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1.2 busybox 1.21.0

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1.3 curl 7.26.0

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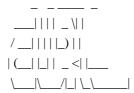
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1.6 glibc 2.13

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/* nicstar.c v0.22 Jawaid Bazyar (bazyar@hypermall.com)

*

- * Hacked October, 1997 by Jawaid Bazyar, Interlink Advertising Services Inc.
- * http://www.hypermall.com/
- * 10/1/97 commented out CFG_PHYIE bit we don't care when the PHY
- * interrupts us (except possibly for removal/insertion of the cable?)

^{*} nicstar.c, M. Welsh (matt.welsh@cl.cam.ac.uk)

```
* 10/4/97 - began heavy inline documentation of the code. Corrected typos
```

- * and spelling mistakes.
- * 10/5/97 added code to handle PHY interrupts, disable PHY on
- * loss of link, and correctly re-enable PHY when link is
- * re-established. (put back CFG_PHYIE)

*

* Modified to work with the IDT7721 nicstar -- AAL5 (tested) only.

*

* R. D. Rechenmacher <ron@fnal.gov>, Aug. 6, 1997

*

- * Linux driver for the IDT77201 NICStAR PCI ATM controller.
- * PHY component is expected to be 155 Mbps S/UNI-Lite or IDT 77155;
- * see init nicstar() for PHY initialization to change this. This driver
- * expects the Linux ATM stack to support scatter-gather lists
- * (skb->atm.iovcnt != 0) for Rx skb's passed to vcc->push.

*

- * Implementing minimal-copy of received data:
- * IDT always receives data into a small buffer, then large buffers
- * as needed. This means that data must always be copied to create
- * the linear buffer needed by most non-ATM protocol stacks (e.g. IP)
- * Fix is simple: make large buffers large enough to hold entire
- * SDU, and leave <small_buffer_data> bytes empty at the start. Then
- * copy small buffer contents to head of large buffer.
- * Trick is to avoid fragmenting Linux, due to need for a lot of large
- * buffers. This is done by 2 things:
- * 1) skb->destructor / skb->atm.recycle buffer
- * combined, allow nicstar free rx skb to be called to
- * recycle large data buffers
- * 2) skb clone of received buffers
- * See nicstar_free_rx_skb and linearize_buffer for implementation
- * details.

*

*

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- *
- * M. Welsh, 6 July 1996

*

*

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1.14 omx 1.1.2

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1.15 openssh 5.6

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* @version 3.0 (December 2000)

*

* Optimised ANSI C code for the Rijndael cipher (now AES)

*

- * @author Vincent Rijmen <vincent.rijmen@esat.kuleuven.ac.be>
- * @author Antoon Bosselaers <antoon.bosselaers@esat.kuleuven.ac.be>
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1.18 OpenSSL patch to 0.9.8 branch to add RFC5649 (key wrap with pad) 1.0

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Version 2.1, February 1999

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1.20 qt 4.8.5 :4.3

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If credit has been extended to Licensee by Digia, all payments under this Agreement are due within thirty (30) days of the date Digia mails its invoice to Licensee. If Digia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Digia. 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 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. A "Force Majeure" event shall mean an act of 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.

Notices to Digia shall be given to:

Digia USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

13.9. Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications

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 Licensed Software, Modified Software or Applications.

13.10. Governing Law and Legal Venue

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes arising out of or relating to this Agreement shall be resolved in arbitration under the Rules of Arbitration of the Chamber of Commerce of Helsinki, Finland. 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.

13.11 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 Digia and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software and/or Modified Software, as applicable, with any other software or hardware not delivered by Digia under this Agreement.

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DIGIA USA INC. | SUITE 203 | 2880 ZANKER ROAD | SAN JOSE | CA 95134 | U.S.A. |

FAX + 1 408 433 9360

PLACE OF REGISTERED OFFICE: DELAWARE | WWW.DIGIA.COM QT EMBEDDED DEVELOPER LICENSE AGREEMENT

Agreement version 1.5.2

This Embedded Developer License Agreement for Qt ("Agreement") is a legal agreement between Digia Finland Ltd ("Digia"), with its registered office at Valimotie 21, FI-00380 Helsinki, Finland and you (either an individual or a legal entity) ("Licensee") for the Licensed Software (as defined below).

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 portions of the Licensed Software.

"Deployment Platforms" shall mean the operating system(s) listed in the License Certificate onto which Licensee is authorized to deploy Applications.

"Designated User(s)" shall mean the employee(s) of Licensee acting within the scope of their employment or Licensee's consultant(s) or contractor(s) acting within the scope of their services for Licensee and on behalf of Licensee.

"Development Platforms" shall mean the operating system(s) listed in the License Certificate on which Licensee may use, develop and modify the Licensed Software.

"Initial Term" shall mean the period of time one (1) year from the later of (a) the Effective Date; or (b) the date the Licensed Software was initially delivered to Licensee by Digia. If no specific Effective Date is set forth in the Agreement, the Effective Date shall be deemed to be the date the Licensed Software was initially delivered to Licensee.

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"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Digia to Licensee in conjunction with this Agreement. Licensed Software does not include Third Party Software (as defined in Section 7).

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6. VERIFICATION

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10. LIMITATION OF LIABILITY

If, Digia's warranty disclaimer notwithstanding, Digia is held to be liable to Licensee whether in contract, tort, or any other legal theory, based on the Licensed Software, Digia's entire liability to Licensee and Licensee's exclusive remedy shall be, at Digia's option, either (a) return of the price Licensee paid for the Licensed Software, or (b) repair or replacement of the Licensed Software, provided Licensee returns to Digia all copies of the Licensed Software as

originally delivered to Licensee. Digia shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse or misapplication, nor shall Digia, under any circumstances, be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from Digia to Licensee shall not exceed the total amount Licensee has paid to Digia in connection with this Agreement.

11. SUPPORT AND UPDATES

Licensee will be eligible to receive Support and Updates during the Initial Term, in accordance with Digia's then current policies and procedures, if any. Such policies and procedures may be changed from time to time. Following the Initial Term, Digia shall no longer make the Licensed Software available to Licensee unless Licensee purchases additional Support and Updates according to this Section 11 below.

Licensee may purchase additional Support and Updates following the Initial Term at Digia's terms and conditions applicable at the time of renewal.

12. CONFIDENTIALITY

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 the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict 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.

"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 employees 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 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 Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 12, this Section 12 shall be controlling over the terms of the Non-Disclosure Agreement.

13. GENERAL PROVISIONS

13.1. Marketing

Digia may include Licensee's company name and logo in a publicly available list of Digia 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 Digia, which shall not be unreasonably withheld. Digia shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

13.3. Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia 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 the Licenses, Licensee shall return to Digia all copies of Licensed Software that were supplied by Digia. 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 Digia a written confirmation that this has occurred.

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(iii), 10, 12, 13.5, 13.6, 13.9, 13.10, and 13.11 shall survive the termination of the Agreement. Notwithstanding the foregoing, Sections 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 Digia 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.

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in the English language or accompanied by a translation thereof.

Notices to Digia shall be given to:

Digia Finland Ltd

Attn: Qt / Legal

Valimotie 21

FI-00380 Helsinki

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Fax: +358 10 313 3700

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Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications 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 Licensed Software, Modified Software or Applications.

13.10. Governing Law and Legal Venue:

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. 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

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Qt COMMERCIAL EVALUATION LICENSE AGREEMENT

Agreement version 2.0

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"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.

"Term" shall mean the period of time thirty (30) days from the later of (a) the Effective Date; or (b) the date the Licensed Software was initially delivered to Licensee by Digia. If no specific Effective Date is set forth in the Agreement, the Effective Date shall be deemed to be the date the Licensed Software was initially delivered to Licensee.

"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Digia to

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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 employees 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 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 Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 12, this Section 12 shall be controlling over the terms of the Non-Disclosure Agreement.

13. GENERAL PROVISIONS

13.1 Marketing

Digia may include Licensee's company name and logo in a publicly available list of Digia 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 Digia, which shall not be unreasonably withheld. Digia shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

13.3 Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia 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 Digia all copies of Licensed Software that were supplied by Digia. 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 Digia a written confirmation that this has occurred.

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 Digia 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 Digia, all payments under this Agreement are due within thirty (30) days of the date Digia mails its invoice to Licensee. If Digia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Digia. 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 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. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

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Notices to Digia shall be given to:

Digia Finland Ltd

Attn: Qt / Legal

Valimotie 21

FI-00380 Helsinki

Finland

Fax: +358 10 313 3700

13.9 Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications 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 Licensed Software, Modified Software or Applications.

13.10 Governing Law and Legal Venue

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. 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.

13.11 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 Digia and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software and/or Modified Software, as applicable, with any other software or hardware not delivered by Digia under this Agreement.

Appendix 1

- $1.\ Parts\ of\ the\ Licensed\ Software\ that\ are\ permitted\ for\ distribution\ ("Redistributables"):$
- The Licensed Software's main and plug-in libraries in object code form

- The Licensed Software's configuration tool ("qtconfig") - The Licensed Software's help tool in object code/executable form ("Qt Assistant") - The Licensed Software's internationalization tools in object code/executable form ("Qt Linguist", "lupdate", "lrelease") - The Licensed Software's designer tool ("Qt Designer") - The Licensed Software's IDE tool ("Qt Creator") - The Licensed Software's QML ("Qt Quick") launcher tool in object code/executable form 2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to: - The Licensed Software's source code and header files - The Licensed Software's documentation - The Licensed Software's tool for writing makefiles ("qmake") - The Licensed Software's Meta Object Compiler ("moc") - The Licensed Software's User Interface Compiler ("uic" or in the case of Qt Jambi: "juic") - The Licensed Software's Resource Compiler ("rcc") - The Licensed Software's generator (only in the case of Qt Jambi if applicable) - The Licensed Software's Qt SDK and its components

QT COMMERCIAL LICENSE AGREEMENT

DIGIA FINLAND LTD | VALIMOTIE 21 | FI-00380 HELSINKI FINLAND | TEL +358 (0) 10

313 3000 | FAX +358 (0) 10 313 3700

PLACE OF REGISTERED OFFICE: HELSINKI | VAT REG. | BUSINESS ID 1091248-4 |

WWW.DIGIA.COM

OT COMMERCIAL ALL OPERATING SYSTEMS DEVELOPER LICENSE AGREEMENT

Agreement version 1.3.2

This Qt Commercial All Operating Systems Commercial Developer License Agreement ("Agreement") is a legal agreement between Digia USA, Inc. ("Digia") with its registered office at 32 W. Loockerman Street, Suite 201, City of Dover, County of Kent, Delaware 19904, U.S.A., and you (either an individual or a legal entity) ("Licensee") for the Licensed Software (as defined below).

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 portions of the Licensed Software.

"Deployment Platforms" shall mean the Embedded Linux, Windows CE and Windows Mobile operating system(s).

"Designated User(s)" shall mean the employee(s) of Licensee acting within the scope of their employment or Licensee's consultant(s) or contractor(s) acting within the scope of their services for Licensee and on behalf of Licensee.

"Initial Term" shall mean the period of time one (1) year from the later of (a) the Effective Date; or (b) the date the Licensed Software was initially delivered to Licensee by Digia. If no specific Effective Date is set forth in the Agreement, the Effective Date shall be deemed to be the date the Licensed Software was initially delivered to Licensee.

"License Certificate" shall mean the document accompanying the Licensed Software which specifies the modules which are licensed under the Agreement, Platforms and Designated Users.

"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Digia to Licensee in conjunction with this Agreement. Licensed Software does not include Third Party Software (as defined in Section 7).

"Modified Software" shall mean modifications made to the Licensed Software by Licensee.

"Nokia shall mean Digia Plc, a corporation incorporated under the laws of Finland, having its registered office at PO

box 226, 00045 Nokia Group, Finland (visiting address Keilalahdentie 4, 02150 Espoo, Finland) and registered with the Finnish Trade Register under business ID 0112038-9 and acting on behalf of its respective Affiliates.

"Party or Parties" shall mean Licensee and/or Digia.

"Platforms" shall mean the operating system(s) listed in the License Certificate.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 1, Section 1 that may be distributed with or as part of Applications in object code form.

"Support" shall mean standard developer support that is provided by Digia to assist eligible Designated Users in using the Licensed Software in accordance with its established standard support procedures listed at: http://qt.digia.com/.

"Updates" shall mean a release or version of the Licensed Software containing enhancements, new features, bug fixes, error corrections and other changes that are generally made available to users of the Licensed Software that have contracted for maintenance and support.

2. OWNERSHIP

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otherwise use the Licensed Software. In addition, by installing, copying, or otherwise using any Updates or other components of the Licensed Software that Licensee receives separately as part of the Licensed Software, Licensee agrees to be bound by any additional license terms that accompany such Updates, if any. If Licensee does not agree to the additional license terms that accompany such Updates, Licensee should not install, copy, or otherwise use such Updates.

Upon Licensee's acceptance of the terms and conditions of this Agreement, Digia grants Licensee the right to use the Licensed Software in the manner provided below.

5. LICENSES

5.1 Using, Modifying and Copying

Digia grants to Licensee a non-exclusive, non-transferable, perpetual license to use, modify and copy the Licensed Software for Designated Users specified in the License Certificate for the sole purposes of:

- (i) designing, developing, and testing Application(s);
- (ii) modifying the Licensed Software as limited by section 8 below; and
- (iii) compiling the Licensed Software and/or Modified Software source code into object code.

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that only the Designated Users use the Licensed Software. Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying Digia, provided that a) the then-current Designated User has not been designated as a replacement during the last six (6) months; and b) there is no more than the specified number of Designated Users at any given time.

5.2 Limited Redistribution

- a) Digia grants Licensee a non-exclusive, royalty-free right to reproduce and distribute the object code form of Redistributables (listed in Appendix 1, Section 1) for execution on the specified Platforms, excluding the Deployment Platforms. Copies of Redistributables may only be distributed with and for the sole purpose of executing Applications permitted under this Agreement that Licensee has created using the Licensed Software. Under no circumstances may any copies of Redistributables be distributed separately. This Agreement does not give Licensee any rights to distribute any of the parts of the Licensed Software listed in Appendix 1, Section 2, neither as a whole nor as parts or snippets of code.
- b) Licensee may not distribute, transfer, assign or otherwise dispose of Applications and/or Redistributables, in binary/compiled form, or in any other form, if such action is part of a joint software and hardware distribution, except as provided by a separate runtime distribution license with Digia or one of its authorized distributors. A joint hardware and software distribution shall be defined as either:
- (i) distribution of a hardware device where, in its final end user configuration, the main user interface of the device

is provided by Application(s) created by Licensee or others, using a commercial version of a Qt or Qt-based product, and depends on the Licensed Software or an open source version of any Qt or Qt-based software product; or

- (ii) distribution of the Licensed Software with a device designed to facilitate the installation of the Licensed Software onto the same device where the main user interface of such device is provided by Application(s) created by Licensee or others, using a commercial version of a Qt or Qt-based product, and depends on the Licensed Software.
- c) Licensee's distribution of Licensed Software and/or Modified Software or Applications on Deployment Platforms requires a separate distribution license from Digia. Notwithstanding the above limitation, Licensee may distribute the Application in binary/compiled form onto devices running Windows CE provided the core functionality of the device does not depend on either the Licensed Software or the Application.

5.3 Further Requirements

It is expressly acknowledged and understood by Licensee, that Licensee is strictly prohibited from using Licensed Software for creation of mobile phones or tablet computers targeted for consumer end users.

The aforementioned shall not prohibit Licensee from using Licensed Software for the purpose of creating of applications for any devices, including mobile phone and tablet computers.

Notwithstanding anything contrary to this Agreement, it is expressly acknowledged and understood by Licensee, that Nokia shall hereby be named as a third party beneficiary under this Agreement with respect to this Section 5.3. Therefore, Nokia shall have the same rights as Digia under this Agreement with respect to this Section 5.3, and shall be entitled to exercise such rights independent from Digia.

The licenses granted in this Section 5 by Digia to Licensee and Licensee Affiliates are subject to Licensee and Licensee Affiliate's compliance with Section 8 of this Agreement.

6. VERIFICATION

Digia or a certified auditor on Digia's behalf, may, upon its reasonable request and at its expense, audit Licensee with respect to the use of the Licensed Software. 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. Digia will not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that Licensee is using the Licensed Software in a way that is in material violation of the terms of the Agreement, then Licensee shall pay Digia's reasonable costs of conducting the audit. In the case of a material violation, Licensee agrees to pay Digia any amounts owing that are attributable to the unauthorized use. In the alternative, Digia reserves the right, at Digia's sole option, to terminate the licenses for the Licensed Software.

7. 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 along with the Licensed Software delivery as a convenience for development and testing only. Such source code and libraries may be listed in the ".../src/3rdparty" source tree delivered with the Licensed Software or documented in the Licensed Software where the Third Party Software is used, as may be amended from time to time, do not comprise the Licensed Software. Licensee acknowledges (i) that some part of Third Party Software may require additional licensing of copyright and patents from the owners of such, and (ii) that distribution of any of the Licensed Software referencing any portion of a Third Party Software may require appropriate licensing from such third parties.

8. CONDITIONS FOR CREATING APPLICATIONS

The licenses granted in this Agreement for Licensee to create, modify and distribute Applications is subject to all of the following conditions: (i) all copies of the Applications Licensee creates must bear a valid copyright notice either Licensee's own or the copyright notice that appears on the Licensed Software; (ii) Licensee may not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software including but not limited to the About Boxes; (iii) Licensee will indemnify and hold Digia, its Affiliates, contractors, and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of Applications; (iv) Applications must be developed using a licensed, registered copy of the Licensed Software; (v) Applications must add primary and substantial functionality to the Licensed Software; (vi) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; however 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); (vii) Licensee may create Modified Software that breaks the source or binary compatibility with the Licensed Software. This includes, but is not limited to, changing the application programming interfaces ("API") by adding, changing or deleting any variable, method, or class signature in the Licensed Software, the inter-process QCop specification, and/or any interprocess protocols, services or standards in the Licensed Software libraries. To the extent that Licensee breaks source or binary compatibility with the Licensed Software, Licensee acknowledges that Digia's ability to provide Support may be prevented or limited and Licensee's ability to make use of Updates may be restricted; (viii) Applications may not compete with the Licensed Software; (ix) Licensee may not use Digia's or any of its suppliers' names, logos, or trademarks to market Applications, except to state that Licensee's Application(s) was developed using the Licensed Software.

NOTE: The Open Source Editions of Qt products and the Qt, Qtopia and Qt Extended versions previously licensed by Trolltech (collectively referred to as "Products") are licensed under the terms of the GNU Lesser General Public License version 2.1 ("LGPL") and/or the GNU General Public License versions 2.0 and 3.0 ("GPL") (as applicable) and not under this Agreement. If Licensee, or another third party, has, at any time, developed all (or any portions of) the Application(s) using a version of one of these Products licensed under the LGPL or the GPL, Licensee may not combine such development work with the Licensed Software and must license such Application(s) (or any portions derived there from) under the terms of the GNU Lesser General Public License version 2.1 (Qt only) or GNU General Public License version 2.0 (Qt, Qtopia and Qt Extended) or version 3 (Qt only) copies of which are located at http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html,

http://www.fsf.org/licensing/licenses/info/GPLv2.html, and http://www.gnu.org/copyleft/gpl.html.

9. LIMITED WARRANTY AND WARRANTY DISCLAIMER

Digia hereby represents and warrants with respect to the Licensed Software 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". To the maximum extent permitted by applicable law, Digia on behalf of itself and its suppliers, disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

10. LIMITATION OF LIABILITY

If, Digia's warranty disclaimer notwithstanding, Digia is held to be liable to Licensee whether in contract, tort, or any other legal theory, based on the Licensed Software, Digia's entire liability to Licensee and Licensee's exclusive remedy shall be, at Digia's option, either (a) return of the price Licensee paid for the Licensed Software, or (b) repair or replacement of the Licensed Software, provided Licensee returns to Digia all copies of the Licensed Software as originally delivered to Licensee. Digia shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse or misapplication, nor shall Digia, under any circumstances, be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from Digia to Licensee shall not exceed the total amount Licensee has paid to Digia in connection with this Agreement.

11. SUPPORT AND UPDATES

Licensee will be eligible to receive Support and Updates during the Initial Term, in accordance with Digia's then current policies and procedures, if any. Such policies and procedures may be changed from time to time. Following the Initial Term, Digia shall no longer make the Licensed Software available to Licensee unless Licensee purchases additional Support and Updates according to this Section 11 below.

Licensee may purchase additional Support and Updates following the Initial Term at Digia's terms and conditions applicable at the time of renewal.

12. CONFIDENTIALITY

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 the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict 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.

"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 employees 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 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.

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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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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.

Notices to Digia shall be given to:

Digia USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

13.9 Export Control

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This is JavaScriptCore's variant of the PCRE library. While this library

started out as a copy of PCRE, many of the features of PCRE have been removed.

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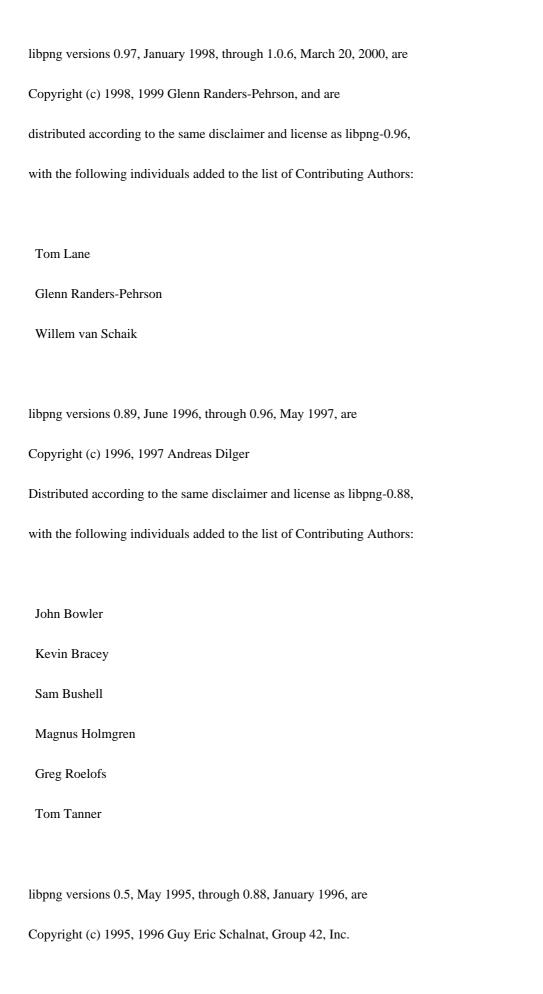
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/* * and/or the "little-cms" library by Marti Maria (depending on the
/* * inclusion of support for JNG and Full-Color-Management respectively. * */
/* *
                                           * */
/* * This library's function is primarily to read and display MNG
                                                                * */
/* * animations. It is not meant as a full-featured image-editing
/* * component! It does however offer creation and editing functionality * */
                                                 * */
/* * at the chunk level.
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                                                * */
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/* *
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Copyright FAQ

1. I don't understand the resale restriction... What gives?

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2. I want to package these fonts separately for distribution and sale as part of a larger software package or system. Can I do so?

Yes. A RPM or Debian package is a "larger software package" to begin with, and you aren't selling them independently by themselves.

See 1. above.

3. Are derivative works allowed?

Yes!

4. Can I change or add to the font(s)?

Yes, but you must change the name(s) of the font(s).

5. Under what terms are derivative works allowed?

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6. If I have improvements for Bitstream Vera, is it possible they might get adopted in future versions?

Yes. The contract between the Gnome Foundation and Bitstream has provisions for working with Bitstream to ensure quality additions to the Bitstream Vera font family. Please contact us if you have such additions. Note, that in general, we will want such additions for the entire family, not just a single font, and that you'll have to keep both Gnome and Jim Lyles, Vera's designer, happy! To make sense to add glyphs to the font, they must be stylistically in keeping with Vera's design. Vera cannot become a "ransom note" font. Jim Lyles will be providing a document describing the design elements used in Vera, as a guide and aid for people interested in contributing to Vera.

7. I want to sell a software package that uses these fonts: Can I do so?

Sure. Bundle the fonts with your software and sell your software with the fonts. That is the intent of the copyright.

8. If applications have built the names "Bitstream Vera" into them, can I override this somehow to use fonts of my choosing?

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11. SUPPORT AND UPDATES

Licensee shall be eligible to receive Support and Updates during the Initial Term, in accordance with Digia's then current policies and procedures, if any. Such policies and procedures may be changed from time to time. Following the Initial Term, Digia shall no longer make the Licensed Software available to Licensee unless Licensee purchases additional Support and Updates according to this Section 11 below.

Licensee may purchase additional Support and Updates following the Initial Term at Digia's terms and conditions applicable at the time of renewal.

12. CONFIDENTIALITY

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 the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict 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.

"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 employees 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 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 Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 12, this Section 12 shall be controlling over the terms of the Non-Disclosure Agreement.

13. GENERAL PROVISIONS

13.1 Marketing

Digia may include Licensee's company name and logo in a publicly available list of Digia 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 Digia, which shall not be unreasonably withheld. Digia shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

13.3 Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia 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 Digia all copies of Licensed Software that were supplied by Digia. 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 Digia a written confirmation that this has occurred.

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 Digia 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 Digia, all payments under this Agreement are due within thirty (30) days of the date Digia mails its invoice to Licensee. If Digia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Digia. 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 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. A "Force Majeure" event shall mean an act of 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.

Notices to Digia shall be given to:

Digia USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

13.9 Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications 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 Licensed Software, Modified Software or Applications.

13.10 Governing Law and Legal Venue

This Agreement shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of New York without given effect to any choice of law rule that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each Party (a) hereby irrevocably submits itself to and consents to the jurisdiction of the United States District Court for the Southern District of New York (or if such court lacks jurisdiction, the state courts of the State of New York) for the purposes of any action, claim, suit or proceeding between the Parties in connection with any controversy, claim, or dispute arising out of or relating to this Agreement; and (b) hereby waives, and agrees not to assert by way of motion, as a defence or otherwise, in any such action, claim, suit or proceeding, any claim that is not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper. Notwithstanding the foregoing, nothing in this Section 13.10 is intended to, or shall be deemed to, constitute a submission or consent to, or selection of, jurisdiction, forum or venue for any action for patent infringement, whether or not such action relates to this Agreement.

13.11 No Implied License

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13.12 Government End Users

A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Licensed Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Licensed Software with only those rights set forth herein. The Licensed Software (including related documentation) is provided to U.S. Government End Users: (a) only as a commercial end item; and (b) only pursuant to this Agreement.

Appendix 1

1. Parts of the Licensed Software that are permitted for distribution ("Redistributables"):

- The Licensed Software's main and plug-in libraries in object code form
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool in object code/executable form ("Qt Assistant")
- The Licensed Software's internationalization tools in object code/executable form ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's designer tool ("Qt Designer")
- The Licensed Software's IDE tool ("Qt Creator")
- The Licensed Software's QML ("Qt Quick") launcher tool in object code/executable form
- 2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:
- The Licensed Software's source code and header files
- The Licensed Software's documentation
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic" or in the case of Qt Jambi: "juic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's generator (only in the case of Qt Jambi)
- The License Software's Qt SDK and its components

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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

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To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

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To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2)

tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component

(kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

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4. Conveying Verbatim Copies.

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5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
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- 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
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d) If the work has interactive user interfaces, each must display

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interfaces that do not display Appropriate Legal Notices, your

work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License,

in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any

tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a

fixed term (regardless of how the transaction is characterized), the

Corresponding Source conveyed under this section must be accompanied

by the Installation Information. But this requirement does not apply

if neither you nor any third party retains the ability to install

modified object code on the User Product (for example, the work has

been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this

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