Siemens Third-Party Software Disclosure Document

1 Products: CP 1243-1 CP 1243-8 IRC

2 English / English

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3 German / Deutsch

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4 Chinese / 中文

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5 Spanish / Español

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6 French / Français

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7 Italian / Italiano

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8 Japanese / 日本語

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9 Russian / Русский

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The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed

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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

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d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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Version 3.1, 31 March 2009

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

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b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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Version 2, June 1991

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textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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Version 3, 29 June 2007

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Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable

form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the

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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)
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When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.
If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)
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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

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However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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*
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---

* ntddndis.h modified by Benedikt Spranger <b.spranger@pengutronix.de>
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* espacially to Casper S. Hornstrup <chorns@users.sourceforge.net>
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**
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****
* WHENCE *
****
This file attempts to document the origin and licensing information,
if known, for each piece of firmware distributed for use with the Linux
kernel.

Driver: ambassador -- Madge Ambassador (Collage PCI 155 Server) ATM NIC.
File: firmware/atmsar11.fw
Licence: Allegedly GPLv2+, but no source visible. Marked:
Madge Ambassador ATM Adapter microcode.
Copyright (C) 1995-1999 Madge Networks Ltd.
This microcode data is placed under the terms of the GNU General
Public License. The GPL is contained in /usr/doc/copyright/GPL on a
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We would prefer you not to distribute modified versions without
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Driver: korg1212 -- Korg 1212 IO audio device
File: korg/k1212.dsp
Licence: Unknown
Found in alsa-firmware package in hex form; no licensing information.

Driver: maestro3 -- ESS Allegro Maestro3 audio device

File: ess/maestro3_assp_kernel.fw
File: ess/maestro3_assp_minisrc.fw
Licence: Unknown
Found in alsa-firmware package in hex form with a comment claiming to
be GPLv2+, but without source -- and with another comment saying "ESS
drops binary dsp code images on our heads, but we don't get to see
specs on the dsp."

Driver: ymfpci -- Yamaha YMF724/740/744/754 audio devices
File: yamaha/ds1_ctrl.fw
File: yamaha/ds1_dsp.fw
File: yamaha/ds1e_ctrl.fw
Licence: Unknown
Found alsa-firmware package in hex form, with the following comment:
Copyright (c) 1997-1999 Yamaha Corporation. All Rights Reserved.

Driver: SCSI_ADVANSYS - AdvanSys SCSI
File: advansys/mcode.bin
File: advansys/3550.bin
File: advansys/38C0800.bin
File: advansys/38C1600.bin
Licence: BSD, no source available.
Found in hex form in kernel source.

Driver: SCSI_QLOGIC_1280 - Qlogic QLA 1240/1x80/1x160 SCSI support
File: qlogic/1040.bin
File: qlogic/1280.bin
File: qlogic/12160.bin
Licence: Allegedly GPLv2+, but no source visible. Marked:
QLOGIC LINUX SOFTWARE
QLogic ISP1280/ device driver for Linux 2.2.x and 2.4.x
Copyright (C) 2001 Qlogic Corporation (www.qlogic.com)

Driver: kaweth -- USB KLSI KL5USB101-based Ethernet device
File: kaweth/new_code.bin
File: kaweth/new_code_fix.bin
File: kaweth/trigger_code.bin
File: kaweth/trigger_code_fix.bin
Licence: Unknown
Found in hex form in the kernel source.

Driver: ttusb-budget -- Technotrend/Hauppauge Nova-USB devices
File: ttusb-budget/dspbootcode.bin
Licence: Unknown
Found in hex form in the kernel source.

Driver: keyspan -- USB Keyspan USA-xxx serial device
File: keyspan/mpr.fw
File: keyspan/usa18x.fw
File: keyspan/usa19.fw
File: keyspan/usa19qi.fw
File: keyspan/usa19qw.fw
File: keyspan/usa19w.fw
File: keyspan/usa28.fw
File: keyspan/usa28xa.fw
File: keyspan/usa28xb.fw
File: keyspan/usa28x.fw
File: keyspan/usa49w.fw
File: keyspan/usa49wlc.fw
Converted from Intel HEX files, used in our binary representation of ihex.
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Driver: keyspan_pda -- USB Keyspan PDA single-port serial device
File: keyspan_pda/keyspan_pda.fw

Source: keyspan_pda/keyspan_pda.S
File: keyspan_pda/xircom_pgs.fw
Source: keyspan_pda/xircom_pgs.S
Licence: GPLv2+
Compiled from original 8051 source into Intel HEX, used in our binary ihex form.

Driver: emi26 -- EMI 2|6 USB Audio interface
File: emi26/bitstream.fw
Info: VERSION=1.1.1.131 DATE=2001dec06
File: emi26/firmware.fw
Info: VERSION=1.0.2.916 DATE=12.02.2002
File: emi26/loader.fw
Converted from Intel HEX files, used in our binary representation of ihex.
Original licence information:
/*
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* Emagic EMI 2|6 Audio Interface. Distribution and/or Modification of
* any driver which includes this firmware, in whole or in part,
* requires the inclusion of this statement.
*/

Driver: emi62 -- EMI 6|2m USB Audio interface
File: emi62/bitstream.fw
Info: VERSION=1.0.0.191 DATE= 2002oct28
File: emi62/loader.fw
Source: EMILOAD.HEX
Info: VERSION=1.0.2.002 DATE=10.01.2002
File: emi62/midi.fw
Source: EMI62MFW.HEX
Info: VERSION=1.04.062 DATE=16.10.2002
File: emi62/spdif.fw
Source: EMI62SFW.HEX
Info: VERSION=1.04.062 DATE=16.10.2002
Converted from Intel HEX files, used in our binary representation of ihex.
Original licence information: None

Driver: ti_usb_3410_5052 -- USB TI 3410/5052 serial device
File: ti_3410.fw
Info: firmware 9/10/04 FW3410_Special_StartWdogOnStartPort
File: ti_5052.fw
Info: firmware 9/18/04
Licence: Allegedly GPLv2+, but no source visible. Marked:
Copyright (C) 2004 Texas Instruments
Found in hex form in kernel source.

Driver: ti_usb_3410_5052 -- Multi-Tech USB cell modems
File: mts_cdma.fw
File: mts_gsm.fw
File: mts_edge.fw
Licence: "all firmware components are redistributable in binary form"
per support@multitech.com
Copyright (C) 2005 Multi-Tech Systems, Inc.
Found in hex form in ftp://ftp.multitech.com/wireless/wireless_linux.zip
---
Driver: whiteheat -- USB ConnectTech WhiteHEAT serial device
File: whiteheat.fw
Version: 4.06
File: whiteheat_loader.fw
File: whiteheat_loader_debug.fw
Licence: Allegedly GPLv2, but no source visible. Marked:
Copyright (C) 2000-2002 ConnectTech Inc
Debug loader claims the following behaviour:
Port 1 LED flashes when the vend_ax program is running
Port 2 LED flashes when any SETUP command arrives
Port 3 LED flashes when any valid VENDOR request occurs
Port 4 LED flashes when the EXTERNAL RAM DOWNLOAD request occurs

Converted from Intel HEX files, used in our binary representation of ihex.

Driver: CPiA2 -- cameras based on Vision's CPiA2
File: cpia2/stv0672_vp4.bin
Licence: Allegedly GPLv2+, but no source visible. Marked:
Copyright (C) 2001 STMicroelectronics, Inc.
Contact: steve.miller@st.com
Description: This file contains patch data for the CPiA2 (stv0672) VP4.
Found in hex form in kernel source.

Driver: DABUSB -- Digital Audio Broadcasting (DAB) Receiver for USB and Linux
File: dabusb/firmware.fw
File: dabusb/bitstream.bin
Licence: Distributable
* Copyright (C) 1999 BayCom GmbH
*
* Redistribution and use in source and binary forms, with or without
* modification, are permitted provided that redistributions of source
* code retain the above copyright notice and this comment without
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Driver: USB_VICAM -- USB 3com HomeConnect (aka vicam)
File: vicam/firmware.fw
Licence: Unknown
Found in hex form in kernel source.

Driver: USB_SERIAL_EDGEPORT - USB Inside Out Edgeport Serial Driver
File: edgeport/boot.fw
File: edgeport/boot2.fw
File: edgeport/down.fw
File: edgeport/down2.fw
Licence: Allegedly GPLv2+, but no source visible. Marked:
//**
//* Edgeport/4 Binary Image
//* Generated by HEX2C v1.06
//* Copyright (C) 1998 Inside Out Networks, All rights reserved.
//**
Found in hex form in kernel source.

Driver: USB_SERIAL_EDGEPORT_TI - USB Inside Out Edgeport Serial Driver
(TI Devices)
File: edgeport/down3.bin
Licence:
//**
//* Edgeport Binary Image (for TI based products)
//* Generated by TIBin2C v2.00 (watchport)
//* Copyright (C) 2001 Inside Out Networks, All rights reserved.
//**
Found in hex form in kernel source.

Driver: ATARI_DSP56K - Atari DSP56k support
File: dsp56k/bootstrap.bin
Source: dsp56k/bootstrap.asm
Licence: GPLv2 or later
DSP56001 assembler, possibly buildable with a56 from
http://www.zdomain.com/a56.html

Driver: SND_SB16_CSP - Sound Blaster 16/AWE CSP support
File: sb16/mulaw_main.csp
File: sb16/alaw_main.csp
File: sb16/ima_adpcm_init.csp
File: sb16/ima_adpcm_playback.csp
File: sb16/ima_adpcm_capture.csp
Licence: Allegedly GPLv2+, but no source visible. Marked:
/*
* Copyright (c) 1994 Creative Technology Ltd.
* Microcode files for SB16 Advanced Signal Processor
*/
Found in hex form in kernel source.

Driver: CASSINI - Sun Cassini
File: sun/cassini.bin
Licence: Unknown
Found in hex form in kernel source.

Driver: cxgb3 - Chelsio Terminator 3 1G/10G Ethernet adapter
File: cxgb3/t3b_psram-1.1.0.bin.ihex
File: cxgb3/t3c_psram-1.1.0.bin.ihex

file: cxgb3/t3fw-7.4.0.bin.ihex
License: GPLv2 or OpenIB.org BSD license, no source visible

Driver: cxgb3 - Chelsio Terminator 3 1G/10G Ethernet adapter
File: cxgb3/ael2005_opt_edc.bin.ihex
File: cxgb3/ael2005_twx_edc.bin.ihex
File: cxgb3/ael2020_twx_edc.bin.ihex
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Found in hex form in kernel source.

Driver: e100 -- Intel PRO/100 Ethernet NIC
File: e100/d101m_ucode.bin
File: e100/d101s_ucode.bin
File: e100/d102e_ucode.bin
Licence: Unknown
Found in hex form in kernel source.

Driver: acenic -- Alteon AceNIC Gigabit Ethernet card
File: acenic/tg1.bin
File: acenic/tg2.bin
Licence: Unknown
Found in hex form in kernel source, but source allegedly available at
http://alteon.shareable.org/

Driver: tigon3 -- Broadcom Tigon3 based gigabit Ethernet cards
File: tigon/tg3.bin
File: tigon/tg3_tso.bin
File: tigon/tg3_tso5.bin
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Found in hex form in kernel source.

Driver: ADAPTEC_STARFIRE - Adaptec Starfire/DuraLAN support
File: adaptec/starfire_rx.bin
File: adaptec/starfire_tx.bin
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Driver: TEHUTI - Tehuti Networks 10G Ethernet
File: tehuti/bdx.bin
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Found in hex form in kernel source.

Driver: TYPHOON - 3cr990 series Typhoon
File: 3com/typhoon.bin
Licence:
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*/
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Driver: YAM - YAM driver for AX.25
File: yam/1200.bin
File: yam/9600.bin
Licence:
* (C) F6FBB 1998
Found in hex form in kernel source.

Driver: PCMCIA_PCNET - NE2000 compatible PCMCIA adapter
File: cis/LA-PCM.cis
cis/PCMLM28.cis
cis/DP83903.cis
cis/NE2K.cis
cis/tamarack.cis
cis/PE-200.cis
cis/PE520.cis
Licence: GPL
Originally developed by the pcmcia-cs project

Driver: PCMCIA_3C589 - 3Com PCMCIA adapter
File: cis/3CXEM556.cis
Licence: GPL
Originally developed by the pcmcia-cs project

Driver: PCMCIA_3C574 - 3Com PCMCIA adapter
File: cis/3CCFEM556.cis
Licence: GPL
Originally developed by the pcmcia-cs project

Driver: SERIAL_8250_CS - Serial PCMCIA adapter
File: cis/MT5634ZLX.cis
cis/RS-COM-2P.cis
cis/COMpad2.cis
cis/COMpad4.cis
cis/SW_555_SER.cis
cis/SW_7xx_SER.cis
cis/SW_8xx_SER.cis
Licence: GPL
Originally developed by the pcmcia-cs project

Driver: PCMCIA_SMC91C92 - SMC 91Cxx PCMCIA
File: ositech/Xilinx7OD.bin
Licence: Allegedly GPL, but no source visible. Marked:
This file contains the firmware of Seven of Diamonds from OSITECH.
(Special thanks to Kevin MacPherson of OSITECH)
Found in hex form in kernel source.

Driver: SCSI_QLOGICPTI - PTI Qlogic, ISP Driver
File: qlogic/isp1000.bin
Licence: Unknown
Found in hex form in kernel source.

Driver: MYRI_SBUS - MyriCOM Gigabit Ethernet
File: myricom/lanai.bin
Licence: Unknown

Found in hex form in kernel source.

Driver: bnx2x: Broadcom Everest
File: bnx2x/bnx2x-e1-6.2.9.0.fw
File: bnx2x/bnx2x-e1h-6.2.9.0.fw
File: bnx2x/bnx2x-e2-6.2.9.0.fw
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Driver: BNX2 - Broadcom NetXtremeII
File: bnx2/bnx2-mips-06-6.2.1.fw
File: bnx2/bnx2-rv2p-06-6.0.15.fw
File: bnx2/bnx2-mips-09-6.2.1a.fw
File: bnx2/bnx2-rv2p-09-6.0.17.fw
File: bnx2/bnx2-rv2p-09ax-6.0.17.fw
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Driver: DVB AV7110 -- AV7110 cards
File: av7110/bootcode.bin
Licence: GPLv2 or later
ARM assembly source code available at https://linuxtv.org/downloads/firmware/Boot.S

Driver: wavefront - ISA WaveFront sound card
File: yamaha/yss225_registers.bin
Licence: Allegedly GPLv2+, but no source visible.
Found in hex form in kernel source, with the following comment:
Copyright (c) 1998-2002 by Paul Davis <pbd@op.net>

Driver: mga - Matrox G200/G400/G550
File: matrox/g200_warp.fw
File: matrox/g400_warp.fw
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Found in hex form in kernel source.

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Found in decimal form in kernel source.
--------------------------------------------------------------------------------
Driver: radeon - ATI Radeon
File: radeon/R100_cp.bin
File: radeon/R200_cp.bin
File: radeon/R300_cp.bin
File: radeon/R420_cp.bin
File: radeon/RS600_cp.bin
File: radeon/RS690_cp.bin
File: radeon/R520_cp.bin
File: radeon/R600_pfp.bin
File: radeon/R600_me.bin
File: radeon/RV610_pfp.bin
File: radeon/RV610_me.bin
File: radeon/RV630_pfp.bin
File: radeon/RV630_me.bin
File: radeon/RV620_pfp.bin
File: radeon/RV620_me.bin
File: radeon/RV635_pfp.bin
File: radeon/RV635_me.bin
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<signature of Ty Coon>, 1 April 1989
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Version 3, 29 June 2007

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*
* Inspired by Daniel J. Bernstein's public domain nistp224 implementation
* and Adam Langley's public domain 64-bit C implementation of curve25519
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====================================================================*/
#include <stdio.h>
#include <string.h>
#include <
```

```
At least you need two steps: generating the key & request and then installing
the certificate. A real world CA would have some more steps involved, eg.
accepting some license. Note that both scripts shown below are just
experimental state without any warrenty!
```

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This license change was announced on the 18th of August 2010 by Wim Coekaerts, on behalf of Oracle America.
Reasons for the change can be found on his blog, http://blogs.sun.com/webmink/entry/old_code_and_old_licenses

Other related hits:
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http://yro.slashdot.org/comments.pl?sid=1767910&cid=33388040
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The initial license problem was known over the years, as the initial Sun RPC license being non-free and incompatible with the GPL.
According to Wim Coekaert's, Oracle America VP, blog:
Relicensed
On Saturday I was able to tell Europe's Free Software developers that the licenses on the RPC code are no longer a barrier to Free software - we'll change the license to Sun's copyrights in the RPC code to a standard 3-clause BSD license, allowing inheritance of that licensing by both Debian and Fedora. I'm delighted to have been able to fix this problem, which arose not because of failure but because of the success of software freedom over many years and becuase of Sun's early commitment to it.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

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c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

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This license change was announced on the 18th of August 2010 by Wim Coekaerts, on behalf of Oracle America.
Reasons for the change can be found on his blog, http://blogs.sun.com/webmink/entry/old_code_and_old_licenses

Other related hits:
http://www.infoworld.com/print/135999
http://yro.slashdot.org/comments.pl?sid=1767910&cid=33388040
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The initial license problem was known over the years, as the initial Sun RPC license being non-free and incompatible with the GPL.
According to Wim Coekaert’s, Oracle America VP, blog:
Relicensed
On Saturday I was able to tell Europe's Free Software developers that the licenses on the RPC code are no longer a barrier to Free software - we'll change the license to Sun's copyrights in the RPC code to a standard 3-clause BSD license, allowing inheritance of that licensing by both Debian and Fedora. I'm delighted to have been able to fix this problem, which arose not because of failure but because of the success of software freedom over many years and becuase of Sun's early commitment to it.

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