitration shall be English. 10.8 Force Majeure. Neither party shall be liable for any failure or

delay in performing Services or any other obligation under this EULA, nor for any damages suffered by the other or an End-user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such party's foreseeable control including but not limited to strikes, riots, natural catastrophes. terrorist acts, pandemic, endemic, epidemic, outbreak(s), governmental intervention, or other acts of God, or any other causes beyond such party's reasonable control ("Force Majeure Event"). The Party seeking relief under this Section 10.8 "Force Majeure" ("Impacted Party") shall provide to the other Party hereto notice within fifteen (15) calendar days of a Force Majeure Event, stating a good-faith estimate of the expected time and effect of such Force Majeure Event ("Impact"). The Impacted Party shall use commercially reasonable efforts to mitigate the Impact of such Force Majeure Events. In the event such Impact continues for more than forty (45) days from receipt of such notice, then either Party hereto may terminate this EULA, without penalty or liability, by providing no less than thirty (30) calendar days prior written notice.

11. Notices: All notices under this EULA shall be in English and shall be in writing and given to the address indicated upon the cover page and may be sent either by (i) registered airmail; (ii) overnight delivery through a reputable third-party courier; or (iii) via electronic mail (email) sent "read receipt" and "delivery receipt". With respect to NetAlly's receipt of electronic notice set forth in (iii) above such notice shall only been deemed received once End-User receives a confirmation of "read receipt" and "delivery receipt" and such notice shall only be valid if sent to legal@netally.com.

Last update: 24 February 2023

Important Safety and Regulatory Information

∧ Warnings ∧

To prevent possible fire, electric shock, personal injury or damage to the Product:

- · Read all safety information, and carefully read all instructions, before you use the Product.
- Do not attempt to modify or repair the Product. There are no user-serviceable parts inside. Have only an approved technician repair the Product.
- Do not touch voltages > 30 VAC rms, 42 VAC peak, or 60 VDC.
- Use only the AC adapter provided to power the Product or charge the battery.
- · Do not use the Product around explosive gas, vapor, or in damp or wet environments.
- Examine the case before you use the Product. Look for cracks or missing plastic. Do not use the Product if it is damaged, and do not use the Product if it operates incorrectly.
- · Use this Product indoors only.
- Do not connect the Product to voltages that are higher than the maximum voltage rating for the Product.
- Do not connect the Product to a telephone line
- · Use the Product only as specified, or the protection supplied by the Product can be compromised.
- Batteries contain hazardous chemicals that can cause burns or explode. If exposure to chemicals occurs, clean with water and
- Remove the batteries if the Product is not used for an extended period of time, or if stored in temperatures above 50°C. If the batteries are not removed, battery leakage can damage the Product.
- · The battery will not charge if the internal temperature of the tester is above 113°F (45°C).
- · The battery door must be closed before you operate the Product.
- · If the battery leaks, have the Product repaired before using.
- Turn off the Product and disconnect all cables before you replace
- Be sure that the battery polarity is correct to prevent battery leakage.
- · Do not put battery cells near heat or fire.
- Do not operate the Product with covers removed or the case open. Hazardous voltage exposure is possible.
- · Do not short the battery terminals together.
- Dispose of battery packs in compliance with your institution's disposal instructions.
- Use the proper terminals and cable for all connections.
- To prevent damage to the display or the case, do not use solvents or abrasive materials. Clean the case with only a damp cloth with

Safety Symbols

The following symbols may appear on your product:



Warning or Caution: Risk of damage or destruction to equipment or software. See explanations in the manuals.



Warning: Risk of fire, electric shock, or personal injury.



Warning: Class 1 or Class 2 lasers. Risk of eye damage from hazardous radiation. Do not look into laser. Do not connect the Product to a public telephone system.



Do not put products that contain circuit boards into waste containers. Refer to local regulations for disposal procedures

WEEE Statement

This product complies with the WEEE Directive (2012/19/EU) marking requirements. The affixed label indicates that you must not discard this electrical/electronic product in domestic house-

Product Category: With reference to the equipment types in the WEEE Directive Annex I, this product is classed as category 9 "Monitoring and Control Instrumentation" product.

California Proposition



WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information: www.P64Warnings.ca.gov

Certifications and Compliance Symbols

The following symbols may appear on your product:



Class A Equipment (Industrial Broadcasting & Communication

Equipment) This product meets requirements for industrial (Class A) electromagnetic wave equipment and the seller or user should take notice of it. This equipment is intended for use in business environments and is not to be used in homes. A 급 기기 (업무용 방송통신기자재)

이 기기는 업무용 (A 급) 전자파적합기기로서 판매자 또는 사용자는 이 점을 주의하시기 바라며 , 가정외의 지역에서 사용하는 것을 목적으로합니다.



Conforms to relevant Australian/New Zealand standards. Meets Australia and New Zealand EMC Requirements.



EFF Complies wit Regulations. Complies with Eurasian Economic Union Technical



California Energy Commission Compliant

FCC Statement

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Support

Find additional support for your product at NetAlly.com/support and on the product page for your tester.

China RoHS Material Disclosure

型号或产品系列名称:

This section, its contents and the symbols described below apply only to products sold in the People's Republic of China (PRC). If this does not apply to you, please ignore.

T本页所列内容及符号仅适用于在中华人民共和国境内销售的产品。如果不适用于您的产品,请丢弃或忽略它。下表 列出了本产品的零部件名称,以及包含的超过中国标准 GB/T 26572-2011 规定限量的有毒、有害物质。

本产品所含的有害物质或元素

	有毒和有害物质或元素					
零部件名称 Part Name	铅(Pb)	汞 (Hg)	镉 (Cd)	六价铬 (Cr+6)	多溴联苯	多溴二 苯醚
rart Name		(ng)	(Ca)	(01+0)	(PBB)	(PBDE)
其它塑料零件 Other Plastic Parts	o	o	o	o	0	0
显示组件 Display Assembly	x	О	o	o	o	o
变压器和电源适配器 Transformers & Power Adaptors	x	o	o	o	o	o
电路板组件 Printed Circuit Assembly	x	О	О	o	o	o
电线和电缆 Wire & Cable	x	o	o	o	o	o
紧固件 Fasteners	x	0	0	О	0	0
电池(单电池,电 池组) Battery (cells, packs)	x	o	o	o	o	0
传感器 (探测器) Sensor (detector)	x	o	o	o	o	o
其它附件(电线电 缆,探针,连接器) Other Accessories (cables, probes, connectors)	x	o	0	0	0	0

x = 在该零部件至少一种均质材料中,该有毒有害物质的含量超 过了

GB/T 26572-2011 规定的限量要求。

x = Toxic and hazardous substances in at least one homogeneous material of the part exceeds the concentration limit requirement described in GB/T 26572-2011.

o =在该零部件至少一种均质材料中,该有毒有害物质的含量或 者符合

GB/T 26572-2011 规定的限量要求,或者表示产品中未使用此零

o = Toxic and hazardous substances in all the homogeneous materials of the part is either below the concentration limit requirement described in GB/T 26572-2011 or is not applicable because the part is not used.

当非可充电电池的电量用完时, 请取出或更换电池。 Remove or replace primary (non-rechargeable) batteries when exhausted.



表示产品含有中国RoHS 禁止的物质; 数字表示所 **⑤⑩** 涉及产品和零件的"环保使用期限"。

Product contains China RoHS banned substances; the number indicates "Environmentally Friendly Use Period" (EFUP) for all enclosed products and their parts.



表示所涉及产品和零件不含有中国RoHS 禁止的物质。

Product or parts contains no China RoHS banned substances

Consignes de sécurité et Information sur la réglementation (Français)

Symboles



Avertissement ou Mise en garde : risque de détérioration ou de destruction du matériel ou du logiciel. Voir les explications dans les manuels.



Avertissement : risque d'incendie, d'électrocution ou de dommages corporels.



Avertissement : lasers de classe 1 ou 2. Risques de lésions oculaires provoquées par des rayonnements dangereux. Ne pas regarder dans l'orifice laser.



Ne pas connecter le produit au système téléphonique public.



Ne jetez pas de produits contenant des cartes de circuit dans les bennes à ordures. Consultez la législation locale pour connaître les procédures de mise au rebut.

Déclaration de DEEE

Ce produit est conforme aux normes de marquage de la directive DEEE (2012/19/EU). La présence de cette étiquette indique que cet appareil électrique/électronique ne doit pas être mis au rebut avec les déchets ménagers.

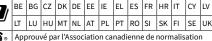
Catégorie de EEE : Cet appareil est classé comme catégorie 9 parmi les « instruments de surveillance et de contrôle » en référence aux types d'équipements mentionnés dans l'Annexe I de la directive DEEE.

Certificats et conformité



Conformité européenne. Conforme aux directives de l'Union européenne et de l'Association européenne de libre-échange (AELE).

La bande 5150-5350 MHz est allouée à usage intérieur uniquement dans les pays membres de l'UE.





Conforme aux normes CEM australiennes. Conforme aux normes australiennes pertinentes.

ISED

L'émetteur/récepteur exempt de licence contenu dans le présent appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

- 1. L'appareil ne doit pas produire de brouillage;
- 2. L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.