Open Source Used In Umbrella - SWG Diagnostic tool 1.1

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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. Unless specifically otherwise provided, any pricing terms referenced in this Agreement shall be valid for twelve (12) months from the date of this Agreement.

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 distributing the Redistributables in accordance with this Agreement.

Each time Licensee distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution
Licenses is decreased accordingly. Licensee may distribute copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

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.

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, withholding tax and other taxes, duties or tariffs ("Taxes") levied directly for the sale, delivery or use of Licensed Software hereunder pursuant to any applicable law. Such applicable Taxes shall be paid by Licensee to The Qt Company, or, where applicable, in lieu of payment of such Taxes to The Qt Company, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11. RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS
11.1. Licensee's Record-keeping
Licensee shall at all times during the Term of this Agreement and for a period of seven (7) years thereafter maintain Licensee's Records in an accurate and up-to-date form. Licensee's Records shall be adequate to reasonably enable The Qt Company to determine Licensee's compliance with the provisions of this Agreement. The records shall conform to general good accounting practices.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report based on Licensee's Records, such report to contain information, in sufficient detail, on (i) number and identity of users working with Licensed Software or Open Source Qt, (ii) copies of Redistributables distributed by Licensee during the most recent calendar quarter and/or any other term specified by The Qt Company, (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 Licensee's use of the Licensed Software, 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 and conduct necessary interviews of Licensee's relevant employees and Contractors. 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 pay The Qt Company any amounts owed for such unauthorized use within 30 days from receipt of the corresponding invoice from The Qt Company. In addition, in the event the audit reveals a material violation of the terms of this Agreement (without limitation, either (i) underpayment of more than 10% of License Fees or 10,000 euros (whichever is more) or (ii) distribution of products, which include or result from Prohibited Combination, shall 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. Agreement 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) purchased under this Agreement in force (“Term”), unless and until terminated pursuant to the terms of this Section 12.

12.2. Termination and suspension of rights
Either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party commits a material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

Instead of termination, The Qt Company shall have the right to suspend or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Development Licenses, Distribution License, and Support, should Licensee fail to make payment in timely fashion or otherwise violates or is reasonably suspected to violate its obligations or terms of this Agreement, and where such violation or breach is not cured within five (5) business days following The Qt Company's written notice thereof.

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

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

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

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

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

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

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

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

13. GOVERNING LAW AND LEGAL VENUE
In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:
(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

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

14. GENERAL PROVISIONS
14.1. No Assignment
Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

14.2. No Third-Party Representations
Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company’s behalf shall be void as to The
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. Such
sections include especially the following: 1, 2, 6, 7, 9, 11, 12, 4, 13 and 14.

14.4. Entire Agreement
This Agreement, the exhibits hereto, the License Certificate and any applicable
Purchase Order accepted by The Qt Company 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 ("Deviating Terms") shall
apply unless The Qt Company has expressly agreed such Deviating Terms in
writing. Unless and to the extent expressly agreed by The Qt Company, any such
Deviating Terms shall be deemed void and with no legal effect. For clarity,
delivery of the Licensed Software following the receipt of the Purchase Order
including Deviating Terms shall not constitute acceptance of such Deviating
Terms."

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

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

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

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

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

14.11. Privacy
Licensee acknowledges and agrees that for the purpose of this Agreement, The Qt Company may collect, use, transfer and disclose personal data pertaining to Designated Users as well as any other employees and directors of the Licensee and its Contractors relevant for carrying out the intent of this Agreement. Such personal data may be collected from the Licensee or directly from the relevant individuals. The Parties acknowledge that with regard to such personal data processed hereunder, The Qt Company shall be regarded as the Data Controller under the applicable Data Protection Legislation. The Qt Company shall process any such personal data in accordance with its privacy policies and practices, which will comply with all applicable requirements of the Data Protection Legislation.

14.12. Severability
If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
APPENDICES
The Agreement includes Appendix 1, and possibly one or more of the appendices 3-5, depending on the product(s) purchased by the Licensee, what is stated in the quote or invoice, and/or what is stated in the Licensee’s License Certificate.

APPENDIX 1
The modules and/or tools that are included in the respective product - Qt for Application Development (QtAD), Qt for Device Creation (QtDC), Qt for MCUs (QtMCU), Qt 3D Studio (Qt3DS) and Qt Design Studio (QtDS) - are marked with ‘X’ in the below table.

Parts of the product that are permitted for distribution in object-code form only (“Redistributables”) are marked with ‘R’ in the below table.

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APPENDIX 4: SMALL BUSINESS AND STARTUP
The provisions of this Appendix 4 are applicable for Start-up Companies and for the Evaluation Term. For the purpose of this Appendix 4, the following additional definitions shall be applicable:

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

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(iii) Support is available subject to availability, as judged by The Qt Company at its free and absolute discretion, provided that support will be limited to a maximum of ten (10) tickets during the Trial Term.

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

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

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* */

^ expected errors | v input

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./test/smallvectors.cpp
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./test/special_numbers.cpp
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./test/mixingtypes.cpp
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./test/product_selfadjoint.cpp
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/test/sparse_product.cpp
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/test/stable_norm.cpp
/test/umeyama.cpp
/test/unalignedcount.cpp
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/test/product_mmtr.cpp
/test/sparse_basic.cpp
/test/sparse_vector.cpp
/test/meta.cpp
/test/real_qz.cpp
/test/ref.cpp
/test/eigensolver_complex.cpp
/test/cholmod_support.cpp
/test/conjugate_gradient.cpp
/test/sparse.h
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/test/selfadjoint.cpp
/test/permutationmatrices.cpp
/test/superlu_support.cpp
/test/qtvector.cpp
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/test/array_reverse.cpp
/test/unalignedassert.cpp
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objective_c/gtm_session_fetcher
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utf

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From network_io/unix/inet_ntop.c, network_io/unix/inet_pton.c:

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From strings/apr_strnatcmp.c, include/apr_strings.h:

strnatcmp.c -- Perform 'natural order' comparisons of strings in C.
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Written by Adam Twiss (adam@zeus.co.uk). March 1996

Thanks to the following people for their input:
Mike Belshe (mbelshe@netscape.com)
Michael Campanella (campanella@stevms.enet.dec.com)

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Mesa 3-D graphics library
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"Licensed Software" shall mean all versions of The Qt Company's computer software products, online or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation, licensed to the Licensee under this Agreement. Licensed Software does not include Third Party Software (as defined in Section 4) or Open Source Qt.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Qt Company shall mean:

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

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

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

2. OWNERSHIP 2.1

Ownership of The Qt Company

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

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

2.2 Ownership of Licensee

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

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

2.3 Modified Software

Licensee may create Modified Software that breaks the source or binary compatibility with the Licensed Software. This includes, but is not limited to, changing the application programming interfaces ("API") by adding, changing or deleting any variable, method, or class signature in the Licensed Software and/or any inter-process protocols, services or standards in the Licensed Software libraries. To the extent that Licensee breaks source or binary compatibility with the Licensed Software, Licensee acknowledges that The Qt Company's ability to provide Support may be prevented or limited and Licensee's ability to make use of Updates may be restricted.

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

3. LICENSES GRANTED

3.1 Development with Licensed Software

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

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

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

3.2 Distribution of Redistributables

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

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

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

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

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

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

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

3.4 Further Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. PRE-RELEASE CODE

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

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

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Limitation of Liability

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

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

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

7.2 Licensees Indemnification

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

8. SUPPORT, UPDATES AND ONLINE SERVICES

Licensee will be eligible to receive Support and Updates and to use the Online Services during the Support Term. Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.
Licenses granted under this Agreement shall include a prepaid Initial Support Term.

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

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

9. CONFIDENTIALITY

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

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

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

10. FEES, DELIVERY AND PAYMENT

10.1 License Fees

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

10.2 Ordering Licenses

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

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

10.3 Distribution

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

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.
Each time Licensee “installs” or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

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

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

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

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

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

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

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

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

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

11.2. The Qt Company's Audit Rights

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

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

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

12 TERM AND TERMINATION

12.1 Term

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

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

12.3 Mutual Right to Terminate

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

12.4 Parties Rights and Duties upon Termination

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

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

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

13.GOVERNING LAW AND LEGAL VENUE

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

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

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

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

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

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

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

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

14. GENERAL PROVISIONS

14.1 No Assignment Licensee

shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.
14.2 No Third Party Representations

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

14.3 Surviving Sections

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

14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

14.5 Modifications

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

14.6 Force Majeure

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

14.7 Notices

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

14.8 Export Control
Licensee acknowledges that the Redistributables may be subject to export
control restrictions under the applicable laws of respective countries.
Licensee shall fully comply with all applicable export license restrictions
and requirements as well as with all lawses 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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remain with The Qt Company and its licensors. In addition, no licenses or
immunities are granted to the combination of the Licensed Software with any
other software or hardware not delivered by The Qt Company under this Agreement.

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

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

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

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*/

/*
*/
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* SpanDSP - a series of DSP components for telephony
* 
* g722_decode.c - The ITU G.722 codec, decode part.
* 
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* 
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BezierEasing - use bezier curve for transition easing function  
by Gatan Renaudeau 2014 - 2015  MIT License

Credits: is based on Firefox's nsSMILKeySpline.cpp  
Usage:  
var spline = BezierEasing([ 0.25, 0.1, 0.25, 1.0 ]);  
spline.get(x) => returns the easing value | x must be in [0, 1] range

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* From: Wilco.Dijkstra@ntlworld.com
* Date: Fri, Jun 24, 2011 at 3:20 AM
* Subject: Re: sqrt routine
* To: Kevin Ma <kma@google.com>
* Hi Kevin,
* Thanks for asking. Those routines are public domain (originally posted to comp.sys.arm a long time ago), so you can use them freely for any purpose.
* Cheers,
* Wilco
*
* ----- Original Message -----*
* From: "Kevin Ma" <kma@google.com>
* To: <Wilco.Dijkstra@ntlworld.com>
* Sent: Thursday, June 23, 2011 11:44 PM
* Subject: Fwd: sqrt routine
* Hi Wilco,
* I saw your sqrt routine from several web sites, including
* http://www.finesse.demon.co.uk/steven/sqrt.html.
* Just wonder if there's any copyright information with your Successive
* approximation routines, or if I can freely use it for any purpose.
* Thanks.
* Kevin
*/

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Computer graphics and geometric modeling: implementation and algorithms
By Max K. Agoston
Springer; 1 edition (January 4, 2005)
http://books.google.com/books?q=vatti+clipping+agoston

See also:
"Polygon Offsetting by Computing Winding Numbers"
Paper no. DETC2005-85513 pp. 565-575
ASME 2005 International Design Engineering Technical Conferences
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#
src/base/fthash.c
tsrc/base/md5.c
tsrc/base/md5.h
#
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//* o reverse lookup table for the decode function
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//*
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// sigslot.h: Signal/Slot classes

//

// Written by Sarah Thompson (sarah@telergy.com) 2002.

//

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A. HISTORY OF THE SOFTWARE

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.

All Python releases are Open Source (see http://www.opensource.org for
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Version 3, 29 June 2007

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Re-implemented and improved read-write locks;
(with Louis Thomas) re-implemented and improved
condition variables;
enhancements to semaphores;
enhancements to mutexes;
new mutex implementation in 'futex' style;
suggested a robust implementation of pthread_once
similar to that implemented by V.Kliathcko;
system clock change handling re CV timeouts;
bug fixes.
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Changes to make C version usable with C++ applications;
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re-implemented pthread_once (version 2)
(pthread_once cancellation added by rpj).
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reimplemented pthread_once with the same form as described by A.Terekhov (later version 2);
implementation of MCS (Mellor-Crummey/Scott) locks.
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 *
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Ring Buffer utility.

Author: Phil Burk, http://www.softsynth.com
modified for SMP safety on Mac OS X by Bjorn Roche
modified for SMP safety on Linux by Leland Lucius
also, allowed for const where possible
modified for multiple-byte-sized data elements by Sven Fischer

Note that this is safe only for a single-thread reader and a single-thread writer.

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C++ Big Integer Library
(see ChangeLog for version)

http://mattmccutchen.net/bigint/

Written and maintained by Matt McCutchen <matt@mattmccutchen.net>

You can use this library in a C++ program to do arithmetic on integers of size
limited only by your computer's memory. The library provides BigUnsigned and
BigInteger classes that represent nonnegative integers and signed integers,
respectively. Most of the C++ arithmetic operators are overloaded for these
classes, so big-integer calculations are as easy as:

#include "BigIntegerLibrary.hh"

BigInteger a = 65536;
cout << (a * a * a * a * a * a * a * a);

(prints 340282366920938463463374607431768211456)

The code in `sample.cc' demonstrates the most important features of the library.
To get started quickly, read the code and explanations in that file and run it.
If you want more detail or a feature not shown in `sample.cc', consult the
consult the actual header and source files, which are thoroughly commented.

This library emphasizes ease of use and clarity of implementation over speed;
some users will prefer GMP (http://swox.com/gmp/), which is faster. The code is
intended to be reasonably portable across computers and modern C++ compilers; in
particular, it uses whatever word size the computer provides (32-bit, 64-bit, or
otherwise).

Compiling programs that use the library
------------------------------------------
The library consists of a folder full of C++ header files (`.hh') and source
files (`.cc'). Your own programs should `#include' the necessary header files
and link with the source files. A makefile that builds the sample program
(`sample.cc') is included; you can adapt it to replace the sample with your own
program.

Alternatively, you can use your own build system or IDE. In that case, you must
put the library header files where the compiler will find them and arrange to
have your program linked with the library source files; otherwise, you will get
errors about missing header files or "undefined references". To learn how to do
this, consult the documentation for the build system or IDE; don't bother asking
me. Adding all the library files to your project will work in many IDEs but may
not be the most desirable approach.

Resources
---------
The library’s Web site (above) provides links to released versions, the current
development version, and a mailing list for release announcements, questions,
bug reports, and other discussion of the library. I would be delighted to hear
from you if you like this library and/or find a good use for it.

Bugs and enhancements
---------------------
The library has been tested by me and others but is by no means bug-free. If
you find a bug, please report it, whether it comes in the form of compiling
trouble, a mathematically inaccurate result, or a memory-management bloopers
(since I use Java, these are altogether too common in my C++). I generally fix
all reported bugs. You are also welcome to request enhancements, but I am
unlikely to do substantial amounts of work on enhancements at this point.

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From strings/apr_fnmatch.c, include/apr_fnmatch.h, misc/unix/getopt.c, file_io/unix/mktemp.c, strings/apr_strings.c:

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From network_io/unix/inet_ntop.c, network_io/unix/inet_pton.c:

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From dso/aix/dso.c:

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From strings/apr_strnatcmp.c, include/apr_strings.h:

strnatcmp.c -- Perform 'natural order' comparisons of strings in C.
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The code in this library is an extension of Bala Vatti's clipping algorithm:
"A generic solution to polygon clipping"
http://portal.acm.org/citation.cfm?id=129906

Computer graphics and geometric modeling: implementation and algorithms
By Max K. Agoston
Springer; 1 edition (January 4, 2005)
http://books.google.com/books?q=vatti+clipping+agoston

See also:
"Polygon Offsetting by Computing Winding Numbers"
Paper no. DETC2005-85513 pp. 565-575
ASME 2005 International Design Engineering Technical Conferences
and Computers and Information in Engineering Conference (IDETC/CIE2005)
September 24-28, 2005, Long Beach, California, USA
http://www.me.berkeley.edu/~mcmains/pubs/DAC05OffsetPolygon.pdf

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## Commands to generate dependency files
GEN_DEPS.c=\$(CC) -E -MM \$(DEFS) \$(CPPFLAGS)
GEN_DEPS.cc=$(CXX) -E -MM $(DEFS) $(CPPFLAGS)

## Flags for position independent code
SHAREDLIBCFLAGS = -fPIC
SHAREDLIBXXFLAGS = -fPIC
SHAREDLIBCPPFLAGS = -DPIC

## Additional flags when building libraries and with threads
THREADSCPPFLAGS = -D_REENTRANT
LIBCPPFLAGS =

## Compiler switch to embed a runtime search path
LD_RPATH=
LD_RPATH_PRE=-Wl,-rpath,

## Compiler switch to embed a library name
LD_SONAME = -Wl,-soname -Wl,$(notdir $(MIDDLE_SO_TARGET))

## Shared library options
LD_SOOPTIONS=-Wl,-Bsymbolic

## Shared object suffix
SO = so

## Non-shared intermediate object suffix
STATIC_O = ao

## Compilation rules
%.$(STATIC_O): $(srcdir)/%.c
$(COMPILE.c) $(STATICCPPFLAGS) $(STATICCFLAGS) -o $@ $<
%.o: $(srcdir)/%.c
$(COMPILE.c) $(DYNAMICCPPFLAGS) $(DYNAMICCFLAGS) -o $@ $<

%.$(STATIC_O): $(srcdir)/%.cpp
$(COMPILE.cc) $(STATICCPPFLAGS) $(STATICCXXFLAGS) -o $@ $<
%.o: $(srcdir)/%.cpp
$(COMPILE.cc) $(DYNAMICCPPFLAGS) $(DYNAMICCXXFLAGS) -o $@ $<

## Dependency rules
%.d: $(srcdir)/%.c
@echo "generating dependency information for $<"
@$(SHELL) -ec '$(GEN_DEPS.c) $< \
| sed "s/$(srcdir)/.o/ :/g" > $@; \
[-s $@ ] || rm -f $@''

%.d: $(srcdir)/%.cpp
@echo "generating dependency information for $<"
@$(SHELL) -ec '$(GEN_DEPS.cc) $< \

## Versioned libraries rules

$(RM) $@ && ln -s ${<F} $@
%.%(SO): %.%(SO).$(SO_TARGET_VERSION_MAJOR)
$(RM) $@ && ln -s ${*F}.$(SO).$(SO_TARGET_VERSION) $@

## Bind internal references

# LDflags that pkgdata will use

BIR_LDFLAGS= -Wl,-Bsymbolic

# Dependencies [i.e. map files] for the final library

BIR_DEPS=

## Remove shared library 's'

STATIC_PREFIX_WHEN_USED =
STATIC_PREFIX =

## End BSD-specific setup

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`cssmin.py` - A Python port of the YUI CSS compressor.

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# License

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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_mcedeint.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. This will 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.

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#
# https://developers.google.com/open-source/cla/individual
Names should be added to this file as:

- Mark Mentovai <mark@chromium.org>
- Robert Sesek <rsesek@chromium.org>
- Scott Graham <scottmg@chromium.org>
- Joshua Peraza <jperaza@chromium.org>

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 * 
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1.3 zlib 1.2.11

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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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Jean-loup Gailly        Mark Adler
jloup@gzip.org          madler@alumni.caltech.edu

*/

1.4 libpng 1.6.37
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pnm2png / png2pnm --- conversion from PBM/PGM/PPM-file to PNG-file

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

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

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

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#
src/base/fthash.c
src/base/md5.c
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#
src/bdf/bdf.c
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#
src/pcf/module.mk
src/pcf/pcf.c
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src/pcf/pcfread.c
src/pcf/pcfread.h
src/pcf/pcfutil.c
src/pcf/pcfutil.h
src/pcf/README
src/pcf/rules.mk
#
src/gzip/adler32.c
src/gzip/infblock.c
src/gzip/infblock.h
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src/gzip/infrutil.h
src/gzip/zconf.h
src/gzip/zlib.h
src/gzip/zutil.c
src/gzip/zutil.h
#
src/tools/apinames.c
src/tools/frandom/frandom.c
#
# EOF

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

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   b) You must cause the files modified to carry prominent notices
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      charge to all third parties under the terms of this License.

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

      (For example, a function in a library to compute square roots has
      a purpose that is entirely well-defined independent of the
      application. Therefore, Subsection 2d requires that any
      application-supplied function or table used by this function must
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4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

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

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

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

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

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

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

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

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

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

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

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

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.
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Otherwise, if the work is a derivative of the Library, you may
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6. As an exception to the Sections above, you may also combine or
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b) Use a suitable shared library mechanism for linking with the
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