

Software license notices for TQ product

HPR50

The product contains Open Source software programs and firmware (including Proprietary Software or Open Source Software) which are protected by copyrights.

You are entitled to use the Open Source software in accordance with the applicable Open Source software license conditions. If there is any conflict between the Open Source software license conditions and the license conditions applicable to the product, the Open Source software license conditions shall take precedence in relation to the Open Source software.

We, TQ-Systems GmbH, are liable for the product including the Open Source software and firmware (including Proprietary Software or Open Source Software) it contains in accordance with the license conditions applicable to the product. This excludes any liability for use of the Open Source software that goes beyond the program sequence intended by us for the product and also excludes any liability for defects that are caused by changes by third parties made to the Open Source software, for example, after delivery by TQ-Systems.

For the Open Source components, the liability exclusions of the rights holders applies in the respective license texts.

We reserve the right to refuse providing technical support for the product if it has been modified by third parties.

This product contains software which is licensed by TQ Systems under TQ-Systems Software License Version 1.0.2.

Parts of the software are licensed by the holder of the rights as free software, or Open Source software.

The product includes the following software:

Name of the software

Name of the software license

BMS V01.95.0000

TQ-Systems Software License Agreement Version 1.0.2

License texts and copyright notices of the software components contained:

=====

BMS V01.95.0000

=====

MAIN LICENSES

TQSSLAv1.0.2

TQ-Systems Software License Agreement Version 1.0.2

Copyright 2018 TQ-Systems GmbH (TQ), D-82229 Seefeld, Germany.

All rights reserved.

It is permitted to copy and distribute this document true to word.

The software license is bound to the use of the TQ-Systems hardware.

The software is classified as product-specific software.

The software is provided exclusively in machine-readable form (binary or object code).

§1 Scope of Use and Usage Period

1. The rights to the TQ software - in particular the copyright and additional industrial property rights - shall remain exclusively with TQ even if the software has been modified by you or your company.

You are prohibited from using this Software in any way other than as described in the following provisions of this Agreement.

2. The ordinary, non-exclusive right to use the Software shall only apply in direct connection with the Product Hardware. Product hardware means that the hardware has been produced by TQ or a company affiliated with TQ and that the software has been developed specifically for that hardware.

You are prohibited from using the software developed by us on hardware products from third parties.

Any transfer to third parties is bound by the provisions of this Agreement.

3. You are obliged to report every activity to TQ in writing, with the exception of those actions which, according to the conditions of the Copyright Act (UrhG), do not require the release of the rights holder.

Outside the scope of the cases specified in the Copyright Act (UrhG), you are not entitled to modify, reverse engineer or translate the software.

If our software as a work uses software parts of third parties and therefore paragraph 1, subparagraph 3. contradicts license conditions applicable to these software parts of third parties, we additionally grant you the right to obtain permission to modify our software in binary form for your own use only and to carry out reverse engineering for the purpose of debugging these modifications. You may not distribute the modified version to third parties in any format.

4. Any use of the software that goes beyond the scope of the previous provisions requires our written consent.
5. We reserve the right to assert claims for damages.
6. You are only entitled to sub-license the software in connection with the product hardware.
7. In the event of sub-licensing, you must also ensure that no additional rights to the Software are granted to sublicensees other than those granted to you under these License Terms.
8. If you transfer your rights to the Software to any third party, you must destroy any untransferred copies of the Software.

§2 Warranty; Liability

1. We expressly point out that it is not possible according to the state of the art to develop more complex software in such a way that an error-free function is guaranteed under all application conditions. We therefore only guarantee that the delivered software is suitable for contractual use in accordance with the description created or accepted by us.
2. In case of larger and comprehensible deviations of the software functionality from the product description or specification, we are entitled to either refund the purchase price paid by you, or a subsequent performance in the form of a repair within the framework of a reasonable period or to arrange for a replacement delivery of the Product.

In the event of significant and reproducible deviations in the functionality of the software from the product description or specification, we shall be entitled, at our discretion, either to refund the purchase price paid by you or to subsequent performance within a reasonable period of time by way of repair or new delivery. If, within the framework of the supplementary performance chosen by us, we are unable to eliminate the considerable deviations in the functionality of the software that have occurred within a reasonable period by providing a defect-free update or upgrade of the software or to circumvent them in such a way that you are able to use the software in accordance with the contract,

you may claim a reduction in the agreed remuneration or withdraw from the contract. Any further claims are excluded to the extent permitted by law.

3. We do not warrant for minor deviations in the functionality of the software from the product description or specification.

4. The warranty period is one (1) year, unless longer periods are required by law. It begins with the acceptance of the software by you or - if a formal acceptance is not planned or does not take place - at the latest two (2) weeks after delivery or actual transfer.

5. We do not warrant or assume any liability beyond the scope of use described in paragraph 1 with respect to the proper selection, application and use of the Software. This applies in particular to improper use, in particular the use of incompatible hardware or software, modifications or extensions to the software made independently by or at your instigation, the culpable omission of regular data backup and other cases of incorrect or negligent handling by you.

If you use the software outside these license terms, all warranty and liability claims are void. The aforementioned warranty or liability limitations shall not apply in cases of injury to life, limb or health, in cases of liability falling within the scope of the Product Liability Act, insofar as the software lacks a property or quality expressly warranted by us or we are at fault in the form of intent or gross negligence.

§3. Additional conditions

1. Copies must contain a literal copy of this document.
2. TQ-Systems may revise this License from time to time.

Each Revision is identified by a Version number.

You may either use this Software within the scope of this version or the license or under the conditions of a later Revision of the license.

=====

OTHER LICENSES

BSD-3-Clause_ARM

Copyright (c) <year> - <year> ARM LIMITED

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 ARM 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 COPYRIGHT HOLDERS AND 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.

BSD-3-Clause_STM

COPYRIGHT(c) <year> STMicroelectronics

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. Neither the name of STMicroelectronics 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 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.

ARM DT Distribution License

Copyright (C) <year>-<year> ARM Limited. All rights reserved.

ARM Limited (ARM) is supplying this software for use with Cortex-M processor based microcontrollers. This file can be freely distributed within development tools that are supporting such ARM based processors.

THIS SOFTWARE IS PROVIDED "AS IS". NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE APPLY TO THIS SOFTWARE. ARM SHALL NOT, IN ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, FOR ANY REASON WHATSOEVER.

BSD-3-Clause

Copyright (c) <year> <owner>. 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. Neither the name of the copyright holder 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 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.

Copyright notices

Copyright (c) 2022 TQ-Systems GmbH <license@tq-group.com>, D-82229 Seefeld. All rights reserved. Author: Radmila Holatkova

Copyright (c) 2022 TQ-Systems GmbH <license@tq-group.com>, D-82229 Seefeld. All rights reserved. Author: Heinz Hornung, Radmila Holatkova

Copyright (c) 2020 GigaDevice Semiconductor Inc.

Copyright (c) 2018 GigaDevice Semiconductor Inc.

Copyright (c) 2017 GigaDevice

Copyright (c) 2016 STMicroelectronics

Copyright (c) 2012 ARM LIMITED

Copyright (c) 2009-2014 ARM LIMITED

Copyright (c) 2009-2012 ARM Limited. All rights reserved.