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1. PXM30-1/40-1/50-1/30.E/40.E/50.E - MR2021_06 and MR2021_10

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The deflate format used by zlib was defined by Phil Katz. The deflate and zlib specifications were written by L. Peter Deutsch. Thanks to all the people who reported problems and suggested various improvements in zlib; they are too numerous to cite here.

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1.2.42 SOFTWARE FREEDOM CONSERVANCY FISCAL SPONSORSHIP AGREEMENT (42)

SOFTWARE FREEDOM CONSERVANCY FISCAL SPONSORSHIP AGREEMENT

This Agreement is made by and between The Software Freedom Conservancy ("Conservancy") and Beman G. Dawes (the "Representative") on behalf of the project known as Boost (the "Project"). The Conservancy is a New York nonprofit public benefit corporation located in New York, New York, which has received recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classification as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

WHEREAS:

- A. The purpose of the Project is to produce and distribute software that can be freely copied, modified and redistributed by the general public ("Free Software").
- B. The Conservancy desires to act as the fiscal sponsor of the Project beginning on the Effective Date (as defined below) to assist the Project in accomplishing its purpose, which the Conservancy has determined will further the Conservancy's charitable goals. The Project desires to manage itself under the sponsorship of the Conservancy.
- C. The Conservancy's Board of Directors has approved the establishment of a fund to receive donations of cash and other property earmarked for support of the Project and to make disbursements in furtherance of the Project's mission (the "Project Fund").

Currently, the principal office of the Project is located at:

Beman G Dawes
PO Box 400
Onancock, VA 23417.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. As of the Effective Date, the Project joins the Conservancy, which relationship will continue unless and until terminated as set forth below.
2. Project Management and Activities.
 - a. The Project Will Be Free Software. The Conservancy and the Project agree that any software distributed by the Project will be distributed solely as Free Software.
 - b. The Committee Will Manage the Project. Authority to manage the technical and artistic direction of the Project and the program activities of the Project is delegated to the Committee (as defined in Paragraph 4 herein), subject at all times to the direction and control of the Conservancy's Board of Directors. The Conservancy will only intervene in the program activities to the extent the Project is not in compliance with Paragraph 2(a) or Paragraph 5 of this Agreement.
 - c. Ultimate Responsibility of Project. Subject to Section 2(b) of this Agreement, all community programs, public information work, fundraising events, processing and acknowledgment of cash and non-cash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of Project funds (including grants), and other activities planned by the Project shall be the ultimate responsibility of the Conservancy and shall be conducted in the name of the Conservancy, beginning on the Effective Date.
 - d. Project Not An Agent Of Conservancy. The Project does not and shall not act as an agent for the Conservancy unless specifically authorized in writing by the Conservancy to do so or as otherwise as specified in this agreement.
3. No Fees. The Conservancy will collect no fees from the Project.
4. Project Fund/Variance Power. Beginning on the Effective Date, the Conservancy shall place all gifts, grants, contributions and other revenues received by the

Conservancy and identified with the Project into a Project Fund to be used for the sole benefit of the Project's mission as that mission may be defined by the Committee from time to time with the approval of the Conservancy. The Conservancy retains the unilateral right to spend such funds so as to accomplish the purposes of the Project as nearly as possible within the Conservancy's sole judgment, subject to any donor-

imposed restrictions, as to purpose, on the charitable use of such assets. The

Conservancy expects to make such expenditures at the direction of the Project in the ordinary course of the Project's operations. The parties agree that all money, and the fair market value of all property, deposited in the Project Fund be reported as the income of the Conservancy, for both tax purposes and for purposes of the

the Conservancy's financial statements. It is the intent of the parties that this Agreement be interpreted to provide the Conservancy with variance powers necessary to enable the Conservancy to treat the Project Fund as the Conservancy's asset in accordance with Financial Accounting Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect.

5. Project Fund Management / Performance of Charitable Purposes. All of the assets received by the Conservancy under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of the Conservancy.

2The Project agrees not to use its funds or operate in any way which would jeopardize the tax-exempt status of the Conservancy. No item of revenue shall be earmarked for use in any attempt to influence legislation within the meaning of IRC Section

501(c) (3) and no agreement, oral or written, to that effect shall be made between the Conservancy and any revenue source. The Conservancy shall not use any portion of the assets to participate or intervene in any political campaign on behalf or in

opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c) (3) .

6. Representation of the Project in the Conservancy. The Project will be managed by a Committee of moderators (the "Committee"), The Committee will elect a single individual to communicate with the Conservancy (the "Representative") and shall notify the Conservancy promptly following the election of a new Representative. The Representative will have the authority to instruct the Conservancy on the Project's behalf on all matters.

7. Termination. The Committee or the Conservancy may terminate this Agreement at any time subject to the following understandings:

a. Notice and Successor Search. Either the Conservancy or the Committee may terminate this Agreement on 60 days' written notice to the other party, so long as a Successor can be found that meets the following requirements:

i. the Successor is another nonprofit corporation which is tax-exempt under IRC Section 501(c) (3) ,

ii. the Successor is not classified as a private foundation under Section 509(a) ,

iii. the Successor is willing and able to sponsor the Project, and

iv. the Successor is approved in writing by both parties by the end of the 60-day period, such approval not to be unreasonably withheld.

b. Additional Search Periods. If the parties cannot agree on a Successor to sponsor the Project, the Committee shall have an additional 60 days to find a Successor willing and able to sponsor the Project. Upon written agreement of the parties, the Committee shall have further additional periods in which to find a Successor. Such periods will be of a duration agreed to by the parties.

c. Transfer to a Successor. If a Successor is found, the balance of assets in the Project Fund, together with any other assets held or liabilities incurred by the Conservancy in connection with the Project, shall be transferred to the Successor by the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If the Project has formed a new organization 3qualified as a Successor as set forth in this Section, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof.

d. Termination Without a Successor. If no Successor is found, the Conservancy may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws.

8. Miscellaneous. Each provision of this Agreement shall be separately enforceable, and

the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing and signed by all parties to this Agreement.

9.

Counterparts / Facsimile. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when together, shall constitute but one and the same instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the ___ day of _____, ____ (the "Effective Date").

By: _____ Dated: _____

Beman G. Dawes

By: _____ Dated: _____

Software Freedom Conservancy

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University of Toronto.

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1.2.59 Zlib (59)

zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.2, October 3rd, 2004

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Version 1.1 - 26 February 2007

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Version 3.1, 31 March 2009

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1.2.178 GCC-exception-3.1 (178)

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* It allows rescanning of an option list by setting optind to 0 before
* calling, which is why we use it even if the system has its own (in fact,
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"Intellectual Property Rights" shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyrights, trademarks, service marks, trade names, logos or other words or symbols and any other form of statutory protection of any kind and applications for any of the foregoing as well as any trade secrets.

"License Certificate" shall mean a certificate generated by The Qt Company for each Designated User respectively upon them downloading the licensed Software. License Certificate will be available under respective Designated User's Qt Account at account.qt.io and it will specify the Designated User, the Development Platforms, Deployment Platforms and the License Term. The terms of the License Certificate are considered part of this Agreement and shall be updated from time to time to reflect any agreed changes to the foregoing terms relating to Designated User's rights to the Licensed Software.

"License Fee" shall mean the fee charged to the Licensee for rights granted under the terms of this Agreement.

"License Term" shall mean the agreed validity period of the Development License of the respective Designated User, during which time the Designated User is entitled to use the Licensed Software, as set forth in the respective License Certificate.

"Licensed Software" shall mean all versions of the

(i) Qt Toolkit (including Qt Essentials, Qt Add-Ons and Value-Add modules) as described in <http://doc.qt.io/qt-5/qtmodules.html>,

(ii) Qt Creator (including Creator IDE tool) as described in <http://doc.qt.io/qtcreator/index.html>,

(iii) Qt 3D Studio as described in <http://doc.qt.io/qt3dstudio/index.html>, and

as well as corresponding online or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation, licensed to the Licensee under this Agreement. Licensed Software does not include Third Party Software (as defined in Section 4), Open Source Qt, or other software products of The Qt Company (for example Qt Safe Renderer and Qt for Automation), unless such other software products of The Qt Company are separately agreed in writing to be included in scope of the Licensed Software.

"Licensee" shall mean the individual or legal entity that is party to this Agreement, as identified on the signature page hereof.

"Licensee's Records" shall mean books and records that are likely to contain information bearing on Licensee's compliance with this Agreement or the payments due to The Qt Company under this Agreement, including, but not limited to: assembly logs, sales records and distribution records.

"Modified Software" shall have the meaning as set forth in Section 2.3.

"Online Services" shall mean any services or access to systems made available by The Qt Company to the Licensee over the Internet relating to the Licensed Software or for the purpose of use by the Licensee of the Licensed Software or Support. Use of any such Online Services is discretionary for the Licensee and

some of them may be subject to additional fees.

"Open Source Qt" shall mean the non-commercial Qt computer software products, licensed under the terms of the GNU Lesser General Public License, version 2.1 or later ("LGPL") or the GNU General Public License, version 2.0 or later ("GPL"). For clarity, Open Source Qt shall not be provided nor governed under this Agreement.

"Party" or "Parties" shall mean Licensee and/or The Qt Company.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 1, Section 1 that may be distributed pursuant to the terms of this Agreement in object code form only, including any relevant documentation. Where relevant, any reference to Licensed Software in this Agreement shall include and refer also to Redistributables.

"Renewal Term" shall mean an extension of previous License Term as agreed between the Parties.

"Submitted Modified Software" shall have the meaning as set forth in Section 2.3.

"Support" shall mean standard developer support that is provided by The Qt Company to assist Designated Users in using the Licensed Software in accordance with The Qt Company's standard support terms and as further defined in Section 8 hereunder.

"Taxes" shall have the meaning set forth in Section 10.5.

"Term" shall have the meaning set forth in Section 12.

"The Qt Company" shall mean:

(i) in the event Licensee is an individual residing in the United States or a legal entity incorporated in the United States or having its headquarters in the United States, The Qt Company Inc., a Delaware corporation with its office at 2350 Mission College Blvd., Suite 1020, Santa Clara, CA 95054, USA.; or

(ii) in the event the Licensee is an individual residing outside of the United States or a legal entity incorporated outside of the United States or having its registered office outside of the United States, The Qt Company Ltd., a Finnish company with its registered office at Bertel Jungin aukio D3A, 02600 Espoo, Finland.

"Third Party Software " shall have the meaning set forth in Section 4.

"Updates" shall mean a release or version of the Licensed Software containing bug fixes, error corrections and other changes that are generally made available to users of the Licensed Software that have contracted for Support. Updates are generally depicted as a change to the digits following the decimal in the Licensed Software version number. The Qt Company shall make Updates available to the Licensee under the Support. Updates shall be considered as part of the Licensed Software hereunder.

"Upgrades" shall mean a release or version of the Licensed Software containing enhancements and new features and are generally depicted as a change to the first digit of the Licensed Software version number. In the event Upgrades are provided to the Licensee under this Agreement, they shall be considered as part of the Licensed Software hereunder.

2. OWNERSHIP

2.1 Ownership of The Qt Company

The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold.

All The Qt Company's Intellectual Property Rights are and shall remain the exclusive property of The Qt Company or its licensors respectively.

2.2 Ownership of Licensee

All the Licensee's Intellectual Property Rights are and shall remain the exclusive property of the Licensee or its licensors respectively.

All Intellectual Property Rights to the Modified Software, Applications and Devices shall remain with the Licensee and no rights thereto shall be granted by the Licensee to The Qt Company under this Agreement (except as set forth in Section 2.3 below).

2.3 Modified Software

Licensee may create bug-fixes, error corrections, patches or modifications to the Licensed Software ("Modified Software"). Such Modified Software may break the source or binary compatibility with the Licensed Software (including without limitation through changing the application programming interfaces ("API") or by adding, changing or deleting any variable, method, or class signature in the Licensed Software and/or any inter-process protocols, services or standards in the Licensed Software libraries). To the extent that Licensee's Modified Software so breaks source or binary compatibility with the Licensed Software, Licensee acknowledges that The Qt Company's ability to provide Support may be prevented or limited and Licensee's ability to make use of Updates may be restricted.

Licensee may, at its sole and absolute discretion, choose to submit Modified Software to The Qt Company ("Submitted Modified Software") in connection with Licensee's Support request, service request or otherwise. In the event Licensee does so, then, Licensee hereby grants The Qt Company a sublicensable, assignable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up license, under all of Licensee's Intellectual Property Rights, to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute such Submitted Modified Software as The Qt Company sees fit at its free and absolute discretion.

3. LICENSES GRANTED

3.1 Development with Licensed Software

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable license, valid for the License Term, to use, modify and copy the Licensed Software by Designated Users on the Development Platforms for the sole purposes of designing, developing, demonstrating and testing Application(s) and/or Devices, and to provide thereto related support and other related services to end-user Customers.

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that (i) only the Designated Users may use the Licensed Software, and (ii) all Designated Users must have a valid Development License to use Licensed Software.

Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying The Qt Company in writing, provided that any Designated User may be replaced only once during any six-month period.

Upon expiry of the initially agreed License Term, the respective License Terms shall be automatically extended to one or more Renewal Term(s), unless and until either Party notifies the other Party in writing that it does not wish to

continue the License Term, such notification to be provided to the other Party no less than ninety (90) days before expiry of the respective License Term. Unless otherwise agreed between the Parties, Renewal Term shall be of equal length with the initial Term.

Any such Renewal Term shall be subject to License Fees agreed between the Parties or, if no advance agreement exists, subject to The Qt Company's standard pricing applicable at the commencement date of any such Renewal Term.

3.2 Distribution of Applications

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) right and license, valid for the Term, to

(i) distribute, by itself or through its Contractors, Redistributables as installed, incorporated or integrated into Applications for execution on the Deployment Platforms, and

(ii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Applications for their respective intended purposes.

Right to distribute the Redistributables as part of an Application as provided herein is not royalty-bearing but is conditional upon the Licensee having paid the agreed Development Licenses from The Qt Company before distributing any Redistributables to Customers.

3.3 Distribution of Devices

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) right and license, valid for the Term, to

(i) distribute, by itself or through one or more tiers of Contractors, Redistributables as installed, incorporated or integrated, or intended to be installed, incorporated or integrated into Devices for execution on the Deployment Platforms, and

(ii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Devices for their respective intended purposes.

Right to distribute the Redistributables with Devices as provided herein is conditional upon the Licensee having purchased and paid the appropriate amount of Development and Distribution Licenses from The Qt Company before distributing any Redistributables to Customers.

3.4 Further Requirements

The licenses granted above in this Section 3 by The Qt Company to Licensee are conditional and subject to Licensee's compliance with the following terms:

(i) Licensee shall not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;

(ii) Applications must add primary and substantial functionality to the Licensed Software;

(iii) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; provided however that Licensee may use the Licensed Software's scripting and QML ("Qt

Quick") functionality solely in order to enable scripting, themes and styles that augment the functionality and appearance of the Application(s) without adding primary and substantial functionality to the Application(s);

(iv) Applications must not compete with the Licensed Software;

(v) Licensee shall not use The Qt Company's or any of its suppliers' names, logos, or trademarks to market Applications, except that Licensee may use "Built with Qt" logo to indicate that Application(s) was developed using the Licensed Software;

(vi) Licensee shall not distribute, sublicense or disclose source code of Licensed Software to any third party (provided however that Licensee may appoint employee(s) of Contractors as Designated Users to use Licensed Software pursuant to this Agreement). Such right may be available for the Licensee subject to a separate software development kit ("SDK") license agreement to be concluded with The Qt Company;

(vii) Licensee shall not grant the Customers a right to (i) make copies of the Redistributables except when and to the extent required to use the Applications and/or Devices for their intended purpose, (ii) modify the Redistributables or create derivative works thereof, (iii) decompile, disassemble or otherwise reverse engineer Redistributables, or (iv) redistribute any copy or portion of the Redistributables to any third party, except as part of the onward sale of the Device on which the Redistributables are installed;

(viii) Licensee shall not and shall cause that its Affiliates or Contractors shall not a) in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt, or b) incorporate or integrate Applications into a hardware device or product other than a Device, unless Licensee has received an advance written permission from The Qt Company to do so. Absent such written permission, any and all distribution by the Licensee during the Term of a hardware device or product a) which incorporate or integrate any part of Licensed Software or Open Source Qt; or b) where the main user interface or substantial functionality is provided by software build with Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt, shall be considered as a Device distribution under this Agreement and dependent on compliance thereof (including but not limited to obligation to pay applicable License Fees for such distribution);

(ix) Licensee shall cause all of its Affiliates and Contractors entitled to make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof and for any purposes other than operating within the scope of their services for Licensee. Licensee shall be responsible for any and all actions and omissions of its Affiliates and Contractors relating to the Licensed Software and use thereof (including but not limited to payment of all applicable License Fees);

(x) Except when and to the extent explicitly provided in this Section 3, Licensee shall not transfer, publish, disclose, display or otherwise make available the Licensed Software;

; and

(xi) Licensee shall not attempt or enlist a third party to conduct or attempt to conduct any of the above.

Above terms shall not be applicable if and to the extent they conflict with any mandatory provisions of any applicable laws.

Any use of Licensed Software beyond the provisions of this Agreement is strictly prohibited and requires an additional license from The Qt Company.

4. THIRD PARTY SOFTWARE

The Licensed Software may provide links to third party libraries or code (collectively "Third Party Software") to implement various functions. Third Party Software does not comprise part of the Licensed Software. In some cases, access to Third Party Software may be included in the Licensed Software. Such Third Party Software will be listed in the ".../src/3rdparty" source tree delivered with the Licensed Software or documented in the Licensed Software, as such may be amended from time to time. Licensee acknowledges that use or distribution of Third Party Software is in all respects subject to applicable license terms of applicable third party right holders.

5. PRE-RELEASE CODE

The Licensed Software may contain pre-release code and functionality marked or otherwise stated as "Technology Preview", "Alpha", "Beta" or similar designation. Such pre-release code may be present in order to provide experimental support for new platforms or preliminary versions of one or more new functionalities. The pre-release code may not be at the level of performance and compatibility of a final, generally available, product offering of the Licensed Software. The pre-release parts of the Licensed Software may not operate correctly, may contain errors and may be substantially modified by The Qt Company prior to the first commercial product release, if any. The Qt Company is under no obligation to make pre-release code commercially available, or provide any Support or Updates relating thereto. The Qt Company assumes no liability whatsoever regarding any pre-release code, but any use thereof is exclusively at Licensee's own risk and expense.

6. LIMITED WARRANTY AND WARRANTY DISCLAIMER

The Qt Company hereby represents and warrants that it has the power and authority to grant the rights and licenses granted to Licensee under this Agreement.

Except as set forth above, the Licensed Software is licensed to Licensee "as is" and Licensee's exclusive remedy and The Qt Company's entire liability for errors in the Licensed Software shall be limited, at The Qt Company's option, to correction of the error, replacement of the Licensed Software or return of the applicable fees paid for the defective Licensed Software for the time period during which the License is not able to utilize the Licensed Software under the terms of this Agreement.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY ON BEHALF OF ITSELF AND ITS LICENSORS, SUPPLIERS AND AFFILIATES, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE LICENSED SOFTWARE. THE QT COMPANY DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED. ALL USE OF AND RELIANCE ON THE LICENSED SOFTWARE IS AT THE SOLE RISK OF AND RESPONSIBILITY OF LICENSEE.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES PAID OR PAYABLE TO THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

8. SUPPORT, UPDATES AND ONLINE SERVICES

Upon due payment of the agreed License Fees the Licensee will be eligible to receive Support and Updates and to use the Online Services during the License Term, provided, however, that in the event the License Term is longer than 36 months, Support is provided only for the first 12 months, unless the Parties specifically otherwise agree.

Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.

From time to time The Qt Company may change the Support terms, provided that during the respective ongoing License Term the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to Customers.

9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to

the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

10. FEES, DELIVERY AND PAYMENT

10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be.

The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase.

Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs.

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after

delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular

business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12 TERM AND TERMINATION

12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that

Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY ON BEHALF OF ITSELF AND ITS LICENSORS, SUPPLIERS AND AFFILIATES, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE LICENSED SOFTWARE. THE QT COMPANY DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED. ALL USE OF AND RELIANCE ON THE LICENSED SOFTWARE IS AT THE SOLE RISK OF AND RESPONSIBILITY OF LICENSEE.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE. EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES PAID OR PAYABLE TO THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY

PRECEDING THE EVENT RESULTING IN SUCH LIABILITY. THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

8. SUPPORT, UPDATES AND ONLINE SERVICES

Upon due payment of the agreed License Fees the Licensee will be eligible to receive Support and Updates and to use the Online Services during the License Term, provided, however, that in the event the License Term is longer than 36 months, Support is provided only for the first 12 months, unless the Parties specifically otherwise agree. Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees. From time to time The Qt Company may change the Support terms, provided that during the respective ongoing License Term the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee. Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to Customers.

9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information. Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary. The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

10. FEES, DELIVERY AND PAYMENT

10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or

Purchase Order confirmation or in an appendix hereto, as the case may be. The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase. Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs. Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement. Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly. Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account. Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company. The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee. A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due. The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company. Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to contain information, in sufficient detail,

on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement. If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12 TERM AND TERMINATION

12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination. Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require

in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party from fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

14.9 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any other software or hardware not delivered by The Qt Company under this Agreement.

14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled

to recover its attorney's fees and costs in connection with such action.

14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

APPENDICES

The Agreement includes Appendix 1 as shown below. In addition, the Agreement may include one or more of the Appendices 3-5 listed below depending on the product(s) purchased by the Licensee, what is stated in the quote or invoice, and/or what is stated on the License Certificate.

APPENDIX 1: LICENSED SOFTWARE

1a. Licensed Software - Qt Toolkit

Module	Description
Qt Core	Core non-graphical classes used by other modules.
Qt GUI components.	Base classes for graphical user interface (GUI) components.
Qt Multimedia	Classes for audio, video and camera functionality.
Qt Multimedia Widgets	Widget-based classes for implementing multimedia functionality.
Qt Network	Classes to make network programming easier and more portable.
Qt QML	Classes for QML and JavaScript languages.
Qt Quick	A declarative framework for building highly dynamic applications with custom user interfaces.
Qt Quick Controls 2	Provides lightweight QML types for creating performant user interfaces for desktop, embedded, and mobile devices.
Qt Quick Dialogs	Types for creating and interacting with system dialogs from a Qt Quick application.
Qt Quick Layouts	Layouts are items that are used to arrange Qt Quick 2 based items in the user interface.
Qt Quick Test	A unit test framework for QML applications.
Qt SQL	Classes for database integration using SQL.
Qt Test	Classes for unit testing Qt applications and libraries.
Qt Widgets	Classes to extend Qt GUI with C++ widgets.
Active Qt	Classes for applications which use ActiveX and COM
Qt 3D	Functionality for near-realtime simulation systems with support for 2D and 3D rendering.
Qt Android Extras	Provides platform-specific APIs for Android.
Qt Bluetooth	Provides access to Bluetooth hardware.
Qt Canvas 3D	Enables OpenGL-like 3D drawing calls from Qt Quick applications using JavaScript.
Qt Concurrent	Classes for writing multi-threaded programs without using low-level threading primitives.
Qt D-Bus	Classes for inter-process communication over the D-Bus protocol.
Qt Gamepad	Enables Qt applications to support the use of gamepad hardware.
Qt Graphical Effects	Graphical effects for use with Qt Quick 2.
Qt Help	Classes for integrating documentation into applications, similar to Qt Assistant.
Qt Image Formats	Plugins for additional image formats: TIFF, MNG, TGA, WBMP.
Qt Location	Displays map, navigation, and place content in a QML application.
Qt Mac Extras	Provides platform-specific APIs for macOS.
Qt Network Authorization	Provides support for OAuth-based authorization to online services.
Qt NFC	Provides access to Near-Field communication (NFC)

hardware.	
Qt Platform Headers information.	Provides classes that encapsulate platform-specific information.
Qt Positioning monitoring classes.	Provides access to position, satellite and area monitoring classes.
Qt Print Support	Classes to make printing easier and more portable.
Qt Purchasing applications.	Enables in-app purchase of products in Qt applications.
Qt for Python	Python bindings for Qt.
Qt Quick Controls desktop-style user interfaces.	Reusable Qt Quick based UI controls to create classic desktop-style user interfaces.
Qt Quick Extras	Provides a specialized set of controls that can be used to build interfaces in Qt Quick.
Qt Quick Widgets Quick user interface.	Provides a C++ widget class for displaying a Qt Quick user interface.
Qt SCXML machines from SCXML files.	Provides classes and tools for creating state machines from SCXML files.
Qt Sensors recognition.	Provides access to sensor hardware and motion gesture recognition.
Qt Serial Bus	Provides access to serial industrial bus interface.
Qt Serial Port	Provides access to hardware and virtual serial ports.
Qt Speech text-to-speech.	Provides support for accessibility features such as text-to-speech.
Qt SVG	Classes for displaying the contents of SVG files.
Qt UI Tools Designer dynamically, at runtime.	Classes for loading QWidget based forms created in Qt Designer dynamically, at runtime.
Qt WebChannel clients for seamless integration of Qt applications with HTML/JavaScript clients.	Provides access to QObject or QML objects from HTML clients for seamless integration of Qt applications with HTML/JavaScript clients.
Qt WebEngine applications using the Chromium browser project.	Classes and functions for embedding web content in applications using the Chromium browser project.
Qt WebSockets	Provides WebSocket communication.
Qt WebView APIs native to the platform.	Displays web content in a QML application by using APIs native to the platform.
Qt Windows Extras	Provides platform-specific APIs for Windows.
Qt X11 Extras	Provides platform-specific APIs for X11.
Qt XML	C++ implementations of SAX and DOM.
Qt XML Patterns validation.	Support for XPath, XQuery, XSLT and XML schema validation.
Qt Wayland Compositor	Provides a framework to develop a Wayland compositor.
Qt Charts	UI Components for displaying charts.
Qt Data Visualization	UI Components for creating 3D data visualizations.
Qt Virtual Keyboard	A framework for implementing different input methods as well as a QML virtual keyboard.

1b. Licensed software - Embedded software development libraries

Module	Description
Boot 2 Qt stack target hardware	Yocto based Embedded Linux stack for selected target hardware
Qt OTA updates Over The Air.	Client-side capability for device image updates Over The Air.
Device Utilities	Collection of API's to manage the device; E.g. display, WiFi and Bluetooth settings.
Qt Debugging Bridge (QDB) Daemon	Enables host-target deployment, debugging, profiling and other features over USB. Up to developer to decide if this is left in the final solution.

1c. Licensed Software - Qt Tools/Applications

Tool	Description
Qt Creator	The integrated development environment for Qt.
Qt Designer	Qt tool for designing and building graphical user interfaces.
Qt Linguist	Tool used to add translations to Qt applications.
Qt Assistant	Tool for viewing online documentation in Qt help-file format.
Qmake	Utility tool used to automate the generation of make files.
uic	User interface compiler for the Qt GUI toolkit.
rcc	Resource compiler used for embedding resources into Qt

applications.

lupdate Tool that finds the translatable strings in the specified source, header and Qt Designer interface files, and produces or updates translation files.
lrelease Tool that produces translation files in the compact binary format used by localized Qt applications.
qlalr Qt parser generator tool.
qdoc Configurable documentation generation tool.
qmlscene QML launcher tool
qmlviewer QML launcher tool

1d. Licensed software -Qt Tools/Applications specific to embedded software development

Tool	Description
Target toolchains supported target devices and operating systems	Cross compilation toolchains for supported target devices and operating systems
Qt Debugging Bridge (QDB) Host Tools profiling and other features over USB from development host PC to target device.	Enables deployment, debugging, profiling and other features over USB from development host PC to target device.
qtconfig-gui interface	Qt Lite Configurator tool graphical interface
Qt Emulator	Qt emulator

2. Parts of the Licensed Software that are permitted for distribution in object-code form only ("Redistributables") under this Agreement:

2a. Qt for Application Development

- (i) The Licensed Software's Qt Toolkit libraries defined in 1a
- (ii) The Licensed Software's installer framework

2b. Qt for Device Creation

- (i) Qt for Application Development Redistributables defined in 2a
- (ii) The Licensed Software's Embedded software development libraries defined in 1b

2c. Qt 3D Studio

The Licensed Software's Qt 3D Studio Runtime ("Qt53DStudioRuntime2")

APPENDIX 3: ADDITIONS TO LICENSED SOFTWARE

In addition to what is provided under the definition of the Licensed Software, Parties agree that Licensed Software shall also include the following additional software products of The Qt Company if included in the quote / invoice:

Qt for Automation

- MQTT software protocol libraries
- KNX software protocol libraries
- OPCUA (open source backend)
- OPCUA (Unified Automation backend)

Qt Safe Renderer

- Qt Safe Renderer library

Qt Application Manager

- Qt Application Manager library with Qt Creator integration

All the above is considered as Redistributables and subject to applicable provisions and limitations including but not limited to what is defined in Section 3.

APPENDIX 4: SMALL BUSINESS AND START-UP APPENDIX

The provisions of this Appendix 4 are applicable for Start-up Companies and for the Evaluation Term.

For the purpose of this Appendix 4, the following additional definitions shall be applicable:

"Trial Term" shall mean a period of twelve (12) months.

"Start-up Company" means a company with a maximum annual revenue, including funding, equivalent to 100,000 USD (in applicable currency) during a respective calendar year, as evidenced by duly audited records of the Licensee and approved by The Qt Company.

During the Trial Term, Section 3 shall apply with following modifications ("Trial Term Modifications"):

- Licenses granted under Sections 3.1 and 3.2 shall be free of any charge. For clarity, License for distribution of Devices pursuant to Section 3.3 is subject to applicable License Fee for necessary Distribution Licenses;
- Development License under Section 3.1 is limited to a maximum of three (3) Designated Users; and
- Support is available subject to availability, as judged by The Qt Company at its free and absolute discretion.

Upon expiry of the Trial Term:

a) This Appendix 4 is terminated, Trial Term Modifications cease to remain in force, Licensee's Development Licenses shall be automatically converted into licenses subject to a License Fee (in the amount specified in the quote or in Appendix 2 and payable with a 30-day payment term) and Licensee's rights and obligations under this Agreement shall continue to remain in force under the standard provisions of the Agreement, unless the Licensee notifies The Qt Company in writing no less than ninety (90) days before such expiry date that Licensee does not agree to such continuance, in which event the Agreement, and all rights of the Licensee thereunder, shall expire; provided however that

b) in the event the Licensee still qualifies as a Start-up Company, the Licensee has an option ("Option"), instead of what is stated in item a) above, to extend the Trial Term renewal is limited to one time and total duration of Trial Terms thus to 24 months after the effective date. Licensee shall notify The Qt Company in writing no less than ninety (90) days before the expiry date, if Licensee wish to exercise the Option.

APPENDIX 5: NON-COMMERCIAL USE APPENDIX

The provisions of this Appendix 5 are applicable for non-commercial use of the Licensed Software by the Licensee.

For the purpose of this Appendix 5, the following additional definitions (replacing the relevant definition of the Agreement, where applicable) shall be applicable:

"Demo Units" shall mean (i) hardware development platform, which incorporates the Licensed Software along with Licensee's software and/or hardware, and (ii) prototype versions of Applications or Devices.

"Designated User(s)" shall mean the employees and students of the Licensee.

"Licensee Products" shall mean Applications and/or Devices.

"Permitted Purpose" shall mean (i) Licensee's internal evaluation and testing of Licensed Software, (ii) building Demo Units as well as (iii) educational use.

"Term" shall mean a period of twelve (12) months or any such other period as may be agreed between the Parties.

For the purpose of this Appendix 5, the following changes shall be agreed with respect to relevant Sections of the Agreement:

I. Recital (A) shall be replaced in its entirety to read as follows: (A) Licensee wishes to use the Licensed Software for the Permitted Purpose."

II. Section 3.1 shall be replaced in its entirety to read as follows:

"The Qt Company grants to Licensee a personal, non-exclusive, non-transferable, revocable, royalty-free license, valid for the Term, to use, modify and copy the Licensed Software solely for the Permitted Purpose. Licensee may install copies of the Licensed Software on an unlimited number of computers provided that only Designated Users may use the Licensed Software. Licensee may demonstrate the Demo Units, provided that such demonstrations must be conducted by Licensee, and the Demo Units must remain in Licensee's possession and under Licensee's control at all times. For clarity, this Agreement does not (i) entitle Licensee to use Licensed Software to create Applications or Devices (other than prototypes thereof) or (ii) carry any distribution rights to Licensee, but such

rights are subject to and conditional upon conclusion of a separate license agreement with The Qt Company."

III. Sections 3.2, 3.3, 8 and 10 shall be deleted.

IV. Section 3.4 shall be replaced in its entirety to read as follows:

"Licensee shall not:

- remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;
- transfer, publish, sublicense, disclose, display or otherwise make the Licensed Software available to any third party (except that Licensee may demonstrate the Demo Units pursuant to Section 3.1);
- in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt;

Licensee shall cause all Designated Users who make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof. Licensee shall be responsible for any and all actions and omissions of its Designated Users relating to the Licensed Software and use thereof. Any use of Licensed Software beyond the provisions of this Agreement is strictly prohibited and requires an additional license from The Qt Company."

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1.2.439 QT AUTOMOTIVE SUITE LICENSE AGREEMENT-3.0 (439)

QT AUTOMOTIVE SUITE LICENSE AGREEMENT
Agreement version 3.0

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NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

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12 TERM AND TERMINATION

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Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

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THE BASIC LIBRARY FUNCTIONS -----

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Each party acknowledges that during the Initial Term of this Agreement it shall have access to information about the other party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other party, and

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"Confidential Information" shall not include information that (a) is or becomes generally known to the public through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (c) is developed by the Receiving Party without access to the Confidential Information of the Disclosing Party or by persons who have not had access to the Confidential Information of the Disclosing Party as proven by the written records of the Receiving Party; (d) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (e) the Receiving Party is legally compelled to disclose the information, in which case the Receiving Party shall assert the

privileged and confidential nature of the information and cooperate fully with the Disclosing Party to protect against and prevent disclosure of any Confidential Information and to limit the scope of disclosure and the dissemination of disclosed Confidential Information by all legally available means.

The obligations of the Receiving Party under this Section shall continue during the Initial Term and for a period of five (5) years after expiration or termination of this

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controlling over the terms of the Non-Disclosure Agreement.

13. GENERAL PROVISIONS

13.1 Marketing

Nokia may include Licensee's company name and logo in a publicly available list of Nokia customers and in its public communications.

13.2 No Assignment

Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Nokia, which shall not be unreasonably withheld.

13.3 Termination

Nokia may terminate the Agreement at any time immediately upon written notice by Nokia to Licensee if Licensee breaches this Agreement.

Either party shall have the right to terminate this Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other party.

Upon termination of this Agreement, Licensee shall return to Nokia all copies of Licensed Software that were supplied by Nokia. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must promptly deliver to Nokia a written confirmation that this has occurred.

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13.4 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections: 2, 5.1, 6, 7, 8(iv), 10, 12, 13.5, 13.6, 13.9, 13.10 and 13.11 of this Agreement.

Notwithstanding the foregoing, Section 5.1 shall not survive if the Agreement is terminated for material breach.

13.5 Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Nokia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

13.6 Payment and Taxes

If credit has been extended to Licensee by Nokia, all payments under this Agreement are due within thirty (30) days of the date Nokia mails its invoice to Licensee. If Nokia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Nokia. All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. Licensee shall be entitled to withhold from payments any applicable withholding taxes and comply with all applicable tax and employment legislation. Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments). Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates.

13.7 Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event

and to the extent that such delay or non-performance is due to an event of Force

Majeure (as defined below). If any event of Force Majeure results in a delay or nonperformance of a party for a period of three (3) months or longer, then either party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other party. A "Force Majeure" event shall mean an act of

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God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

13.8 Notices

Any notice given by one party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

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Fax: +1 650 551 1851

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1.2.467 Imlib2 (467)

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Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs. Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement. Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly. Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account. Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company. The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee. A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due. The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company. Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's

place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement. If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12 TERM AND TERMINATION

12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination. Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of

expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any

Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency. Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

14.9 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any other software or hardware not delivered by The Qt Company under this Agreement.

14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its attorney's fees and costs in connection with such action.

14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

APPENDICES

The Agreement includes Appendix 1 as shown below. In addition, the Agreement may

include one or more of the Appendices 3-5 listed below depending on the product(s) purchased by the Licensee, what is stated in the quote or invoice, and/or what is stated on the License Certificate.

APPENDIX 1: LICENSED SOFTWARE

1a. Licensed Software - Qt Toolkit

Module	Description
Qt Core	Core non-graphical classes used by other modules.
Qt GUI components.	Base classes for graphical user interface (GUI)
Qt Multimedia	Classes for audio, video and camera functionality.
Qt Multimedia Widgets	Widget-based classes for implementing multimedia functionality.
Qt Network	Classes to make network programming easier and more portable.
Qt QML	Classes for QML and JavaScript languages.
Qt Quick	A declarative framework for building highly dynamic applications with custom user interfaces.
Qt Quick Controls 2	Provides lightweight QML types for creating performant user interfaces for desktop, embedded, and mobile devices.
Qt Quick Dialogs	Types for creating and interacting with system dialogs from a Qt Quick application.
Qt Quick Layouts	Layouts are items that are used to arrange Qt Quick 2 based items in the user interface.
Qt Quick Test	A unit test framework for QML applications.
Qt SQL	Classes for database integration using SQL.
Qt Test	Classes for unit testing Qt applications and libraries.
Qt Widgets	Classes to extend Qt GUI with C++ widgets.
Active Qt	Classes for applications which use ActiveX and COM
Qt 3D	Functionality for near-realtime simulation systems with support for 2D and 3D rendering.
Qt Android Extras	Provides platform-specific APIs for Android.
Qt Bluetooth	Provides access to Bluetooth hardware.
Qt Canvas 3D	Enables OpenGL-like 3D drawing calls from Qt Quick applications using JavaScript.
Qt Concurrent	Classes for writing multi-threaded programs without using low-level threading primitives.
Qt D-Bus	Classes for inter-process communication over the D-Bus protocol.
Qt Gamepad	Enables Qt applications to support the use of gamepad hardware.
Qt Graphical Effects	Graphical effects for use with Qt Quick 2.
Qt Help	Classes for integrating documentation into applications, similar to Qt Assistant.
Qt Image Formats	Plugins for additional image formats: TIFF, MNG, TGA, WBMP.
Qt Location	Displays map, navigation, and place content in a QML application.
Qt Mac Extras	Provides platform-specific APIs for macOS.
Qt Network Authorization	Provides support for OAuth-based authorization to online services.
Qt NFC	Provides access to Near-Field communication (NFC) hardware.
Qt Platform Headers	Provides classes that encapsulate platform-specific information.
Qt Positioning	Provides access to position, satellite and area monitoring classes.
Qt Print Support	Classes to make printing easier and more portable.
Qt Purchasing	Enables in-app purchase of products in Qt applications.
Qt for Python	Python bindings for Qt.
Qt Quick Controls	Reusable Qt Quick based UI controls to create classic desktop-style user interfaces.
Qt Quick Extras	Provides a specialized set of controls that can be

used to build interfaces in Qt Quick.

Qt Quick Widgets	Provides a C++ widget class for displaying a Qt Quick user interface.
Qt SCXML	Provides classes and tools for creating state machines from SCXML files.
Qt Sensors	Provides access to sensor hardware and motion gesture recognition.
Qt Serial Bus	Provides access to serial industrial bus interface.
Qt Serial Port	Provides access to hardware and virtual serial ports.
Qt Speech	Provides support for accessibility features such as text-to-speech.
Qt SVG	Classes for displaying the contents of SVG files.
Qt UI Tools	Classes for loading QWidget based forms created in Qt Designer dynamically, at runtime.
Qt WebChannel	Provides access to QObject or QML objects from HTML clients for seamless integration of Qt applications with HTML/JavaScript clients.
Qt WebEngine	Classes and functions for embedding web content in applications using the Chromium browser project.
Qt WebSockets	Provides WebSocket communication.
Qt WebView	Displays web content in a QML application by using APIs native to the platform.
Qt Windows Extras	Provides platform-specific APIs for Windows.
Qt X11 Extras	Provides platform-specific APIs for X11.
Qt XML	C++ implementations of SAX and DOM.
Qt XML Patterns	Support for XPath, XQuery, XSLT and XML schema validation.
Qt Wayland Compositor	Provides a framework to develop a Wayland compositor.
Qt Charts	UI Components for displaying charts.
Qt Data Visualization	UI Components for creating 3D data visualizations.
Qt Virtual Keyboard	A framework for implementing different input methods as well as a QML virtual keyboard.

1b. Licensed software - Embedded software development libraries

Module	Description
Boot 2 Qt stack target hardware	Yocto based Embedded Linux stack for selected target hardware
Qt OTA updates Over The Air.	Client-side capability for device image updates
Device Utilities	Collection of API's to manage the device; E.g. display, WiFi and Bluetooth settings.
Qt Debugging Bridge (QDB) Daemon	Enables host-target deployment, debugging, profiling and other features over USB. Up to developer to decide if this is left in the final solution.

1c. Licensed Software - Qt Tools/Applications

Tool	Description
Qt Creator	The integrated development environment for Qt.
Qt Designer	Qt tool for designing and building graphical user interfaces.
Qt Linguist	Tool used to add translations to Qt applications.
Qt Assistant	Tool for viewing online documentation in Qt help-file format.
Qmake	Utility tool used to automate the generation of make files.
uic	User interface compiler for the Qt GUI toolkit.
rcc	Resource compiler used for embedding resources into Qt applications.
lupdate	Tool that finds the translatable strings in the specified source, header and Qt Designer interface files, and produces or updates translation files.
lrelease	Tool that produces translation files in the compact binary format used by localized Qt applications.
qlalr	Qt parser generator tool.
qdoc	Configurable documentation generation tool.
qmlscene	QML launcher tool
qmlviewer	QML launcher tool

1d. Licensed software -Qt Tools/Applications specific to embedded software

development Tool	Description
Target toolchains supported target devices and operating systems	Cross compilation toolchains for
Qt Debugging Bridge (QDB) Host Tools profiling and other features over USB from development host PC to target device.	Enables deployment, debugging,
qtconfig-gui interface	Qt Lite Configurator tool graphical
Qt Emulator	Qt emulator

2. Parts of the Licensed Software that are permitted for distribution in object-code form only ("Redistributables") under this Agreement:

2a. Qt for Application Development

- (i) The Licensed Software's Qt Toolkit libraries defined in 1a
- (ii) The Licensed Software's installer framework

2b. Qt for Device Creation

- (i) Qt for Application Development Redistributables defined in 2a
- (ii) The Licensed Software's Embedded software development libraries defined in 1b

2c. Qt 3D Studio

The Licensed Software's Qt 3D Studio Runtime ("Qt53DStudioRuntime2")

APPENDIX 3: ADDITIONS TO LICENSED SOFTWARE

In addition to what is provided under the definition of the Licensed Software, Parties agree that Licensed Software shall also include the following additional software products of The Qt Company if included in the quote / invoice:

Qt for Automation

- MQTT software protocol libraries
- KNX software protocol libraries
- OPCUA (open source backend)
- OPCUA (Unified Automation backend)

Qt Safe Renderer

- Qt Safe Renderer library

Qt Application Manager

- Qt Application Manager library with Qt Creator integration

All the above is considered as Redistributables and subject to applicable provisions and limitations including but not limited to what is defined in Section 3.

APPENDIX 4: SMALL BUSINESS AND START-UP APPENDIX

The provisions of this Appendix 4 are applicable for Start-up Companies and for the Evaluation Term.

For the purpose of this Appendix 4, the following additional definitions shall be applicable:

"Trial Term" shall mean a period of twelve (12) months.

"Start-up Company" means a company with a maximum annual revenue, including funding, equivalent to 100,000 USD (in applicable currency) during a respective calendar year, as evidenced by duly audited records of the Licensee and approved by The Qt Company.

During the Trial Term, Section 3 shall apply with following modifications ("Trial Term Modifications"):

- Licenses granted under Sections 3.1 and 3.2 shall be free of any charge. For clarity, License for distribution of Devices pursuant to Section 3.3 is subject to applicable License Fee for necessary Distribution Licenses;
- Development License under Section 3.1 is limited to a maximum of three (3) Designated Users; and

- Support is available subject to availability, as judged by The Qt Company at its free and absolute discretion.

Upon expiry of the Trial Term:

a) This Appendix 4 is terminated, Trial Term Modifications cease to remain in force, Licensee's Development Licenses shall be automatically converted into licenses subject to a License Fee (in the amount specified in the quote or in Appendix 2 and payable with a 30-day payment term) and Licensee's rights and obligations under this Agreement shall continue to remain in force under the standard provisions of the Agreement, unless the Licensee notifies The Qt Company in writing no less than ninety (90) days before such expiry date that Licensee does not agree to such continuance, in which event the Agreement, and all rights of the Licensee thereunder, shall expire; provided however that

b) in the event the Licensee still qualifies as a Start-up Company, the Licensee has an option ("Option"), instead of what is stated in item a) above, to extend the Trial Term renewal is limited to one time and total duration of Trial Terms thus to 24 months after the effective date. Licensee shall notify The Qt Company in writing no less than ninety (90) days before the expiry date, if Licensee wish to exercise the Option.

APPENDIX 5: NON-COMMERCIAL USE APPENDIX

The provisions of this Appendix 5 are applicable for non-commercial use of the Licensed Software by the Licensee.

For the purpose of this Appendix 5, the following additional definitions (replacing the relevant definition of the Agreement, where applicable) shall be applicable:

"Demo Units" shall mean (i) hardware development platform, which incorporates the Licensed Software along with Licensee's software and/or hardware, and (ii) prototype versions of Applications or Devices.

"Designated User(s)" shall mean the employees and students of the Licensee.

"Licensee Products" shall mean Applications and/or Devices.

"Permitted Purpose" shall mean (i) Licensee's internal evaluation and testing of Licensed Software, (ii) building Demo Units as well as (iii) educational use.

"Term" shall mean a period of twelve (12) months or any such other period as may be agreed between the Parties.

For the purpose of this Appendix 5, the following changes shall be agreed with respect to relevant Sections of the Agreement:

I. Recital (A) shall be replaced in its entirety to read as follows: "(A) Licensee wishes to use the Licensed Software for the Permitted Purpose."

II. Section 3.1 shall be replaced in its entirety to read as follows:

"The Qt Company grants to Licensee a personal, non-exclusive, non-transferable, revocable, royalty-free license, valid for the Term, to use, modify and copy the Licensed Software solely for the Permitted Purpose. Licensee may install copies of the Licensed Software on an unlimited number of computers provided that only Designated Users may use the Licensed Software. Licensee may demonstrate the Demo Units, provided that such demonstrations must be conducted by Licensee, and the Demo Units must remain in Licensee's possession and under Licensee's control at all times. For clarity, this Agreement does not (i) entitle Licensee to use Licensed Software to create Applications or Devices (other than prototypes thereof) or (ii) carry any distribution rights to Licensee, but such rights are subject to and conditional upon conclusion of a separate license agreement with The Qt Company."

III. Sections 3.2, 3.3, 8 and 10 shall be deleted.

IV. Section 3.4 shall be replaced in its entirety to read as follows:

"Licensee shall not:

- remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;
- transfer, publish, sublicense, disclose, display or otherwise make the Licensed Software available to any third party (except that Licensee may demonstrate the Demo Units pursuant to Section 3.1);
- in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or

incorporating Open Source Qt;
Licensee shall cause all Designated Users who make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof. Licensee shall be responsible for any and all actions and omissions of its Designated Users relating to the Licensed Software and use thereof. Any use of Licensed Software beyond the provisions of this Agreement is strictly prohibited and requires an additional license from The Qt Company."

V. Section 12 shall be replaced in its entirety to read as follows:
"This Agreement shall enter into force upon due acceptance by both Parties and remain in force for the Term, unless and until terminated pursuant to the terms of Section 12. Upon termination of the Agreement, Licensee shall cease using the Licensed Software. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must, upon request, promptly deliver to The Qt Company a written confirmation that this has occurred."

Except for the modifications specified above, this Appendix carries no change to the terms of the Agreement which shall remain in full force.

1.2.488 Permission Notice: (488)

Permission to use, copy, modify, and distribute this software for any purpose without fee is hereby granted, provided that this entire notice is included in all copies of any software which is or includes a copy or modification of this software and in all copies of the supporting documentation for such software.

THIS SOFTWARE IS BEING PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. IN PARTICULAR, NEITHER THE AUTHOR NOR AT&T MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING THE MERCHANTABILITY OF THIS SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

This product includes software developed by the University of California, Berkeley and its contributors.

1.2.489 BSD-3-Clause Like (489)

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THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

1.2.490 BSD-3-Clause (490)

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

*

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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 Apple Computer, Inc. ("Apple") nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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1.2.491 GPL-3.0 (491)

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Version 3, 29 June 2007

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Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

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Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs. Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement. Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly. Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account. Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company. The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee. A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due. The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company. Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's

place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement. If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12 TERM AND TERMINATION

12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination. Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of

expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any

Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency. Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

14.9 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any other software or hardware not delivered by The Qt Company under this Agreement.

14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its attorney's fees and costs in connection with such action.

14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

1.2.515 Qt commercial license (515)

QT AUTOMOTIVE SUITE LICENSE AGREEMENT
Agreement version 3.0

This Qt Automotive Suite License Agreement ("Agreement") is a legal agreement between The Qt Company (as defined below) and the Licensee (as defined below) for the license of Licensed Software (as defined below). Capitalized terms used herein are defined in Section 1.

WHEREAS:

(A) Licensee wishes to use the Licensed Software for the purpose of developing and distributing Applications and/or Devices; and

(B) The Qt Company is willing to grant the Licensee a right to use Licensed Software for such purpose pursuant to term and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

"Affiliate" of a Party shall mean an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Applications" shall mean Licensee's software products created using the Licensed Software in connection with the Program, which may include the Redistributables, or part thereof.

"Contractor(s)" shall mean third party consultants, distributors and contractors performing services to a Party under applicable contractual arrangement.

"Customer(s)" shall mean Licensee's end users to whom Licensee, directly or indirectly, distributes copies of the Redistributables.

"Deployment Platforms" shall mean operating systems specified in the License Certificate, in which the Redistributables can be distributed pursuant to the terms and conditions of this Agreement.

"Designated User(s)" shall mean the employee(s) of Licensee or Licensee's Affiliates acting within the scope of their employment or Licensee's Contractors acting within the scope of their services for Licensee and on behalf of Licensee. Designated Users shall be named in the License Certificate.

"Development License" shall mean the license needed by the Licensee for each Designated User to use the Licensed Software under the license grant described in Section 3.1 of this Agreement.

"Development Platforms" shall mean those operating systems specified in the License Certificate, in which the Licensed Software can be used under the Development License, but not distributed in any form or used for any other purpose.

"Devices" shall mean hardware devices or products that 1) are manufactured and/or distributed by the Licensee or its Affiliates or Contractors in connection with the Program, and (2) (i) incorporate or integrate the Redistributables or parts thereof; or (ii) do not incorporate or integrate the Redistributables at the time of distribution, but where, when used by a Customer, the main user interface or substantial functionality of such device is provided by Application(s) or otherwise depends on the Licensed Software.

"Distribution License(s)" shall mean the license required for distribution of

Redistributables in accordance with the license grant described in Section 3.2(ii)-(iii) of this Agreement.

"Distribution License Packs" shall mean set of prepaid Distribution Licenses for distribution of Redistributables, as defined in The Qt Company's standard price list, quote, Purchase Order confirmation or in an appendix hereto, as the case may be.

"Initial Support Term" shall mean a time period of twelve (12) months, calculated from the effective date of this Agreement.

"Intellectual Property Rights" shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyrights, trademarks, service marks, trade names, logos or other words or symbols and any other form of statutory protection of any kind and applications for any of the foregoing as well as any trade secrets.

"Licensee" shall mean the individual or legal entity that is party to this Agreement, as identified on the signature page hereof.

"License Certificate" shall mean a certificate accompanying the Licensed Software and generated for each Designated User respectively. License Certificate will specify the Designated User, the Development Platforms, Deployment Platforms, Program and the Term of this Agreement. The terms of the License Certificate are considered part of this Agreement and shall be updated from time to time to reflect any changes to the foregoing terms relating to Licensee's rights to the Licensed Software.

"Licensee's Records" shall mean books and records that are likely to contain information bearing on Licensee's compliance with this Agreement or the payments due to The Qt Company under this Agreement, including, but not limited to: assembly logs, sales records and distribution records.

"Licensee's SDK Contractors" shall mean Contractors of Licensee, who have purchased or received SDK from the Licensee relating to the Program.

"License Fee" shall mean the fee charged to the Licensee for rights granted under the terms of this Agreement.

"Licensed Software" shall mean all versions of The Qt Company's computer software products, online or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation, licensed to the Licensee under this Agreement. Licensed Software does not include Third Party Software (as defined in Section 4) or Open Source Qt.

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"Party" or "Parties" shall mean Licensee and/or The Qt Company.

"Program" shall mean Licensee's business program for which purpose the Licensee is entitled to use the Licensed Software and grant the Licensee's SDK Contractors a right to use the Licensed Software as part of a SDK.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 1, Section 1 that may be distributed pursuant to the terms of this Agreement in object code form only, including any relevant documentation. Where relevant, any reference to Licensed Software in this Agreement shall include and refer also to Redistributables.

"SDK" or "Software Development Kit" shall mean a combination of software modules including Licensed Software intended to be utilized in connection with the Program.

"Submitted Modified Software" shall have the meaning as set forth in Section 2.3.

"Support" shall mean standard developer support that is provided by The Qt Company to assist Designated Users in using the Licensed Software in accordance with The Qt Company's standard support terms.

"Support Renewal Term" shall mean a time period of twelve (12) months, calculated from the end of the Initial Support Term or previous Support Renewal Term, as applicable.

"Support Term" shall mean the Initial Support Term and any possible Support Renewal Terms(s) during which time the Licensee is eligible to receive for Support for the Licensed Software.

"Taxes" shall have the meaning set forth in Section 10.5.

"Term" shall mean the validity period of this Agreement, as set forth in the License Certificate.

"The Qt Company" shall mean:

(i) in the event Licensee is an individual residing in the United States or a legal entity incorporated in the United States or having its headquarters in the United States, The Qt Company Inc., a Delaware corporation with its office at 2350 Mission College Blvd., Suite 1020, Santa Clara, CA 95054, USA.; or

(ii) in the event the Licensee is an individual residing outside of the United States or a legal entity incorporated outside of the United States or having its registered office outside of the United States, The Qt Company Ltd., a Finnish company with its registered office at Bertel Jungin aukio D3A, 02600 Espoo, Finland.

"Updates" shall mean a release or version of the Licensed Software containing bug fixes, error corrections and other changes that are generally made available to users of the Licensed Software that have contracted for Support. Updates are generally depicted as a change to the digits following the decimal in the Licensed Software version number. The Qt Company shall make Updates available to the Licensee under the Support. Updates shall be considered as part of the Licensed Software hereunder.

"Upgrades" shall mean a release or version of the Licensed Software containing enhancements and new features and are generally depicted as a change to the first digit of the Licensed Software version number. In the event Upgrades are provided to the Licensee under this Agreement, they shall be considered as part of the Licensed Software hereunder.

2. OWNERSHIP 2.1

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3. LICENSES GRANTED

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Licensee may install copies of the Licensed Software on an unlimited number of computers provided that (i) only the Designated Users may use the Licensed Software, and (ii) all Designated Users must have a valid Development License to use Licensed Software.

Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying The Qt Company in writing, provided that any Designated User may be replaced only once during any six-month period.

3.2 Distribution of Redistributables

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable license, valid for the

Term, to (i) distribute, by itself or through its Contractors, Redistributables as installed, incorporated or integrated into Applications for execution on the Deployment Platforms, and (ii) distribute, by itself or through one or more tiers of Contractors, Redistributables as installed, incorporated or integrated, or intended to be installed, incorporated or integrated into Devices for execution on the Deployment Platforms, and (iii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Applications and/or Devices for their respective intended purposes.

Right to distribute the Redistributables as provided herein is conditional upon the Licensee having purchased and paid the appropriate amount of Development and Distribution Licenses from The Qt Company before distributing any Redistributables to Customers.

For the avoidance of any doubt it is specifically acknowledged and agreed that distribution of Redistributables solely as installed, incorporated or integrated into Applications for execution on the Deployment Platform(s), as specified in (i) of the first paragraph of Section 3.2 above, i.e. with no connection to Devices or intention to use in connection therewith, shall not require a Distribution License.

3.3 SDK License

The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable license, valid for the Term, to (i) distribute Licensed Software as a part of the SDK to Licensee's SDK Contractors in connection with the Program and (ii) in connection with the Program, by itself or by Licensee's SDK Contractors, combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt, provided, however, that:

(i) the Licensee's SDK Contractors are only entitled to use the Licensed Software as part of SDK and for the sole purpose of developing software for Devices that are distributed under the Program; and

(ii) Licensee's SDK Contractors shall not be entitled to distribute the SDK or any part thereof to any third parties.

For the avoidance of any doubt, the distribution of such software development tools that do not contain Licensed Software shall not be covered by this Agreement.

3.4 Further Requirements

The licenses granted above in this Section 3 by The Qt Company to Licensee are conditional and subject to Licensee's compliance with the following terms:

(i) Licensee shall not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;

(ii) Applications and SDKs must add primary and substantial functionality to the Licensed Software;

(iii) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; provided however that Licensee may use the Licensed Software's scripting and QML ("Qt Quick") functionality solely in order to enable scripting, themes and styles that augment the functionality and appearance of the Application(s) without adding primary and substantial functionality to the Application(s);

(iv) Applications and SDKs must not compete with the Licensed Software;

(v) Licensee shall not use The Qt Company's or any of its suppliers' names,

logos, or trademarks to market Applications or SDKs, except that Licensee may use "Built with Qt" logo to indicate that Application(s) was developed using the Licensed Software;

(vi) Except as expressly provided in Section 3.3, Licensee shall not distribute, sublicense or disclose source code of Licensed Software to any third party (provided however that Licensee may appoint employee(s) of Contractors as Designated Users to use Licensed Software pursuant to this Agreement);

(vii) Licensee shall not grant the Customers a right to (i) make copies of the Redistributables except when and to the extent required to use the Applications and/or Devices for their intended purpose, (ii) modify the Redistributables or create derivative works thereof, (iii) decompile, disassemble or otherwise reverse engineer Redistributables, or (iv) redistribute any copy or portion of the Redistributables to any third party, except as part of the onward sale of the Device on which the Redistributables are installed;

(viii) Except as expressly provided in Section 3.3, Licensee shall not and shall cause that its Affiliates, Contractors and Licensee's SDK Contractors shall not a) in any way, combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt or b) incorporate or integrate Applications into a hardware device or product other than a Device, unless Licensee has received an advance written permission from The Qt Company to do so. Unless specifically otherwise agreed, any and all distribution by the Licensee during the Term of a hardware device or product a) which incorporate or integrate any part of Licensed Software or Open Source Qt; or b) where the main user interface or substantial functionality is provided by software build with Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt, shall be considered as distribution under this Agreement and dependent on compliance thereof (including but not limited to obligation to pay applicable License Fees for such distribution);

(ix) Licensee shall cause all of its Affiliates and Contractors entitled to make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof and for any purposes other than operating within the scope of their services for Licensee. Licensee shall be responsible for any and all actions and omissions of its Affiliates and Contractors relating to the Licensed Software and use thereof (including but not limited to payment of all applicable License Fees);

(x) Except when and to the extent explicitly provided in this Section 3, Licensee shall not transfer, publish, disclose, display or otherwise make available the Licensed Software;

(xi) Licensee shall not take any action inconsistent with The Qt Company's Intellectual Property Rights; and

(xii) Attempt or enlist a third party to conduct or attempt to conduct any of the above.

Above terms shall not be applicable if and to the extent they conflict with any mandatory provisions of any applicable laws.

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4. THIRD PARTY SOFTWARE

The Licensed Software may provide links to third party libraries or code (collectively "Third Party Software") to implement various functions. Third Party Software does not comprise part of the Licensed Software. In some cases, access to Third Party Software may be included in the Licensed Software. Such Third Party Software will be listed in the ".../src/3rdparty" source tree

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6. LIMITED WARRANTY AND WARRANTY DISCLAIMER

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7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (II) LICENSEE'S DUTY TO PAY ALL APPLICABLE LICENSE FEES AND COMPENSATIONS, AND (III) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (II) LICENSEE'S DUTY TO PAY ALL APPLICABLE LICENSE FEES AND COMPENSATIONS, AND (III) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES RECEIVED BY THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

8. SUPPORT, UPDATES AND ONLINE SERVICES

Licensee will be eligible to receive Support and Updates and to use the Online Services during the Support Term. Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.

Licenses granted under this Agreement shall include a prepaid Initial Support Term.

Initial Support Term shall be automatically extended to one or more Support Renewal Term(s), unless and until either Party notifies the other Party in writing that it does not wish to continue the Support, such notification to be provided to the other Party no less than ninety (90) days before expiry of the Initial Support Term or respective Support Renewal Term. During any such Support Renewal Term Support shall be available subject to prices and terms agreed between the Parties or, if no advance agreement exists, subject to The Qt Company's standard pricing applicable at the commencement date of any such Support Renewal Term. From time to time The Qt Company may change Support provided within each Support plan; provided that during the respective Initial Support Term or Support Renewal Term (as the case may be), the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to the Customers.

9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or

use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

10. FEES, DELIVERY AND PAYMENT

10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be. The License Fees shall not be refunded or claimed as a credit, even on the ground that Distribution Licenses are not used, i.e. Redistributables are not actually distributed corresponding to the Distribution Licenses purchased, or for any other reason.

10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase.

Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

10.3 Distribution

License Packs Unless otherwise agreed, the Distribution Licenses are bought by way of Distribution License Packs.

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to

a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee. A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in a timely fashion.

10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from the end of each calendar quarter, deliver to The Qt Company a report detailing the number of Designated Users and copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account (i.e., undistributed copies for which Distribution Licenses have been or need to be obtained from The Qt Company). Such report shall contain such other information as The Qt Company shall reasonably require from time to time.

11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of

the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12 TERM AND TERMINATION

12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for the Term, unless and until terminated pursuant to the terms of this Section 12.

12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if (i) the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period; (ii) or Licensee or any of its Affiliates bring a suit before any court or administrative agency or otherwise assert a claim against The Qt Company's or any of its Affiliates' Intellectual Property Rights or validity thereof.

12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement for any reason, Licensee shall, within 30 days after such termination, cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') and Licensee's SDK Contractors to cease using the Licensed Software and distribution of the Redistributables under this Agreement. Notwithstanding the above, in the event the Agreement expires or is terminated for reason other than by The Qt Company pursuant to Section 12.2, the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

13.GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware

Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment Licensee

shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and

supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for The Qt Company in the beginning of this Agreement, and for the Licensee in the Licensee's account profile. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

14.9 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any other software or hardware not delivered by The Qt Company under this Agreement.

14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its attorney's fees and costs in connection with such action.

14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall

otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed by Licensee's authorized representative installing the Licensed Software and accepting the terms hereof in connection therewith.

1.2.516 MIT-style (516)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

1.2.517 LGPL-3.0 (517)

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Version 3, 29 June 2007

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This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or

b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.

b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

1.2.518 Qt commercial license (518)

Qt FOR APPLICATION DEVELOPMENT LICENSE AGREEMENT
Agreement version 3.0

This Qt for Application Development License Agreement ("Agreement") is a legal agreement between The Qt Company (as defined below) and the Licensee (as defined below) for the license of Licensed Software (as defined below). Capitalized terms used herein are defined in Section 1.

WHEREAS:

(A) Licensee wishes to use the Licensed Software for the purpose of developing and distributing Applications.

(B) The Qt Company is willing to grant the Licensee a right to use Licensed Software for such purpose pursuant to term and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

"Affiliate" of a Party shall mean an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Applications" shall mean Licensee's software products created using the Licensed Software, which may include the Redistributables, or part thereof.

"Contractor(s)" shall mean third party consultants, distributors and contractors performing services to a Party under applicable contractual arrangement.

"Customer(s)" shall mean Licensee's end users to whom Licensee, directly or indirectly, distributes copies of the Redistributables.

"Deployment Platforms" shall mean operating systems specified in the License Certificate, in which the Redistributables can be distributed pursuant to the terms and conditions of this Agreement.

"Designated User(s)" shall mean the employee(s) of Licensee or Licensee's Affiliates acting within the scope of their employment or Licensee's Contractors acting within the scope of their services for Licensee and on behalf of Licensee. Designated Users shall be named in the License Certificate.

"Development License" shall mean the license needed by the Licensee for each Designated User to use the Licensed Software under the license grant described in Section 3.1 of this Agreement. Development License also includes a right to distribute Applications pursuant to Section 3.2.

"Development Platforms" shall mean those operating systems specified in the License Certificate, in which the Licensed Software can be used under the Development License, but not distributed in any form or used for any other purpose.

"Devices" shall mean hardware devices or products that 1) are manufactured and/or distributed by the Licensee or its Affiliates or Contractors, and (2) (i) incorporate or integrate the Redistributables or parts thereof; or (ii) do not incorporate or integrate the Redistributables at the time of distribution, but where, when used by a Customer, the main user interface or substantial functionality of such device is provided by Application(s) or otherwise depends on the Licensed Software.

"Initial Support Term" shall mean a time period of twelve (12) months, calculated from the end of the Start-For-Free Term. In the event Term is set for a shorter period than twelve (12) months, then Initial Support Term shall be equal to the Term.

"Intellectual Property Rights" shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyrights, trademarks, service marks, trade names, logos or other words or symbols and any other form of statutory protection of any kind and applications for any of the foregoing as well as any trade secrets.

"Licensee" shall mean the individual or legal entity that is party to this Agreement whether by signing this document or by accepting the terms hereof online in connection with installing the Licensed Software.

"License Certificate" shall mean a certificate accompanying the Licensed Software and generated for each Designated User respectively. License Certificate will specify the Designated User, the Development Platforms, Deployment Platforms, Designated Users and the Term of this Agreement. The terms of the License Certificate are considered part of this Agreement and shall be updated from time to time to reflect any changes to the foregoing terms relating to Licensee's rights to the Licensed Software.

"Licensee's Records" shall mean books and records that are likely to contain information bearing on Licensee's compliance with this Agreement or the payments due to The Qt Company under this Agreement, including, but not limited to: assembly logs, sales records and distribution records.

"License Fee" shall mean the fee charged to the Licensee for rights granted under the terms of this Agreement.

"Licensed Software" shall mean all versions of The Qt Company's computer software products, online or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation, licensed to the Licensee under this Agreement. Licensed Software does not include Third Party Software (as defined in Section 4) or Open Source Qt.

"Limited Subscription License" shall have the meaning set forth in Section 10.5.

"Modified Software" shall mean bug-fixes, error corrections, patches or modifications made to the Licensed Software by Licensee, including documentation related thereto.

"Online Services" shall mean any services or access to systems made available by The Qt Company to the Licensee over the Internet relating to the Licensed Software or for the purpose of use by the Licensee of the Licensed Software or Support. Use of any such Online Services is discretionary for the Licensee and some of them may be subject to additional fees.

"Open Source Qt" shall mean all versions of The Qt Company's Qt computer software products, online or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation available under the terms of the GNU Lesser General Public License, version 2.1 or later ("LGPL") or the GNU General Public License, version 2.0 or later ("GPL").

"Party" or "Parties" shall mean Licensee and/or The Qt Company.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 1, Section 1 that may be distributed pursuant to the terms of this Agreement in object code form only, including any relevant documentation. Where relevant, any reference to Licensed Software in this Agreement shall include and refer also to Redistributables.

"Start-For-Free Term" shall mean the period of 30 days, or any such shorter period as specified by The Qt Company, calculated from the date the Licensed Software was initially delivered to the Licensee by The Qt Company.

"Submitted Modified Software" shall have the meaning as set forth in Section 2.3.

"Support" shall mean standard developer support that is provided by The Qt Company to assist Designated Users in using the Licensed Software in accordance with The Qt Company's standard support terms.

"Support Renewal Term" shall mean a time period of twelve (12) months, or any such other time period as agreed between the Parties, calculated from the end of the Initial Support Term or previous Support Renewal Term, as applicable.

"Support Term" shall mean the Initial Support Term and any possible Support Renewal Terms(s) during which time the Licensee is eligible to receive for Support for the Licensed Software.

"Taxes" shall have the meaning set forth in Section 10.5.

"Term" shall mean the period of this Agreement, as set forth in the License Certificate.

"The Qt Company" shall mean:

(i) in the event Licensee is an individual residing in the United States or a legal entity incorporated in the United States or having its headquarters in the United States, The Qt Company Inc., a Delaware corporation with its office at 2350 Mission College Blvd., Suite 1020, Santa Clara, CA 95054, USA.; or

(ii) in the event the Licensee is an individual residing outside of the United States or a legal entity incorporated outside of the United States or having its registered office outside of the United States, The Qt Company Ltd., a Finnish company with its registered office at Bertel Jungin aukio D3A, 02600 Espoo, Finland.

"Updates" shall mean a release or version of the Licensed Software containing bug fixes, error corrections and other changes that are generally made available to users of the Licensed Software that have contracted for Support. Updates are generally depicted as a change to the digits following the decimal in the Licensed Software version number. The Qt Company shall make Updates available to the Licensee under the Support. Updates shall be considered as part of the Licensed Software hereunder.

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All Intellectual Property Rights to the Modified Software, Applications and Devices shall remain with the Licensee and no rights thereto shall be granted by the Licensee to The Qt Company under this Agreement (except as set forth in Section 2.3 below).

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To the extent Licensee submits Modified Software to The Qt Company ("Submitted Modified Software"), Licensee hereby grants The Qt Company a sublicensable, assignable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up license, under all of Licensee's Intellectual Property Rights, to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute such Submitted Modified Software as The Qt Company sees fit at its free and absolute discretion. For the sake of clarity, the Licensee shall have no obligation to provide Modified Software to The Qt Company.

3. LICENSES GRANTED

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Licensee may install copies of the Licensed Software on an unlimited number of computers provided that (i) only the Designated Users may use the Licensed Software, and (ii) all Designated Users must have a valid Development License to use Licensed Software.

Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying The Qt Company in writing, provided that any Designated User may be replaced only once during any six-month period.

3.2 Distribution of Redistributables

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable license, valid for the Term (excluding the Start-For-Free Term), to (i) distribute, by itself or through one or more tiers of Contractors, Redistributables as installed, incorporated or integrated into Applications for execution on the Deployment Platforms, and (ii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Applications for their respective intended purposes.

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Right to distribute the Redistributables as provided herein is conditional upon the Licensee having purchased and paid all applicable License Fees before distributing any Redistributables to Customers.

3.3 Further Requirements

The licenses granted above in this Section 3 by The Qt Company to Licensee are conditional and subject to Licensee's compliance with the following terms:

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(iv) Applications must not compete with the Licensed Software;

(v) Licensee shall not use The Qt Company's or any of its suppliers' names, logos, or trademarks to market Applications, except that Licensee may use "Built with Qt" logo to indicate that Application(s) was developed using the Licensed Software;

(vi) Licensee shall not distribute, sublicense or disclose source code of Licensed Software to any third party (provided however that Licensee may appoint employee(s) of Contractors as Designated Users to use Licensed Software pursuant to this Agreement). Such right may be available for the Licensee subject to a separate software development kit ("SDK") license agreement to be concluded with The Qt Company;

(vii) Licensee shall not grant the Customers a right to (i) make copies of the Redistributables except when and to the extent required to use the Applications for their intended purpose, (ii) modify the Redistributables or create derivative works thereof, (iii) decompile, disassemble or otherwise reverse engineer Redistributables, or (iv) redistribute any copy or portion of the Redistributables to any third party;

(viii) Licensee shall not and shall cause that its Affiliates or Contractors shall not a) in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt, or b) incorporate or integrate Applications into any hardware device or product, unless Licensee has received an advance written permission from The Qt Company to do so;

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(x) Except when and to the extent explicitly provided in this Section 3, Licensee shall not transfer, publish, disclose, display or otherwise make available the Licensed Software;

(xi) Licensee shall not take any action inconsistent with The Qt Company's Intellectual Property Rights; and

(xii) Attempt or enlist a third party to conduct or attempt to conduct any of the above.

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7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (II) LICENSEE'S DUTY TO PAY ALL APPLICABLE LICENSE FEES AND COMPENSATIONS, AND (III) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (II) LICENSEE'S DUTY TO PAY ALL APPLICABLE LICENSE FEES AND COMPENSATIONS, AND (III) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES RECEIVED BY THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

8. SUPPORT, UPDATES AND ONLINE SERVICES

Licensee will be eligible to receive Support and Updates and to use the Online Services during the Support Term. Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.

Licenses granted under this Agreement shall include a prepaid Initial Support Term.

Initial Support Term shall be automatically extended to one or more Support Renewal Term(s), unless and until either Party notifies the other Party in writing that it does not wish to continue the Support, such notification to be provided to the other Party no less than ninety (90) days before expiry of the Initial Support Term or respective Support Renewal Term. During any such Support Renewal Term Support shall be available subject to prices and terms agreed between the Parties or, if no advance agreement exists, subject to The Qt Company's standard pricing applicable at the commencement date of any such Support Renewal Term. From time to time The Qt Company may change Support provided within each Support plan; provided that during the respective Initial Support Term or Support Renewal Term (as the case may be), the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to the Customers.

9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the

measures taken by such Party to protect its own confidential and proprietary information.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

10. FEES, DELIVERY AND PAYMENT

10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be.

The License Fees shall not be refunded or claimed as a credit in any event or on whatsoever grounds.

10.2 Ordering Licenses

Licensee may purchase Development Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase.

Licensee shall submit all purchase orders for Development Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

10.3 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in a timely fashion.

10.4 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

10.5 Limited Subscription License

Companies, organizations and individuals, whose annual sales revenue is below one hundred thousand US dollars (<100,000 USD) are eligible to license the Licensed Software at discounted price, as set forth in www.qt.io ("Limited Subscription License").

The Qt Company may limit the period of validity of the Limited Subscription License, as set forth in www.qt.io.

Licensees eligible and choosing the Limited Subscription License shall, immediately after their annual sales revenue for a calendar year exceeds one hundred thousand US dollars (100,000 USD) inform The Qt Company of such increase, whereafter The Qt Company shall have a right to change applicable License Fees corresponding to The Qt Company's then current price list. The Licensee shall have the obligation, at any time upon The Qt Company's request, to furnish evidence, reasonably satisfactory to The Qt Company, that its annual sales revenue is below one hundred thousand US dollars (<100,000 USD) in order for the Licensee to be entitled to continue using the Limited Subscription License. Failure to provide such evidence shall be considered as Licensee's material breach of the Agreement.

Limited Subscription License shall not include any Support.

In all other respects the Limited Subscription License shall carry the rights and obligations as set forth in this Agreement.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from the end of each calendar quarter, deliver to The Qt Company a report detailing the number of Designated Users. Such report shall contain such other information as The Qt Company shall reasonably require from time to time.

11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12 TERM AND TERMINATION

12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for the Term, unless and until terminated pursuant to the terms of this Section 12.

12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if (i) the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period; or (ii) Licensee or any of its Affiliates bring a suit before any court or administrative agency or otherwise assert a claim against The Qt Company's or any of its Affiliates' Intellectual Property Rights or validity thereof.

12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement for any reason, Licensee shall, within 30 days after such termination, cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications (and therein incorporated Redistributables).

13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment

Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for The Qt Company in the beginning of this Agreement, and for the Licensee in the Licensee's account profile. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

14.9 No Implied License

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14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its attorney's fees and costs in connection with such action.

14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or

eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed by Licensee's authorized representative installing the Licensed Software and accepting the terms hereof in connection therewith.

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1.2.521 Public Domain Notice: (521)

All code is released to the public domain. For business purposes

1.2.522 Artistic Style License - 1.0 (522)

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(*

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\$Id\$

*)

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a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as uunet.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.

b) use the modified Package only within your corporation or organization.

c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide separate documentation for each non-standard executable that clearly documents how it differs from the Standard Version.

d) make other distribution arrangements with the Copyright Holder.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:

a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.

b) accompany the distribution with the machine-readable source of the Package with your modifications.

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Linus Torvalds

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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.

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1.2.549 LGPL-2.1 WITH Linux-syscall-note (549)

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Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

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.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

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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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.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

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To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

```
<one line to give the library's name and an idea of what it does.>  
Copyright (C) <year> <name of author>
```

```
This library is free software; you can redistribute it and/or modify it under the  
terms of the GNU Lesser General Public License as published by the Free Software  
Foundation; either version 2.1 of the License, or (at your option) any later version.
```

```
This library is distributed in the hope that it will be useful, but WITHOUT ANY  
WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A  
PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.
```

```
You should have received a copy of the GNU Lesser General Public License along with  
this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street,  
Fifth Floor, Boston, MA 02110-1301 USA
```

Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

```
Yoyodyne, Inc., hereby disclaims all copyright interest in  
the library `Frob' (a library for tweaking knobs) written  
by James Random Hacker.
```

```
<signature of Ty Coon>, 1 April 1990  
Ty Coon, President of Vice  
That's all there is to it!
```

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Linus Torvalds

1.2.562 GPL-1.0+-with- Linux-syscall-note (562)

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Version 1, February 1989

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c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the simplest and most usual way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this General Public License.

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b) accompany it with a written offer, valid for at least three years, to give any third party free (except for a nominal charge for the cost of distribution) a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Paragraphs 1 and 2 above; or,

c) accompany it with the information you received as to where the corresponding source code may be obtained. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form alone.)

Source code for a work means the preferred form of the work for making modifications to it. For an executable file, complete source code means all the source code for all modules it contains; but, as a special exception, it need not include source code for modules which are standard libraries that accompany the operating system on which the executable file runs, or for standard header files or definitions files that accompany that operating system.

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Appendix: How to Apply These Terms to Your New Programs

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To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

```
<one line to give the program's name and a brief idea of what it does.>  
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```

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Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) 19xx name of author  
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.  
This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.
```

The hypothetical commands `show w` and `show c` should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w` and `show c`; they could even be mouse-clicks or menu items-- whatever suits your program.

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<signature of Ty Coon>, 1 April 1989 Ty Coon, President of Vice

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Linus Torvalds

1.2.563 GPL-2.0+-with-eCos-exception-2.0 (563)

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Version 2, June 1991

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b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, 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 executable. 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.

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*
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