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Version 3, 29 June 2007

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It was originally downloaded from http://ldaptor.bkbits.net/

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# 1.5 zope-interface 4.5.0

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# 1.6 ffi 1.9.21

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```
# -*- makefile -*-
#
# Makefile for BSD systems
#
INCFLAGS += -I${LIBFFI_BUILD_DIR}/include
LOCAL_LIBS += ${LIBFFI} -lpthread

LIBFFI_CFLAGS = ${FFI_MMAP_EXEC} -pthread

LIBFFI_BUILD_DIR = ${.CURDIR}/libffi-${arch}

.if ${srcdir} == "."

LIBFFI_SRC_DIR := ${.CURDIR}/libffi
.else

LIBFFI_SRC_DIR := ${srcdir}/libffi
.endif
```

```
LIBFFI = ${LIBFFI_BUILD_DIR}/.libs/libffi_convenience.a
LIBFFI_AUTOGEN = ${LIBFFI_SRC_DIR}/autogen.sh
LIBFFI_CONFIGURE = ${LIBFFI_SRC_DIR}/configure --disable-static \
--with-pic=yes --disable-dependency-tracking --disable-docs
$(OBJS): ${LIBFFI}
$(LIBFFI):
@mkdir -p ${LIBFFI_BUILD_DIR}
@if [ ! -f $(LIBFFI_BUILD_DIR)/configure ]; then \
 echo "Running autoreconf for libffi"; \
 cd "$(LIBFFI_SRC_DIR)" && \
 /bin/sh $(LIBFFI_AUTOGEN) > /dev/null; \
@if [ ! -f ${LIBFFI_BUILD_DIR}/Makefile ]; then \
 echo "Configuring libffi"; \
 cd ${LIBFFI BUILD DIR} && \
 /usr/bin/env CC="${CC}" LD="${LD}" CFLAGS="${LIBFFI_CFLAGS}" GREP_OPTIONS=""\
 /bin/sh ${LIBFFI CONFIGURE} ${LIBFFI HOST} > /dev/null; \
@cd ${LIBFFI_BUILD_DIR} && ${MAKE}
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```

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# 1.7 python-programming-language 2.7.14

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.. highlightlang:: none

.. \_history-and-license:

\*\*\*\*\*\*\*\*\*\*\*\*\*

History and License

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

History of the software

Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see https://www.cwi.nl/) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see https://www.cnri.reston.va.us/) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation; see http://www.zope.com/). In 2001, the Python Software Foundation (PSF, see https://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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1.6.1	1.6	2001	CNRI	no	
2.1	2.0+1.6.1	2001	PSF	l no	
2.0.1	2.0+1.6.1	2001	PSI	F   yes	 
2.1.1	2.1+2.0.1	2001	PSI	F   yes	
2.1.2	2.1.1	2002	PSF	yes	
2.1.3	2.1.2	2002	PSF	yes	
2.2 and abo	ove   2.1.1	200	1-now	PSF	yes

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Mersenne Twister

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A C-program for MT19937, with initialization improved 2002/1/26. Coded by Takuji Nishimura and Makoto Matsumoto.

Before using, initialize the state by using init\_genrand(seed) or init\_by\_array(init\_key, key\_length).

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#### Sockets

-----

The :mod:`socket` module uses the functions, :func:`getaddrinfo`, and :func:`getnameinfo`, which are coded in separate source files from the WIDE Project, http://www.wide.ad.jp/. ::

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## MD5 message digest algorithm

\_\_\_\_\_

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- L. Peter Deutsch ghost@aladdin.com

Independent implementation of MD5 (RFC 1321).

This code implements the MD5 Algorithm defined in RFC 1321, whose text is available at

http://www.ietf.org/rfc/rfc1321.txt

The code is derived from the text of the RFC, including the test suite

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The original and principal author of md5.h is L. Peter Deutsch <ghost@aladdin.com>. Other authors are noted in the change history that follows (in reverse chronological order):

2002-04-13 lpd Removed support for non-ANSI compilers; removed references to Ghostscript; clarified derivation from RFC 1321; now handles byte order either statically or dynamically.
1999-11-04 lpd Edited comments slightly for automatic TOC extraction.
1999-10-18 lpd Fixed typo in header comment (ansi2knr rather than md5); added conditionalization for C++ compilation from Martin Purschke <purschke@bnl.gov>.
1999-05-03 lpd Original version.

Asynchronous socket services

-----

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management

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UUencode and UUdecode functions

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Modified by Jack Jansen, CWI, July 1995:

- Use binascii module to do the actual line-by-line conversion between ascii and binary. This results in a 1000-fold speedup. The C version is still 5 times faster, though.
- Arguments more compliant with Python standard

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expat

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Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see http://www.cwi.nl) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see http://www.cnri.reston.va.us) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations, which became Zope Corporation. In 2001, the Python Software Foundation (PSF, see https://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation was a sponsoring member of the PSF.

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Release	Derive	ed Year	r (	Owner	GPL-	
from			compatible? (1)			
				•		
0.9.0 thru	1.2	1991-1	995	CWI	yes	
1.3 thru 1.	5.2 1.2	1995-	1999	CNRI	yes	
1.6	1.5.2	2000	CNF	RI n	0	
2.0	1.6	2000	BeOp	en.com	n no	
1.6.1	1.6	2001	CNF	RI y	es (2)	
2.1	2.0+1.6.	1 2001	PS	SF i	no	
2.0.1	2.0+1.6	.1 2001	P	SF	yes	
2.1.1	2.1+2.0	.1 2001	P	SF	yes	
2.1.2	2.1.1	2002	PSF	ye.	es	
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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see https://www.cnri.reston.va.us/) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation; see http://www.zope.com/). In 2001, the Python Software Foundation (PSF, see https://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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Mersenne Twister

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The :mod:`\_random` module includes code based on a download from http://www.math.sci.hiroshima-u.ac.jp/~m-mat/MT/MT2002/emt19937ar.html. The following are the verbatim comments from the original code::

A C-program for MT19937, with initialization improved 2002/1/26. Coded by Takuji Nishimura and Makoto Matsumoto.

Before using, initialize the state by using init\_genrand(seed) or init\_by\_array(init\_key, key\_length).

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Sockets

The :mod:'socket' module uses the functions, :func:'getaddrinfo', and :func:'getnameinfo', which are coded in separate source files from the WIDE Project, http://www.wide.ad.jp/. ::

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# L. Peter Deutsch ghost@aladdin.com

Independent implementation of MD5 (RFC 1321).

This code implements the MD5 Algorithm defined in RFC 1321, whose text is available at

http://www.ietf.org/rfc/rfc1321.txt

The code is derived from the text of the RFC, including the test suite (section A.5) but excluding the rest of Appendix A. It does not include any code or documentation that is identified in the RFC as being copyrighted.

The original and principal author of md5.h is L. Peter Deutsch <ghost@aladdin.com>. Other authors are noted in the change history that follows (in reverse chronological order):

2002-04-13 lpd Removed support for non-ANSI compilers; removed references to Ghostscript; clarified derivation from RFC 1321; now handles byte order either statically or dynamically.
1999-11-04 lpd Edited comments slightly for automatic TOC extraction.
1999-10-18 lpd Fixed typo in header comment (ansi2knr rather than md5); added conditionalization for C++ compilation from Martin Purschke <purschke@bnl.gov>.
1999-05-03 lpd Original version.

Asynchronous socket services

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see http://www.cnri.reston.va.us) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations, which became Zope Corporation. In 2001, the Python Software Foundation (PSF, see https://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation was a sponsoring member of the PSF.

All Python releases are Open Source (see http://www.opensource.org for the Open Source Definition). Historically, most, but not all, Python releases have also been GPL-compatible; the table below summarizes the various releases.

Release	Deriv	red Yea	ır O	wner	GPL-
	from		cc	ompatible	e? (1)
0.9.0 thru	1.2	1991-	1995 C	WI	yes
1.3 thru 1	.5.2 1.2	1995	-1999 (	CNRI	yes
1.6	1.5.2	2000	CNRI	no	
2.0	1.6	2000	BeOpe	n.com r	10
1.6.1	1.6	2001	CNRI	yes	(2)
2.1	2.0+1.6	.1 2001	PSF	no	
2.0.1	2.0+1.6	5.1 2001	PSI	∃ ye	es
2.1.1	2.1+2.0	0.1 2001	PSI	F ye	es
2.1.2	2.1.1	2002	PSF	yes	
2.1.3	2.1.2	2002	PSF	yes	
2.2 and al	pove 2.1	.1 200	01-now	PSF	yes

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# 1.13 py-openssl 17.5.0

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## 1.15 decorator 3.4.0

# 1.16 pyparsing 1.5.7

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/\* zlib.h -- interface of the 'zlib' general purpose compression library version 1.2.11, January 15th, 2017

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jloup@gzip.org madler@alumni.caltech.edu

\*

# 1.19 zope 4.3.2

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intset.py

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see http://www.cnri.reston.va.us) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation, see http://www.zope.com). In 2001, the Python Software Foundation (PSF, see http://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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	from		com	patible	? (1)
0.9.0 thru	1.2	1991-	1995 CW	I y	es
1.3 thru 1.	.5.2 1.2	1995	-1999 CN	IRI	yes
1.6	1.5.2	2000	CNRI	no	
2.0	1.6	2000	BeOpen.	com no	)
1.6.1	1.6	2001	CNRI	yes (	2)
2.1	2.0+1.6	5.1 2001	PSF	no	
2.0.1	2.0+1.6	6.1 2001	PSF	yes	
2.1.1	2.1+2.0	0.1 2001	PSF	yes	
2.1.2	2.1.1	2002	PSF	yes	
2.1.3	2.1.2	2002	PSF	yes	
2.2 and ab	ove 2.1	.1 200	)1-now P	SF	yes

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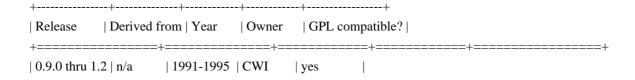
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The :mod:`\_random` module includes code based on a download from http://www.math.sci.hiroshima-u.ac.jp/~m-mat/MT/MT2002/emt19937ar.html. The following are the verbatim comments from the original code::

A C-program for MT19937, with initialization improved 2002/1/26. Coded by Takuji Nishimura and Makoto Matsumoto.

Before using, initialize the state by using init\_genrand(seed) or init\_by\_array(init\_key, key\_length).

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-----

The :mod:`socket` module uses the functions, :func:`getaddrinfo`, and :func:`getnameinfo`, which are coded in separate source files from the WIDE Project, http://www.wide.ad.jp/. ::

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UUencode and UUdecode functions

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Modified by Jack Jansen, CWI, July 1995:

- Use binascii module to do the actual line-by-line conversion between ascii and binary. This results in a 1000-fold speedup. The C version is still 5 times faster, though.
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Select kqueue

-----

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-----

The file: 'Python/pyhash.c' contains Marek Majkowski' implementation of Dan Bernstein's SipHash24 algorithm. The contains the following note::

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```
Original location:
  https://github.com/majek/csiphash/
Solution inspired by code from:
  Samuel Neves (supercop/crypto_auth/siphash24/little)
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cfuhash

\_\_\_\_\_

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see http://www.cnri.reston.va.us) in Reston, Virginia where he released several versions of the software.

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1.6	1.5.2	2000	CNRI	no	
2.0	1.6	2000	BeOpe	en.com i	10
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Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see http://www.cwi.nl) in the Netherlands as a successor of a language called ABC. Guido remains Python's

principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see http://www.cnri.reston.va.us) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations, which became Zope Corporation. In 2001, the Python Software Foundation (PSF, see https://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation was a sponsoring member of the PSF.

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1.3 thru 1	.5.2 1.2		1995-	1999	CNI	RI	yes	
1.6	1.5.2	20	00	CN	RI	no		
2.0	1.6	200	00	BeO	pen.c	om n	0	
1.6.1	1.6	20	01	CN	RI	yes	(2)	
2.1	2.0+1.6	.1 2	2001	P	SF	no		
2.0.1	2.0+1.6	5.1	2001	F	PSF	yes	S	
2.1.1	2.1+2.0	).1	2001	F	PSF	yes	S	
2.1.2	2.1.1	20	002	PS.	F	yes		
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Specifically, the GPL parts of FFmpeg are:

- libpostproc
- optional x86 optimization in the files
  - `libavcodec/x86/flac\_dsp\_gpl.asm`
  - `libavcodec/x86/idct mmx.c`
  - `libavfilter/x86/vf removegrain.asm`
- the following building and testing tools
  - `compat/solaris/make\_sunver.pl`
  - `doc/t2h.pm`
  - `doc/texi2pod.pl`
  - `libswresample/swresample-test.c`
  - `tests/checkasm/\*`
  - `tests/tiny\_ssim.c`
- the following filters in libavfilter:
  - 'vf blackframe.c'
  - -`vf boxblur.c`
  - `vf\_colormatrix.c`
  - `vf\_cover\_rect.c`
  - `vf\_cropdetect.c`
  - `vf\_delogo.c`
  - `vf\_eq.c`
  - `vf\_find\_rect.c`
  - `vf\_fspp.c`
  - `vf\_geq.c`
  - `vf\_histeq.c`
  - `vf\_hqdn3d.c`
  - `vf\_interlace.c`

- `vf\_kerndeint.c`
- `vf mcdeint.c`
- `vf\_mpdecimate.c`
- `vf\_owdenoise.c`
- `vf\_perspective.c`
- `vf\_phase.c`
- `vf\_pp.c`
- `vf\_pp7.c`
- `vf\_pullup.c`
- `vf\_repeatfields.c`
- `vf\_sab.c`
- `vf\_smartblur.c`
- `vf\_spp.c`
- `vf\_stereo3d.c`
- `vf\_super2xsai.c`
- `vf\_tinterlace.c`
- `vf\_uspp.c`
- `vsrc\_mptestsrc.c`

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There are a handful of files under other licensing terms, namely:

- \* The files `libavcodec/jfdctfst.c`, `libavcodec/jfdctint\_template.c` and `libavcodec/jrevdct.c` are taken from libjpeg, see the top of the files for licensing details. Specifically note that you must credit the IJG in the documentation accompanying your program if you only distribute executables. You must also indicate any changes including additions and deletions to those three files in the documentation.
- \* `tests/reference.pnm` is under the expat license.

#### ## External libraries

FFmpeg can be combined with a number of external libraries, which sometimes affect the licensing of binaries resulting from the combination.

### ### Compatible libraries

The following libraries are under GPL:

- frei0r
- libcdio
- librubberband
- libvidstab
- libx264

- libx265
- libxavs
- libxvid

When combining them with FFmpeg, FFmpeg needs to be licensed as GPL as well by passing `--enable-gpl` to configure.

The OpenCORE and VisualOn libraries are under the Apache License 2.0. That license is incompatible with the LGPL v2.1 and the GPL v2, but not with version 3 of those licenses. So to combine these libraries with FFmpeg, the license version needs to be upgraded by passing `--enable-version3` to configure.

#### ### Incompatible libraries

There are certain libraries you can combine with FFmpeg whose licenses are not compatible with the GPL and/or the LGPL. If you wish to enable these libraries, even in circumstances that their license may be incompatible, pass `--enable-nonfree` to configure. But note that if you enable any of these libraries the resulting binary will be under a complex license mix that is more restrictive than the LGPL and that may result in additional obligations. It is possible that these restrictions cause the resulting binary to be unredistributable.

The Fraunhofer FDK AAC and OpenSSL libraries are under licenses which are incompatible with the GPLv2 and v3. To the best of our knowledge, they are compatible with the LGPL.

The NVENC library, while its header file is licensed under the compatible MIT license, requires a proprietary binary blob at run time, and is deemed to be incompatible with the GPL. We are not certain if it is compatible with the LGPL, but we require `--enable-nonfree` even with LGPL configurations in case it is not.

Can I use LAME in my commercial program?

Yes, you can, under the restrictions of the LGPL. The easiest way to do this is to:

- 1. Link to LAME as separate library (libmp3lame.a on unix or lame\_enc.dll or libmp3lame.dll on windows)
- Fully acknowledge that you are using LAME, and give a link to our web site, www.mp3dev.org
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/\* zlib.h -- interface of the 'zlib' general purpose compression library version 1.2.11, January 15th, 2017

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

#### 7.2 Licensee's Indemnification

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

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

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

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

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

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

# 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be

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

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

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

## 10. FEES, DELIVERY AND PAYMENT

## 10.1 License Fees

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

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

## 10.2 Ordering Licenses

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

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

#### 10.3 Distribution License Packs

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

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

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

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

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

## 10.4 Payment Terms

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

The Qt Company will submit an invoice to Licensee after the date of this

Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

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

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

#### 10.5 Taxes

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

#### 11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

## 11.1 Licensee's Record-keeping

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

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

# 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its

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

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

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

#### 12 TERM AND TERMINATION

#### 12.1 Term

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

## 12.2 Termination by The Qt Company

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

## 12.3 Mutual Right to Terminate

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

### 12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and

Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

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

- (i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2: or
- (ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six(6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

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

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

## 12.5 Extension in case of bankruptcy

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

### 13. GOVERNING LAW AND LEGAL VENUE

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

(i) this Agreement shall be construed and interpreted in accordance with the

laws of the State of California, USA, excluding its choice of law provisions;

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

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

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

### 14. GENERAL PROVISIONS

## 14.1 No Assignment

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

# 14.2 No Third Party Representations

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

## 14.3 Surviving Sections

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

## 14.4 Entire Agreement

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

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

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

### 14.5 Modifications

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

## 14.6 Force Majeure

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

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

## 14.8 Export Control

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

## 14.9 No Implied License

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## 14.10 Attorney Fees

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

## 14.11 Severability

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

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

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otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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# 7. OpenMP Testsuite

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8. Semaphore implementation in blockingconcurrentqueue.h

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# 11. ONNX Export module

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13. ONNX python bindings

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