

Contents

1.	Product Scope & Preface1		
2.		Software Components and Licenses	
	2.1	distorm64	.2
	2.2	EDK II	.3
	2.3	Jython	.4
	2.4	OpenSSL	11
	2.5	SWTResourceManager	15
	2.6	WPA SUPPLICANT	21
3.	L	_egal Notes	22
4.	Т	Frademarks	23

1. Product Scope & Preface

This document provides license information for the congatec BIOS version TSDER025 used with congatec board conga-B7XD.

The BIOS is typically delivered in binary form, embedded into the SPI flash of the mentioned congatec CPU board, or as binary file directly to the end customer.

The above mentioned congatec software may contain Open Source Software (OSS) components, licensed under an OSS license and/or other third party software components.

The OSS licenses may require congatec to provide a list of the included OSS components together with their licenses to our customers and/or to distribute the list of OSS components together with their licenses as part of the respective congatec software delivery or the delivery of the hardware products that include this congatec software.

Certain OSS licenses entitle the customer to request the sources of the respective OSS components from congatec. The affected OSS code can be obtained from congatec by sending a specific request within three years after the delivery of the congatec software or hardware.

OSS and other third party software components contained in this congatec software and their associated licenses are listed below.

2. Software Components and Licenses

2.1 distorm64

Name	distorm64
License	BSD 3-Clause
URL	https://github.com/WolfgangSt/distorm64
License URL	https://raw.githubusercontent.com/WolfgangSt/distorm64/master/COPYING
License Text	:[diStorm64}:
	The ultimate disassembler library.
	Copyright (c) 2003,2004,2005,2006,2007,2008, Gil Dabah
	All rights reserved.
	Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
	* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
	* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
	* Neither the name of the diStorm nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.
	THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR

PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF
LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING
NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS
SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

2.2 EDK II

Name	EDK II
License	BSD 2-Clause
URL	https://www.tianocore.org/
License URL	https://raw.githubusercontent.com/tianocore/edk2/master/License.txt
License Text	Copyright (c) 2004 - 2016, Intel Corporation. All rights reserved.
	Copyright (c) 2008 - 2010, Apple Inc. All rights reserved.
	Copyright (c) 2011 - 2015, ARM Limited. All rights reserved.
	Copyright (c) 2014 - 2015, Linaro Limited. All rights reserved.
	Copyright (c) 2013 - 2015, Red Hat, Inc.
	Redistribution and use in source and binary forms, with or without
	modification, are permitted provided that the following conditions
	are met:
	* Dedictuile, ticker of courses and a much actain the chouse commission
	* Redistributions of source code must retain the above copyright
	notice, this list of conditions and the following disclaimer.
	* Redistributions in binary form must reproduce the above copyright
	notice, this list of conditions and the following disclaimer in
	the documentation and/or other materials provided with the distribution.
	THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS
	"AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT
	LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS
	FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE
	COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT,
	INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING,

BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER
CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN
ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE
POSSIBILITY OF SUCH DAMAGE.

2.3 Jython

Name	Jython
License	Apache V2
URL	http://www.jython.org/
License URL	http://www.apache.org/licenses/
License Text	Apache License
	Version 2.0, January 2004
	http://www.apache.org/licenses/
	TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION
	1. Definitions.
	"License" shall mean the terms and conditions for use, reproduction,
	and distribution as defined by Sections 1 through 9 of this document.
	"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.
	"Legal Entity" shall mean the union of the acting entity and all
	other entities that control, are controlled by, or are under common
	control with that entity. For the purposes of this definition,
	"control" means (i) the power, direct or indirect, to cause the



direction or management of such entity, whether by contract or
otherwise, or (ii) ownership of fifty percent (50%) or more of the
outstanding shares, or (iii) beneficial ownership of such entity.
"You" (or "Your") shall mean an individual or Legal Entity
exercising permissions granted by this License.
"Source" form shall mean the preferred form for making modifications,
including but not limited to software source code, documentation
source, and configuration files.
"Object" form shall mean any form resulting from mechanical
transformation or translation of a Source form, including but
not limited to compiled object code, generated documentation,
and conversions to other media types.
"Work" shall mean the work of authorship, whether in Source or
Object form, made available under the License, as indicated by a
copyright notice that is included in or attached to the work
(an example is provided in the Appendix below).
"Derivative Works" shall mean any work, whether in Source or Object
form, that is based on (or derived from) the Work and for which the
editorial revisions, annotations, elaborations, or other modifications
represent, as a whole, an original work of authorship. For the purposes
of this License, Derivative Works shall not include works that remain
separable from, or merely link (or bind by name) to the interfaces of,
the Work and Derivative Works thereof.
"Contribution" shall mean any work of authorship, including

the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution." "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work. 2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form. 3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable

by such Contributor that are necessarily infringed by their
Contribution(s) alone or by combination of their Contribution(s)
with the Work to which such Contribution(s) was submitted. If You
institute patent litigation against any entity (including a
cross-claim or counterclaim in a lawsuit) alleging that the Work
or a Contribution incorporated within the Work constitutes direct
or contributory patent infringement, then any patent licenses
granted to You under this License for that Work shall terminate
as of the date such litigation is filed.
4. Redistribution. You may reproduce and distribute copies of the
Work or Derivative Works thereof in any medium, with or without
modifications, and in Source or Object form, provided that You
meet the following conditions:
(a) You must give any other recipients of the Work or
Derivative Works a copy of this License; and
(b) You must cause any modified files to carry prominent notices
stating that You changed the files; and
(c) You must retain, in the Source form of any Derivative Works
that You distribute, all copyright, patent, trademark, and
attribution notices from the Source form of the Work,
excluding those notices that do not pertain to any part of
the Derivative Works; and
(d) If the Work includes a "NOTICE" text file as part of its
distribution, then any Derivative Works that You distribute must
 include a readable copy of the attribution notices contained

within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License. 5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions. 6. Trademarks. This License does not grant permission to use the trade

names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file. 7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License. 8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages. 9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this

License. However, in accepting such obligations, You may act only
on Your own behalf and on Your sole responsibility, not on behalf
of any other Contributor, and only if You agree to indemnify,
defend, and hold each Contributor harmless for any liability
incurred by, or claims asserted against, such Contributor by reason
of your accepting any such warranty or additional liability.
END OF TERMS AND CONDITIONS
APPENDIX: How to apply the Apache License to your work.
To apply the Apache License to your work, attach the following
boilerplate notice, with the fields enclosed by brackets "[]"
replaced with your own identifying information. (Don't include
the brackets!) The text should be enclosed in the appropriate
comment syntax for the file format. We also recommend that a
file or class name and description of purpose be included on the
same "printed page" as the copyright notice for easier
identification within third-party archives.
Copyright [yyyy] [name of copyright owner]
Licensed under the Apache License, Version 2.0 (the "License");
you may not use this file except in compliance with the License.
You may obtain a copy of the License at
http://www.apache.org/licenses/LICENSE-2.0
Unless required by applicable law or agreed to in writing, software
distributed under the License is distributed on an "AS IS" BASIS,



WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.
See the License for the specific language governing permissions and
limitations under the License.

2.4 OpenSSL

Name	OpenSSL
License	OpenSSL
URL	https://www.openssl.org/
License URL	https://www.openssl.org/source/license.txt
License Text	
	LICENSE ISSUES
	The OpenSSL toolkit stays under a double license, i.e. both the conditions of
	the OpenSSL License and the original SSLeay license apply to the toolkit.
	See below for the actual license texts.
	OpenSSL License
	/*
	* Copyright (c) 1998-2018 The OpenSSL Project. All rights reserved.
	*
	* Redistribution and use in source and binary forms, with or without
	* modification, are permitted provided that the following conditions
	* are met:
	*
	* 1. Redistributions of source code must retain the above copyright

* notice, this list of conditions and the following disclaimer.
*
* 2. Redistributions in binary form must reproduce the above copyright
* notice, this list of conditions and the following disclaimer in
* the documentation and/or other materials provided with the
* distribution.
*
* 3. All advertising materials mentioning features or use of this
* software must display the following acknowledgment:
* "This product includes software developed by the OpenSSL Project
* for use in the OpenSSL Toolkit. (http://www.openssl.org/)"
*
* 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to
* endorse or promote products derived from this software without
* prior written permission. For written permission, please contact
* openssl-core@openssl.org.
*
* 5. Products derived from this software may not be called "OpenSSL"
* nor may "OpenSSL" appear in their names without prior written
* permission of the OpenSSL Project.
*
* 6. Redistributions of any form whatsoever must retain the following
* acknowledgment:
* "This product includes software developed by the OpenSSL Project
* for use in the OpenSSL Toolkit (http://www.openssl.org/)"
*
* THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY
* EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
* PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR



* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT
* NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,
* STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)
* ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED
* OF THE POSSIBILITY OF SUCH DAMAGE.
*
*
* This product includes cryptographic software written by Eric Young
* (eay@cryptsoft.com). This product includes software written by Tim
* Hudson (tjh@cryptsoft.com).
*
*/
Original SSLeay License
/* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)
* All rights reserved.
*
* This package is an SSL implementation written
* by Eric Young (eay@cryptsoft.com).
* The implementation was written so as to conform with Netscapes SSL.
*
* This library is free for commercial and non-commercial use as long as
* the following conditions are aheared to. The following conditions
* apply to all code found in this distribution, be it the RC4, RSA,

 * Ihash, DES, etc., code; not just the SSL code. The SSL documentation
* included with this distribution is covered by the same copyright terms
* except that the holder is Tim Hudson (tjh@cryptsoft.com).
*
* Copyright remains Eric Young's, and as such any Copyright notices in
* the code are not to be removed.
* If this package is used in a product, Eric Young should be given attribution
* as the author of the parts of the library used.
* This can be in the form of a textual message at program startup or
* in documentation (online or textual) provided with the package.
*
* Redistribution and use in source and binary forms, with or without
* modification, are permitted provided that the following conditions
* are met:
* 1. Redistributions of source code must retain the copyright
* notice, this list of conditions and the following disclaimer.
* 2. Redistributions in binary form must reproduce the above copyright
* notice, this list of conditions and the following disclaimer in the
* documentation and/or other materials provided with the distribution.
* 3. All advertising materials mentioning features or use of this software
* must display the following acknowledgement:
* "This product includes cryptographic software written by
* Eric Young (eay@cryptsoft.com)"
* The word 'cryptographic' can be left out if the rouines from the library
* being used are not cryptographic related :-).
* 4. If you include any Windows specific code (or a derivative thereof) from
* the apps directory (application code) you must include an acknowledgement:
* "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"
*
* THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND
1

* ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
* ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
* FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
* DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
* OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,
STRICT
* LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
* OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
* SUCH DAMAGE.
*
* The licence and distribution terms for any publically available version or
* derivative of this code cannot be changed. i.e. this code cannot simply be
* copied and put under another distribution licence
* [including the GNU Public Licence.]
*/

2.5 SWTResourceManager

Name	SWTResourceManager
License	Eclipse
URL	https://www.eclipse.org/windowbuilder/
License URL	http://www.eclipse.org/legal/epl-v10.html
License Text	Eclipse Public License - v 1.0 THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.



1. DEFINITIONS
"Contribution" means:
a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
b) in the case of each subsequent Contributor:
i) changes to the Program, and
ii) additions to the Program;
where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.
"Contributor" means any person or entity that distributes the Program.
"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.
"Program" means the Contributions distributed in accordance with this Agreement.
"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.
"Recipient" means anyone who receives the Program under this Agreement, including

2. GRANT OF RIGHTS
a) 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.
b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.
d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.
3. REQUIREMENTS
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;
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.
Contributors may not remove or alter any copyright notices contained within the Program.
Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.
4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement , including but not limited to the risks



and costs of program errors, compliance with applicable laws, damage to or loss of
data, programs or equipment, and unavailability or interruption of operations.
6. DISCLAIMER OF LIABILITY
EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. GENERAL
If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.
All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

	Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.
	This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

2.6 WPA SUPPLICANT

Name	WPA SUPPLICANT	
License	BSD 3-Clause	
URL	http://w1.fi/wpa_supplicant/	
License URL	http://w1.fi/cgit/hostap/plain/wpa_supplicant/README	
License Text	License This software may be distributed, used, and modified under the terms of BSD license:	
	Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:	
Copyright © 2021 cong	gatec GMBH Rev. 1.1	21/2

Attention: Printed versions of this document are not revision controlled.

1. Redistributions of source code must retain the above copyright
notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright
notice, this list of conditions and the following disclaimer in the
documentation and/or other materials provided with the distribution.
3. Neither the name(s) of the above-listed copyright holder(s) nor the
names of its contributors may be used to endorse or promote products
derived from this software without specific prior written permission.
THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS
"AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT
LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR
A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT
OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT
LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE,
DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY
THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT
(INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE
OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3. Legal Notes

congatec GMBH reserves the right to make changes in specifications and other information contained in this document without prior notice. The reader should consult representatives of congatec GMBH to determine whether any such changes have been made. The hardware, firmware, software or any specification described or referred to in this document are subject to change without notice.

The above listed different URLs for the individual licenses have been valid at the time congatec GMBH initially used the components. congatec GMBH has no control of the different URLs, consequentially about the location and the Terms & Conditions on license/URLs. Therefore, it may happen that projects change their location (URLs) or the Terms & Conditions on this URL without any notification. congatec GMBH will not take any responsibility or liability in case of any of such changes.

For some components congatec GMBH was provided an open source disclosure for binaries by a third party. Information for these components is only as accurate as the information provided by the third party to congatec. Customers are welcome to report to congatec any discrepancies related to the disclosures.

In the event of conflicts between congatec license conditions and the Open Source Software license conditions mentioned above, the Open Source Software conditions shall prevail with respect to the Open Source Software portions of the software.

congatec GMBH provides no warranty for Open Source Software (OSS) / third party components contained in its products if such software components are used in any manner other than intended by congatec GMBH. The licenses listed define the warranty, if any, from the authors or licensors of the OSS / third party component. congatec GMBH specifically disclaims any warranties for defects caused by altering or modifying any OSS components or the product's recommended configuration. You have no warranty claims against congatec GMBH in the event that OSS / third party components infringe the intellectual property rights of a third party.

4. Trademarks

Product names, logos, brands, and other trademarks featured or referred to within this document are the property of their respective trademark holders.