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1 Product Scope and Preface

This document provides license information for the congatec bootcontainer version rel_cgtsx8x_23-03-20-0 used with congatec boards conga-SMX8X (all variants).

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License URL	included in package, file://COPYING, Gitlab-Link
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2.2 imx-sc-firmware-congatec (system controller firmware)

Name	imx-sc-firmware-congatec
License	NXP software license
URL	https://git.congatec.com/arm-nxp/imx8-family/misc/cgtbcbe/-/tree/rel_cgtsx8x_23-03-20-0
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2.3 imx-atf (ARM trusted firmware)

Name	imx-atf
License	BSD-3-Clause
URL	https://git.congatec.com/arm-nxp/imx8-family/atf-imx8-family/-/tree/lf-5.15.32-2.0.0
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2.4 U-boot (universal bootloader)

Name	u-boot-congatec
License	GPLv2

Software License Information



URL	https://git.congatec.com/arm-nxp/imx8-family/uboot-imx8-family/-/tree/rel_cgtsx8x_23-03-20-0
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terminated as provided in this Section.

7.1. You may terminate this Agreement immediately upon written notice to NXP at the address provided below.

7.2. Either party may terminate this Agreement if the other party is in default of any of the terms and conditions of this Agreement, and termination is effective if the defaulting party fails to correct such default within 30 days after written notice thereof by the non-defaulting party to the defaulting party at the address below.

7.3. Notwithstanding the foregoing, NXP may terminate this Agreement immediately upon written notice if you: breach any of your confidentiality obligations or the license restrictions under this Agreement; become bankrupt, insolvent, or file a petition for bankruptcy or insolvency; make an assignment for the benefit of its creditors; enter proceedings for winding up or dissolution; are dissolved; or are nationalized or become subject to the expropriation of all or substantially all of your business or assets.

7.4. Upon termination of this Agreement, all licenses granted under Section 2 will expire.

7.5. After termination of this Agreement by either party you will destroy all parts of Licensed Software and its Derivative Works (if any) and will provide to NXP a statement certifying the same.

7.6. Notwithstanding the termination of this Agreement for any reason, the terms of Sections 1 and 3 through 24 will survive.

8. **SUPPORT.** NXP is not obligated to provide any support, upgrades or new releases of the Licensed Software under this Agreement. If you wish, you may contact NXP and report problems and provide suggestions regarding the Licensed Software. NXP has no obligation to respond to such a problem report or

suggestion. NXP may make changes to the Licensed Software at any time, without any obligation to notify or provide updated versions of the Licensed Software to you.

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10. INDEMNITY. You agree to fully defend and indemnify NXP from all claims, liabilities, and costs (including reasonable attorney's fees) related to (1) your use (including your subcontractor's or distributee's use, if permitted) of the Licensed Software or (2) your violation of the terms and conditions of this Agreement.

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12. EXPORT COMPLIANCE. Each party shall comply with all applicable export and import control laws and regulations including but not limited to the US Export Administration Regulation (including restrictions on certain military end uses and military end users as specified in Section 15 C.F.R. § 744.21 and prohibited party lists issued by other federal governments), Catch-all regulations and all national and international embargoes. Each party further

agrees that it will not knowingly transfer, divert, export or re-export, directly or indirectly, any product, software, including software source code, or technology restricted by such regulations or by other applicable national regulations, received from the other party under this Agreement, or any direct product of such software or technical data to any person, firm, entity, country or destination to which such transfer, diversion, export or re-export is restricted or prohibited, without obtaining prior written authorization from the applicable competent government authorities to the extent required by those laws.

13. GOVERNMENT CONTRACT COMPLIANCE

13.1. If you sell Authorized Systems directly to any government or public entity, including U.S., state, local, foreign or international governments or public entities, or indirectly via a prime contractor or subcontractor of such governments or entities, NXP makes no representations, certifications, or warranties whatsoever about compliance with government or public entity acquisition statutes or regulations, including, without limitation, statutes or regulations that may relate to pricing, quality, origin or content.

13.2. The Licensed Software has been developed at private expense and is a

"Commercial Item" as defined in 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software", and/or "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 (or 48 C.F.R. Section 227.7202, as applicable) and may only be licensed to or shared with U.S. Government end users in object code form as part of, or embedded within, Authorized Systems. Any agreement pursuant to which you share the Licensed Software will include a provision that reiterates the limitations of this document and requires all sub-agreements to similarly contain such limitations.

14. CRITICAL APPLICATIONS. In some cases, NXP may promote certain software for use in the development of, or for incorporation into, products or services (a) used in applications requiring fail-safe performance or (b) in which failure could lead to death, personal injury, or severe physical or environmental damage (these products and services are referred to as "Critical Applications"). NXP's goal is to educate customers so that they can design their own end-product solutions to meet applicable functional safety standards and requirements. Licensee makes the ultimate design decisions regarding its products and is solely responsible for compliance with all legal, regulatory,

	<p>safety, and security related requirements concerning its products, regardless of any information or support that may be provided by NXP. As such, Licensee assumes all risk related to use of the Licensed Software in Critical Applications and NXP SHALL NOT BE LIABLE FOR ANY SUCH USE IN CRITICAL APPLICATIONS BY LICENSEE. Accordingly, Licensee will indemnify and hold NXP harmless from any claims, liabilities, damages and associated costs and expenses (including attorneys' fees) that NXP may incur related to Licensee's incorporation of the Licensed Software in a Critical Application.</p> <p>15. CHOICE OF LAW; VENUE. This Agreement will be governed by, construed, and enforced in accordance with the laws of The Netherlands, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Licensed Software, and you agree that any litigation will be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this document.</p> <p>16. CONFIDENTIAL INFORMATION. Subject to the license grants and restrictions contained herein, you must treat the Licensed Software as confidential information and you agree to retain the Licensed Software in confidence perpetually. You may not disclose any part of the Licensed Software to anyone other than distributees in accordance with Section 2.3 and employees, or subcontractors in accordance with Section 2.5, who have a need to know of the Licensed Software and who have executed written agreements obligating them to protect such Licensed Software to at least the same degree of confidentiality as in this Agreement. You agree to use the same degree of care, but no less than a reasonable degree of care, with the Licensed Software as you do with your own confidential information. You may disclose Licensed Software to the extent required by a court or under operation of law or order provided that you notify NXP of such requirement prior to disclosure, which you only disclose the minimum of the required information, and that you allow NXP the opportunity to object to such court or other legal body requiring such disclosure.</p> <p>17. TRADEMARKS. You are not authorized to use any NXP trademarks, brand names, or logos.</p>
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	<p>18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and NXP regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in written form, signed by you and NXP.</p> <p>19. SEVERABILITY. If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive you or NXP of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.</p> <p>20. NO WAIVER. The waiver by NXP of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.</p> <p>21. AUDIT. You will keep full, clear and accurate records with respect to your compliance with the limited license rights granted under this Agreement for three years following expiration or termination of this Agreement. NXP will have the right, either itself or through an independent certified public accountant to examine and audit, at NXP's expense, not more than once a year, and during normal business hours, all such records that may bear upon your compliance with the limited license rights granted above. You must make prompt adjustment to compensate for any errors and/or omissions disclosed by such examination or audit.</p> <p>22. NOTICES. All notices and communications under this Agreement will be made in writing, and will be effective when received at the following addresses:</p> <p style="padding-left: 40px;">NXP: NXP B.V. High Tech Campus 60 5656 AG Eindhoven The Netherlands ATTN: Legal Department</p> <p style="padding-left: 40px;">You: The address provided at registration will be used.</p>
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23. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or similar relationship. Neither party is authorized to bind the other to any obligations with third parties.

24. SUCCESSION AND ASSIGNMENT. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign this Agreement, or any part of this Agreement, without the prior written approval of NXP, which approval will not be unreasonably withheld or delayed. NXP may assign this Agreement, or any part of this Agreement, in its sole discretion.

25. PRIVACY. By agreeing to this Agreement and/or utilizing the Licensed Software, Licensee consents to use of certain personal information, including but not limited to name, email address, and location, for the purpose of NXP's internal analysis regarding future software offerings. NXP's complete Privacy Statement can be found at:

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APPENDIX A

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<p>only for evaluation and demonstration purposes.</p> <p>Atheros: Use of Atheros software is limited to evaluation and demonstration only. Permitted distributions must be similarly limited. Further rights must be obtained directly from Atheros.</p> <p>ATI (AMD): Distribution of ATI software must be a part of, or embedded within, Authorized Systems that include a ATI graphics processor core.</p> <p>Au-Zone Technologies: eIQ Portal, Model Tool, DeepViewRT and ModelRunner are distributed by NXP under license from Au-Zone Technologies. Your use of the Licensed Software, examples and related documentation is subject to the following:</p> <ol style="list-style-type: none">(1) Use of Software is limited to Authorized System only(2) In no event may Licensee Sublicense the Software(3) AU-ZONE TECHNOLOGIES SHALL NOT BE LIABLE FOR USE OF LICENSED SOFTWARE IN CRITICAL APPLICATIONS BY LICENSEE <p>Broadcom Corporation: Your use of Broadcom Corporation software is restricted to Authorized Systems that incorporate a compatible integrated circuit device manufactured or sold by Broadcom.</p> <p>Cadence Design Systems: Use of Cadence audio codec software is limited to distribution only of one copy per single NXP Product. The license granted herein to the Cadence Design Systems HiFi aacPlus Audio Decoder software does not include a license to the AAC family of technologies which you or your customer may need to obtain. Configuration tool outputs may only be distributed by licensees of the relevant Cadence SDK and distribution is limited to distribution of one copy embedded in a single NXP Product. Your use of Cadence NatureDSP Libraries whether in source code or in binary is restricted to NXP SoC based systems or emulation enablement based on NXP SoC.</p> <p>Cirque Corporation: Use of Cirque Corporation technology is limited to</p>
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LC3plus: LC3plus short frame audio codec features as defined in ETSI TS 103634 are included in the code. To enable the LC3plus features in a final product, a license has to be obtained from Fraunhofer. More information can be found on the following web page: <https://www.iis.fraunhofer.de/en/ff/amm/communication/lc3.html>

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	<p>Format Client Code, or OpenMax Optimized Real Format Client code is restricted to applications in the automotive market. Licensee must be a final manufacturer in good standing with a current license with Real Networks for the commercial use and distribution of products containing the GStreamer Optimized Real Format Client Code implementation or OpenMax Optimized Real Format Client Code</p> <p>RivieraWaves SAS (a member of the CEVA, Inc. family of companies): You may not use the RivieraWaves intellectual property licensed under this Agreement if you develop, market, and/or license products similar to such RivieraWaves intellectual property. Such use constitutes a breach of this Agreement. Any such use rights must be obtained directly from RivieraWaves.</p> <p>SanDisk Corporation: If the Licensed Software includes software developed by SanDisk Corporation ("SanDisk"), you must separately obtain the rights to reproduce and distribute this software in source code form from SanDisk. Please follow these easy steps to obtain the license and software:</p> <ol style="list-style-type: none">(1) Contact your local SanDisk sales representative to obtain the SanDisk License Agreement.(2) Sign the license agreement. Fax the signed agreement to SanDisk USA marketing department at 408-542-0403. The license will be valid when fully executed by SanDisk.(3) If you have specific questions, please send an email to sales@sandisk.com <p>You may only use the SanDisk Corporation Licensed Software on products compatible with a SanDisk Secure Digital Card. You may not use the SanDisk Corporation Licensed Software on any memory device product. SanDisk retains all rights to any modifications or derivative works to the SanDisk Corporation Licensed Software that you may create.</p> <p>SEGGER Microcontroller - emWin Software: Your use of SEGGER emWin software and components is restricted for development of NXP ARM7, ARM9, Cortex-M0, Cortex-M3, Cortex-M4, Cortex-M33, Cortex-M7, and Cortex-A7 based products only.</p>
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5.4 NXP Software License (SECO)

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Text	<p>LA_OPT_NXP_Software_License v34 February 2022</p> <p>IMPORTANT. Read the following NXP Software License Agreement ("Agreement") completely. By selecting the "I Accept" button at the end of this page, or by downloading, installing, or using the Licensed Software, you indicate that you accept the terms of the Agreement and you acknowledge that you have the authority, for yourself or on behalf of your company, to bind your company to these terms. You may then download or install the file. In the event of a</p>

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