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## 1.6 glibc 2.13

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

- \* nicstar.c, M. Welsh (matt.welsh@cl.cam.ac.uk)
- \*
- \* 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?)

```
* 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
- st 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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* Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.
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\*

\* M. Welsh, 6 July 1996

\*

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\*/

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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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\* Modified by Attaullah Baig (abaig@paypal.com) to wrap/unwrap any

\* size keys (Implemented RFC5649)

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src/serializer.cpp

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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(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.

#### 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

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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.

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.

QT COMMERCIAL EMBEDDED DEVELOPER LICENSE AGREEMENT

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.

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

"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.

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- (iii) compiling the Licensed Software and/or Modified Software source code into object code.

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Notwithstanding the above limitation, Licensee may distribute Application(s) in binary/compiled form onto devices, provided the core functionality of the device does not depend on the Application(s).

# 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 licensee for the Licensed Software.

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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,

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# 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, its suppliers and licensors, 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.

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.

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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

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.

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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
Qt COMMERCIAL EVALUATION LICENSE AGREEMENT

Agreement version 2.0

This Evaluation License Agreement ("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.

# 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.

"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

Licensee in conjunction with this Agreement.

"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.

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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

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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

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

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#### 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 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)

QT COMMERCIAL LICENSE AGREEMENT

- The Licensed Software's Qt SDK and its components

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

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

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#### QT 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/.

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#### 5.3 Further Requirements

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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.

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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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# 13.3 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.

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, 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.

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## 13.7 Force Majeure

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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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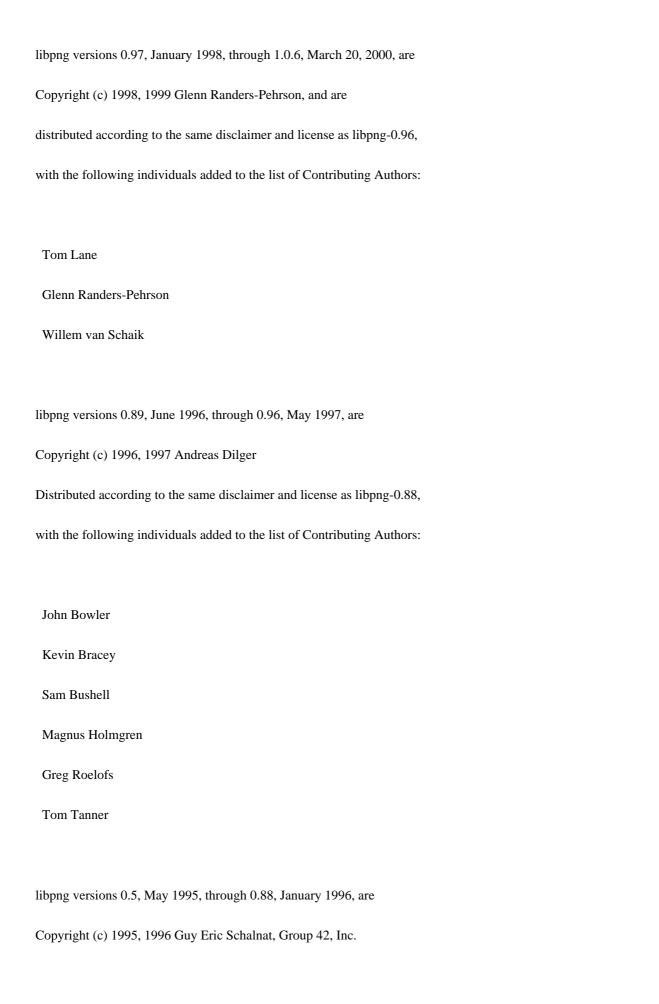
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/* *
                                           * */
/* * This library's function is primarily to read and display MNG
                                                                * */
/* * animations. It is not meant as a full-featured image-editing
/* * component! It does however offer creation and editing functionality * */
                                                 * */
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If such an object file uses only numerical parameters, data

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Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6.

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Version 3, 29 June 2007

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Copyright FAQ

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

Bitstream is giving away these fonts, but wishes to ensure its competitors can't just drop the fonts as is into a font sale system and sell them as is. It seems fair that if Bitstream can't make money

from the Bitstream Vera fonts, their competitors should not be able to do so either. You can sell the fonts as part of any software package, however.

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?

You must change the name(s) of the fonts. This is to ensure the quality of the fonts, both to protect Bitstream and Gnome. We want to ensure that if an application has opened a font specifically of these names, it gets what it expects (though of course, using fontconfig, substitutions could still could have occurred during font

opening). You must include the Bitstream copyright. Additional copyrights can be added, as per copyright law. Happy Font Hacking!

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?

This depends on exact details of the software. Most open source systems and software (e.g., Gnome, KDE, etc.) are now converting to use fontconfig (see www.fontconfig.org) to handle font configuration, selection and substitution; it has provisions for overriding font names and substituting alternatives. An example is provided by the supplied local.conf file, which chooses the family Bitstream Vera for "sans", "serif" and "monospace". Other software (e.g., the XFree86 core server) has other mechanisms for font substitution.

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47251__nthompson__rocket.wav
3378__patchen__Rhino_03.wav
3258__Jovica__Dronetail_02.wav
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Licensee may purchase additional Support and Updates following the Initial Term at Digia's terms and conditions applicable at the time of renewal.

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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 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

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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.

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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.

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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.

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**Suite 1020** 

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

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## Appendix 1

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## 1.21 Roundtable zLib 1.2.3

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/\*

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## 1.24 udev 172

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