

# OSS License Collection

Project: stm32mp

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## Images

- image-ktn-qt-stm32mp-t1000-multi-thud-v1.5.0-20210503
- image-ktn-stm32mp-t1000-multi-thud-v1.5.0-20210503

## Licenses

<a href="#">acl</a>	LGPLv2.1+ & GPLv2+
<a href="#">add-bootcountreset-and-swversion</a>	GPLv2
<a href="#">add-update-files</a>	GPLv2
<a href="#">alsa-lib</a>	LGPLv2.1 & GPLv2+
<a href="#">alsa-lib-native</a>	LGPLv2.1 & GPLv2+
<a href="#">alsa-plugins</a>	LGPLv2.1 & GPLv2+
<a href="#">alsa-state</a>	MIT
<a href="#">alsa-tools</a>	GPLv2 & LGPLv2+
<a href="#">alsa-utils</a>	GPLv2+
<a href="#">animatedtiles</a>	GPLv2
<a href="#">apt</a>	GPLv2.0+
<a href="#">apt-native</a>	GPLv2.0+
<a href="#">attr</a>	LGPLv2.1+ & GPLv2+
<a href="#">attr-native</a>	LGPLv2.1+ & GPLv2+
<a href="#">autoconf-archive</a>	GPL-3.0-with-autoconf-exception
<a href="#">autoconf-archive-native</a>	GPL-3.0-with-autoconf-exception
<a href="#">autoconf-native</a>	GPLv2 & GPLv3
<a href="#">automake-native</a>	GPLv2
<a href="#">autostart-eglfs</a>	GPLv2
<a href="#">avahi</a>	GPLv2+ & LGPLv2.1+
<a href="#">base-files</a>	GPLv2
<a href="#">base-passwd</a>	GPLv2+
<a href="#">bash</a>	GPLv3+
<a href="#">bash-completion</a>	GPLv2
<a href="#">bc-native</a>	GPLv3+
<a href="#">beep</a>	GPL-2.0
<a href="#">binutils-cross-arm</a>	GPLv3
<a href="#">binutils-native</a>	GPLv3
<a href="#">bison-native</a>	GPLv3
<a href="#">bluez5</a>	GPLv2+ & LGPLv2.1+
<a href="#">board-tools</a>	GPLv2
<a href="#">busybox</a>	GPLv2 & bzip2

<a href="#">bzip2</a>	bzip2
<a href="#">bzip2-native</a>	bzip2
<a href="#">ca-certificates</a>	GPL-2.0+ & MPL-2.0
<a href="#">cairo</a>	MPL-1 & LGPLv2.1 & GPLv3+
<a href="#">can-utils</a>	GPLv2 & BSD-3-Clause
<a href="#">cinematicexperience</a>	CC-BY-3.0
<a href="#">cmake-native</a>	BSD
<a href="#">coreutils</a>	GPLv3+
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<a href="#">cracklib-native</a>	LGPLv2.1+
<a href="#">cross-localedef-native</a>	LGPL-2.1
<a href="#">cups</a>	GPLv2 & LGPLv2
<a href="#">curl</a>	MIT
<a href="#">curl-native</a>	MIT
<a href="#">db</a>	Sleepycat
<a href="#">db-native</a>	Sleepycat
<a href="#">dbus</a>	AFL-2   GPLv2+
<a href="#">dbus-glib</a>	AFL-2   GPLv2+
<a href="#">dbus-glib-native</a>	AFL-2   GPLv2+
<a href="#">dbus-native</a>	AFL-2   GPLv2+
<a href="#">debianutils</a>	GPLv2 & SMAIL_GPL
<a href="#">debianutils-native</a>	GPLv2 & SMAIL_GPL
<a href="#">depmodwrapper-cross</a>	MIT
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<a href="#">dpkg</a>	GPLv2.0+
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<a href="#">dtc-native</a>	GPLv2   BSD
<a href="#">dwarfsrfiles-native</a>	GPLv2+
<a href="#">e2fsprogs</a>	GPLv2 & LGPLv2 & BSD & MIT
<a href="#">e2fsprogs-native</a>	GPLv2 & LGPLv2 & BSD & MIT
<a href="#">elfutils</a>	(GPLv3 & Elfutils-Exception)
<a href="#">elfutils-native</a>	(GPLv3 & Elfutils-Exception)
<a href="#">ethtool</a>	GPLv2+
<a href="#">eudev</a>	GPLv2.0+ & LGPL-2.1+
<a href="#">evtest</a>	GPLv2
<a href="#">expat</a>	MIT
<a href="#">expat-native</a>	MIT
<a href="#">faac</a>	LGPLv2+
<a href="#">fftw</a>	GPLv2
<a href="#">file</a>	BSD
<a href="#">file-native</a>	BSD
<a href="#">flac</a>	GFDL-1.2 & GPLv2+ & LGPLv2.1+ & BSD
<a href="#">flex</a>	BSD

<a href="#">flex-native</a>	BSD
<a href="#">fontconfig</a>	MIT-style & MIT & PD
<a href="#">freetype</a>	FreeType   GPLv2+
<a href="#">fribidi</a>	LGPLv2.1+
<a href="#">gawk</a>	GPLv3
<a href="#">gcc-cross-arm</a>	GPL-3.0-with-GCC-exception & GPLv3
<a href="#">gcc-cross-initial-arm</a>	GPL-3.0-with-GCC-exception & GPLv3
<a href="#">gcc-runtime</a>	GPL-3.0-with-GCC-exception
<a href="#">gcnano-driver-stm32mp</a>	GPLv1 & MIT
<a href="#">gcnano-userland-multi-binary-stm32mp</a>	Proprietary
<a href="#">gconf</a>	LGPLv2+
<a href="#">gdb</a>	GPLv2 & GPLv3 & LGPLv2 & LGPLv3
<a href="#">gdb-cross-arm</a>	GPLv2 & GPLv3 & LGPLv2 & LGPLv3
<a href="#">gdbm</a>	GPLv3
<a href="#">gdbm-native</a>	GPLv3
<a href="#">gdk-pixbuf</a>	LGPLv2
<a href="#">gdk-pixbuf-native</a>	LGPLv2
<a href="#">gettext-minimal-native</a>	FSF-Unlimited
<a href="#">gettext-native</a>	GPLv3+ & LGPL-2.1+
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<a href="#">glib-2.0-native</a>	LGPLv2.1+ & BSD & PD
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<a href="#">glibc</a>	GPLv2 & LGPLv2.1
<a href="#">glibc-initial</a>	GPLv2 & LGPLv2.1
<a href="#">glibc-locale</a>	GPLv2 & LGPLv2.1
<a href="#">glibc-mtrace</a>	GPLv2 & LGPLv2.1
<a href="#">gmp</a>	GPLv2+   LGPLv3+
<a href="#">gmp-native</a>	GPLv2+   LGPLv3+
<a href="#">gnu-config-native</a>	GPL-3.0-with-autoconf-exception
<a href="#">gnutls</a>	GPLv3+ & LGPLv2.1+
<a href="#">gobject-introspection</a>	LGPLv2+ & GPLv2+
<a href="#">gobject-introspection-native</a>	LGPLv2+ & GPLv2+
<a href="#">goodix-touchconfig</a>	GPLv2
<a href="#">gperf-native</a>	GPLv3+
<a href="#">groff-native</a>	GPLv3
<a href="#">gststreamer1.0</a>	LGPLv2+
<a href="#">gststreamer1.0-libav</a>	GPLv2+ & LGPLv2+ & ( (GPLv2+ & LGPLv2.1+)   (GPLv3+ & LGPLv3+) )
<a href="#">gststreamer1.0-plugins-bad</a>	GPLv2+ & LGPLv2+ & LGPLv2.1+
<a href="#">gststreamer1.0-plugins-base</a>	GPLv2+ & LGPLv2+

<a href="#">gstreamer1.0-plugins-good</a>	GPLv2+ & LGPLv2.1+
<a href="#">gstreamer1.0-plugins-ugly</a>	GPLv2+ & LGPLv2.1+ & LGPLv2+
<a href="#">gstreamer1.0-rtsp-server</a>	LGPLv2
<a href="#">gtk-doc-native</a>	GPLv2
<a href="#">harfbuzz</a>	MIT
<a href="#">hdparm</a>	BSD & GPLv2
<a href="#">hidapi-stm32mp-native</a>	BSD-3-Clause   GPLv3
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<a href="#">icu</a>	ICU
<a href="#">icu-native</a>	ICU
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<a href="#">imagegestures</a>	GPLv2
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<a href="#">iproute2</a>	GPLv2+
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<a href="#">iso-codes</a>	LGPLv2.1
<a href="#">iw</a>	BSD
<a href="#">kern-tools-native</a>	GPLv2
<a href="#">kmod</a>	GPL-2.0+ & LGPL-2.1+
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<a href="#">kontron-demo</a>	MIT
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<a href="#">libcroc</a>	LGPLv2 & LGPLv2.1
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<a href="#">libgpiod</a>	LGPLv2.1+
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<a href="#">libical</a>	LGPLv2.1   MPL-1
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<a href="#">libnss-mdns</a>	LGPLv2.1+
<a href="#">libogg</a>	BSD
<a href="#">libpam</a>	GPLv2+   BSD
<a href="#">libpciaccess</a>	MIT & MIT-style
<a href="#">libpcre</a>	BSD
<a href="#">libpcre-native</a>	BSD
<a href="#">libpng</a>	Libpng
<a href="#">libpng-native</a>	Libpng
<a href="#">libpthread-stubs</a>	MIT
<a href="#">libpthread-stubs-native</a>	MIT
<a href="#">librsvg</a>	LGPLv2+
<a href="#">libsamplerate0</a>	BSD-2-Clause
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<a href="#">libsocketcan</a>	LGPLv2.1
<a href="#">libsoup-2.4</a>	LGPLv2
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<a href="#">libtool</a>	GPLv2 & LGPLv2.1
<a href="#">libtool-cross</a>	GPLv2 & LGPLv2.1
<a href="#">libtool-native</a>	GPLv2 & LGPLv2.1
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<a href="#">libunistring</a>	LGPLv3+   GPLv2
<a href="#">liburcu</a>	LGPLv2.1+ & MIT-style
<a href="#">libusb-compat-native</a>	LGPLv2.1+
<a href="#">libusb1</a>	LGPLv2.1+
<a href="#">libusb1-native</a>	LGPLv2.1+
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<a href="#">libwebp</a>	BSD
<a href="#">libx11-native</a>	MIT & MIT-style & BSD

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<a href="#">libxcrypt</a>	LGPLv2.1
<a href="#">libxdmcp-native</a>	MIT-style
<a href="#">libxext-native</a>	MIT-style
<a href="#">libxkbcommon</a>	MIT & MIT-style
<a href="#">libxml-parser-perl-native</a>	Artistic-1.0   GPL-1.0+
<a href="#">libxml2</a>	MIT
<a href="#">libxml2-native</a>	MIT
<a href="#">libxrandr-native</a>	MIT-style
<a href="#">libxrender-native</a>	MIT-style
<a href="#">libxslt-native</a>	MIT
<a href="#">linux-firmware</a>	Firmware-Abilis & Firmware-adsp_sst & Firmware-agere & Firmware-amdgpu & Firmware-amd-ucode & Firmware-atheros_firmware & Firmware-atmel & Firmware-broadcom_bcm43xx & Firmware-ca0132 & Firmware-cavium & Firmware-chelsio_firmware & Firmware-cw1200 & Firmware-cypress & Firmware-dib0700 & Firmware-e100 & Firmware-ene_firmware & Firmware-fw_sst_0f28 & Firmware-go7007 & Firmware-GPLv2 & Firmware-hfi1_firmware & Firmware-i2400m & Firmware-i915 & Firmware-ibt_firmware & Firmware-it913x & Firmware-iwlwifi_firmware & Firmware-IntcSST2 & Firmware-kaweth & Firmware-Marvell & Firmware-moxa & Firmware-myri10ge_firmware & Firmware-netronome & Firmware-nvidia & Firmware-OLPC & Firmware-ath9k-htc & Firmware-phanfw & Firmware-qat & Firmware-qcom & Firmware-qla1280 & Firmware-qla2xxx & Firmware-qualcommAthos_ar3k & Firmware-qualcommAthos_ath10k & Firmware-r8a779x_usb3 & Firmware-radeon & Firmware-ralink_a_mEDIATEK_company_firmware & Firmware-ralink-firmware & Firmware-rtlwifi_firmware & Firmware-imx-sdma_firmware & Firmware-siano & Firmware-tda7706-firmware & Firmware-ti-connectivity & Firmware-ti-keystone & Firmware-ueagle-atm4-firmware & Firmware-via_vt6656 & Firmware-wl1251 & Firmware-xc4000 & Firmware-xc5000 & Firmware-xc5000c & WHENCE
<a href="#">linux-libc-headers</a>	GPLv2
<a href="#">linux-stm32mp</a>	GPLv2
<a href="#">ltnng-ust</a>	LGPLv2.1+ & MIT & GPLv2
<a href="#">lzo</a>	GPLv2+
<a href="#">lzo-native</a>	GPLv2+
<a href="#">lzop-native</a>	GPLv2+
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<a href="#">m4-fw-autoload</a>	GPLv2
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<a href="#">m4fwcoredump</a>	MIT
<a href="#">make-mod-scripts</a>	GPLv2
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<a href="#">makedevs-native</a>	GPLv2
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<a href="#">meson-native</a>	Apache-2.0
<a href="#">mklibs-native</a>	GPLv2+
<a href="#">mmc-utils</a>	GPLv2
<a href="#">modutils-initscripts</a>	PD
<a href="#">mount-userfs-partition</a>	MIT
<a href="#">mpeg2dec</a>	GPLv2+

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<a href="#">mrvl-sdio8xxx</a>	GPLv2
<a href="#">mtd-utils</a>	GPLv2+
<a href="#">mtdev</a>	MIT
<a href="#">nano</a>	GPLv3
<a href="#">nasm-native</a>	BSD-2-Clause
<a href="#">ncurses</a>	MIT
<a href="#">ncurses-native</a>	MIT
<a href="#">netbase</a>	GPLv2
<a href="#">nettle</a>	LGPLv3+   GPLv2+
<a href="#">nfs-utils</a>	MIT & GPLv2+ & BSD
<a href="#">ninja-native</a>	Apache-2.0
<a href="#">nspr</a>	GPL-2.0   MPL-2.0   LGPL-2.1
<a href="#">nspr-native</a>	GPL-2.0   MPL-2.0   LGPL-2.1
<a href="#">nss</a>	MPL-2.0   (MPL-2.0 & GPL-2.0+)   (MPL-2.0 & LGPL-2.1+)
<a href="#">nss-native</a>	MPL-2.0   (MPL-2.0 & GPL-2.0+)   (MPL-2.0 & LGPL-2.1+)
<a href="#">openocd-stm32mp-native</a>	GPLv2
<a href="#">openssh</a>	BSD
<a href="#">openssl</a>	openssl
<a href="#">openssl-native</a>	openssl
<a href="#">opkg-utils</a>	GPLv2+
<a href="#">opkg-utils-native</a>	GPLv2+
<a href="#">orc</a>	BSD-2-Clause & BSD-3-Clause
<a href="#">orc-native</a>	BSD-2-Clause & BSD-3-Clause
<a href="#">os-release</a>	MIT
<a href="#">packagegroup-base</a>	MIT
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<a href="#">packagegroup-core-ssh-openssh</a>	MIT
<a href="#">packagegroup-core-tools-debug</a>	MIT
<a href="#">packagegroup-gstreamer1-0</a>	LGPLv2+
<a href="#">pango</a>	LGPLv2.0+
<a href="#">pciutils</a>	GPLv2+
<a href="#">perl</a>	Artistic-1.0   GPL-1.0+
<a href="#">perl-native</a>	Artistic-1.0   GPL-1.0+
<a href="#">pigz-native</a>	Zlib & Apache-2.0
<a href="#">pixman</a>	MIT & MIT-style & PD
<a href="#">pixman-native</a>	MIT & MIT-style & PD
<a href="#">pkgconfig-native</a>	GPLv2+

<a href="#">popt-native</a>	MIT
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<a href="#">procps</a>	GPLv2+ & LGPLv2+
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<a href="#">python3</a>	PSFv2
<a href="#">python3-dbus</a>	MIT
<a href="#">python3-native</a>	PSFv2
<a href="#">python3-pyobject</a>	LGPLv2.1
<a href="#">python3-setuptools</a>	MIT
<a href="#">python3-setuptools-native</a>	MIT
<a href="#">qemu-helper-native</a>	GPLv2
<a href="#">qemu-native</a>	GPLv2 & LGPLv2.1
<a href="#">qemuwrapper-cross</a>	MIT
<a href="#">qtbase</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtbase-native</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtdeclarative</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtdeclarative-native</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtfreevirtualkeyboard</a>	MIT
<a href="#">qtgraphicaleffects</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtlocation</a>	Apache-2.0 & MIT & openssl & BSL-1.0 & GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtmultimedia</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtquickcontrols</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtquickcontrols2</a>	GFDL-1.3 & BSD & LGPL-3.0   GPL-3.0   The-Qt-Company-Commercial
<a href="#">qtwebchannel</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtwebengine</a>	BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtwebsockets</a>	GFDL-1.3 & (GPL-3   LGPL-3.0)   The-Qt-Company-Commercial
<a href="#">qtxmlpatterns</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
<a href="#">qtxmlpatterns-native</a>	GFDL-1.3 & BSD & ( GPL-3.0 & The-Qt-Company-GPL-Exception-1.0   The-Qt-Company-Commercial ) & ( GPL-2.0+   LGPL-3.0   The-Qt-Company-Commercial )
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<a href="#">quota</a>	BSD & GPLv2+ & LGPLv2.1+



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<a href="#">readline-native</a>	GPLv3+
<a href="#">rng-tools</a>	GPLv2
<a href="#">rpcbind</a>	BSD
<a href="#">rpm-native</a>	GPL-2.0
<a href="#">run-postinsts</a>	MIT
<a href="#">sbc</a>	GPLv2+ & LGPLv2.1+
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<a href="#">shadow</a>	BSD   Artistic-1.0
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<a href="#">shadow-securetty</a>	MIT
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<a href="#">shared-mime-info-native</a>	GPLv2
<a href="#">speex</a>	BSD
<a href="#">speexdsp</a>	BSD
<a href="#">spitools</a>	GPLv2
<a href="#">sqlite3</a>	PD
<a href="#">sqlite3-native</a>	PD
<a href="#">strace</a>	BSD
<a href="#">swig-native</a>	BSD & GPLv3
<a href="#">sysvinit</a>	GPLv2+
<a href="#">sysvinit-inittab</a>	GPLv2
<a href="#">taglib</a>	LGPLv2.1   MPL-1
<a href="#">tcp-wrappers</a>	BSD
<a href="#">texinfo-dummy-native</a>	MIT
<a href="#">tf-a-stm32mp</a>	BSD-3-Clause
<a href="#">tff-dejavu</a>	BitstreamVera
<a href="#">u-boot-mkimage-native</a>	GPLv2+
<a href="#">u-boot-stm32mp</a>	GPLv2+
<a href="#">u-boot-stm32mp-extlinux</a>	MIT
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acl

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Version 2.1, February 1999

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```
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**add-bootcountreset-and-swversion**

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**add-update-files**

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**alsa-lib**

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**alsa-lib-native**

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Version 2.1, February 1999

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**alsa-plugins**

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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 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.

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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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(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

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**alsa-utils**

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```
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```

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```
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```

```
, 1 April 1989
```

```
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**attr**

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**automake-native**

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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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**base-files**

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#### **bash-completion**

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**binutils-cross-arm**

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Version 3, 29 June 2007

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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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

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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.

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Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

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(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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#### **binutils-native**

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Version 3, 29 June 2007

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, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!



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Version 2, June 1991

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[This is the first released version of the library GPL. It is  
numbered 2 because it goes with version 2 of the ordinary GPL.]

## Preamble

The licenses for most software are designed to take away your  
freedom to share and change it. By contrast, the GNU General Public  
Licenses are intended to guarantee your freedom to share and change  
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with the library, after making changes to the library and recompiling  
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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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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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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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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.

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

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one

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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

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### Appendix: How to Apply These Terms to Your New Libraries

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

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

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Ty Coon, President of Vice

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

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

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

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

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## 2. Conveying Modified Versions.

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

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

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

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

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

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

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

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

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Version 3, 29 June 2007

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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#### 1. Source Code.

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

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e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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**bison-native**

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Version 3, 29 June 2007

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**bluez5**

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, 1 April 1990

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Version 2.1, February 1999

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**board-tools**



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, 1 April 1989

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**busybox**

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Julian Seward, [jseward@bzip.org](mailto:jseward@bzip.org)  
bzip2/libbzip2 version 1.0.6 of 6 September 2010

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, 1 April 1989

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## can-utils

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#### **coreutils**

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**cpufrequtils**

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**cracklib**

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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(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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**cracklib-native**

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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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**cross-localedef-native**

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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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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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"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.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no

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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

6. As an exception to the Sections above, you may also compile 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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during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) 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.

c) 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.

d) 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 source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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END OF TERMS AND CONDITIONS

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

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, 1 April 1990

Ty Coon, President of Vice

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Version 2, June 1991

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[This is the first released version of the library GPL. It is  
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For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link a program with the library, you must provide complete object files to the recipients so that they can relink them with the library, after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) 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.
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**dbus-glib-native**

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**devmem2**

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```
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**elfutils**

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**elfutils-native**

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eudev

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Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

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This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you

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To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

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

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

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

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"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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- 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

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

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Version 2.1, February 1999

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b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no 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.

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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.

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**gawk**

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Version 3, 29 June 2007

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**gcc-cross-arm**

insert GPL v3 text here

## GCC RUNTIME LIBRARY EXCEPTION

Version 3.1, 31 March 2009

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Version 3.1, 31 March 2009

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## **gcc-cross-initial-arm**

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Version 3.1, 31 March 2009

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**gcc-runtime**

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Version 3.1, 31 March 2009

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, 1 April 1989

Ty Coon, President of Vice

That`s all there is to it!

**gcnano-userland-multi-binary-stm32mp**

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**gconf**

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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the

users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"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.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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.

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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.

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

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

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c) 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.

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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,

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It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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## END OF TERMS AND CONDITIONS

### Appendix: How to Apply These Terms to Your New Libraries

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

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

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

, 1 April 1990  
Ty Coon, President of Vice

That's all there is to it!

**gdb**

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Version 3, 29 June 2007

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

- \* a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
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#### 3. Object Code Incorporating Material from Library Header Files.

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

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### Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

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

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library, or if you modify it.

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Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the

libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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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.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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a) The modified work must itself be a software library.

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c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

If such an object file uses only numerical parameters, data

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

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

6. As an exception to the Sections above, you may also compile 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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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) 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.

c) 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.

d) 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 source code distributed need not include anything that is normally

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, 1 April 1990  
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[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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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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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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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.

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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) 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.

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**gdb-cross-arm**

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Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

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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.)

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.

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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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Ty Coon, President of Vice

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c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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**gdk-pixbuf**

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Version 2, June 1991

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

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

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b) 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.

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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 source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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(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.)

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.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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**gdk-pixbuf-native**

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

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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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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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**gettext-minimal-native**

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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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**glib-2.0-native**

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"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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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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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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Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

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

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
  - b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
  - c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
  - d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
  - e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.
- For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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**glib-networking**

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Version 2, June 1991

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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This



license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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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 stating that you changed the files and the date of any change.

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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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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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.

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

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) 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.

c) 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.

d) 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 source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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**glibc**

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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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(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.

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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**glibc-initial**

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**glibc-locale**

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Version 2.1, February 1999

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**glibc-mtrace**

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Version 2.1, February 1999

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**gmp**

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## gnu-config-native

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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License.

Section 6 states terms for distribution of such executables.

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

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

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

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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.

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**gobject-introspection**

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**gobject-introspection-native**

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**goodix-touchconfig**

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**glibc-native**

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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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

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- b) 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.
- c) 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.
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Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

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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.)

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.

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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.

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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) 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.

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Appendix: How to Apply These Terms to Your New Libraries

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

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the

library `Frob' (a library for tweaking knobs) written by James Random Hacker.

, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

**gststreamer1.0-libav**

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Version 2.1, February 1999

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of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts  
as the successor of the GNU Library Public License, version 2, hence  
the version number 2.1.]

### Preamble

The licenses for most software are designed to take away your  
freedom to share and change it. By contrast, the GNU General Public  
Licenses are intended to guarantee your freedom to share and change  
free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some  
specially designated software packages--typically libraries--of the  
Free Software Foundation and other authors who decide to use it. You  
can use it too, but we suggest you first think carefully about whether  
this license or the ordinary General Public License is the better  
strategy to use in any particular case, based on the explanations below.

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

To protect your rights, we need to make restrictions that forbid  
distributors to deny you these rights or to ask you to surrender these  
rights. These restrictions translate to certain responsibilities for  
you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis  
or for a fee, you must give the recipients all the rights that we gave  
you. You must make sure that they, too, receive or can get the source  
code. If you link other code with the library, you must provide  
complete object files to the recipients, so that they can relink them

with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

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

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

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

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of

free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"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.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an

appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library

with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline

functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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

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

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

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

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

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



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

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

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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

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

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

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

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

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

, 1 April 1990  
Ty Coon, President of Vice

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Version 3, 29 June 2007

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## 0. Additional Definitions.

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

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

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

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library

with which the Combined Work was made is also called the "Linked Version".

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

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

#### 1. Exception to Section 3 of the GNU GPL.

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

#### 2. Conveying Modified Versions.

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

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

#### 3. Object Code Incorporating Material from Library Header Files.

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

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

#### 4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the

portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

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- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
  - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
  - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

## 5. Combined Libraries.

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

- a) Accompany the combined library with a copy of the same work based

on the Library, uncombined with any other library facilities,  
conveyed under the terms of this License.

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

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

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Version 2, June 1991

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price. Our General Public Licenses are designed to make sure that you  
have the freedom to distribute copies of free software (and charge for  
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if you want it, that you can change the software or use pieces of it

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

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Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

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```
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```
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Appendix: How to Apply These Terms to Your New Libraries

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, 1 April 1990  
Ty Coon, President of Vice

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Version 2.1, February 1999

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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.)

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.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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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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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in

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Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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## **gststreamer1.0-plugins-bad**

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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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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 source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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**gststreamer1.0-plugins-base**

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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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.

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**gststreamer1.0-plugins-good**

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**gststreamer1.0-plugins-ugly**

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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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**gststreamer1.0-rtsp-server**

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**gtk-doc-native**

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---

\*  
\* stdio.c  
\* by Mark Gates  
\* and Ajay Tirumalla

\* -----  
\* input and output numbers, converting with kilo, mega, giga  
\* ----- \*/

=====

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**iproute2**

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

by law.

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

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

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

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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.
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- 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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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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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

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

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**kern-tools-native**

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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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.

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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That's all there is to it!

**kmod-native**

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

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License.

Section 6 states terms for distribution of such executables.

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

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

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

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

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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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That's all there is to it!

**kontron-demo**

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**lame**

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**ldconfig-native**

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**libatomic-ops**

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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.)

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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



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

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

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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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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 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.

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**libdaemon**

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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(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.

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.
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Version 3.1, 31 March 2009

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Version 3.1, 31 March 2009

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Version 3.1, 31 March 2009

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**libgcrypt**

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**libgpg-error**

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Version 2.1, February 1999

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To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

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

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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(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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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

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

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**libgpiod**

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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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.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a

work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

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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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That's all there is to it!

**libgudev**

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

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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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**libidn2**

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**libinput**

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Version 2.1, February 1999

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

by law.

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

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

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

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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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- 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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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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.

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That's all there is to it!

**libmpc-native**

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Version 3, 29 June 2007

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**libnl**

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**libns12**

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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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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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.

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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.
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- For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed

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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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**libnss-mdns**

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**libogg**

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**librsvg**

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**libsamplerate0**

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#### **libsd12-native**

Simple DirectMedia Layer  
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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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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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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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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.

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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That's all there is to it!

**libsocketcan**

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Version 2.1, February 1999

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

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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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**libsoup-2.4**

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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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**libtheora**

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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.

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.

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Version 2.1, February 1999

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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(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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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.

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For an executable, the required form of the "work that uses the



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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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**libtool-native**

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**libubootenv**

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September 3, 2012
```

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system.h

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m4/ax\_tls.m4

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Version 2.1, February 1999

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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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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.

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**libusb1**

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Version 2.1, February 1999

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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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**libusb1-native**

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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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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.

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

#### **libxdmcp-native**

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**libxext-native**

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**libxml-parser-perl-native**

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```
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This is free software, and you are welcome to redistribute it
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```

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```
Yoyodyne, Inc., hereby disclaims all copyright interest in the
program `Gnomovision` (a program to direct compilers to make passes
at assemblers) written by James Hacker.
```

```
, 1 April 1989
Ty Coon, President of Vice
```

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**libxml2**

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**libxrender-native**

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## linux-firmware

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The README file from the original package from Micronas appears below. Only the part about the firmware redistribution in section 0 is relevant, all other sections are completely obsolete.

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WIS GO7007SB Public Linux Driver  
-----

\*\*\* Please see the file RELEASE-NOTES for important last-minute updates \*\*\*

## 0. OVERVIEW AND LICENSING/DISCLAIMER

This driver kit contains Linux drivers for the WIS GO7007SB multi-format video encoder. Only kernel version 2.6.x is supported. The video stream is available through the Video4Linux2 API and the audio stream is available through the ALSA API (or the OSS emulation layer of the ALSA system).

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## 1. SYSTEM REQUIREMENTS

This driver requires Linux kernel 2.6. Kernel 2.4 is not supported. Using kernel 2.6.10 or later is recommended, as earlier kernels are known to have unstable USB 2.0 support.

A fully built kernel source tree must be available. Typically this will be linked from "/lib/modules//build" for convenience. If this link does not exist, an extra parameter will need to be passed to the `make` command.

All vendor-built kernels should already be configured properly. However, for custom-built kernels, the following options need to be enabled in the kernel as built-in or modules:

- CONFIG\_HOTPLUG - Support for hot-pluggable devices
- CONFIG\_MODULES - Enable loadable module support
- CONFIG\_KMOD - Automatic kernel module loading
- CONFIG\_FW\_LOADER - Hotplug firmware loading support
- CONFIG\_I2C - I2C support
- CONFIG\_VIDEO\_DEV - Video For Linux
- CONFIG\_SOUND - Sound card support



CONFIG\_SND - Advanced Linux Sound Architecture  
CONFIG\_USB - Support for Host-side USB  
CONFIG\_USB\_DEVICEFS - USB device filesystem  
CONFIG\_USB\_EHCI\_HCD - EHCI HCD (USB 2.0) support

Additionally, to use the example application, the following options need to be enabled in the ALSA section:

CONFIG\_SND\_MIXER\_OSS - OSS Mixer API  
CONFIG\_SND\_PCM\_OSS - OSS PCM (digital audio) API

The hotplug scripts, along with the fxload utility, must also be installed. These scripts can be obtained from . Hotplugging is used for loading firmware into the Cypress EZ-USB chip using fxload and for loading firmware into the driver using the firmware agent.

## 2. COMPILING AND INSTALLING THE DRIVER

Most users should be able to compile the driver by simply running:

```
$ make
```

in the top-level directory of the driver kit. First the kernel modules will be built, followed by the example applications.

If the build system is unable to locate the kernel source tree for the currently-running kernel, or if the module should be built for a kernel other than the currently-running kernel, an additional parameter will need to be passed to make to specify the appropriate kernel source directory:

```
$ make KERNELSRC=/usr/src/linux-2.6.10-custom3
```

Once the compile completes, the driver and firmware files should be installed by running:

```
$ make install
```

The kernel modules will be placed in "/lib/modules/extra" and the firmware files will be placed in the appropriate hotplug firmware directory, usually /lib/firmware. In addition, USB maps and scripts will be placed in /etc/hotplug/usb to enable fxload to initialize the EZ-USB control chip when the device is connected.

## 3. PAL/SECAM TUNER CONFIGURATION (TV402U-EU only)

The PAL model of the Plextor ConvertX TV402U may require additional configuration to correctly select the appropriate TV frequency band and audio subchannel.

Users with a device other than the Plextor ConvertX TV402U-EU should skip

this section.

The wide variety of PAL TV systems used in Europe requires that additional information about the local TV standards be passed to the driver in order to properly tune TV channels. The two necessary parameters are (a) the PAL TV band, and (b) the audio subchannel format in use.

In many cases, the appropriate TV band selection is passed to the driver from applications. However, in some cases, the application only specifies that the driver should use PAL but not the specific information about the appropriate TV band. To work around this issue, the correct TV band may be specified in the "force\_band" parameter to the wis-sony-tuner module:

TV band force\_band

-----

PAL B/G B

PAL I I

PAL D/K D

SECAM L L

If the "force\_band" parameter is specified, the driver will ignore any TV band specified by applications and will always use the band provided in the module parameter.

The other parameter that can be specified is the audio subchannel format. There are several stereo audio carrier systems in use, including NICAM and three varieties of A2. To receive audio broadcast on one of these stereo carriers, the "force\_mpx\_mode" parameter must be specified to the wis-sony-tuner module.

TV band Audio subcarrier force\_mpx\_mode

-----

PAL B/G Mono (default) 1

PAL B/G A2 2

PAL B/G NICAM 3

PAL I Mono (default) 4

PAL I NICAM 5

PAL D/K Mono (default) 6

PAL D/K A2 (1) 7

PAL D/K A2 (2) 8

PAL D/K A2 (3) 9

PAL D/K NICAM 10

SECAM L Mono (default) 11

SECAM L NICAM 12

If the "force\_mpx\_mode" parameter is not specified, the correct mono-only mode will be chosen based on the TV band. However, the tuner will not receive stereo audio or bilingual broadcasts correctly.

To pass the "force\_band" or "force\_mpx\_mode" parameters to the wis-sony-tuner module, the following line must be added to the modprobe configuration file, which varies from one Linux distribution to another.

```
options wis-sony-tuner force_band=B force_mpx_mode=2
```

The above example would force the tuner to the PAL B/G TV band and receive stereo audio broadcasts on the A2 carrier.

To verify that the configuration has been placed in the correct location, execute:

```
$ modprobe -c | grep wis-sony-tuner
```

If the configuration line appears, then modprobe will pass the parameters correctly the next time the wis-sony-tuner module is loaded into the kernel.

#### 4. TESTING THE DRIVER

Because few Linux applications are able to correctly capture from Video4Linux2 devices with only compressed formats supported, the new driver should be tested with the "gorecord" application in the apps/ directory.

First connect a video source to the device, such as a DVD player or VCR. This will be captured to a file for testing the driver. If an input source is unavailable, a test file can still be captured, but the video will be black and the audio will be silent.

This application will auto-detect the V4L2 and ALSA/OSS device names of the hardware and will record video and audio to an AVI file for a specified number of seconds. For example:

```
$ apps/gorecord -duration 60 capture.avi
```

If this application does not successfully record an AVI file, the error messages produced by gorecord and recorded in the system log (usually in /var/log/messages) should provide information to help resolve the problem.

Supplying no parameters to gorecord will cause it to probe the available devices and exit. Use the -help flag for usage information.

#### 5. USING THE DRIVER

The V4L2 device implemented by the driver provides a standard compressed format API, within the following criteria:

- \* Applications that only support the original Video4Linux1 API will not be able to communicate with this driver at all.

- \* No raw video modes are supported, so applications like xawtv that expect only uncompressed video will not function.

- \* Supported compression formats are: Motion-JPEG, MPEG1, MPEG2 and MPEG4.

\* MPEG video formats are delivered as Video Elementary Streams only. Program Stream (PS), Transport Stream (TS) and Packetized Elementary Stream (PES) formats are not supported.

\* Video parameters such as format and input port may not be changed while the encoder is active.

\* The audio capture device only functions when the video encoder is actively capturing video. Attempts to read from the audio device when the encoder is inactive will result in an I/O error.

\* The native format of the audio device is 48Khz 2-channel 16-bit little-endian PCM, delivered through the ALSA system. No audio compression is implemented in the hardware. ALSA may convert to other uncompressed formats on the fly.

The include/ directory contains a C header file describing non-standard features of the GO7007SB encoder, which are described below:

GO7007IOC\_S\_COMP\_PARAMS, GO7007IOC\_G\_COMP\_PARAMS

These ioctls are used to negotiate general compression parameters.

To query the current parameters, call the GO7007IOC\_G\_COMP\_PARAMS ioctl with a pointer to a struct go7007\_comp\_params. If the driver is not set to MPEG format, the EINVAL error code will be returned.

To change the current parameters, initialize all fields of a struct go7007\_comp\_params and call the GO7007\_IOC\_S\_COMP\_PARAMS ioctl with a pointer to this structure. The driver will return the current parameters with any necessary changes to conform to the limitations of the hardware or current compression mode. Any or all fields can be set to zero to request a reasonable default value. If the driver is not set to MPEG format, the EINVAL error code will be returned. When I/O is in progress, the EBUSY error code will be returned.

Fields in struct go7007\_comp\_params:

\_\_u32 The maximum number of frames in each gop\_size Group Of Pictures; i.e. the maximum number of frames minus one between each key frame.

\_\_u32 The maximum number of sequential max\_b\_frames bidirectionally-predicted frames. (B-frames are not yet supported.)

enum go7007\_aspect\_ratio The aspect ratio to be encoded in the aspect\_ratio meta-data of the compressed format.

Choices are:

GO7007\_ASPECT\_RATIO\_1\_1

GO7007\_ASPECT\_RATIO\_4\_3\_NTSC

GO7007\_ASPECT\_RATIO\_4\_3\_PAL  
GO7007\_ASPECT\_RATIO\_16\_9\_NTSC  
GO7007\_ASPECT\_RATIO\_16\_9\_PAL

\_\_u32 Bit-wise OR of control flags (below)  
flags

Flags in struct go7007\_comp\_params:

GO7007\_COMP\_CLOSED\_GOP Only produce self-contained GOPs, used to produce streams appropriate for random seeking.

GO7007\_COMP\_OMIT\_SEQ\_HEADER Omit the stream sequence header.

GO7007IOC\_S\_MPEG\_PARAMS, GO7007IOC\_G\_MPEG\_PARAMS

These ioctls are used to negotiate MPEG-specific stream parameters when the pixelformat has been set to V4L2\_PIX\_FMT\_MPEG.

To query the current parameters, call the GO7007IOC\_G\_MPEG\_PARAMS ioctl with a pointer to a struct go7007\_mpeg\_params. If the driver is not set to MPEG format, the EINVAL error code will be returned.

To change the current parameters, initialize all fields of a struct go7007\_mpeg\_params and call the GO7007\_IOC\_S\_MPEG\_PARAMS ioctl with a pointer to this structure. The driver will return the current parameters with any necessary changes to conform to the limitations of the hardware or selected MPEG mode. Any or all fields can be set to zero to request a reasonable default value. If the driver is not set to MPEG format, the EINVAL error code will be returned. When I/O is in progress, the EBUSY error code will be returned.

Fields in struct go7007\_mpeg\_params:

enum go7007\_mpeg\_video\_standard  
mpeg\_video\_standard The MPEG video standard in which to compress the video.

Choices are:

GO7007\_MPEG\_VIDEO\_MPEG1  
GO7007\_MPEG\_VIDEO\_MPEG2  
GO7007\_MPEG\_VIDEO\_MPEG4

\_\_u32 Bit-wise OR of control flags (below)  
flags

\_\_u32 The profile and level indication to be stored in the sequence header. This is only used as an indicator to the decoder, and does not affect the MPEG features used in the video stream.  
Not valid for MPEG1.

Choices for MPEG2 are:

GO7007\_MPEG2\_PROFILE\_MAIN\_MAIN

Choices for MPEG4 are:

GO7007\_MPEG4\_PROFILE\_S\_L0

GO7007\_MPEG4\_PROFILE\_S\_L1

GO7007\_MPEG4\_PROFILE\_S\_L2

GO7007\_MPEG4\_PROFILE\_S\_L3

GO7007\_MPEG4\_PROFILE\_ARTS\_L1

GO7007\_MPEG4\_PROFILE\_ARTS\_L2

GO7007\_MPEG4\_PROFILE\_ARTS\_L3

GO7007\_MPEG4\_PROFILE\_ARTS\_L4

GO7007\_MPEG4\_PROFILE\_AS\_L0

GO7007\_MPEG4\_PROFILE\_AS\_L1

GO7007\_MPEG4\_PROFILE\_AS\_L2

GO7007\_MPEG4\_PROFILE\_AS\_L3

GO7007\_MPEG4\_PROFILE\_AS\_L4

GO7007\_MPEG4\_PROFILE\_AS\_L5

Flags in struct go7007\_mpeg\_params:

GO7007\_MPEG\_FORCE\_DVD\_MODE Force all compression parameters and  
bitrate control settings to comply

with DVD MPEG2 stream requirements.

This overrides most compression and  
bitrate settings!

GO7007\_MPEG\_OMIT\_GOP\_HEADER Omit the GOP header.

GO7007\_MPEG\_REPEAT\_SEQHEADER Repeat the MPEG sequence header at  
the start of each GOP.

GO7007IOC\_S\_BITRATE, GO7007IOC\_G\_BITRATE

These ioctls are used to set and query the target bitrate value for the  
compressed video stream. The bitrate may be selected by storing the  
target bits per second in an int and calling GO7007IOC\_S\_BITRATE with a  
pointer to the int. The bitrate may be queried by calling  
GO7007IOC\_G\_BITRATE with a pointer to an int where the current bitrate  
will be stored.

Note that this is the primary means of controlling the video quality  
for all compression modes, including V4L2\_PIX\_FMT\_MJPEG. The  
VIDIOC\_S\_JPEGCOMP ioctl is not supported.

-----  
Installing the WIS PCI Voyager Driver  
-----

The WIS PCI Voyager driver requires several patches to the Linux 2.6.11.x  
kernel source tree before compiling the driver. These patches update the

in-kernel SAA7134 driver to the newest development version and patch bugs in the TDA8290/TDA8275 tuner driver.

The following patches must be downloaded from Gerd Knorr's website and applied in the order listed:

<http://dl.bytesex.org/patches/2.6.11-2/i2c-tuner>  
<http://dl.bytesex.org/patches/2.6.11-2/i2c-tuner2>  
<http://dl.bytesex.org/patches/2.6.11-2/v4l2-api-mpeg>  
<http://dl.bytesex.org/patches/2.6.11-2/saa7134-update>

The following patches are included with this SDK and can be applied in any order:

patches/2.6.11/saa7134-voyager.diff  
patches/2.6.11/tda8275-newaddr.diff  
patches/2.6.11/tda8290-ntsc.diff

Check to make sure the CONFIG\_VIDEO\_SAA7134 option is enabled in the kernel configuration, and build and install the kernel.

After rebooting into the new kernel, the GO7007 driver can be compiled and installed:

```
$ make SAA7134_BUILD=y  
$ make install  
$ modprobe saa7134-go7007
```

There will be two V4L video devices associated with the PCI Voyager. The first device (most likely /dev/video0) provides access to the raw video capture mode of the SAA7133 device and is used to configure the source video parameters and tune the TV tuner. This device can be used with xawtv or other V4L(2) video software as a standard uncompressed device.

The second device (most likely /dev/video1) provides access to the compression functions of the GO7007. It can be tested using the gorecord application in the apps/ directory of this SDK:

```
$ apps/gorecord -vdevice /dev/video1 -noaudio test.avi
```

Currently the frame resolution is fixed at 720x480 (NTSC) or 720x576 (PAL), and the video standard must be specified to both the raw and the compressed video devices (xawtv and gorecord, for example).

-----  
RELEASE NOTES FOR WIS GO7007SB LINUX DRIVER  
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Last updated: 5 November 2005

- Release 0.9.7 includes new support for using udev to run fxload. The install script should automatically detect whether the old hotplug scripts or the new udev rules should be used. To force the use of

hotplug, run "make install USE\_UDEV=n". To force the use of udev, run "make install USE\_UDEV=y".

- Motion detection is supported but undocumented. Try the `modet` app for a demonstration of how to use the facility.

- Using USB2.0 devices such as the TV402U with USB1.1 HCDs or hubs can cause buffer overruns and frame drops, even at low framerates, due to inconsistency in the bitrate control mechanism.

- On devices with an SAA7115, including the Plextor ConvertX, video height values of 96, 128, 160, 192, 256, 320, and 384 do not work in NTSC mode. All valid heights up to 512 work correctly in PAL mode.

- The WIS Star Trek and PCI Voyager boards have no support yet for audio or the TV tuner.

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\*\*\*\*\*

\* WHENCE \*

\*\*\*\*\*

This file attempts to document the origin and licensing information, if known, for each piece of firmware distributed for use with the Linux kernel.

-----  
Driver: BCM-0bb4-0306 Cypress Bluetooth firmware for HTC Vive

File: brcm/BCM-0bb4-0306.hcd

Licence: Redistributable. See LICENCE.cypress for details.

-----  
Driver: ambassador -- Madge Ambassador (Collage PCI 155 Server) ATM NIC.

File: atmsar11.fw

Licence: Allegedly GPLv2+, but no source visible. Marked:

Madge Ambassador ATM Adapter microcode.

Copyright (C) 1995-1999 Madge Networks Ltd.

This microcode data is placed under the terms of the GNU General Public License. The GPL is contained in /usr/doc/copyright/GPL on a Debian system and in the file COPYING in the Linux kernel source.

We would prefer you not to distribute modified versions without consultation and not to ask for assembly/other microcode source.

-----  
Driver: snd-korg1212 -- Korg 1212 IO audio device

File: korg/k1212.dsp

Licence: Unknown

Found in alsa-firmware package in hex form; no licensing information.

-----  
Driver: snd-maestro3 -- ESS Allegro Maestro3 audio device

File: ess/maestro3\_assp\_kernel.fw

File: ess/maestro3\_assp\_minisrc.fw

Licence: Unknown

Found in alsa-firmware package in hex form with a comment claiming to be GPLv2+, but without source -- and with another comment saying "ESS drops binary dsp code images on our heads, but we don't get to see specs on the dsp."

-----  
Driver: snd-ymfpci -- Yamaha YMF724/740/744/754 audio devices

File: yamaha/ds1\_ctrl.fw

File: yamaha/ds1\_dsp.fw

File: yamaha/ds1e\_ctrl.fw

Licence: Unknown

Found alsa-firmware package in hex form, with the following comment:  
Copyright (c) 1997-1999 Yamaha Corporation. All Rights Reserved.

-----  
Driver: advansys - AdvanSys SCSI

File: advansys/mcode.bin

File: advansys/3550.bin

File: advansys/38C0800.bin

File: advansys/38C1600.bin

Licence: BSD, no source available.

Found in hex form in kernel source.

---

Driver: qla1280 - Qlogic QLA 1240/1x80/1x160 SCSI support

File: qllogic/1040.bin

File: qllogic/1280.bin

File: qllogic/12160.bin

Licence: Redistributable. See LICENCE.qla1280 for details

---

Driver: smctr -- SMC ISA/MCA Token Ring adapter

File: tr\_smctr.bin

Version: 6.3C1

Info: MCT.BIN v6.3C1 03/01/95

Original licence info:

- \* This firmware is licensed to you strictly for use in conjunction
- \* with the use of SMC TokenRing adapters. There is no warranty
- \* expressed or implied about its fitness for any purpose.

---

Driver: kaweth -- USB KLSI KL5USB101-based Ethernet device

File: kaweth/new\_code.bin

File: kaweth/new\_code\_fix.bin

File: kaweth/trigger\_code.bin

File: kaweth/trigger\_code\_fix.bin

Licence: Redistributable. See LICENCE.kaweth for details

Found in hex form in the kernel source.

---

Driver: dvb-ttusb-budget -- Technotrend/Hauppauge Nova-USB devices

File: ttusb-budget/dspbootcode.bin

Licence: Unknown

Found in hex form in the kernel source.

---

Driver: keyspan -- USB Keyspan USA-xxx serial device

File: keyspan/mpr.fw

File: keyspan/usa18x.fw

File: keyspan/usa19.fw

File: keyspan/usa19qi.fw

File: keyspan/usa19qw.fw

File: keyspan/usa19w.fw

File: keyspan/usa28.fw

File: keyspan/usa28xa.fw

File: keyspan/usa28xb.fw

File: keyspan/usa28x.fw

File: keyspan/usa49w.fw

File: keyspan/usa49wlc.fw

Converted from Intel HEX files, used in our binary representation of ihex.

Original licence information:

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This firmware may not be modified and may only be used with Keyspan hardware. Distribution and/or Modification of the keyspan.c driver which includes this firmware, in whole or in part, requires the inclusion of this statement."

-----  
Driver: keyspan\_pda -- USB Keyspan PDA single-port serial device

File: keyspan\_pda/keyspan\_pda.fw

Source: keyspan\_pda/keyspan\_pda.S

File: keyspan\_pda/xircom\_pgs.fw

Source: keyspan\_pda/xircom\_pgs.S

Source: keyspan\_pda/Makefile

Licence: GPLv2 or later. See GPL-2 and GPL-3 for details.

Compiled from original 8051 source into Intel HEX, used in our binary ihex form.  
-----

Driver: emi26 -- EMI 2|6 USB Audio interface

File: emi26/bitstream.fw

Version: 1.1.1.131

Info: DATE=2001dec06

File: emi26/firmware.fw

Version: 1.0.2.916

Info: DATE=12.02.2002

File: emi26/loader.fw

Converted from Intel HEX files, used in our binary representation of ihex.

Original licence information:

/\*

\* This firmware is for the Emagic EMI 2|6 Audio Interface

\*

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\* Emagic EMI 2|6 Audio Interface. Distribution and/or Modification of  
\* any driver which includes this firmware, in whole or in part,  
\* requires the inclusion of this statement.

\*/

-----  
Driver: emi62 -- EMI 6|2m USB Audio interface

File: emi62/bitstream.fw

Version: 1.0.0.191

Info: DATE= 2002oct28

File: emi62/loader.fw

Version: 1.0.2.002

Info: DATE=10.01.2002

File: emi62/midi.fw

Version: 1.04.062

Info: DATE=16.10.2002

File: emi62/spdif.fw

Version: 1.04.062

Info: DATE=16.10.2002

Converted from Intel HEX files, used in our binary representation of ihex.

Original licence information: None

-----  
Driver: ti\_usb\_3410\_5052 -- USB TI 3410/5052 serial device

File: ti\_3410.fw

Info: firmware 9/10/04 FW3410\_Special\_StartWdogOnStartPort

File: ti\_5052.fw

Info: firmware 9/18/04

Licence: Allegedly GPLv2+, but no source visible. Marked:  
Copyright (C) 2004 Texas Instruments

Found in hex form in kernel source.

-----  
Driver: ti\_usb\_3410\_5052 -- Multi-Tech USB cell modems

File: mts\_cdma.fw

File: mts\_gsm.fw

File: mts\_edge.fw

Licence: "all firmware components are redistributable in binary form"  
per support@multitech.com  
Copyright (C) 2005 Multi-Tech Systems, Inc.

Found in hex form in ftp://ftp.multitech.com/wireless/wireless\_linux.zip

-----  
Driver: ti\_usb\_3410\_5052 -- Multi-Tech USB fax modems

File: mts\_mt9234mu.fw

File: mts\_mt9234zba.fw

Licence: Unknown

-----  
Driver: whiteheat -- USB ConnectTech WhiteHEAT serial device

File: whiteheat.fw

Version: 4.06

File: whiteheat\_loader.fw

Licence: Allegedly GPLv2, but no source visible. Marked:  
Copyright (C) 2000-2002 ConnectTech Inc

Debug loader claims the following behaviour:

Port 1 LED flashes when the vend\_ax program is running

Port 2 LED flashes when any SETUP command arrives

Port 3 LED flashes when any valid VENDOR request occurs

Port 4 LED flashes when the EXTERNAL RAM DOWNLOAD request occurs

Converted from Intel HEX files, used in our binary representation of ihex.

-----  
Driver: ip2 -- Computone IntelliPort Plus serial device

File: intelliport2.bin

Licence: Unknown

Found in hex form in kernel source.  
-----

Driver: cpia2 -- cameras based on Vision's CPiA2

File: cpia2/stv0672\_vp4.bin

Licence: Allegedly GPLv2+, but no source visible. Marked:

Copyright (C) 2001 STMicroelectronics, Inc.

Contact: steve.miller@st.com

Description: This file contains patch data for the CPiA2 (stv0672) VP4.

Found in hex form in kernel source.  
-----

Driver: dabusb -- Digital Audio Broadcasting (DAB) Receiver for USB and Linux

File: dabusb/firmware.fw

File: dabusb/bitstream.bin

Licence: Distributable

\* Copyright (C) 1999 BayCom GmbH

\*

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\* modification, are permitted provided that redistributions of source

\* code retain the above copyright notice and this comment without

\* modification.  
-----

Driver: vicam -- USB 3com HomeConnect (aka vicam)

File: vicam/firmware.fw

Licence: Unknown

Found in hex form in kernel source.

-----  
Driver: io\_edgeport - USB Inside Out Edgeport Serial Driver

File: edgeport/boot.fw

File: edgeport/boot2.fw

File: edgeport/down.fw

File: edgeport/down2.fw

Licence: Allegedly GPLv2+, but no source visible. Marked:

```
//*****  
/* Edgeport/4 Binary Image  
/* Generated by HEX2C v1.06  
/* Copyright (C) 1998 Inside Out Networks, All rights reserved.  
//*****
```

Found in hex form in kernel source.

-----  
Driver: io\_ti - USB Inside Out Edgeport Serial Driver  
(TI Devices)

File: edgeport/down3.bin

Licence:

```
//*****  
/* Edgeport Binary Image (for TI based products)  
/* Generated by TIBin2C v2.00 (watchport)  
/* Copyright (C) 2001 Inside Out Networks, All rights reserved.  
//*****
```

Found in hex form in kernel source.

-----  
Driver: dsp56k - Atari DSP56k support

File: dsp56k/bootstrap.bin

Source: dsp56k/bootstrap.asm

Source: dsp56k/Makefile

Source: dsp56k/concat-bootstrap.pl

Licence: GPLv2 or later. See GPL-2 and GPL-3 for details.

DSP56001 assembler, buildable with a56 from

<http://www.zdomain.com/a56.html>

-----



Driver: snd-sb16-csp - Sound Blaster 16/AWE CSP support

File: sb16/mulaw\_main.csp

File: sb16/alaw\_main.csp

File: sb16/ima\_adpcm\_init.csp

File: sb16/ima\_adpcm\_playback.csp

File: sb16/ima\_adpcm\_capture.csp

Licence: Allegedly GPLv2+, but no source visible. Marked:

/\*

\* Copyright (c) 1994 Creative Technology Ltd.

\* Microcode files for SB16 Advanced Signal Processor

\*/

Found in hex form in kernel source.

-----  
Driver: qla2xxx - QLogic QLA2XXX Fibre Channel

File: ql2100\_fw.bin

Version: 1.19.38 TP

File: ql2200\_fw.bin

Version: 2.02.08 TP

File: ql2300\_fw.bin

Version: 3.03.28 IPX

File: ql2322\_fw.bin

Version: 3.03.28 IPX

File: ql2400\_fw.bin

Version: 8.07.00 MID

File: ql2500\_fw.bin

Version: 8.07.00 MIDQ

Licence: Redistributable. See LICENCE.qla2xxx for details

Available from <http://driver.qlogic.com/firmware/>

-----  
Driver: orinoco - Agere/Prism/Symbol Orinoco support

File: agere\_sta\_fw.bin

Version: 9.48 Hermes I

File: agere\_ap\_fw.bin

Version: 9.48 Hermes I

Licence: Redistributable. See LICENCE.agere for details

-----  
Driver: ar9170 - Atheros 802.11n "otus" USB

File: ar9170-1.fw

File: ar9170-2.fw

Licence: Redistributable. See LICENCE.atheros\_firmware for details

-----  
Driver: ath9k\_htc - Atheros HTC devices (USB)

File: ar9271.fw

File: ar7010.fw

File: ar7010\_1\_1.fw

File: htc\_9271.fw

Version: 1.3.1

File: htc\_7010.fw

Version: 1.3.1

Licence: Redistributable. See LICENCE.atheros\_firmware for details

File: ath9k\_htc/htc\_7010-1.4.0.fw

Version: 1.4.0

File: ath9k\_htc/htc\_9271-1.4.0.fw

Version: 1.4.0

Licence: Free software. See LICENCE.open-ath9k-htc-firmware for details

-----  
Driver: cassini - Sun Cassini

File: sun/cassini.bin

Licence: Unknown

Found in hex form in kernel source.

-----  
Driver: slicoss - Alacritech IS-NIC products

File: slicoss/gbdownload.sys

File: slicoss/gbrcvuocode.sys

File: slicoss/oasisdbgdownload.sys

File: slicoss/oasisdownload.sys

File: slicoss/oasisrcvuocode.sys

Licence:

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-----  
Driver: sxg - Alacritech IS-NIC products

File: sxg/saharadownloadB.sys

File: sxg/saharadbgdownloadB.sys

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Found in hex form in kernel source.

-----  
Driver: cxgb3 - Chelsio Terminator 3 1G/10G Ethernet adapter

File: cxgb3/t3b\_psram-1.1.0.bin

File: cxgb3/t3c\_psram-1.1.0.bin

File: cxgb3/t3fw-7.0.0.bin

File: cxgb3/t3fw-7.1.0.bin

File: cxgb3/t3fw-7.4.0.bin

File: cxgb3/t3fw-7.10.0.bin

File: cxgb3/t3fw-7.12.0.bin

Licence: GPLv2 or OpenIB.org BSD license, no source visible

-----  
Driver: cxgb3 - Chelsio Terminator 3 1G/10G Ethernet adapter

File: cxgb3/acl2005\_opt\_edc.bin

File: cxgb3/acl2005\_twx\_edc.bin

File: cxgb3/acl2020\_twx\_edc.bin

Licence:

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Found in hex form in kernel source.

-----  
Driver: cxgb4 - Chelsio Terminator 4/5/6 1/10/25/40/100G Ethernet adapter

File: cxgb4/t4fw-1.14.4.0.bin

File: cxgb4/t4fw-1.15.37.0.bin

File: cxgb4/t4fw-1.20.8.0.bin

Link: cxgb4/t4fw.bin -> t4fw-1.20.8.0.bin

File: cxgb4/t5fw-1.14.4.0.bin

File: cxgb4/t5fw-1.15.37.0.bin

File: cxgb4/t5fw-1.20.8.0.bin

Link: cxgb4/t5fw.bin -> t5fw-1.20.8.0.bin

File: cxgb4/t6fw-1.20.8.0.bin

Link: cxgb4/t6fw.bin -> t6fw-1.20.8.0.bin

File: cxgb4/aq1202\_fw.cld

File: cxgb4/bcm8483.bin

Licence: Redistributable. See LICENCE.chelsio\_firmware for details

-----  
Driver: e100 -- Intel PRO/100 Ethernet NIC

File: e100/d101m\_ucose.bin

File: e100/d101s\_ucose.bin

File: e100/d102e\_ucose.bin

Licence: Redistributable. See LICENCE.e100 for details

-----  
Driver: acenic -- Alteon AceNIC Gigabit Ethernet card

File: acenic/tg1.bin

File: acenic/tg2.bin

Licence: Unknown

Found in hex form in kernel source, but source allegedly available at  
<http://alton.shareable.org/>

-----  
Driver: tg3 -- Broadcom Tigon3 based gigabit Ethernet cards

File: tigon/tg3.bin

File: tigon/tg3\_tso.bin  
File: tigon/tg3\_tso5.bin  
File: tigon/tg357766.bin

Licence:

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- \* Copyright (C) 2000-2013 Broadcom Corporation.
- \*
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- \* data in hexadecimal or equivalent format, provided this copyright
- \* notice is accompanying it.

Found in hex form in kernel source.

-----  
Driver: starfire - Adaptec Starfire/DuraLAN support

File: adaptec/starfire\_rx.bin  
File: adaptec/starfire\_tx.bin

Licence: Allegedly GPLv2, but no source visible.

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-----  
Driver: i2400m-usb - Intel 2400 Wireless WiMAX Connection over USB

File: i2400m-fw-usb-1.4.sbcf  
File: i2400m-fw-usb-1.5.sbcf  
File: i6050-fw-usb-1.5.sbcf

Licence: Redistributable. See LICENCE.i2400m for details

Also available from <http://linuxwimax.org/Download>

-----  
Driver: libertas - Marvell Libertas fullmac-type 802.11b/g cards

File: libertas/cf8381.bin  
File: libertas/cf8381\_helper.bin  
File: libertas/cf8385.bin  
File: libertas/cf8385\_helper.bin

File: libertas/gspi8682.bin  
File: libertas/gspi8682\_helper.bin  
File: libertas/gspi8686\_v9.bin  
File: libertas/gspi8686\_v9\_helper.bin  
File: libertas/gspi8688.bin  
File: libertas/gspi8688\_helper.bin  
File: libertas/sd8385.bin  
File: libertas/sd8385\_helper.bin  
File: libertas/sd8682.bin  
File: libertas/sd8682\_helper.bin  
File: libertas/sd8686\_v8.bin  
File: libertas/sd8686\_v8\_helper.bin  
File: libertas/sd8686\_v9.bin  
File: libertas/sd8686\_v9\_helper.bin  
File: libertas/usb8388\_v5.bin  
File: libertas/usb8388\_v9.bin  
File: libertas/usb8682.bin  
File: mrvl/sd8688.bin  
Link: libertas/sd8688.bin -> ../mrvl/sd8688.bin  
File: mrvl/sd8688\_helper.bin  
Link: libertas/sd8688\_helper.bin -> ../mrvl/sd8688\_helper.bin

Licence: Redistributable. See LICENCE.Marvell for details. Extracted from Linux driver tarballs downloaded from Marvell's "Extranet" with permission.

-----  
Driver: libertas - Marvell Libertas 802.11b/g cards, OLPC firmware

File: libertas/lbtf\_sdio.bin  
Version: 9.0.7.p4

File: lbtf\_usb.bin  
Version: 5.132.3.p1

File: libertas/usb8388\_olpc.bin  
Version: 5.110.22.p23

Licence: Redistributable. See LICENCE.OLPC for details.

Available from <http://dev.laptop.org/pub/firmware/libertas/>

-----  
Driver: mwl8k - Marvell Libertas softmac-type 802.11b/g/n cards

File: mwl8k/fmimage\_8687.fw  
File: mwl8k/helper\_8687.fw  
File: mwl8k/fmimage\_8366.fw  
File: mwl8k/fmimage\_8366\_ap-1.fw  
File: mwl8k/fmimage\_8366\_ap-2.fw  
File: mwl8k/fmimage\_8366\_ap-3.fw  
Version: 5.2.8.16  
File: mwl8k/helper\_8366.fw

File: mwl8k/fmimage\_8764\_ap-1.fw

Version: 7.4.0.9

Licence: Redistributable. See LICENCE.Marvell for details. 8687 images downloaded from Marvell's "Extranet" with permission. 8366 images contributed directly by Marvell.

-----  
Driver: mwifiex - Marvell Wi-Fi fullmac-type 802.11n/ac cards

File: mrvl/sd8787\_uapsta.bin

Version: 14.66.35.p52

File: mrvl/usb8766\_uapsta.bin

Version: 14.68.22.p16

File: mrvl/sd8797\_uapsta.bin

Version: 14.66.11.p151

File: mrvl/usb8797\_uapsta.bin

Version: 14.68.29.p49

File: mrvl/sd8897\_uapsta.bin

Version: V15.68.7.154

File: mrvl/usb8897\_uapsta.bin

Version: 15.68.4.p103

File: mrvl/pcie8897\_uapsta.bin

Version: V15.68.7.p154

File: mrvl/sd8887\_uapsta.bin

Version: 15.68.7.p112

File: mrvl/sd8801\_uapsta.bin

Version: 14.68.36.p60

File: mrvl/usb8801\_uapsta.bin

Version: W14.68.36.p131

File: mrvl/pcieuart8997\_combo\_v4.bin

Version: 16.68.1.p70

File: mrvl/pcieusb8997\_combo\_v4.bin

Version: 16.68.1.p145

File: mrvl/pcie8997\_wlan\_v4.bin

Version: 16.68.1.p97

File: mrvl/usb8997\_combo\_v4.bin

Version: V16.68.1.p162

Licence: Redistributable. See LICENCE.Marvell for details. Originates from  
<http://git.marvell.com/?p=mwififx-firmware.git>

---

Driver: iwlwifi - Intel Wireless Wifi

File: iwlwifi-3945-2.ucode

Version: 15.32.2.9

File: iwlwifi-4965-2.ucode

Version: 228.61.2.24

File: iwlwifi-5000-1.ucode

Version: 5.4.A.11 (aka 5.4.1.16)

File: iwlwifi-5000-2.ucode

Version: 8.24.2.12

File: iwlwifi-5000-5.ucode

Version: 8.83.5.1

File: iwlwifi-5150-2.ucode

Version: 8.24.2.2

File: iwlwifi-1000-3.ucode

Version: 128.50.3.1

File: iwlwifi-1000-5.ucode

Version: 39.31.5.1

File: iwlwifi-6000-4.ucode

Version: 9.221.4.1

File: iwlwifi-6050-4.ucode

Version: 9.201.4.1

File: iwlwifi-6050-5.ucode

Version: 41.28.5.1

File: iwlwifi-6000g2a-5.ucode

Version: 17.168.5.3

File: iwlwifi-6000g2a-6.ucode

Version: 18.168.6.1

File: iwlwifi-6000g2b-5.ucode

Version: 17.168.5.1

File: iwlwifi-6000g2b-6.ucode

Version: 18.168.6.1

File: iwlwifi-135-6.ucode



Version: 18.168.6.1

File: iwlwifi-100-5.ucode

Version: 39.31.5.1

File: iwlwifi-105-6.ucode

Version: 18.168.6.1

File: iwlwifi-2030-6.ucode

Version: 18.168.6.1

File: iwlwifi-2000-6.ucode

Version: 18.168.6.1

File: iwlwifi-7260-7.ucode

Version: 22.1.7.0

File: iwlwifi-7260-8.ucode

Version: 22.24.8.0

File: iwlwifi-7260-9.ucode

Version: 25.228.9.0

File: iwlwifi-7260-10.ucode

Version: 23.15.10.0

File: iwlwifi-7260-12.ucode

Version: 25.17.12.0

File: iwlwifi-7260-13.ucode

Version: 25.30.13.0

File: iwlwifi-7260-16.ucode

Version: 16.242414.0

File: iwlwifi-7260-17.ucode

Version: 17.388f111f.0

File: iwlwifi-3160-7.ucode

Version: 22.1.7.0

File: iwlwifi-3160-8.ucode

Version: 22.24.8.0

File: iwlwifi-3160-9.ucode

Version: 25.228.9.0

File: iwlwifi-3160-10.ucode

Version: 23.15.10.0

File: iwlwifi-3160-12.ucode

Version: 25.17.12.0

File: iwlwifi-3160-13.ucode

Version: 25.30.13.0

File: iwlwifi-3160-16.ucode

Version: 16.242414.0

File: iwlwifi-3160-17.ucode

Version: 17.388f111f.0

File: iwlwifi-7265-8.ucode

Version: 22.24.8.0

File: iwlwifi-7265-9.ucode

Version: 25.228.9.0

File: iwlwifi-7265-10.ucode

Version: 23.15.10.0

File: iwlwifi-7265-12.ucode

Version: 25.17.12.0

File: iwlwifi-7265-13.ucode

Version: 25.30.13.0

File: iwlwifi-7265-16.ucode

Version: 16.242414.0

File: iwlwifi-7265-17.ucode

Version: 17.388f111f.0

File: iwlwifi-7265D-10.ucode

Version: 23.15.10.0

File: iwlwifi-7265D-12.ucode

Version: 25.17.12.0

File: iwlwifi-7265D-13.ucode

Version: 25.30.13.0

File: iwlwifi-7265D-16.ucode

Version: 16.242414.0

File: iwlwifi-7265D-17.ucode

Version: 17.352738.0

File: iwlwifi-7265D-21.ucode

Version: 21.302800.0

File: iwlwifi-7265D-22.ucode

Version: 22.391740.0

File: iwlwifi-7265D-27.ucode

Version: 27.541033.0

File: iwlwifi-7265D-29.ucode

Version: 29.3e3b4de5.0

File: iwlwifi-3168-21.ucode

Version: 21.302800.0

File: iwlwifi-3168-22.ucode

Version: 22.391740.0

File: iwlwifi-3168-27.ucode

Version: 27.541033.0

File: iwlwifi-3168-29.ucode

Version: 29.3e3b4de5.0

File: iwlwifi-8000C-13.ucode

Version: 25.30.13.0

File: iwlwifi-8000C-16.ucode

Version: 16.242414.0

File: iwlwifi-8000C-21.ucode

Version: 21.302800.0

File: iwlwifi-8000C-22.ucode

Version: 22.391740.0

File: iwlwifi-8000C-27.ucode

Version: 27.541033.0

File: iwlwifi-8000C-31.ucode

Version: 31.560484.0

File: iwlwifi-8000C-34.ucode

Version: 34.610288.0

File: iwlwifi-8000C-36.ucode

Version: 36.e91976c0.0

File: iwlwifi-8265-21.ucode

Version: 21.302800.0

File: iwlwifi-8265-22.ucode

Version: 22.391740.0

File: iwlwifi-8265-27.ucode

Version: 27.541033.0

File: iwlwifi-8265-31.ucode

Version: 31.560484.0

File: iwlwifi-8265-34.ucode

Version: 34.610288.0

File: iwlwifi-8265-36.ucode

Version: 36.e91976c0.0

File: iwlwifi-9000-pu-b0-jf-b0-33.ucode

Version: 33.610294.0

File: iwlwifi-9000-pu-b0-jf-b0-34.ucode

Version: 34.ba501b11.0

File: iwlwifi-9000-pu-b0-jf-b0-38.ucode

Version: 38.c0e03d94.0

File: iwlwifi-9260-th-b0-jf-b0-33.ucode

Version: 33.610294.0

File: iwlwifi-9260-th-b0-jf-b0-34.ucode

Version: 34.ba501b11.0

File: iwlwifi-9260-th-b0-jf-b0-38.ucode

Version: 38.c0e03d94.0

Licence: Redistributable. See LICENCE.iwlwifi\_firmware for details

Also available from <http://wireless.kernel.org/en/users/Drivers/iwlwifi#Firmware>

-----

Driver: ipu3-imgu - Intel IPU3 (3rd Gen Image Processing Unit) driver

File: intel/irci\_irci\_ecr-master\_20161208\_0213\_20170112\_1500.bin

Version: irci\_irci\_ecr-master\_20161208\_0213\_20170112\_1500

md5sum: 59abc311fce49c5a180b5a8a3917912d

Link: intel/ipu3-fw.bin -> irci\_irci\_ecr-master\_20161208\_0213\_20170112\_1500.bin

Licence: Redistributable. See LICENSE.ipu3\_firmware for details

-----

Driver: cx231xx - Conexant Cx23100/101/102 USB broadcast A/V decoder

File: v4l-cx231xx-avcore-01.fw

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-----

Driver: tehuti - Tehuti Networks 10G Ethernet

File: tehuti/bdx.bin

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Found in hex form in kernel source.

-----  
Driver: typhoon - 3cr990 series Typhoon

File: 3com/typhoon.bin

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```
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 */
```

Found in hex form in kernel source.

-----  
Driver: yam - YAM driver for AX.25

File: yam/1200.bin

File: yam/9600.bin

Licence:

\* (C) F6FBB 1998

Found in hex form in kernel source.  
-----

Driver: 3c359 - 3Com 3C359 Token Link Velocity XL adapter

File: 3com/3C359.bin

Licence:

/\*

\* The firmware this driver downloads into the tokenring card is a  
\* separate program and is not GPL'd source code, even though the Linux  
\* side driver and the routine that loads this data into the card are.

\*

\* This firmware is licensed to you strictly for use in conjunction  
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\* warranty expressed or implied about its fitness for any purpose.

\*/

/\* 3c359\_microcode.mac: 3Com 3C359 Tokenring microcode.

\*

\* Notes:

\* - Loaded from xl\_init upon adapter initialization.

\*

\* Available from 3Com as part of their standard 3C359 driver.

\*/

Found in hex form in kernel source.  
-----

Driver: pcnet\_cs - NE2000 compatible PCMCIA adapter

File: cis/LA-PCM.cis

File: cis/PCMLM28.cis

File: cis/DP83903.cis

File: cis/NE2K.cis

File: cis/tamarack.cis

File: cis/PE-200.cis

File: cis/PE520.cis

Source: cis/

Licence: Dual GPLv2/MPL

Originally developed by the pcmcia-cs project  
Copyright (C) 1998, 1999, 2000 David A. Hinds

---

Driver: 3c589\_cs - 3Com PCMCIA adapter

File: cis/3CXEM556.cis  
Source: cis/src/3CXEM556.cis

Licence: Dual GPLv2/MPL

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---

Driver: 3c574\_cs - 3Com PCMCIA adapter

File: cis/3CCFEM556.cis  
Source: cis/src/3CCFEM556.cis

Licence: Dual GPLv2/MPL

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---

Driver: serial\_cs - Serial PCMCIA adapter

File: cis/MT5634ZLX.cis  
File: cis/RS-COM-2P.cis  
File: cis/COMpad2.cis  
File: cis/COMpad4.cis  
Source: cis/src/MT5634ZLX.cis  
Source: cis/src/RS-COM-2P.cis  
Source: cis/src/COMpad2.cis  
Source: cis/src/COMpad4.cis

Licence: Dual GPLv2/MPL

Originally developed by the pcmcia-cs project  
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---

Driver: serial\_cs - Serial PCMCIA adapter

File: cis/SW\_555\_SER.cis  
File: cis/SW\_7xx\_SER.cis  
File: cis/SW\_8xx\_SER.cis

Licence: GPLv3. See GPL-3 for details.

Copyright Sierra Wireless

---

Driver: smc91c92\_cs - SMC 91Cxx PCMCIA

File: ositech/Xilinx7OD.bin

Licence: Allegedly GPL, but no source visible. Marked:  
This file contains the firmware of Seven of Diamonds from OSITECH.  
(Special thanks to Kevin MacPherson of OSITECH)

Found in hex form in kernel source.

---

Driver: cx23418 - Conexant PCI Broadcast A/V with MPEG encoder

File: v4l-cx23418-apu.fw

File: v4l-cx23418-cpu.fw

File: v4l-cx23418-dig.fw

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---

Driver: cx23885 - Conexant PCI Express Broadcast A/V decoder

File: v4l-cx23885-avcore-01.fw

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---

Driver: cx23840 - Conexant sideport Broadcast A/V decoder

File: v4l-cx25840.fw



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-----  
Driver: qllogicpti - PTI Qlogic, ISP Driver

File: qllogic/isp1000.bin

Licence: Unknown

Found in hex form in kernel source.  
-----

Driver: myri\_sbus - MyriCOM Gigabit Ethernet

File: myricom/lanai.bin

Licence: Unknown

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-----

Driver: bnx2x: Broadcom Everest

File: bnx2x-e1-4.8.53.0.fw

File: bnx2x-e1h-4.8.53.0.fw

File: bnx2x-e1-5.2.7.0.fw

File: bnx2x-e1h-5.2.7.0.fw

File: bnx2x-e1-5.2.13.0.fw

File: bnx2x-e1h-5.2.13.0.fw

File: bnx2x/bnx2x-e1-6.0.34.0.fw

File: bnx2x/bnx2x-e1h-6.0.34.0.fw

File: bnx2x/bnx2x-e2-6.0.34.0.fw

File: bnx2x/bnx2x-e1-6.2.5.0.fw

File: bnx2x/bnx2x-e1h-6.2.5.0.fw

File: bnx2x/bnx2x-e2-6.2.5.0.fw

File: bnx2x/bnx2x-e1-6.2.9.0.fw

File: bnx2x/bnx2x-e1h-6.2.9.0.fw

File: bnx2x/bnx2x-e2-6.2.9.0.fw

File: bnx2x/bnx2x-e2-7.0.20.0.fw

File: bnx2x/bnx2x-e1-7.0.20.0.fw

File: bnx2x/bnx2x-e1h-7.0.20.0.fw

File: bnx2x/bnx2x-e2-7.0.23.0.fw

File: bnx2x/bnx2x-e1-7.0.23.0.fw  
File: bnx2x/bnx2x-e1h-7.0.23.0.fw  
File: bnx2x/bnx2x-e2-7.0.29.0.fw  
File: bnx2x/bnx2x-e1-7.0.29.0.fw  
File: bnx2x/bnx2x-e1h-7.0.29.0.fw  
File: bnx2x/bnx2x-e2-7.2.16.0.fw  
File: bnx2x/bnx2x-e1-7.2.16.0.fw  
File: bnx2x/bnx2x-e1h-7.2.16.0.fw  
File: bnx2x/bnx2x-e2-7.2.51.0.fw  
File: bnx2x/bnx2x-e1-7.2.51.0.fw  
File: bnx2x/bnx2x-e1h-7.2.51.0.fw  
File: bnx2x/bnx2x-e1-7.8.2.0.fw  
File: bnx2x/bnx2x-e1h-7.8.2.0.fw  
File: bnx2x/bnx2x-e2-7.8.2.0.fw  
File: bnx2x/bnx2x-e1-7.8.17.0.fw  
File: bnx2x/bnx2x-e1h-7.8.17.0.fw  
File: bnx2x/bnx2x-e2-7.8.17.0.fw  
File: bnx2x/bnx2x-e1-7.8.19.0.fw  
File: bnx2x/bnx2x-e1h-7.8.19.0.fw  
File: bnx2x/bnx2x-e2-7.8.19.0.fw  
File: bnx2x/bnx2x-e1-7.10.51.0.fw  
File: bnx2x/bnx2x-e1h-7.10.51.0.fw  
File: bnx2x/bnx2x-e2-7.10.51.0.fw  
File: bnx2x/bnx2x-e1-7.12.30.0.fw  
File: bnx2x/bnx2x-e1h-7.12.30.0.fw  
File: bnx2x/bnx2x-e2-7.12.30.0.fw  
File: bnx2x/bnx2x-e1-7.13.1.0.fw  
File: bnx2x/bnx2x-e1h-7.13.1.0.fw  
File: bnx2x/bnx2x-e2-7.13.1.0.fw

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-----  
Driver: bnx2 - Broadcom NetXtremII

File: bnx2/bnx2-mips-06-4.6.16.fw  
File: bnx2/bnx2-mips-06-5.0.0.j3.fw  
File: bnx2/bnx2-mips-06-5.0.0.j6.fw  
File: bnx2/bnx2-mips-06-6.0.15.fw  
File: bnx2/bnx2-mips-06-6.2.1.fw  
File: bnx2/bnx2-mips-06-6.2.3.fw

File: bnx2/bnx2-mips-09-4.6.17.fw  
File: bnx2/bnx2-mips-09-5.0.0.j3.fw  
File: bnx2/bnx2-mips-09-5.0.0.j9.fw  
File: bnx2/bnx2-mips-09-5.0.0.j15.fw  
File: bnx2/bnx2-mips-09-6.0.17.fw  
File: bnx2/bnx2-mips-09-6.2.1.fw  
File: bnx2/bnx2-mips-09-6.2.1a.fw  
File: bnx2/bnx2-mips-09-6.2.1b.fw  
File: bnx2/bnx2-rv2p-06-4.6.16.fw  
File: bnx2/bnx2-rv2p-06-5.0.0.j3.fw  
File: bnx2/bnx2-rv2p-06-6.0.15.fw  
File: bnx2/bnx2-rv2p-09-4.6.15.fw  
File: bnx2/bnx2-rv2p-09-5.0.0.j3.fw  
File: bnx2/bnx2-rv2p-09-5.0.0.j10.fw  
File: bnx2/bnx2-rv2p-09-6.0.17.fw  
File: bnx2/bnx2-rv2p-09ax-5.0.0.j3.fw  
File: bnx2/bnx2-rv2p-09ax-5.0.0.j10.fw  
File: bnx2/bnx2-rv2p-09ax-6.0.17.fw

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-----  
Driver: netxen\_nic - NetXen Multi port (1/10) Gigabit Ethernet NIC

File: phanfw.bin  
Version: 4.0.590

Licence: Redistributable. See LICENCE.phanfw for details.

Available from [http://ldriver.qlogic.com/firmware/netxen\\_nic/new/](http://ldriver.qlogic.com/firmware/netxen_nic/new/)

-----  
Driver: dvb-ttpci -- AV7110 cards

File: av7110/bootcode.bin  
Source: av7110/Boot.S  
Source: av7110/Makefile

Licence: GPLv2 or later. See GPL-2 and GPL-3 for details.

ARM assembly source code from <https://linuxtv.org/downloads/firmware/Boot.S>

-----

Driver: snd-wavefront - ISA WaveFront sound card

File: yamaha/yss225\_registers.bin

Licence: Allegedly GPLv2+, but no source visible.

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-----  
Driver: rt61pci - Ralink RT2561, RT2561S, RT2661 wireless MACs

File: rt2561.bin

File: rt2561s.bin

File: rt2661.bin

Licence: Redistributable. See LICENCE.ralink-firmware.txt for details

Downloaded from <http://www.ralinktech.com/ralink/Home/Support/Linux.html>

-----  
Driver: rt73usb - Ralink RT2571W, RT2671 wireless MACs

File: rt73.bin

Licence: Redistributable. See LICENCE.ralink-firmware.txt for details

Downloaded from <http://www.ralinktech.com/ralink/Home/Support/Linux.html>

-----  
Driver: mt7601u - MediaTek MT7601U Wireless MACs

File: mt7601u.bin

Version: 34

Licence: Redistributable. See LICENCE.ralink\_a\_mediatek\_company\_firmware for details

Downloaded from <http://www.mediatek.com/en/downloads/>

-----  
Driver: rt2800pci - Ralink RT2860, RT2890, RT3090, RT3290, RT5390 wireless MACs

File: rt2860.bin

Version: 40

File: rt3290.bin

Version: 37

Licence: Redistributable. See LICENCE.ralink-firmware.txt for details

Binary file supplied originally by Shiang Tu, latest  
from <http://www.mediatek.com/en/downloads1/downloads/>

---

Driver: rt2860sta - Ralink RT3090 wireless MACs

Link: rt3090.bin -> rt2860.bin

Licence: Redistributable. See LICENCE.ralink-firmware.txt for details

---

Driver: rt2800usb - Ralink RT2870, RT3070, RT3071, RT3072, RT5370 wireless MACs

File: rt2870.bin

Version: 36

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Binary file supplied originally by Shiang Tu, latest  
from <http://www.mediatek.com/en/downloads1/downloads/>

---

Driver: rt2870sta - Ralink RT2870, RT3070, RT3071 wireless MACs

Link: rt3070.bin -> rt2870.bin

File: rt3071.bin

Licence: Redistributable. See LICENCE.ralink-firmware.txt for details

rt3071.bin is a copy of bytes 4096-8191 of rt2870.bin for compatibility.

---

Driver: usbdux/usbduxfast/usbduxsigma - usbdux data acquisition cards

File: usbdux\_firmware.bin

File: usbduxfast\_firmware.bin

File: usbduxsigma\_firmware.bin

Source: usbdux/

Licence: GPLv2. See GPL-2 for details.

Provided from the author, Bernd Porr

---

Driver: xc4000 - Xceive 4000 Tuner driver

File: dvb-fe-xc4000-1.4.1.fw

Version: 1.4.1

Licence: Redistributable. See LICENCE.xc4000 for details

-----  
Driver: xc5000 - Xceive 5000 Tuner driver

File: dvb-fe-xc5000-1.6.114.fw

Version: 1.6.114

File: dvb-fe-xc5000c-4.1.30.7.fw

Version: 4.1.30.7

Licence: Redistributable. See LICENCE.xc5000 and LICENCE.xc5000c for details

-----  
Driver: dib0700 - DiBcom dib0700 USB DVB bridge driver

File: dvb-usb-dib0700-1.20.fw

Version: 1.20

Licence: Redistributable. See LICENSE.dib0700 for details

-----  
Driver: ath3k - DFU Driver for Atheros bluetooth chipset AR3011

File: ath3k-1.fw

Version: 1.0

Fix EEPROM radio table issue and change PID to 3005

Licence: Redistributable. See LICENCE.atheros\_firmware for details

-----  
Driver: mga - Matrox G200/G400/G550

File: matrox/g200\_warp.fw

File: matrox/g400\_warp.fw

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Found in hex form in kernel source.

-----  
Driver: r128 - ATI Rage 128

File: r128/r128\_cce.bin

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-----  
Driver: radeon - ATI Radeon

File: radeon/R100\_cp.bin

File: radeon/R200\_cp.bin

File: radeon/R300\_cp.bin

File: radeon/R420\_cp.bin

File: radeon/RS600\_cp.bin

File: radeon/RS690\_cp.bin

File: radeon/R520\_cp.bin

File: radeon/R600\_pfp.bin  
File: radeon/R600\_me.bin  
File: radeon/RV610\_pfp.bin  
File: radeon/RV610\_me.bin  
File: radeon/RV630\_pfp.bin  
File: radeon/RV630\_me.bin  
File: radeon/RV620\_pfp.bin  
File: radeon/RV620\_me.bin  
File: radeon/RV635\_pfp.bin  
File: radeon/RV635\_me.bin  
File: radeon/RV670\_pfp.bin  
File: radeon/RV670\_me.bin  
File: radeon/RS780\_pfp.bin  
File: radeon/RS780\_me.bin  
File: radeon/RV770\_pfp.bin  
File: radeon/RV770\_me.bin  
File: radeon/RV730\_pfp.bin  
File: radeon/RV730\_me.bin  
File: radeon/RV710\_pfp.bin  
File: radeon/RV710\_me.bin

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Found in hex form in kernel source.

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Driver: radeon - ATI Radeon

File: radeon/R600\_rlc.bin

File: radeon/R600\_uvd.bin

File: radeon/RS780\_uvd.bin



File: radeon/R700\_rlc.bin  
File: radeon/RV710\_uvd.bin  
File: radeon/RV710\_smc.bin  
File: radeon/RV730\_smc.bin  
File: radeon/RV740\_smc.bin  
File: radeon/RV770\_smc.bin  
File: radeon/RV770\_uvd.bin  
File: radeon/CEDAR\_me.bin  
File: radeon/CEDAR\_pfp.bin  
File: radeon/CEDAR\_rlc.bin  
File: radeon/CEDAR\_smc.bin  
File: radeon/CYPRESS\_me.bin  
File: radeon/CYPRESS\_pfp.bin  
File: radeon/CYPRESS\_rlc.bin  
File: radeon/CYPRESS\_uvd.bin  
File: radeon/CYPRESS\_smc.bin  
File: radeon/JUNIPER\_me.bin  
File: radeon/JUNIPER\_pfp.bin  
File: radeon/JUNIPER\_rlc.bin  
File: radeon/JUNIPER\_smc.bin  
File: radeon/REDWOOD\_me.bin  
File: radeon/REDWOOD\_pfp.bin  
File: radeon/REDWOOD\_rlc.bin  
File: radeon/REDWOOD\_smc.bin  
File: radeon/PALM\_me.bin  
File: radeon/PALM\_pfp.bin  
File: radeon/SUMO\_rlc.bin  
File: radeon/SUMO\_uvd.bin  
File: radeon/BARTS\_mc.bin  
File: radeon/BARTS\_me.bin  
File: radeon/BARTS\_pfp.bin  
File: radeon/BARTS\_smc.bin  
File: radeon/BTC\_rlc.bin  
File: radeon/CAICOS\_mc.bin  
File: radeon/CAICOS\_me.bin  
File: radeon/CAICOS\_pfp.bin  
File: radeon/CAICOS\_smc.bin  
File: radeon/TURKS\_mc.bin  
File: radeon/TURKS\_me.bin  
File: radeon/TURKS\_pfp.bin  
File: radeon/TURKS\_smc.bin  
File: radeon/CAYMAN\_mc.bin  
File: radeon/CAYMAN\_me.bin  
File: radeon/CAYMAN\_pfp.bin  
File: radeon/CAYMAN\_rlc.bin  
File: radeon/CAYMAN\_smc.bin  
File: radeon/SUMO\_pfp.bin  
File: radeon/SUMO\_me.bin  
File: radeon/SUMO2\_pfp.bin  
File: radeon/SUMO2\_me.bin  
File: radeon/ARUBA\_me.bin  
File: radeon/ARUBA\_pfp.bin  
File: radeon/ARUBA\_rlc.bin  
File: radeon/PITCAIRN\_ce.bin

File: radeon/PITCAIRN\_mc.bin  
File: radeon/PITCAIRN\_mc2.bin  
File: radeon/PITCAIRN\_me.bin  
File: radeon/PITCAIRN\_pfp.bin  
File: radeon/PITCAIRN\_rlc.bin  
File: radeon/PITCAIRN\_smc.bin  
File: radeon/TAHITI\_ce.bin  
File: radeon/TAHITI\_mc.bin  
File: radeon/TAHITI\_mc2.bin  
File: radeon/TAHITI\_me.bin  
File: radeon/TAHITI\_pfp.bin  
File: radeon/TAHITI\_rlc.bin  
File: radeon/TAHITI\_uvd.bin  
File: radeon/TAHITI\_smc.bin  
File: radeon/TAHITI\_vce.bin  
File: radeon/VERDE\_ce.bin  
File: radeon/VERDE\_mc.bin  
File: radeon/VERDE\_mc2.bin  
File: radeon/VERDE\_me.bin  
File: radeon/VERDE\_pfp.bin  
File: radeon/VERDE\_rlc.bin  
File: radeon/VERDE\_smc.bin  
File: radeon/OLAND\_ce.bin  
File: radeon/OLAND\_mc.bin  
File: radeon/OLAND\_mc2.bin  
File: radeon/OLAND\_me.bin  
File: radeon/OLAND\_pfp.bin  
File: radeon/OLAND\_rlc.bin  
File: radeon/OLAND\_smc.bin  
File: radeon/HAINAN\_ce.bin  
File: radeon/HAINAN\_mc.bin  
File: radeon/HAINAN\_mc2.bin  
File: radeon/HAINAN\_me.bin  
File: radeon/HAINAN\_pfp.bin  
File: radeon/HAINAN\_rlc.bin  
File: radeon/HAINAN\_smc.bin  
File: radeon/BONAIRE\_ce.bin  
File: radeon/BONAIRE\_mc.bin  
File: radeon/BONAIRE\_mc2.bin  
File: radeon/BONAIRE\_me.bin  
File: radeon/BONAIRE\_mec.bin  
File: radeon/BONAIRE\_pfp.bin  
File: radeon/BONAIRE\_rlc.bin  
File: radeon/BONAIRE\_sdma.bin  
File: radeon/BONAIRE\_uvd.bin  
File: radeon/BONAIRE\_smc.bin  
File: radeon/BONAIRE\_vce.bin  
File: radeon/KABINI\_ce.bin  
File: radeon/KABINI\_me.bin  
File: radeon/KABINI\_mec.bin  
File: radeon/KABINI\_pfp.bin  
File: radeon/KABINI\_rlc.bin  
File: radeon/KABINI\_sdma.bin  
File: radeon/KAVERI\_ce.bin

File: radeon/KAVERI\_me.bin  
File: radeon/KAVERI\_mec.bin  
File: radeon/KAVERI\_pfp.bin  
File: radeon/KAVERI\_rlc.bin  
File: radeon/KAVERI\_sdma.bin  
File: radeon/HAWAII\_ce.bin  
File: radeon/HAWAII\_mc.bin  
File: radeon/HAWAII\_mc2.bin  
File: radeon/HAWAII\_me.bin  
File: radeon/HAWAII\_mec.bin  
File: radeon/HAWAII\_pfp.bin  
File: radeon/HAWAII\_rlc.bin  
File: radeon/HAWAII\_sdma.bin  
File: radeon/HAWAII\_smc.bin  
File: radeon/MULLINS\_ce.bin  
File: radeon/MULLINS\_me.bin  
File: radeon/MULLINS\_mec.bin  
File: radeon/MULLINS\_pfp.bin  
File: radeon/MULLINS\_rlc.bin  
File: radeon/MULLINS\_sdma.bin  
File: radeon/pitcairn\_ce.bin  
File: radeon/pitcairn\_k\_smc.bin  
File: radeon/pitcairn\_mc.bin  
File: radeon/pitcairn\_me.bin  
File: radeon/pitcairn\_pfp.bin  
File: radeon/pitcairn\_rlc.bin  
File: radeon/pitcairn\_smc.bin  
File: radeon/tahiti\_ce.bin  
File: radeon/tahiti\_k\_smc.bin  
File: radeon/tahiti\_mc.bin  
File: radeon/tahiti\_me.bin  
File: radeon/tahiti\_pfp.bin  
File: radeon/tahiti\_rlc.bin  
File: radeon/tahiti\_smc.bin  
File: radeon/verde\_ce.bin  
File: radeon/verde\_k\_smc.bin  
File: radeon/verde\_mc.bin  
File: radeon/verde\_me.bin  
File: radeon/verde\_pfp.bin  
File: radeon/verde\_rlc.bin  
File: radeon/verde\_smc.bin  
File: radeon/oland\_ce.bin  
File: radeon/oland\_k\_smc.bin  
File: radeon/oland\_mc.bin  
File: radeon/oland\_me.bin  
File: radeon/oland\_pfp.bin  
File: radeon/oland\_rlc.bin  
File: radeon/oland\_smc.bin  
File: radeon/hainan\_ce.bin  
File: radeon/hainan\_k\_smc.bin  
File: radeon/hainan\_mc.bin  
File: radeon/hainan\_me.bin  
File: radeon/hainan\_pfp.bin  
File: radeon/hainan\_rlc.bin

File: radeon/hainan\_smc.bin  
File: radeon/bonaire\_ce.bin  
File: radeon/bonaire\_k\_smc.bin  
File: radeon/bonaire\_mc.bin  
File: radeon/bonaire\_me.bin  
File: radeon/bonaire\_mec.bin  
File: radeon/bonaire\_pfp.bin  
File: radeon/bonaire\_rlc.bin  
File: radeon/bonaire\_sdma.bin  
File: radeon/bonaire\_sdma1.bin  
File: radeon/bonaire\_smc.bin  
File: radeon/bonaire\_uvd.bin  
File: radeon/bonaire\_vce.bin  
File: radeon/kabini\_ce.bin  
File: radeon/kabini\_me.bin  
File: radeon/kabini\_mec.bin  
File: radeon/kabini\_pfp.bin  
File: radeon/kabini\_rlc.bin  
File: radeon/kabini\_sdma.bin  
File: radeon/kabini\_sdma1.bin  
File: radeon/kabini\_uvd.bin  
File: radeon/kabini\_vce.bin  
File: radeon/kaveri\_ce.bin  
File: radeon/kaveri\_me.bin  
File: radeon/kaveri\_mec.bin  
File: radeon/kaveri\_mec2.bin  
File: radeon/kaveri\_pfp.bin  
File: radeon/kaveri\_rlc.bin  
File: radeon/kaveri\_sdma.bin  
File: radeon/kaveri\_sdma1.bin  
File: radeon/kaveri\_uvd.bin  
File: radeon/kaveri\_vce.bin  
File: radeon/hawaii\_ce.bin  
File: radeon/hawaii\_k\_smc.bin  
File: radeon/hawaii\_mc.bin  
File: radeon/hawaii\_me.bin  
File: radeon/hawaii\_mec.bin  
File: radeon/hawaii\_pfp.bin  
File: radeon/hawaii\_rlc.bin  
File: radeon/hawaii\_sdma.bin  
File: radeon/hawaii\_sdma1.bin  
File: radeon/hawaii\_smc.bin  
File: radeon/hawaii\_uvd.bin  
File: radeon/hawaii\_vce.bin  
File: radeon/mullins\_ce.bin  
File: radeon/mullins\_me.bin  
File: radeon/mullins\_mec.bin  
File: radeon/mullins\_pfp.bin  
File: radeon/mullins\_rlc.bin  
File: radeon/mullins\_sdma.bin  
File: radeon/mullins\_sdma1.bin  
File: radeon/mullins\_uvd.bin  
File: radeon/mullins\_vce.bin  
File: radeon/banks\_k\_2\_smc.bin

File: radeon/si58\_mc.bin

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Driver: amdgpu - AMD Radeon

File: amdgpu/tahiti\_ce.bin

File: amdgpu/tahiti\_k\_smc.bin

File: amdgpu/tahiti\_mc.bin

File: amdgpu/tahiti\_me.bin

File: amdgpu/tahiti\_pfp.bin

File: amdgpu/tahiti\_rlc.bin

File: amdgpu/tahiti\_smc.bin

File: amdgpu/pitcairn\_ce.bin

File: amdgpu/pitcairn\_k\_smc.bin

File: amdgpu/pitcairn\_mc.bin

File: amdgpu/pitcairn\_me.bin

File: amdgpu/pitcairn\_pfp.bin

File: amdgpu/pitcairn\_rlc.bin

File: amdgpu/pitcairn\_smc.bin

File: amdgpu/verde\_ce.bin

File: amdgpu/verde\_k\_smc.bin

File: amdgpu/verde\_mc.bin

File: amdgpu/verde\_me.bin

File: amdgpu/verde\_pfp.bin

File: amdgpu/verde\_rlc.bin

File: amdgpu/verde\_smc.bin

File: amdgpu/hainan\_ce.bin

File: amdgpu/hainan\_k\_smc.bin

File: amdgpu/hainan\_mc.bin

File: amdgpu/hainan\_me.bin

File: amdgpu/hainan\_pfp.bin

File: amdgpu/hainan\_rlc.bin

File: amdgpu/hainan\_smc.bin

File: amdgpu/oland\_ce.bin

File: amdgpu/oland\_k\_smc.bin

File: amdgpu/oland\_mc.bin

File: amdgpu/oland\_me.bin

File: amdgpu/oland\_pfp.bin

File: amdgpu/oland\_rlc.bin

File: amdgpu/oland\_smc.bin

File: amdgpu/si58\_mc.bin

File: amdgpu/banks\_k\_2\_smc.bin

File: amdgpu/bonaire\_ce.bin

File: amdgpu/bonaire\_k\_smc.bin

File: amdgpu/bonaire\_mc.bin

File: amdgpu/bonaire\_me.bin

File: amdgpu/bonaire\_mec.bin

File: amdgpu/bonaire\_pfp.bin

File: amdgpu/bonaire\_rlc.bin

File: amdgpu/bonaire\_sdma.bin

File: amdgpu/bonaire\_sdma1.bin

File: amdgpu/bonaire\_smc.bin  
File: amdgpu/bonaire\_uvd.bin  
File: amdgpu/bonaire\_vce.bin  
File: amdgpu/hawaii\_ce.bin  
File: amdgpu/hawaii\_k\_smc.bin  
File: amdgpu/hawaii\_mc.bin  
File: amdgpu/hawaii\_me.bin  
File: amdgpu/hawaii\_mec.bin  
File: amdgpu/hawaii\_pfp.bin  
File: amdgpu/hawaii\_rlc.bin  
File: amdgpu/hawaii\_sdma.bin  
File: amdgpu/hawaii\_sdma1.bin  
File: amdgpu/hawaii\_smc.bin  
File: amdgpu/hawaii\_uvd.bin  
File: amdgpu/hawaii\_vce.bin  
File: amdgpu/kabini\_ce.bin  
File: amdgpu/kabini\_me.bin  
File: amdgpu/kabini\_mec.bin  
File: amdgpu/kabini\_pfp.bin  
File: amdgpu/kabini\_rlc.bin  
File: amdgpu/kabini\_sdma.bin  
File: amdgpu/kabini\_sdma1.bin  
File: amdgpu/kabini\_uvd.bin  
File: amdgpu/kabini\_vce.bin  
File: amdgpu/mullins\_ce.bin  
File: amdgpu/mullins\_me.bin  
File: amdgpu/mullins\_mec.bin  
File: amdgpu/mullins\_pfp.bin  
File: amdgpu/mullins\_rlc.bin  
File: amdgpu/mullins\_sdma.bin  
File: amdgpu/mullins\_sdma1.bin  
File: amdgpu/mullins\_uvd.bin  
File: amdgpu/mullins\_vce.bin  
File: amdgpu/kaveri\_ce.bin  
File: amdgpu/kaveri\_me.bin  
File: amdgpu/kaveri\_mec.bin  
File: amdgpu/kaveri\_mec2.bin  
File: amdgpu/kaveri\_pfp.bin  
File: amdgpu/kaveri\_rlc.bin  
File: amdgpu/kaveri\_sdma.bin  
File: amdgpu/kaveri\_sdma1.bin  
File: amdgpu/kaveri\_uvd.bin  
File: amdgpu/kaveri\_vce.bin  
File: amdgpu/topaz\_ce.bin  
File: amdgpu/topaz\_k\_smc.bin  
File: amdgpu/topaz\_mc.bin  
File: amdgpu/topaz\_me.bin  
File: amdgpu/topaz\_mec2.bin  
File: amdgpu/topaz\_mec.bin  
File: amdgpu/topaz\_pfp.bin  
File: amdgpu/topaz\_rlc.bin  
File: amdgpu/topaz\_sdma1.bin  
File: amdgpu/topaz\_sdma.bin  
File: amdgpu/topaz\_smc.bin

File: amdgpu/tonga\_ce.bin  
File: amdgpu/tonga\_k\_smc.bin  
File: amdgpu/tonga\_mc.bin  
File: amdgpu/tonga\_me.bin  
File: amdgpu/tonga\_mec2.bin  
File: amdgpu/tonga\_mec.bin  
File: amdgpu/tonga\_pfp.bin  
File: amdgpu/tonga\_rlc.bin  
File: amdgpu/tonga\_sdma1.bin  
File: amdgpu/tonga\_sdma.bin  
File: amdgpu/tonga\_smc.bin  
File: amdgpu/tonga\_uvd.bin  
File: amdgpu/tonga\_vce.bin  
File: amdgpu/carrizo\_ce.bin  
File: amdgpu/carrizo\_me.bin  
File: amdgpu/carrizo\_mec2.bin  
File: amdgpu/carrizo\_mec.bin  
File: amdgpu/carrizo\_pfp.bin  
File: amdgpu/carrizo\_rlc.bin  
File: amdgpu/carrizo\_sdma1.bin  
File: amdgpu/carrizo\_sdma.bin  
File: amdgpu/carrizo\_uvd.bin  
File: amdgpu/carrizo\_vce.bin  
File: amdgpu/fiji\_ce.bin  
File: amdgpu/fiji\_mc.bin  
File: amdgpu/fiji\_me.bin  
File: amdgpu/fiji\_mec2.bin  
File: amdgpu/fiji\_mec.bin  
File: amdgpu/fiji\_pfp.bin  
File: amdgpu/fiji\_rlc.bin  
File: amdgpu/fiji\_sdma1.bin  
File: amdgpu/fiji\_sdma.bin  
File: amdgpu/fiji\_smc.bin  
File: amdgpu/fiji\_uvd.bin  
File: amdgpu/fiji\_vce.bin  
File: amdgpu/stoney\_ce.bin  
File: amdgpu/stoney\_me.bin  
File: amdgpu/stoney\_mec.bin  
File: amdgpu/stoney\_pfp.bin  
File: amdgpu/stoney\_rlc.bin  
File: amdgpu/stoney\_sdma.bin  
File: amdgpu/stoney\_uvd.bin  
File: amdgpu/stoney\_vce.bin  
File: amdgpu/polaris10\_ce.bin  
File: amdgpu/polaris10\_ce\_2.bin  
File: amdgpu/polaris10\_mc.bin  
File: amdgpu/polaris10\_me.bin  
File: amdgpu/polaris10\_me\_2.bin  
File: amdgpu/polaris10\_mec2.bin  
File: amdgpu/polaris10\_mec2\_2.bin  
File: amdgpu/polaris10\_mec.bin  
File: amdgpu/polaris10\_mec\_2.bin  
File: amdgpu/polaris10\_pfp.bin  
File: amdgpu/polaris10\_pfp\_2.bin

File: amdgpu/polaris10\_rlc.bin  
File: amdgpu/polaris10\_sdma1.bin  
File: amdgpu/polaris10\_sdma.bin  
File: amdgpu/polaris10\_smc.bin  
File: amdgpu/polaris10\_k\_smc.bin  
File: amdgpu/polaris10\_smc\_sk.bin  
File: amdgpu/polaris10\_uvd.bin  
File: amdgpu/polaris10\_vce.bin  
File: amdgpu/polaris11\_ce.bin  
File: amdgpu/polaris11\_ce\_2.bin  
File: amdgpu/polaris11\_mc.bin  
File: amdgpu/polaris11\_me.bin  
File: amdgpu/polaris11\_me\_2.bin  
File: amdgpu/polaris11\_mec2.bin  
File: amdgpu/polaris11\_mec2\_2.bin  
File: amdgpu/polaris11\_mec.bin  
File: amdgpu/polaris11\_mec\_2.bin  
File: amdgpu/polaris11\_pfp.bin  
File: amdgpu/polaris11\_pfp\_2.bin  
File: amdgpu/polaris11\_rlc.bin  
File: amdgpu/polaris11\_sdma1.bin  
File: amdgpu/polaris11\_sdma.bin  
File: amdgpu/polaris11\_smc.bin  
File: amdgpu/polaris11\_k\_smc.bin  
File: amdgpu/polaris11\_smc\_sk.bin  
File: amdgpu/polaris11\_uvd.bin  
File: amdgpu/polaris11\_vce.bin  
File: amdgpu/polaris12\_ce.bin  
File: amdgpu/polaris12\_ce\_2.bin  
File: amdgpu/polaris12\_mc.bin  
File: amdgpu/polaris12\_me.bin  
File: amdgpu/polaris12\_me\_2.bin  
File: amdgpu/polaris12\_mec2.bin  
File: amdgpu/polaris12\_mec2\_2.bin  
File: amdgpu/polaris12\_mec.bin  
File: amdgpu/polaris12\_mec\_2.bin  
File: amdgpu/polaris12\_pfp.bin  
File: amdgpu/polaris12\_pfp\_2.bin  
File: amdgpu/polaris12\_rlc.bin  
File: amdgpu/polaris12\_sdma.bin  
File: amdgpu/polaris12\_sdma1.bin  
File: amdgpu/polaris12\_smc.bin  
File: amdgpu/polaris12\_uvd.bin  
File: amdgpu/polaris12\_vce.bin  
File: amdgpu/vegam\_ce.bin  
File: amdgpu/vegam\_me.bin  
File: amdgpu/vegam\_mec2.bin  
File: amdgpu/vegam\_mec2\_2.bin  
File: amdgpu/vegam\_pfp.bin  
File: amdgpu/vegam\_rlc.bin  
File: amdgpu/vegam\_sdma.bin  
File: amdgpu/vegam\_sdma1.bin  
File: amdgpu/vegam\_smc.bin  
File: amdgpu/vegam\_uvd.bin



File: amdgpu/vegam\_vce.bin  
File: amdgpu/vega10\_acg\_smc.bin  
File: amdgpu/vega10\_asd.bin  
File: amdgpu/vega10\_ce.bin  
File: amdgpu/vega10\_gpu\_info.bin  
File: amdgpu/vega10\_me.bin  
File: amdgpu/vega10\_mec.bin  
File: amdgpu/vega10\_mec2.bin  
File: amdgpu/vega10\_pfp.bin  
File: amdgpu/vega10\_rlc.bin  
File: amdgpu/vega10\_sdma.bin  
File: amdgpu/vega10\_sdma1.bin  
File: amdgpu/vega10\_smc.bin  
File: amdgpu/vega10\_sos.bin  
File: amdgpu/vega10\_uvd.bin  
File: amdgpu/vega10\_vce.bin  
File: amdgpu/raven\_asd.bin  
File: amdgpu/raven\_ce.bin  
File: amdgpu/raven\_gpu\_info.bin  
File: amdgpu/raven\_me.bin  
File: amdgpu/raven\_mec.bin  
File: amdgpu/raven\_mec2.bin  
File: amdgpu/raven\_pfp.bin  
File: amdgpu/raven\_rlc.bin  
File: amdgpu/raven\_sdma.bin  
File: amdgpu/raven\_vcn.bin

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-----  
Driver: s2255drv

File: f2255usb.bin

Version: 1.2.8

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-----  
Driver: rtl8192e - Realtek 8192 PCI wireless driver

File: RTL8192E/boot.img

File: RTL8192E/data.img

File: RTL8192E/main.img

Licence: Redistributable, provided by Realtek in their driver source download.

-----  
Driver: lgs8gxx - Legend Silicon GB20600 demodulator driver

File: lgs8g75.fw

Licence: Unknown

-----  
Driver: ib\_qib - QLogic Infiniband

File: qllogic/sd7220.fw

Licence:

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Found in hex form in kernel source.

-----  
Driver: qed - QLogic 4xxxx Ethernet Driver Core Module.

File: qed/qed\_init\_values\_zipped-8.4.2.0.bin  
File: qed/qed\_init\_values\_zipped-8.7.3.0.bin  
File: qed/qed\_init\_values\_zipped-8.10.5.0.bin  
File: qed/qed\_init\_values-8.10.9.0.bin  
File: qed/qed\_init\_values\_zipped-8.10.10.0.bin  
File: qed/qed\_init\_values-8.14.6.0.bin  
File: qed/qed\_init\_values\_zipped-8.15.3.0.bin  
File: qed/qed\_init\_values-8.18.9.0.bin  
File: qed/qed\_init\_values\_zipped-8.20.0.0.bin  
File: qed/qed\_init\_values-8.20.0.0.bin  
File: qed/qed\_init\_values-8.30.12.0.bin  
File: qed/qed\_init\_values\_zipped-8.33.1.0.bin  
File: qed/qed\_init\_values\_zipped-8.33.11.0.bin  
File: qed/qed\_init\_values-8.33.12.0.bin  
File: qed/qed\_init\_values\_zipped-8.37.2.0.bin  
File: qed/qed\_init\_values\_zipped-8.37.7.0.bin

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-----  
Driver: ueagle-atm - Driver for USB ADSL Modems based on Eagle IV Chipset

File: ueagle-atm/CMV4p.bin.v2  
File: ueagle-atm/DSP4p.bin  
File: ueagle-atm/eagleIV.fw  
Version: 1.0

Licence: Redistributable. See LICENCE.ueagle-atm4-firmware for details

-----  
Driver: ueagle-atm - Driver for USB ADSL Modems based on Eagle I,II,III

File: ueagle-atm/930-fpga.bin  
File: ueagle-atm/CMVeiWO.bin  
File: ueagle-atm/CMVepFR10.bin  
File: ueagle-atm/DSP9p.bin  
File: ueagle-atm/eagleIII.fw  
File: ueagle-atm/adi930.fw  
File: ueagle-atm/CMVep.bin  
File: ueagle-atm/CMVepFR.bin  
File: ueagle-atm/DSPei.bin  
File: ueagle-atm/CMV9i.bin  
File: ueagle-atm/CMVepES03.bin  
File: ueagle-atm/CMVepIT.bin

File: ueagle-atm/DSPep.bin  
File: ueagle-atm/CMV9p.bin  
File: ueagle-atm/CMVepES.bin  
File: ueagle-atm/CMVepWO.bin  
File: ueagle-atm/eaglel.fw  
File: ueagle-atm/CMVei.bin  
File: ueagle-atm/CMVepFR04.bin  
File: ueagle-atm/DSP9i.bin  
File: ueagle-atm/eaglell.fw  
Version: 1.1

Licence: Redistributable. Based on  
<https://mail.gna.org/public/eagleusb-dev/2004-11/msg00172.html>

-----  
Driver: vxge - Exar X3100 Series 10GbE PCIe I/O Virtualized Server Adapter

File: vxge/X3fw.ncf  
File: vxge/X3fw-pxe.ncf  
Version: 1.8.1

Licence:

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-----  
Driver: brcsmac - Broadcom 802.11n softmac wireless LAN driver.

File: brcm/bcm43xx-0.fw  
File: brcm/bcm43xx\_hdr-0.fw  
Version: 610.812

Licence: Redistributable. See LICENCE.broadcom\_bcm43xx for details.

-----  
Driver: brcmfmac - Broadcom 802.11n fullmac wireless LAN driver.

File: brcm/bcm4329-fullmac-4.bin  
File: brcm/brcmfmac43236b.bin  
File: brcm/brcmfmac4329-sdio.bin  
File: brcm/brcmfmac4330-sdio.bin  
File: brcm/brcmfmac4334-sdio.bin  
File: brcm/brcmfmac4335-sdio.bin  
File: brcm/brcmfmac4339-sdio.bin  
File: brcm/brcmfmac43241b0-sdio.bin  
File: brcm/brcmfmac43241b4-sdio.bin

File: brcm/brcmfmac43241b5-sdio.bin  
File: brcm/brcmfmac43242a.bin  
File: brcm/brcmfmac43143.bin  
File: brcm/brcmfmac43143-sdio.bin  
File: brcm/brcmfmac43430a0-sdio.bin  
File: brcm/brcmfmac43455-sdio.bin  
File: brcm/brcmfmac4350c2-pcie.bin  
File: brcm/brcmfmac4350-pcie.bin  
File: brcm/brcmfmac4356-sdio.bin  
File: brcm/brcmfmac43569.bin  
File: brcm/brcmfmac43570-pcie.bin  
File: brcm/brcmfmac4358-pcie.bin  
File: brcm/brcmfmac43602-pcie.bin  
File: brcm/brcmfmac43602-pcie.ap.bin  
File: brcm/brcmfmac4366b-pcie.bin  
File: brcm/brcmfmac4371-pcie.bin

Licence: Redistributable. See LICENCE.broadcom\_bcm43xx for details.

File: brcm/brcmfmac43340-sdio.bin  
File: brcm/brcmfmac43362-sdio.bin  
File: brcm/brcmfmac43430-sdio.bin  
File: brcm/brcmfmac4354-sdio.bin  
File: brcm/brcmfmac4356-pcie.bin  
File: brcm/brcmfmac4373-sdio.bin  
File: brcm/brcmfmac4373.bin

Licence: Redistributable. See LICENCE.cypress for details.

File: brcm/brcmfmac43430-sdio.AP6212.txt  
File: brcm/brcmfmac43430-sdio.MUR1DX.txt

Licence: GPLv2. See GPL-2 for details.

-----  
Driver: tda7706 - FM radio Highly integrated tuner for AM/FM car-radio

File: TDA7706\_OM\_v2.5.1\_boot.txt  
File: TDA7706\_OM\_v3.0.2\_boot.txt

Licence: Redistributable. See LICENCE.tda7706-firmware.txt for details.  
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-----  
Driver: wl1251 - Texas Instruments 802.11 WLAN driver for WiLink4 chips

File: ti-connectivity/wl1251-fw.bin  
Version: 4.0.4.3.7

File: ti-connectivity/wl1251-nvs.bin

Licence: Redistributable. See LICENCE.wl1251 for details.

The published NVS files are for testing only. Every device needs to have a unique NVS which is properly calibrated for best results.

The driver expects to find the firmwares under a ti-connectivity subdirectory. So if your system looks for firmwares in /lib/firmware, the firmwares for wl12xx chips must be located in /lib/firmware/ti-connectivity/.

-----  
Driver: wl12xx - Texas Instruments 802.11 WLAN driver for WiLink6/7 chips

File: ti-connectivity/wl1271-fw.bin  
Version: 6.1.0.50.350 (STA-only)  
File: ti-connectivity/wl1271-fw-2.bin  
Version: 6.1.5.50.74 (STA-only)  
File: ti-connectivity/wl1271-fw-ap.bin  
Version: 6.2.1.0.54 (AP-only)  
File: ti-connectivity/wl127x-fw-3.bin  
Version: 6.3.0.0.77  
File: ti-connectivity/wl127x-fw-plt-3.bin  
Version: 6.3.0.0.77 (PLT-only)  
File: ti-connectivity/wl127x-fw-4-sr.bin  
Version: 6.3.5.0.98 (Single-role)  
File: ti-connectivity/wl127x-fw-4-mr.bin  
Version: 6.5.2.0.15 (Multi-role)  
File: ti-connectivity/wl127x-fw-4-plt.bin  
Version: 6.3.5.0.98 (PLT-only)  
File: ti-connectivity/wl127x-fw-5-sr.bin  
Version: 6.3.10.0.142 (Single-role)  
File: ti-connectivity/wl127x-fw-5-mr.bin  
Version: 6.5.7.0.50 (Multi-role)  
File: ti-connectivity/wl127x-fw-5-plt.bin  
Version: 6.3.10.0.142 (PLT-only)

File: ti-connectivity/wl128x-fw.bin  
Version: 7.1.5.50.74 (STA-only)  
File: ti-connectivity/wl128x-fw-ap.bin  
Version: 7.2.1.0.54 (AP-only)  
File: ti-connectivity/wl128x-fw-3.bin  
Version: 7.3.0.0.77  
File: ti-connectivity/wl128x-fw-plt-3.bin  
Version: 7.3.0.0.77  
File: ti-connectivity/wl128x-fw-4-sr.bin  
Version: 7.3.5.0.98 (Single-role)  
File: ti-connectivity/wl128x-fw-4-mr.bin  
Version: 7.5.2.0.15 (Multi-role)  
File: ti-connectivity/wl128x-fw-4-plt.bin  
Version: 7.3.5.0.98 (PLT)  
File: ti-connectivity/wl128x-fw-5-sr.bin  
Version: 7.3.10.0.142 (Single-role)  
File: ti-connectivity/wl128x-fw-5-mr.bin  
Version: 7.5.7.0.50 (Multi-role)  
File: ti-connectivity/wl128x-fw-5-plt.bin

Version: 7.3.10.2.142 (PLT-only)

File: ti-connectivity/wl127x-nvs.bin

File: ti-connectivity/wl128x-nvs.bin

Link: ti-connectivity/wl12xx-nvs.bin -> wl127x-nvs.bin

Link: ti-connectivity/wl1271-nvs.bin -> wl127x-nvs.bin

Licence: Redistributable. See LICENCE.ti-connectivity for details.

The NVS file includes two parts:

- radio calibration
- HW configuration parameters (aka. INI values)

The published NVS files are for testing only. Every device needs to have a unique NVS which is properly calibrated for best results. You can find more information about NVS generation for your device here:

<http://wireless.kernel.org/en/users/Drivers/wl12xx/calibrator>

If you're using a wl127x based device, use a symbolic link called wl1271-nvs.bin that links to the wl127x-nvs.bin file. If you are using wl128x, link to wl128x-nvs.bin instead.

The driver expects to find the firmwares under a ti-connectivity subdirectory. So if your system looks for firmwares in /lib/firmware, the firmwares for wl12xx chips must be located in /lib/firmware/ti-connectivity/.

-----  
Driver: wl18xx - Texas Instruments 802.11 WLAN driver for WiLink8 chips

File: ti-connectivity/wl18xx-fw.bin

Version: 8.2.0.0.100

File: ti-connectivity/wl18xx-fw-2.bin

Version: 8.5.0.0.55

File: ti-connectivity/wl18xx-fw-3.bin

Version: 8.8.0.0.13

File: ti-connectivity/wl18xx-fw-4.bin

Version: 8.9.0.0.79

Licence: Redistributable. See LICENCE.ti-connectivity for details.

The driver expects to find the firmwares under a ti-connectivity subdirectory. So if your system looks for firmwares in /lib/firmware, the firmwares for wl18xx chips must be located in /lib/firmware/ti-connectivity/.

-----  
Driver: TI\_ST - Texas Instruments bluetooth driver

File: ti-connectivity/TIInit\_7.2.31.bts

Licence: Redistributable. See LICENCE.ti-connectivity for details.

TlInit\_7.2.31.bts version 7.2.31

In order to use that file copy it to /lib/firmware/ti-connectivity.

-----  
Driver: tlg2300 - Telgent 2300 V4L/DVB driver.

File: tlg2300\_firmware.bin

Licence: Redistributable.

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-----  
Driver: r8712u - Realtek 802.11n WLAN driver for RTL8712U

File: rtlwifi/rtl8712u.bin

Info: From Vendor's rtl8712\_8188\_8191\_8192SU\_usb\_linux\_v7\_0.20100831

Reverted rtl8188C\_8192C\_8192D\_usb\_linux\_v3.4.2\_3727.20120404

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----  
Driver: rtl8192ce - Realtek 802.11n WLAN driver for RTL8192CE

File: rtlwifi/rtl8192cfw.bin

File: rtlwifi/rtl8192cfwU.bin

File: rtlwifi/rtl8192cfwU\_B.bin

Info: From Vendor's realtek/rtlwifi\_linux\_mac80211\_0019.0320.2014V628 driver

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----  
Driver: rtl8192cu - Realtek 802.11n WLAN driver for RTL8192CU

File: rtlwifi/rtl8192cufw.bin

File: rtlwifi/rtl8192cufw\_A.bin

File: rtlwifi/rtl8192cufw\_B.bin

File: rtlwifi/rtl8192cufw\_TMSC.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.



-----  
Driver: rtl8192se - Realtek 802.11n WLAN driver for RTL8192SE

Info: updated from rtl\_92ce\_92se\_92de\_linux\_mac80211\_0004.0816.2011 driver version

File: rtlwifi/rtl8192sefw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.  
-----

Driver: rtl8192de - Realtek 802.11n WLAN driver for RTL8192DE

Info: Updated from Realtek version rtl\_92ce\_92se\_92de\_8723ae\_linux\_mac80211\_0007.0809.2012

File: rtlwifi/rtl8192defw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.  
-----

Driver: rtl8723e - Realtek 802.11n WLAN driver for RTL8723E

Info: Taken from Realtek version rtl\_92ce\_92se\_92de\_8723ae\_linux\_mac80211\_0007.0809.2012

File: rtlwifi/rtl8723fw.bin

File: rtlwifi/rtl8723fw\_B.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.  
-----

Driver: rtl8723be - Realtek 802.11n WLAN driver for RTL8723BE

Info: From Vendor's realtek/rtlwifi\_linux\_mac80211\_0019.0320.2014V628 driver

File: rtlwifi/rtl8723befw.bin

Info: Update to version 36 - Sent by Realtek

File: rtlwifi/rtl8723befw\_36.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.  
-----

Driver: rtl8723de - Realtek 802.11ac WLAN driver for RTL8723DE

Info: Supplied by Vendor at [https://github.com/pkshih/rtlwifi\\_rtl8723de](https://github.com/pkshih/rtlwifi_rtl8723de)

File: rtlwifi/rtl8723defw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.  
-----

Driver: r8723au - Realtek 802.11n WLAN driver for RTL8723AU

Info: Taken from Realtek driver rtl8723A\_WiFi\_linux\_v4.1.3\_6044.20121224

Firmware is embedded in the driver as data statements. This info has been extracted into a binary file.

File: rtlwifi/rtl8723aufw\_A.bin

File: rtlwifi/rtl8723aufw\_B.bin

File: rtlwifi/rtl8723aufw\_B\_NoBT.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----

Driver: rtl8188ee - Realtek 802.11n WLAN driver for RTL8188EE

Info: Taken from Realtek version rtl\_92ce\_92se\_92de\_8723ae\_88ee\_linux\_mac80211\_0010.0109.2013

File: rtlwifi/rtl8188efw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----

Driver: rtl8188eu - Realtek 802.11n WLAN driver for RTL8188EU

Info: Taken from Realtek version RTL8188EUS\_linux\_v4.1.4\_6773.20130222

File: rtlwifi/rtl8188eufw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----

Driver: rtl8821ae - Realtek 802.11n WLAN driver for RTL8821AE

Info: From Vendor's realtek/rtlwifi\_linux\_mac80211\_0019.0320.2014V628 driver

File: rtlwifi/rtl8821aefw.bin

File: rtlwifi/rtl8821aefw\_wowlan.bin

Info: Update to version 29 - Sent by Realtek

File: rtlwifi/rtl8821aefw\_29.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----

Driver: rtl8822be - Realtek 802.11n WLAN driver for RTL8822BE

Info: Sent to Larry Finger by Realtek engineer Ping-Ke Shih

File: rtlwifi/rtl8822befw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

-----

Driver: rtl8192ee - Realtek 802.11n WLAN driver for RTL8192EE

Info: Initial version taken from Realtek version

rtl\_92ce\_92se\_92de\_8723ae\_88ee\_8723be\_92ee\_linux\_mac80211\_0017.1224.2013

Updated Jan. 14, 2015 with file added by Realtek to

[http://github.com/lwfinger/rtlwifi\\_new.git](http://github.com/lwfinger/rtlwifi_new.git).

File: rtlwifi/rtl8192eefw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

---

Driver: rtl8723bs - Realtek 802.11n WLAN driver for RTL8723BS

Info: Firmware files extracted from data statements in Realtek driver v4.3.5.5\_12290.20140916\_BTCOEX20140507-4E40.

File: rtlwifi/rtl8723bs\_bt.bin

File: rtlwifi/rtl8723bs\_nic.bin

File: rtlwifi/rtl8723bs\_ap\_wowlan.bin

File: rtlwifi/rtl8723bs\_wowlan.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

---

Driver: rtl8xxxu - Realtek 802.11n WLAN driver for RTL8XXX USB devices

Info: rtl8723au taken from Realtek driver

rtl8723A\_WiFi\_linux\_v4.1.3\_6044.20121224

Firmware is embedded in the driver as data statements. This info has been extracted into a binary file.

File: rtlwifi/rtl8723aufw\_A.bin

File: rtlwifi/rtl8723aufw\_B.bin

File: rtlwifi/rtl8723aufw\_B\_NoBT.bin

Info: rtl8723bu taken from Realtek driver

rtl8723BU\_WiFi\_linux\_v4.3.16\_14189.20150519\_BTCOEX20150119-5844

Firmware is embedded in the driver as data statements. This info has been extracted into a binary file.

File: rtlwifi/rtl8723bu\_nic.bin

File: rtlwifi/rtl8723bu\_wowlan.bin

File: rtlwifi/rtl8723bu\_ap\_wowlan.bin

Info: rtl8192eu taken from Realtek driver

rtl8192EU\_linux\_v4.3.1.1\_11320.20140505

Firmware is embedded in the driver as data statements. This info has been extracted into a binary file.

File: rtlwifi/rtl8192eu\_nic.bin

File: rtlwifi/rtl8192eu\_wowlan.bin

File: rtlwifi/rtl8192eu\_ap\_wowlan.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

---

Driver: r8169 - RealTek 8169/8168/8101 ethernet driver.

File: rtl\_nic/rtl8168d-1.fw

File: rtl\_nic/rtl8168d-2.fw

File: rtl\_nic/rtl8105e-1.fw  
File: rtl\_nic/rtl8168e-1.fw  
File: rtl\_nic/rtl8168e-2.fw

File: rtl\_nic/rtl8168e-3.fw  
Version: 0.0.4

File: rtl\_nic/rtl8168f-1.fw  
Version: 0.0.5

File: rtl\_nic/rtl8168f-2.fw  
Version: 0.0.4

File: rtl\_nic/rtl8411-1.fw  
Version: 0.0.3

File: rtl\_nic/rtl8411-2.fw  
Version: 0.0.1

File: rtl\_nic/rtl8402-1.fw  
Version: 0.0.1

File: rtl\_nic/rtl8106e-1.fw  
Version: 0.0.1

File: rtl\_nic/rtl8106e-2.fw  
Version: 0.0.1

File: rtl\_nic/rtl8168g-1.fw  
Version: 0.0.3

File: rtl\_nic/rtl8168g-2.fw  
Version: 0.0.1

File: rtl\_nic/rtl8168g-3.fw  
Version: 0.0.1

File: rtl\_nic/rtl8168h-1.fw  
Version: 0.0.2

File: rtl\_nic/rtl8168h-2.fw  
Version: 0.0.2

File: rtl\_nic/rtl8107e-1.fw  
Version: 0.0.2

File: rtl\_nic/rtl8107e-2.fw  
Version: 0.0.2

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-----  
Driver: vt6656 - VIA VT6656 USB wireless driver

File: vntwusb.fw

Licence: Redistributable. See LICENCE.via\_vt6656 for details.  
-----

Driver: DFU Driver for Atheros bluetooth chipset AR3012

File: ar3k/AthrBT\_0x01020001.dfu

File: ar3k/ramps\_0x01020001\_26.dfu

File: ar3k/AthrBT\_0x01020200.dfu

File: ar3k/ramps\_0x01020200\_26.dfu

File: ar3k/ramps\_0x01020200\_40.dfu

File: ar3k/AthrBT\_0x31010000.dfu

File: ar3k/ramps\_0x31010000\_40.dfu

File: ar3k/AthrBT\_0x11020000.dfu

File: ar3k/ramps\_0x11020000\_40.dfu

File: ar3k/ramps\_0x01020201\_26.dfu

File: ar3k/ramps\_0x01020201\_40.dfu

File: ar3k/AthrBT\_0x41020000.dfu

File: ar3k/ramps\_0x41020000\_40.dfu

File: ar3k/AthrBT\_0x11020100.dfu

File: ar3k/ramps\_0x11020100\_40.dfu

File: ar3k/AthrBT\_0x31010100.dfu

File: ar3k/ramps\_0x31010100\_40.dfu

Licence: Redistributable. See LICENCE.atheros\_firmware for details  
-----

Driver: DFU Driver for Atheros bluetooth chipset AR3012

File: ar3k/AthrBT\_0x01020201.dfu

File: ar3k/1020201coex/ramps\_0x01020201\_26\_HighPriority.dfu

Licence: Redistributable. See LICENSE.QualcommAtheros\_ar3k for details  
-----

Driver:Atheros AR300x UART HCI Bluetooth Chip driver

File: ar3k/1020201/PS\_ASIC.pst

File: ar3k/1020201/RamPatch.txt

File: ar3k/1020200/ar3kbdaddr.pst

File: ar3k/1020200/PS\_ASIC.pst

File: ar3k/1020200/RamPatch.txt

File: ar3k/30101/ar3kbdaddr.pst

File: ar3k/30101/PS\_ASIC.pst

File: ar3k/30101/RamPatch.txt  
File: ar3k/30000/ar3kbdaddr.pst  
File: ar3k/30000/PS\_ASIC.pst  
File: ar3k/30000/RamPatch.txt

Licence: Redistributable. See LICENCE.atheros\_firmware for details

---

Driver: ath6kl - Atheros support for AR6003

File: ath6k/AR6004/hw1.3/fw-3.bin  
File: ath6k/AR6004/hw1.3/bdata.bin  
File: ath6k/AR6004/hw1.2/fw-2.bin  
File: ath6k/AR6004/hw1.2/bdata.bin  
File: ath6k/AR6003/hw1.0/otp.bin.z77  
File: ath6k/AR6003/hw1.0/bdata.SD31.bin  
File: ath6k/AR6003/hw1.0/bdata.SD32.bin  
File: ath6k/AR6003/hw1.0/data.patch.bin  
File: ath6k/AR6003/hw1.0/bdata.WB31.bin  
File: ath6k/AR6003/hw1.0/athwlan.bin.z77  
File: ath6k/AR6003/hw2.1.1/fw-2.bin  
File: ath6k/AR6003/hw2.1.1/fw-3.bin  
File: ath6k/AR6003/hw2.1.1/otp.bin  
File: ath6k/AR6003/hw2.1.1/athwlan.bin  
File: ath6k/AR6003/hw2.1.1/endpointping.bin  
File: ath6k/AR6003/hw2.1.1/bdata.SD31.bin  
File: ath6k/AR6003/hw2.1.1/bdata.SD32.bin  
File: ath6k/AR6003/hw2.1.1/data.patch.bin  
File: ath6k/AR6003/hw2.1.1/bdata.WB31.bin  
File: ath6k/AR6003/hw2.0/otp.bin.z77  
File: ath6k/AR6003/hw2.0/bdata.SD31.bin  
File: ath6k/AR6003/hw2.0/bdata.SD32.bin  
File: ath6k/AR6003/hw2.0/data.patch.bin  
File: ath6k/AR6003/hw2.0/bdata.WB31.bin  
File: ath6k/AR6003/hw2.0/athwlan.bin.z77  
File: ath6k/AR6002/eeprom.data  
File: ath6k/AR6002/eeprom.bin  
File: ath6k/AR6002/athwlan.bin.z77  
File: ath6k/AR6002/data.patch.hw2\_0.bin

Licence: Redistributable. See LICENCE.atheros\_firmware for details

---

Driver: ath10k - Qualcomm Atheros support for QCA988x family of chips

File: ath10k/QCA988X/hw2.0/board.bin  
File: ath10k/QCA988X/hw2.0/firmware-4.bin  
Version: 10.2.4.45  
Licence: ath10k/QCA988X/hw2.0/notice\_ath10k\_firmware-4.txt  
File: ath10k/QCA988X/hw2.0/firmware-5.bin  
Version: 10.2.4-1.0-00037  
Licence: ath10k/QCA988X/hw2.0/notice\_ath10k\_firmware-5.txt

File: ath10k/QCA6174/hw2.1/board.bin  
File: ath10k/QCA6174/hw2.1/board-2.bin  
File: ath10k/QCA6174/hw2.1/firmware-5.bin  
Version: SW\_RM.1.1.1-00157-QCARMSWPZ-1  
Licence: ath10k/QCA6174/hw2.1/notice\_ath10k\_firmware-5.txt  
File: ath10k/QCA6174/hw3.0/board.bin  
File: ath10k/QCA6174/hw3.0/board-2.bin  
File: ath10k/QCA6174/hw3.0/firmware-4.bin  
Version: WLAN.RM.2.0-00180-QCARMSWPZ-1  
Licence: ath10k/QCA6174/hw3.0/notice\_ath10k\_firmware-4.txt  
File: ath10k/QCA6174/hw3.0/firmware-6.bin  
Version: WLAN.RM.4.4.1-00079-QCARMSWPZ-1  
Licence: ath10k/QCA6174/hw3.0/notice\_ath10k\_firmware-6.txt  
File: ath10k/QCA9377/hw1.0/board.bin  
File: ath10k/QCA9377/hw1.0/board-2.bin  
File: ath10k/QCA9377/hw1.0/firmware-5.bin  
Version: WLAN.TF.1.0-00002-QCATFSWPZ-5  
Licence: ath10k/QCA9377/hw1.0/notice\_ath10k\_firmware-5.txt  
File: ath10k/QCA99X0/hw2.0/board.bin  
File: ath10k/QCA99X0/hw2.0/firmware-5.bin  
Version: 10.4.1.00030-1  
Licence: ath10k/QCA99X0/hw2.0/notice\_ath10k\_firmware-5.txt  
File: ath10k/QCA4019/hw1.0/board-2.bin  
File: ath10k/QCA4019/hw1.0/firmware-5.bin  
Version: 10.4-3.5.3-00053  
Licence: ath10k/QCA4019/hw1.0/notice\_ath10k\_firmware-5.txt  
File: ath10k/QCA9887/hw1.0/board.bin  
File: ath10k/QCA9887/hw1.0/firmware-5.bin  
Version: 10.2.4-1.0-00037  
Licence: ath10k/QCA9887/hw1.0/notice\_ath10k\_firmware-5.txt  
File: ath10k/QCA9888/hw2.0/board-2.bin  
File: ath10k/QCA9888/hw2.0/firmware-5.bin  
Version: 10.4-3.5.3-00053  
Licence: ath10k/QCA9888/hw2.0/notice\_ath10k\_firmware-5.txt  
File: ath10k/QCA9984/hw1.0/board-2.bin  
File: ath10k/QCA9984/hw1.0/firmware-5.bin  
Version: 10.4-3.5.3-00053  
Licence: ath10k/QCA9984/hw1.0/notice\_ath10k\_firmware-5.txt

Licence: Redistributable. See LICENSE.QualcommAtheros\_ath10k for details

-----  
Driver: myri10ge - Myri10GE 10GbE NIC driver

File: myri10ge\_eth\_z8e.dat  
File: myri10ge\_ethp\_z8e.dat  
File: myri10ge\_rss\_eth\_z8e.dat  
File: myri10ge\_rss\_ethp\_z8e.dat  
File: myri10ge\_eth\_big\_z8e.dat  
File: myri10ge\_ethp\_big\_z8e.dat  
File: myri10ge\_rss\_eth\_big\_z8e.dat  
File: myri10ge\_rss\_ethp\_big\_z8e.dat  
Version: 1.4.57

License: Redistributable. See LICENCE.myri10ge\_firmware for details.

-----  
Driver: ath6kl - Atheros support for AR6003 WiFi-Bluetooth combo module

File: ath6k/AR6003.1/hw2.1.1/athwlan.bin  
File: ath6k/AR6003.1/hw2.1.1/bdata.SD31.bin  
File: ath6k/AR6003.1/hw2.1.1/bdata.SD32.bin  
File: ath6k/AR6003.1/hw2.1.1/bdata.WB31.bin  
File: ath6k/AR6003.1/hw2.1.1/data.patch.bin  
File: ath6k/AR6003.1/hw2.1.1/endpointping.bin  
File: ath6k/AR6003.1/hw2.1.1/otp.bin

License: Redistributable. See LICENCE.atheros\_firmware for details

-----  
Driver: ath6kl - Atheros support for AR3001 WiFi-Bluetooth combo module

File: ar3k/30101coex/ar3kbdaddr.pst  
File: ar3k/30101coex/PS\_ASIC\_aclLowPri.pst  
File: ar3k/30101coex/PS\_ASIC\_aclHighPri.pst  
File: ar3k/30101coex/PS\_ASIC.pst  
File: ar3k/30101coex/RamPatch.txt

License: Redistributable. See LICENCE.atheros\_firmware for details

-----  
Driver: drxk - Micronas DRX-K demodulator driver

File: dvb-usb-terratec-h5-drxk.fw

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-----  
Driver: ene-ub6250 -- ENE UB6250 SD card reader driver

File: ene-ub6250/sd\_init1.bin  
File: ene-ub6250/sd\_init2.bin  
File: ene-ub6250/sd\_rdwr.bin  
File: ene-ub6250/ms\_init.bin



File: ene-ub6250/msp\_rdwr.bin

File: ene-ub6250/ms\_rdwr.bin

Licence: Redistributable. See LICENCE.ene\_firmware for details.

---

Driver: isci -- Intel C600 SAS controller driver

File: isci/isci\_firmware.bin

Source: isci/

Licence: GPLv2. See GPL-2 for details.

---

Driver: ar5523 -- Atheros AR5523 based USB Wifi dongles

File: ar5523.bin

Licence: Redistributable. See LICENCE.atheros\_firmware for details

---

Driver: s5p-mfc - Samsung MFC video encoder/decoder driver

File: s5p-mfc.fw

File: s5p-mfc-v6.fw

File: s5p-mfc-v6-v2.fw

File: s5p-mfc-v7.fw

File: s5p-mfc-v8.fw

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---

Driver: carl9170 -- Atheros AR9170 802.11 draft-n USB driver

File: carl9170-1.fw

Version: 1.9.6

Source: carl9170fw/

Downloaded from <http://linuxwireless.org/en/users/Drivers/carl9170>

Licence: GPLv2. Some build scripts use the New BSD (3-clause) licence.. See GPL-2 for details.

-----  
Driver: snd-hda-codec-ca0132 - Creative Sound Core3D codec

File: ctefx.bin

File: ctspeq.bin

Licence: Redistributable. See LICENCE.ca0132 for details

Found also in alsa-firmware package.  
-----

Driver: btusb - Bluetooth USB driver

File: intel/ibt-hw-37.7.bseq

Version: 1316.02.00

File: intel/ibt-hw-37.7.10-fw-1.80.2.3.d.bseq

Version: BT\_WilkinsPeak\_B3\_REL\_87\_0001

File: intel/ibt-hw-37.7.10-fw-1.0.2.3.d.bseq

Version: BT\_WilkinsPeak\_B3\_REL\_87\_0001

File: intel/ibt-hw-37.7.10-fw-1.80.1.2d.d.bseq

Version: BT\_WilkinsPeak\_B5\_REL\_42\_0001

File: intel/ibt-hw-37.7.10-fw-1.0.1.2d.d.bseq

Version: BT\_WilkinsPeak\_B5\_REL\_42\_0001

File: intel/ibt-hw-37.8.bseq

Version: 1339\_02.00

File: intel/ibt-hw-37.8.10-fw-1.10.2.27.d.bseq

Version: BT\_StonePeak\_C0\_REL\_59\_0001

File: intel/ibt-hw-37.8.10-fw-1.10.3.11.e.bseq

Version: BT\_StonePeak\_D0\_REL\_50\_0002

File: intel/ibt-hw-37.8.10-fw-22.50.19.14.f.bseq

Version: BT\_StonePeak\_D1\_REL\_52\_00005

File: intel/ibt-11-5.ddc

Version: LnP/SfP\_REL0487

File: intel/ibt-11-5.sfi

Version: BT\_LightningPeak\_REL0487

File: intel/ibt-12-16.ddc

Version: BT\_WindStormPeak\_REL0244

File: intel/ibt-12-16.sfi

Version: BT\_WindStormPeak\_REL0244

File: intel/ibt-17-16-1.sfi

Version: BT\_JeffersonPeak\_B0\_B0\_REL0329

File: intel/ibt-17-16-1.ddc

Version: BT\_JeffersonPeak\_B0\_B0\_REL0329

File: intel/ibt-17-2.sfi

Version: BT\_JeffersonPeak\_B0\_B0\_REL0329

File: intel/ibt-17-2.ddc

Version: BT\_JeffersonPeak\_B0\_B0\_REL0329

File: intel/ibt-17-0-1.sfi

Version: BT\_JeffersonPeak\_A0\_B0\_REL0201

File: intel/ibt-17-0-1.ddc

Version: BT\_JeffersonPeak\_A0\_B0\_REL0201

File: intel/ibt-17-1.sfi  
Version: BT\_JeffersonPeak\_A0\_B0\_REL0201  
File: intel/ibt-17-1.ddc  
Version: BT\_JeffersonPeak\_A0\_B0\_REL0201  
File: intel/ibt-18-16-1.sfi  
Version: BT\_ThunderPeak\_B0\_B0\_REL0329  
File: intel/ibt-18-16-1.ddc  
Version: BT\_ThunderPeak\_B0\_B0\_REL0329  
File: intel/ibt-18-2.sfi  
Version: BT\_ThunderPeak\_B0\_B0\_REL0329  
File: intel/ibt-18-2.ddc  
Version: BT\_ThunderPeak\_B0\_B0\_REL0329  
File: intel/ibt-18-0-1.sfi  
Version: BT\_ThunderPeak\_A0\_B0\_REL0201  
File: intel/ibt-18-0-1.ddc  
Version: BT\_ThunderPeak\_A0\_B0\_REL0201  
File: intel/ibt-18-1.sfi  
Version: BT\_ThunderPeak\_A0\_B0\_REL0201  
File: intel/ibt-18-1.ddc  
Version: BT\_ThunderPeak\_A0\_B0\_REL0201

Licence: Redistributable. See LICENCE.ibt\_firmware for details

File: rtl\_bt/rtl8192ee\_fw.bin  
File: rtl\_bt/rtl8192eu\_fw.bin  
File: rtl\_bt/rtl8723a\_fw.bin  
File: rtl\_bt/rtl8723b\_fw.bin  
File: rtl\_bt/rtl8761a\_fw.bin  
File: rtl\_bt/rtl8812ae\_fw.bin  
File: rtl\_bt/rtl8821a\_fw.bin  
File: rtl\_bt/rtl8822b\_fw.bin  
File: rtl\_bt/rtl8822b\_config.bin  
File: rtl\_bt/rtl8723d\_fw.bin  
File: rtl\_bt/rtl8723d\_config.bin  
File: rtl\_bt/rtl8821c\_fw.bin  
File: rtl\_bt/rtl8821c\_config.bin  
File: rtl\_bt/rtl8822cu\_fw.bin

Licence: Redistributable. See LICENCE.rtlwifi\_firmware.txt for details.

Found in vendor driver, linux\_bt\_usb\_2.11.20140423\_8723be.rar  
From [https://github.com/troy-tan/driver\\_store](https://github.com/troy-tan/driver_store)  
Files rtl\_bt/rtl8822b\_\* came directly from Realtek. These files are updated on April 14, 2017.  
Files rtl\_bt/rtl8821c\_\* and rtl\_bt/rtl8723d\_\* came directly from Realtek.  
File rtl\_bt/rtl8822cu\_fw.bin came directly from Realtek.

-----  
Driver: btmtk\_usb - Bluetooth USB driver

File: mt7650.bin

Licence: Redistributable. See LICENCE.ralink\_a\_mediatek\_company\_firmware for details

-----  
Driver: rp2 -- Control RocketPort 2 serial driver

File: rp2.fw

Licence: Redistributable.

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-----  
Driver: go7007

File: go7007/s2250-1.fw

File: go7007/s2250-2.fw

Link: s2250.fw -> go7007/s2250-2.fw

Link: s2250\_loader.fw -> go7007/s2250-1.fw

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File: go7007/go7007fw.bin

File: go7007/go7007tv.bin

File: go7007/lr192.fw

File: go7007/px-m402u.fw

File: go7007/px-tv402u.fw

File: go7007/wis-startrek.fw

Licence: Redistributable. See LICENCE.go7007 for details

-----  
Driver: microcode\_amd - AMD CPU Microcode Update Driver for Linux

File: amd-ucode/microcode\_amd.bin

Version: 2013-07-10

File: amd-ucode/microcode\_amd\_fam15h.bin

Version: 2018-05-24

File: amd-ucode/microcode\_amd\_fam16h.bin

Version: 2014-10-28

File: amd-ucode/microcode\_amd\_fam17h.bin

Version: 2018-05-15

License: Redistributable. See LICENSE.amd-ucode for details

---

Driver: mxu11x0 - MOXA UPort 11x0 USB Serial hub driver

File: moxa/moxa-1110.fw

File: moxa/moxa-1130.fw

File: moxa/moxa-1131.fw

File: moxa/moxa-1150.fw

File: moxa/moxa-1151.fw

License: Redistributable. See LICENCE.moxa for details

---

Driver: mxuport - MOXA UPort USB Serial hub driver

File: moxa/moxa-1250.fw

File: moxa/moxa-1251.fw

File: moxa/moxa-1410.fw

File: moxa/moxa-1450.fw

File: moxa/moxa-1451.fw

File: moxa/moxa-1613.fw

File: moxa/moxa-1618.fw

File: moxa/moxa-1653.fw

File: moxa/moxa-1658.fw

License: Redistributable. See LICENCE.moxa for details

---

Driver: cw1200 - ST-E CW1100/CW1200 WLAN driver

File: wsm\_22.bin

Version: WSM395

Licence: Redistributable. See LICENCE.cw1200 for details.

File: sdd\_sagrad\_1091\_1098.bin

License:

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(Please note that the actual device firmware is separately licensed)

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Driver: BFA/BNA - QLogic BR-series Adapter FC/FCOE drivers

File: cbfw-3.2.1.1.bin  
File: ctfw-3.2.1.1.bin  
File: ct2fw-3.2.1.1.bin  
File: cbfw-3.2.3.0.bin  
File: ctfw-3.2.3.0.bin  
File: ct2fw-3.2.3.0.bin  
File: cbfw-3.2.5.1.bin  
File: ctfw-3.2.5.1.bin  
File: ct2fw-3.2.5.1.bin

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-----  
Driver: qat - Intel(R) QAT crypto accelerator

File: qat\_895xcc.bin  
File: qat\_895xcc\_mmp.bin  
File: qat\_c3xxx.bin  
File: qat\_c3xxx\_mmp.bin  
File: qat\_c62x.bin  
File: qat\_c62x\_mmp.bin  
Link: qat\_mmp.bin -> qat\_895xcc\_mmp.bin

Licence: Redistributable. See LICENCE.qat\_firmware for details  
-----

Driver: rsi -- Redpine Signals Inc 91x driver

File: rsi\_91x.fw

File: rsi/rs9113\_wlan\_qspi.rps

Version: 1.6.1

File: rsi/rs9113\_wlan\_bt\_dual\_mode.rps

Version: 1.6.1

File: rsi/rs9113\_ap\_bt\_dual\_mode.rps

Version: 1.6.1

Licence:

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-----  
Driver: xhci-rcar -- Renesas R-Car Gen2/3 USB 3.0 host controller driver

File: r8a779x\_usb3\_v1.dlmem

File: r8a779x\_usb3\_v2.dlmem

File: r8a779x\_usb3\_v3.dlmem

Licence: Redistributable. See LICENCE.r8a779x\_usb3 for details.

-----  
Driver: snd\_soc\_sst\_acpi

File: intel/fw\_sst\_0f28.bin-48kHz\_i2s\_master

License: Redistributable. See LICENCE.fw\_sst\_0f28 for details

-----  
Driver: as102 - Abilis Systems Single DVB-T Receiver

File: as102\_data1\_st.hex

File: as102\_data2\_st.hex

License: Redistributable. See LICENCE.Abilis for details

-----  
Driver: it9135 -- ITEtech IT913x DVB-T USB driver

File: dvb-usb-it9135-01.fw

File: dvb-usb-it9135-02.fw

Licence: Redistributable. See LICENCE.it913x for details

---

Driver: snd\_soc\_sst\_acpi

File: intel/IntcSST2.bin

Version: 8.4.1.77

License: Redistributable. See LICENCE.IntcSST2 for details

---

Driver: snd\_intel\_sst\_core

File: intel/fw\_sst\_0f28.bin

File: intel/fw\_sst\_0f28\_ssp0.bin

License: Redistributable. See LICENCE.fw\_sst\_0f28 for details

---

Driver: snd\_intel\_sst\_core

File: intel/fw\_sst\_22a8.bin

Version: 01.0B.02.02

License: Redistributable. See LICENCE.fw\_sst\_0f28 for details

---

Driver: snd-soc-skl

File: intel/dsp\_fw\_release\_v969.bin

Version: 8.20.00.969

File: intel/dsp\_fw\_release\_v3402.bin

Version: 9.21.00.3402\_161

Link: intel/dsp\_fw\_release.bin -> intel/dsp\_fw\_release\_v3402.bin

License: Redistributable. See LICENCE.adsp\_sst for details

File: intel/dsp\_fw\_bxtv\_v2219.bin

Version: 9.22.01.2219\_64

File: intel/dsp\_fw\_bxtv\_v3366.bin

Version: 9.22.01.3366\_157

Link: intel/dsp\_fw\_bxtv.bin -> intel/dsp\_fw\_bxtv\_v3366.bin

License: Redistributable. See LICENCE.adsp\_sst for details

File: intel/dsp\_fw\_kbl\_v701.bin

Version: 9.21.00.701

File: intel/dsp\_fw\_kbl\_v1037.bin



Version: 09.21.00.1037

File: intel/dsp\_fw\_kbl\_v2042.bin

Version: 9.21.00.2042\_46

File: intel/dsp\_fw\_kbl\_v2630.bin

Version: 9.21.00.2630\_97

File: intel/dsp\_fw\_kbl\_v3266.bin

Version: 9.21.00.3266\_144

File: intel/dsp\_fw\_kbl\_v3420.bin

Version: 9.21.00.3420\_163

File: intel/dsp\_fw\_kbl\_v3402.bin

Version: 9.21.00.3402\_161

Link: intel/dsp\_fw\_kbl.bin -> dsp\_fw\_kbl\_v3402.bin

License: Redistributable. See LICENCE.adsp\_sst for details

File: intel/dsp\_fw\_glk\_v1814.bin

Version: 9.92.01.1814

File: intel/dsp\_fw\_glk\_v2880.bin

Version: 9.22.00.2880

File: intel/dsp\_fw\_glk\_v2768.bin

Version: 9.22.01.2768

File: intel/dsp\_fw\_glk\_v3366.bin

Version: 9.22.01.3366\_157

Link: intel/dsp\_fw\_glk.bin -> dsp\_fw\_glk\_v3366.bin

File: intel/dsp\_fw\_cnl\_v1191.bin

Version: 10.00.00.1191

File: intel/dsp\_fw\_cnl.bin

Link: intel/dsp\_fw\_cnl.bin -> intel/dsp\_fw\_cnl\_v1191.bin

License: Redistributable. See LICENCE.adsp\_sst for details

-----  
Driver: smsmdtv - Siano MDTV Core module

File: cmmb\_vega\_12mhz.inp

File: cmmb\_venice\_12mhz.inp

File: dvb\_nova\_12mhz.inp

File: dvb\_nova\_12mhz\_b0.inp

File: isdbt\_nova\_12mhz.inp

File: isdbt\_nova\_12mhz\_b0.inp

File: isdbt\_rio.inp

File: sms1xxx-hcw-55xxx-dvbt-02.fw

File: sms1xxx-hcw-55xxx-isdbt-02.fw

File: sms1xxx-nova-a-dvbt-01.fw

File: sms1xxx-nova-b-dvbt-01.fw

File: sms1xxx-stellar-dvbt-01.fw

File: tdmb\_nova\_12mhz.inp

Licence: Redistributable. See LICENCE.siano for details  
-----

Driver: xhci-tegra -- NVIDIA Tegra XHCI driver

File: nvidia/tegra124/xusb.bin

Version: v45.46

File: nvidia/tegra210/xusb.bin

Version: v50.10

Licence: Redistributable. See LICENCE.nvidia for details

---

Driver: tegra-vic -- NVIDIA Tegra VIC driver

File: nvidia/tegra124/vic03\_ucose.bin

File: nvidia/tegra210/vic04\_ucose.bin

File: nvidia/tegra186/vic04\_ucose.bin

Licence: Redistributable. See LICENCE.nvidia for details

---

Driver: atusb - ATUSB IEEE 802.15.4 transceiver driver

File: atusb/atusb-0.2.dfu

Version: 0.2

File: atusb/atusb-0.3.dfu

Version: 0.3

File: atusb/rzusb-0.3.bin

Version: 0.3

Info: atusb/ChangeLog

Licence: GPLv2 or later. See GPL-2 and GPL-3 for details.

---

Driver: qca - Qualcomm Atheros Bluetooth support for QCA61x4 chips

File: qca/nvm\_usb\_00000201.bin

File: qca/nvm\_usb\_00000200.bin

File: qca/nvm\_usb\_00000300.bin

File: qca/nvm\_usb\_00000302.bin

File: qca/nvm\_00130300.bin

File: qca/nvm\_00130302.bin

File: qca/rampatch\_usb\_00000200.bin

File: qca/rampatch\_usb\_00000201.bin

File: qca/rampatch\_usb\_00000300.bin

File: qca/rampatch\_usb\_00000302.bin

File: qca/rampatch\_00130300.bin

File: qca/rampatch\_00130302.bin

Licence: Redistributable. See LICENSE.QualcommAtheros\_ath10k and qca/NOTICE.txt for details

---

Driver: liquidio -- Cavium LiquidIO driver

File: liquidio/lio\_23xx\_nic.bin

Version: v1.7.2

File: liquidio/lio\_23xx\_vsw.bin

Version: v1.7.2

File: liquidio/lio\_210nv\_nic.bin

Version: v1.7.2

File: liquidio/lio\_210sv\_nic.bin

Version: v1.7.2

File: liquidio/lio\_410nv\_nic.bin

Version: v1.7.2

Licence: Redistributable. See LICENCE.cavium for details

-----

Driver: nitrox -- Cavium CNN55XX crypto driver

File: cavium/cnn55xx\_se.fw

Version: v07

Licence: Redistributable. See LICENCE.cavium for details

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Driver: i915 -- Intel Integrated Graphics driver

File: i915/skl\_dmc\_ver1\_23.bin

File: i915/skl\_dmc\_ver1\_26.bin

File: i915/skl\_dmc\_ver1\_27.bin

File: i915/skl\_dmc\_ver1.bin

Version: DMC API/ABI ver 1 - release 27 for Skylake

File: i915/bxt\_dmc\_ver1\_07.bin

File: i915/bxt\_dmc\_ver1.bin

Version: DMC API/ABI ver 1 - release 07 for Broxton

File: i915/kbl\_dmc\_ver1\_01.bin

File: i915/kbl\_dmc\_ver1.bin

Version: DMC API/ABI ver 1 - release 01 for Kabylake

File: i915/kbl\_dmc\_ver1\_04.bin

File: i915/kbl\_dmc\_ver1\_04.bin

Version: DMC API/ABI ver 1 - release 04 for Kabylake

File: i915/skl\_guc\_ver1.bin

Version: Guc API/ABI ver 1 - release 1059 for Skylake

File: i915/skl\_guc\_ver4.bin  
Version: Guc API/ABI ver 4 - release 3 for Skylake

File: i915/skl\_guc\_ver6\_1.bin  
File: i915/skl\_guc\_ver6.bin  
Version: Guc API/ABI ver 6 - release 1 for Skylake

File: i915/skl\_guc\_ver9\_33.bin  
Version: Guc API/ABI ver 9 - release 33 for Skylake

File: i915/skl\_huc\_ver01\_07\_1398.bin  
Version: HuC API/ABI ver 1 - release 7 for Skylake

File: i915/bxt\_huc\_ver01\_07\_1398.bin  
Version: HuC API/APB ver 1 - release 7 for Broxton

File: i915/kbl\_huc\_ver02\_00\_1810.bin  
Version: HuC API/APB ver 2 - for Kabylake

File: i915/bxt\_guc\_ver8\_7.bin  
Version: Guc API/APB ver 8 - release 7 for Broxton

File: i915/bxt\_guc\_ver9\_29.bin  
Version: Guc API/APB ver 9 - release 29 for Broxton

File: i915/kbl\_guc\_ver9\_14.bin  
Version: Guc API/APB ver 9 release 14 for Kabylake

File: i915/kbl\_guc\_ver9\_39.bin  
Version: Guc API/APB ver 9 release 39 for Kabylake

File: i915/glk\_dmc\_ver1\_04.bin  
Version: DMC API/ABI ver 1 - release 04 for Geminilake

File: i915/cnl\_dmc\_ver1\_06.bin  
Version: DMC API/ABI ver 1 - release 06 for Cannonlake

File: i915/cnl\_dmc\_ver1\_07.bin  
Version: DMC API/ABI ver 1 - release 07 for Cannonlake  
License: Redistributable. See LICENSE.i915 for details

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Driver: nouveau - NVIDIA GPU driver

File: nvidia/gk20a/fecs\_data.bin  
File: nvidia/gk20a/fecs\_inst.bin  
File: nvidia/gk20a/gpccs\_data.bin  
File: nvidia/gk20a/gpccs\_inst.bin  
File: nvidia/gk20a/sw\_bundle\_init.bin  
File: nvidia/gk20a/sw\_ctx.bin  
File: nvidia/gk20a/sw\_method\_init.bin  
File: nvidia/gk20a/sw\_nonctx.bin  
File: nvidia/gm200/acr/bl.bin

File: nvidia/gm200/acr/ucode\_load.bin  
File: nvidia/gm200/acr/ucode\_unload.bin  
File: nvidia/gm200/gr/fecs\_bl.bin  
File: nvidia/gm200/gr/fecs\_data.bin  
File: nvidia/gm200/gr/fecs\_inst.bin  
File: nvidia/gm200/gr/fecs\_sig.bin  
File: nvidia/gm200/gr/gpccs\_bl.bin  
File: nvidia/gm200/gr/gpccs\_data.bin  
File: nvidia/gm200/gr/gpccs\_inst.bin  
File: nvidia/gm200/gr/gpccs\_sig.bin  
File: nvidia/gm200/gr/sw\_bundle\_init.bin  
File: nvidia/gm200/gr/sw\_ctx.bin  
File: nvidia/gm200/gr/sw\_method\_init.bin  
File: nvidia/gm200/gr/sw\_nonctx.bin  
File: nvidia/gm204/acr/bl.bin  
File: nvidia/gm204/acr/ucode\_load.bin  
File: nvidia/gm204/acr/ucode\_unload.bin  
File: nvidia/gm204/gr/fecs\_bl.bin  
File: nvidia/gm204/gr/fecs\_data.bin  
File: nvidia/gm204/gr/fecs\_inst.bin  
File: nvidia/gm204/gr/fecs\_sig.bin  
File: nvidia/gm204/gr/gpccs\_bl.bin  
File: nvidia/gm204/gr/gpccs\_data.bin  
File: nvidia/gm204/gr/gpccs\_inst.bin  
File: nvidia/gm204/gr/gpccs\_sig.bin  
File: nvidia/gm204/gr/sw\_bundle\_init.bin  
File: nvidia/gm204/gr/sw\_ctx.bin  
File: nvidia/gm204/gr/sw\_method\_init.bin  
File: nvidia/gm204/gr/sw\_nonctx.bin  
File: nvidia/gm206/acr/bl.bin  
File: nvidia/gm206/acr/ucode\_load.bin  
File: nvidia/gm206/acr/ucode\_unload.bin  
File: nvidia/gm206/gr/fecs\_bl.bin  
File: nvidia/gm206/gr/fecs\_data.bin  
File: nvidia/gm206/gr/fecs\_inst.bin  
File: nvidia/gm206/gr/fecs\_sig.bin  
File: nvidia/gm206/gr/gpccs\_bl.bin  
File: nvidia/gm206/gr/gpccs\_data.bin  
File: nvidia/gm206/gr/gpccs\_inst.bin  
File: nvidia/gm206/gr/gpccs\_sig.bin  
File: nvidia/gm206/gr/sw\_bundle\_init.bin  
File: nvidia/gm206/gr/sw\_ctx.bin  
File: nvidia/gm206/gr/sw\_method\_init.bin  
File: nvidia/gm206/gr/sw\_nonctx.bin  
File: nvidia/gm20b/acr/bl.bin  
File: nvidia/gm20b/acr/ucode\_load.bin  
File: nvidia/gm20b/gr/fecs\_bl.bin  
File: nvidia/gm20b/gr/fecs\_data.bin  
File: nvidia/gm20b/gr/fecs\_inst.bin  
File: nvidia/gm20b/gr/fecs\_sig.bin  
File: nvidia/gm20b/gr/gpccs\_data.bin  
File: nvidia/gm20b/gr/gpccs\_inst.bin  
File: nvidia/gm20b/gr/sw\_bundle\_init.bin  
File: nvidia/gm20b/gr/sw\_ctx.bin

File: nvidia/gm20b/gr/sw\_method\_init.bin  
File: nvidia/gm20b/gr/sw\_nonctx.bin  
File: nvidia/gm20b/pmu/desc.bin  
File: nvidia/gm20b/pmu/image.bin  
File: nvidia/gm20b/pmu/sig.bin  
File: nvidia/gp100/acr/bl.bin  
File: nvidia/gp100/acr/ucode\_load.bin  
File: nvidia/gp100/acr/ucode\_unload.bin  
File: nvidia/gp100/gr/fecs\_bl.bin  
File: nvidia/gp100/gr/fecs\_data.bin  
File: nvidia/gp100/gr/fecs\_inst.bin  
File: nvidia/gp100/gr/fecs\_sig.bin  
File: nvidia/gp100/gr/gpccs\_bl.bin  
File: nvidia/gp100/gr/gpccs\_data.bin  
File: nvidia/gp100/gr/gpccs\_inst.bin  
File: nvidia/gp100/gr/gpccs\_sig.bin  
File: nvidia/gp100/gr/sw\_bundle\_init.bin  
File: nvidia/gp100/gr/sw\_ctx.bin  
File: nvidia/gp100/gr/sw\_method\_init.bin  
File: nvidia/gp100/gr/sw\_nonctx.bin  
File: nvidia/gp102/acr/bl.bin  
File: nvidia/gp102/acr/ucode\_load.bin  
File: nvidia/gp102/acr/ucode\_unload.bin  
File: nvidia/gp102/acr/unload\_bl.bin  
File: nvidia/gp102/gr/fecs\_bl.bin  
File: nvidia/gp102/gr/fecs\_data.bin  
File: nvidia/gp102/gr/fecs\_inst.bin  
File: nvidia/gp102/gr/fecs\_sig.bin  
File: nvidia/gp102/gr/gpccs\_bl.bin  
File: nvidia/gp102/gr/gpccs\_data.bin  
File: nvidia/gp102/gr/gpccs\_inst.bin  
File: nvidia/gp102/gr/gpccs\_sig.bin  
File: nvidia/gp102/gr/sw\_bundle\_init.bin  
File: nvidia/gp102/gr/sw\_ctx.bin  
File: nvidia/gp102/gr/sw\_method\_init.bin  
File: nvidia/gp102/gr/sw\_nonctx.bin  
File: nvidia/gp102/nvdec/scrubber.bin  
File: nvidia/gp102/sec2/desc.bin  
File: nvidia/gp102/sec2/image.bin  
File: nvidia/gp102/sec2/sig.bin  
File: nvidia/gp104/acr/bl.bin  
File: nvidia/gp104/acr/ucode\_load.bin  
File: nvidia/gp104/acr/ucode\_unload.bin  
File: nvidia/gp104/acr/unload\_bl.bin  
File: nvidia/gp104/gr/fecs\_bl.bin  
File: nvidia/gp104/gr/fecs\_data.bin  
File: nvidia/gp104/gr/fecs\_inst.bin  
File: nvidia/gp104/gr/fecs\_sig.bin  
File: nvidia/gp104/gr/gpccs\_bl.bin  
File: nvidia/gp104/gr/gpccs\_data.bin  
File: nvidia/gp104/gr/gpccs\_inst.bin  
File: nvidia/gp104/gr/gpccs\_sig.bin  
File: nvidia/gp104/gr/sw\_bundle\_init.bin  
File: nvidia/gp104/gr/sw\_ctx.bin

File: nvidia/gp104/gr/sw\_method\_init.bin  
File: nvidia/gp104/gr/sw\_nonctx.bin  
File: nvidia/gp104/nvdec/scrubber.bin  
File: nvidia/gp104/sec2/desc.bin  
File: nvidia/gp104/sec2/image.bin  
File: nvidia/gp104/sec2/sig.bin  
File: nvidia/gp106/acr/bl.bin  
File: nvidia/gp106/acr/ucode\_load.bin  
File: nvidia/gp106/acr/ucode\_unload.bin  
File: nvidia/gp106/acr/unload\_bl.bin  
File: nvidia/gp106/gr/fecs\_bl.bin  
File: nvidia/gp106/gr/fecs\_data.bin  
File: nvidia/gp106/gr/fecs\_inst.bin  
File: nvidia/gp106/gr/fecs\_sig.bin  
File: nvidia/gp106/gr/gpccs\_bl.bin  
File: nvidia/gp106/gr/gpccs\_data.bin  
File: nvidia/gp106/gr/gpccs\_inst.bin  
File: nvidia/gp106/gr/gpccs\_sig.bin  
File: nvidia/gp106/gr/sw\_bundle\_init.bin  
File: nvidia/gp106/gr/sw\_ctx.bin  
File: nvidia/gp106/gr/sw\_method\_init.bin  
File: nvidia/gp106/gr/sw\_nonctx.bin  
File: nvidia/gp106/nvdec/scrubber.bin  
File: nvidia/gp106/sec2/desc.bin  
File: nvidia/gp106/sec2/image.bin  
File: nvidia/gp106/sec2/sig.bin  
File: nvidia/gp107/acr/bl.bin  
File: nvidia/gp107/acr/ucode\_load.bin  
File: nvidia/gp107/acr/ucode\_unload.bin  
File: nvidia/gp107/acr/unload\_bl.bin  
File: nvidia/gp107/gr/fecs\_bl.bin  
File: nvidia/gp107/gr/fecs\_data.bin  
File: nvidia/gp107/gr/fecs\_inst.bin  
File: nvidia/gp107/gr/fecs\_sig.bin  
File: nvidia/gp107/gr/gpccs\_bl.bin  
File: nvidia/gp107/gr/gpccs\_data.bin  
File: nvidia/gp107/gr/gpccs\_inst.bin  
File: nvidia/gp107/gr/gpccs\_sig.bin  
File: nvidia/gp107/gr/sw\_bundle\_init.bin  
File: nvidia/gp107/gr/sw\_ctx.bin  
File: nvidia/gp107/gr/sw\_method\_init.bin  
File: nvidia/gp107/gr/sw\_nonctx.bin  
File: nvidia/gp107/nvdec/scrubber.bin  
File: nvidia/gp107/sec2/desc.bin  
File: nvidia/gp107/sec2/image.bin  
File: nvidia/gp107/sec2/sig.bin  
File: nvidia/gp10b/acr/bl.bin  
File: nvidia/gp10b/acr/ucode\_load.bin  
File: nvidia/gp10b/gr/fecs\_bl.bin  
File: nvidia/gp10b/gr/fecs\_data.bin  
File: nvidia/gp10b/gr/fecs\_inst.bin  
File: nvidia/gp10b/gr/fecs\_sig.bin  
File: nvidia/gp10b/gr/gpccs\_bl.bin  
File: nvidia/gp10b/gr/gpccs\_data.bin

File: nvidia/gp10b/gr/gpccs\_inst.bin  
File: nvidia/gp10b/gr/gpccs\_sig.bin  
File: nvidia/gp10b/gr/sw\_bundle\_init.bin  
File: nvidia/gp10b/gr/sw\_ctx.bin  
File: nvidia/gp10b/gr/sw\_method\_init.bin  
File: nvidia/gp10b/gr/sw\_nonctx.bin  
File: nvidia/gp10b/pmu/desc.bin  
File: nvidia/gp10b/pmu/image.bin  
File: nvidia/gp10b/pmu/sig.bin  
File: nvidia/gp108/acr/bl.bin  
File: nvidia/gp108/acr/ucode\_load.bin  
File: nvidia/gp108/acr/ucode\_unload.bin  
File: nvidia/gp108/acr/unload\_bl.bin  
File: nvidia/gp108/gr/fecs\_bl.bin  
File: nvidia/gp108/gr/fecs\_data.bin  
File: nvidia/gp108/gr/fecs\_inst.bin  
File: nvidia/gp108/gr/fecs\_sig.bin  
File: nvidia/gp108/gr/gpccs\_bl.bin  
File: nvidia/gp108/gr/gpccs\_data.bin  
File: nvidia/gp108/gr/gpccs\_inst.bin  
File: nvidia/gp108/gr/gpccs\_sig.bin  
File: nvidia/gp108/gr/sw\_bundle\_init.bin  
File: nvidia/gp108/gr/sw\_ctx.bin  
File: nvidia/gp108/gr/sw\_method\_init.bin  
File: nvidia/gp108/gr/sw\_nonctx.bin  
File: nvidia/gp108/nvdec/scrubber.bin  
File: nvidia/gp108/sec2/desc.bin  
File: nvidia/gp108/sec2/image.bin  
File: nvidia/gp108/sec2/sig.bin

Licence: Redistributable. See LICENCE.nvidia for details

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Driver: wilc1000 - Atmel 802.11n WLAN driver for WILC1000

File: atmel/wilc1000\_fw.bin  
File: atmel/wilc1000\_ap\_fw.bin  
File: atmel/wilc1000\_p2p\_fw.bin  
File: atmel/wilc1000\_wifi\_firmware.bin

License: Redistributable. See LICENSE.atmel for details

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Driver: hfi1 - Intel OPA Gen 1 adapter

File: hfi1\_dc8051.fw  
Version: 1.26.1  
File: hfi1\_fabric.fw  
Version: 0x1055  
File: hfi1\_pcie.fw  
Version: 0x4755



File: hfi1\_sbus.fw  
Version: 0x10130001

Licence: Redistributable. See LICENSE.hfi1\_firmware for details

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Driver: knav\_qmss\_queue - TI Keystone 2 QMSS driver

File: ti-keystone/ks2\_qmss\_pdsp\_acc48\_k2\_le\_1\_0\_0\_9.bin

Licence: Redistributable. See LICENSE.ti-keystone for details.

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Driver: mwlwifi - Marvell mac80211 driver for 80211ac cards.

File: mwlwifi/88W8864.bin

Version: 7.2.8.6

File: mwlwifi/88W8897.bin

Version: 8.2.0.10

Licence: Redistributable. See LICENSE.Marvell for details.

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Driver: mtk-vpu - Mediatek VPU video processing unit driver

File: vpu\_d.bin

File: vpu\_p.bin

Licence: Redistributable.

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Driver: btmtk - MediaTek Bluetooth Driver

File: mediatek/mt7622pr2h.bin

Version: 20180621204904

Licence: Redistributable. See LICENSE.mediatek for details.

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Driver: rk3399-dptx - ROCKCHIP rk3399 dptx firmware

File: rockchip/dptx.bin

Version: 3.1

Licence: Redistributable. See LICENCE.rockchip for details.

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Driver: mt76x0 - MediaTek MT76x0u Wireless MACs

File: mediatek/mt7610u.bin

Version: 2.6

Licence: Redistributable. See LICENCE.mediatek for details.

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Driver: mt76x2e - MediaTek MT76x2 Wireless MACs

File: mt7662.bin

Version: 1.9

File: mt7662\_rom\_patch.bin

Version: 0.0.2\_P69

Licence: Redistributable. See LICENCE.ralink\_a\_mediatek\_company\_firmware for details

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Driver: mt76x2u - MediaTek MT76x2u Wireless MACs

File: mediatek/mt7662u.bin

Version: 1.5

File: mediatek/mt7662u\_rom\_patch.bin

Version: 0.0.2\_P48

Licence: Redistributable. See LICENCE.mediatek for details.

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Driver: nfp - Netronome Flow Processor

Link: netronome/nic\_AMDA0081-0001\_1x40.nffw -> nic/nic\_AMDA0081-0001\_1x40.nffw

Link: netronome/nic\_AMDA0097-0001\_2x40.nffw -> nic/nic\_AMDA0097-0001\_2x40.nffw

Link: netronome/nic\_AMDA0099-0001\_2x10.nffw -> nic/nic\_AMDA0099-0001\_2x10.nffw

Link: netronome/nic\_AMDA0081-0001\_4x10.nffw -> nic/nic\_AMDA0081-0001\_4x10.nffw

Link: netronome/nic\_AMDA0097-0001\_4x10\_1x40.nffw -> nic/nic\_AMDA0097-0001\_4x10\_1x40.nffw

Link: netronome/nic\_AMDA0099-0001\_1x10\_1x25.nffw -> nic/nic\_AMDA0099-0001\_1x10\_1x25.nffw

Link: netronome/nic\_AMDA0099-0001\_2x25.nffw -> nic/nic\_AMDA0099-0001\_2x25.nffw

Link: netronome/nic\_AMDA0096-0001\_2x10.nffw -> nic/nic\_AMDA0096-0001\_2x10.nffw

Link: netronome/nic\_AMDA0097-0001\_8x10.nffw -> nic/nic\_AMDA0097-0001\_8x10.nffw

Link: netronome/nic\_AMDA0058-0011\_2x40.nffw -> nic/nic\_AMDA0058-0011\_2x40.nffw  
Link: netronome/nic\_AMDA0058-0012\_2x40.nffw -> nic/nic\_AMDA0058-0012\_2x40.nffw  
Link: netronome/nic\_AMDA0078-0011\_1x100.nffw -> nic/nic\_AMDA0078-0011\_1x100.nffw  
File: netronome/nic/nic\_AMDA0081-0001\_1x40.nffw  
File: netronome/nic/nic\_AMDA0097-0001\_2x40.nffw  
File: netronome/nic/nic\_AMDA0099-0001\_2x10.nffw  
File: netronome/nic/nic\_AMDA0081-0001\_4x10.nffw  
File: netronome/nic/nic\_AMDA0097-0001\_4x10\_1x40.nffw  
File: netronome/nic/nic\_AMDA0099-0001\_1x10\_1x25.nffw  
File: netronome/nic/nic\_AMDA0099-0001\_2x25.nffw  
File: netronome/nic/nic\_AMDA0096-0001\_2x10.nffw  
File: netronome/nic/nic\_AMDA0097-0001\_8x10.nffw  
File: netronome/nic/nic\_AMDA0058-0011\_2x40.nffw  
File: netronome/nic/nic\_AMDA0058-0012\_2x40.nffw  
File: netronome/nic/nic\_AMDA0078-0011\_1x100.nffw

Version: v2.0.7

File: netronome/flower/nic\_AMDA0099.nffw  
File: netronome/flower/nic\_AMDA0096.nffw  
File: netronome/flower/nic\_AMDA0097.nffw  
Link: netronome/flower/nic\_AMDA0081.nffw -> netronome/flower/nic\_AMDA0097.nffw  
Link: netronome/flower/nic\_AMDA0081-0001\_1x40.nffw -> netronome/flower/nic\_AMDA0081.nffw  
Link: netronome/flower/nic\_AMDA0097-0001\_2x40.nffw -> netronome/flower/nic\_AMDA0097.nffw  
Link: netronome/flower/nic\_AMDA0099-0001\_2x10.nffw -> netronome/flower/nic\_AMDA0099.nffw  
Link: netronome/flower/nic\_AMDA0081-0001\_4x10.nffw -> netronome/flower/nic\_AMDA0081.nffw  
Link: netronome/flower/nic\_AMDA0097-0001\_4x10\_1x40.nffw -> netronome/flower/nic\_AMDA0097.nffw  
Link: netronome/flower/nic\_AMDA0099-0001\_2x25.nffw -> netronome/flower/nic\_AMDA0099.nffw  
Link: netronome/flower/nic\_AMDA0096-0001\_2x10.nffw -> netronome/flower/nic\_AMDA0096.nffw  
Link: netronome/flower/nic\_AMDA0097-0001\_8x10.nffw -> netronome/flower/nic\_AMDA0097.nffw  
Link: netronome/flower/nic\_AMDA0099-0001\_1x10\_1x25.nffw -> netronome/flower/nic\_AMDA0099.nffw

Version: AOTC-2.9.A.31

Licence: Redistributable. See LICENCE.Netronome for details

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Driver: wil6210 - Qualcomm Atheros support for 11ad family of chips

File: wil6210.fw  
File: wil6210.brd  
Version: 5.2.0.18

Licence: Redistributable. See LICENSE.QualcommAtheros\_ath10k for details

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Driver: venus - Qualcomm Venus video codec accelerator

File: qcom/venus-1.8/venus.mdt  
File: qcom/venus-1.8/venus.b00  
File: qcom/venus-1.8/venus.b01  
File: qcom/venus-1.8/venus.b02

File: qcom/venus-1.8/venus.b03  
File: qcom/venus-1.8/venus.b04

Version: 1.8-00109

File: qcom/venus-4.2/venus.mdt  
File: qcom/venus-4.2/venus.b00  
File: qcom/venus-4.2/venus.b01  
File: qcom/venus-4.2/venus.b02  
File: qcom/venus-4.2/venus.b03  
File: qcom/venus-4.2/venus.b04

Version: 4.2

File: qcom/venus-5.2/venus.mdt  
File: qcom/venus-5.2/venus.b00  
File: qcom/venus-5.2/venus.b01  
File: qcom/venus-5.2/venus.b02  
File: qcom/venus-5.2/venus.b03  
File: qcom/venus-5.2/venus.b04  
File: qcom/venus-5.2/venus.mbn

Version: 5.2-00023

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<https://developer.qualcomm.com/hardware/dragonboard-410c/tools>

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Driver: imx-sdma - support for i.MX SDMA driver

File: imx/sdma/sdma-imx6q.bin  
Version: 3.3  
File: imx/sdma/sdma-imx7d.bin  
Version: 4.2

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Driver: adreno - Qualcomm Adreno GPU firmware

File: qcom/a300\_pfp.fw  
Link: a300\_pfp.fw -> qcom/a300\_pfp.fw  
File: qcom/a300\_pm4.fw  
Link: a300\_pm4.fw -> qcom/a300\_pm4.fw  
File: qcom/a530\_pfp.fw  
File: qcom/a530\_pm4.fw  
File: qcom/a530v3\_gpmu.fw2  
File: qcom/a530\_zap.b00  
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Driver: mlxsw\_spectrum - Mellanox Spectrum switch

File: mellanox/mlxsw\_spectrum-13.1420.122.mfa2

File: mellanox/mlxsw\_spectrum-13.1530.152.mfa2

File: mellanox/mlxsw\_spectrum-13.1620.192.mfa2

File: mellanox/mlxsw\_spectrum-13.1702.6.mfa2

File: mellanox/mlxsw\_spectrum-13.1703.4.mfa2

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Driver: cdns-mhdp - Cadence MHDP DP bridge

File: cadence/mhdp8546.bin

Version: 1.2.12

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Firmware provided as part of an XC5000 Linux developers kit by Brian Mathews to Devin Heitmueller on July 1, 2009.

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Chelsio Communication Terminator 4/5 ethernet controller firmware

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The following XC4000 firmware file "dvb-fe-xc4000-1.4.1.fw" was created based on version 1.4 of "xc4000\_firmwares.h".

Firmware provided as part of an XC4000 Linux developers kit by Brian

Mathews to Devin Heitmueller  
on July 1, 2009.

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agere\_sta\_fw.bin -- 9.48 Hermes I

agere\_ap\_fw.bin -- 9.48 Hermes I

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Hope this helps.

Sincerely,

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**m4-fw-autoload**

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**make-mod-scripts**

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**make-native**

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[This is the first released version of the library GPL. It is

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```

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**mpfr-native**

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**mpg123**

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**openssl-native**

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

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

6. As an exception to the Sections above, you may also compile 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) 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.
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That's all there is to it!

**pango**

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Version 2, June 1991

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

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b) 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.

c) 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.

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, 1 April 1989

Ty Coon, President of Vice

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#### **perl-native**

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```
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```

```
, 1 April 1989
Ty Coon, President of Vice
```

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**pigz-native**

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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

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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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```
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**psplash**

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#### **pulseaudio**

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**python**

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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 Derived Year Owner GPL-compatible? (1)

|                |                |            |         |
|----------------|----------------|------------|---------|
| 0.9.0 thru 1.2 | 1991-1995      | CWI        | 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       | BeOpen.com | no      |
| 1.6.1          | 1.6 2001       | CNRI       | yes (2) |
| 2.1            | 2.0+1.6.1 2001 | PSF        | no      |
| 2.0.1          | 2.0+1.6.1 2001 | PSF        | yes     |
| 2.1.1          | 2.1+2.0.1 2001 | PSF        | yes     |
| 2.1.2          | 2.1.1 2002     | PSF        | yes     |
| 2.1.3          | 2.1.2 2002     | PSF        | yes     |
| 2.2 and above  | 2.1.1 2001-now | PSF        | yes     |

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## A. HISTORY OF THE SOFTWARE

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Release Derived Year Owner GPL-  
from compatible? (1)

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|-----------------|----------------|------------|---------|
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| 1.3 thru 1.5.2  | 1.2 1995-1999  | CNRI       | yes     |
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| 2.0 1.6         | 2000           | BeOpen.com | no      |
| 1.6.1 1.6       | 2001           | CNRI       | yes (2) |
| 2.1 2.0+1.6.1   | 2001           | PSF        | no      |
| 2.0.1 2.0+1.6.1 | 2001           | PSF        | yes     |
| 2.1.1 2.1+2.0.1 | 2001           | PSF        | yes     |
| 2.1.2 2.1.1     | 2002           | PSF        | yes     |
| 2.1.3 2.1.2     | 2002           | PSF        | yes     |
| 2.2 and above   | 2.1.1 2001-now | PSF        | yes     |

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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 Derived Year Owner GPL-  
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0.9.0 thru 1.2 1991-1995 CWI 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 BeOpen.com no  
1.6.1 1.6 2001 CNRI yes (2)  
2.1 2.0+1.6.1 2001 PSF no  
2.0.1 2.0+1.6.1 2001 PSF yes  
2.1.1 2.1+2.0.1 2001 PSF yes  
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A. HISTORY OF THE SOFTWARE

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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.

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 Derived Year Owner GPL-  
from compatible? (1)

|                |                |            |         |
|----------------|----------------|------------|---------|
| 0.9.0 thru 1.2 | 1991-1995      | CWI        | 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       | BeOpen.com | no      |
| 1.6.1          | 1.6 2001       | CNRI       | yes (2) |
| 2.1            | 2.0+1.6.1 2001 | PSF        | no      |
| 2.0.1          | 2.0+1.6.1 2001 | PSF        | yes     |
| 2.1.1          | 2.1+2.0.1 2001 | PSF        | yes     |
| 2.1.2          | 2.1.1 2002     | PSF        | yes     |
| 2.1.3          | 2.1.2 2002     | PSF        | yes     |
| 2.2 and above  | 2.1.1 2001-now | PSF        | yes     |

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**python3-pyobject**

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Ty Coon, President of Vice

That's all there is to it!

#### **python3-setuptools**

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

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users

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

## 11.2. The Qt Company's Audit Rights

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

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

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

### 12.2 Termination by The Qt Company

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

### 12.3 Mutual Right to Terminate

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

#### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

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

#### 12.5 Extension in case of bankruptcy

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

#### 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

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

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

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

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

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations

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

### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should

survive termination of this Agreement shall so be deemed to survive.

#### 14.4 Entire Agreement

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

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

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

#### 14.5 Modifications

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

#### 14.6 Force Majeure

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

#### 14.7 Notices

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

#### 14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries.

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

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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.

#### Appendix 1

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

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- The Licensed Software's tool for writing makefiles ("qmake")
  - The Licensed Software's Meta Object Compiler ("moc")
  - The Licensed Software's User Interface Compiler ("uic")
  - The Licensed Software's Resource Compiler ("rcc")
  - The Licensed Software's parts of the IDE tool ("Qt Creator")
  - The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
  - The Licensed Software's Emulator
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Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents

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

## TERMS AND CONDITIONS

### 0. Definitions.

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### 1. Source Code.

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

Object code means any non-source form of a work.

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

The System Libraries of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A Major Component, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The Corresponding Source for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries



and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

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

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

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- \* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- \* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- \* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
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A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

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this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

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## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL,

CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE.

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

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

#### 7.2 Licensee's Indemnification

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

### 8. SUPPORT, UPDATES AND ONLINE SERVICES

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

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

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

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

### 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives



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

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

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

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

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

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

### 10.2 Ordering Licenses

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

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

Parties.

### 10.3 Distribution License Packs

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

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

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

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

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

### 10.4 Payment Terms

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

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

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

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

### 10.5 Taxes

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

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

### 11.1 Licensee's Record-keeping

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

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

### 11.2. The Qt Company's Audit Rights

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

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

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

## 12 TERM AND TERMINATION

## 12.1 Term

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

## 12.2 Termination by The Qt Company

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

## 12.3 Mutual Right to Terminate

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

## 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee

shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

#### 12.5 Extension in case of bankruptcy

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

#### 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations

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

### 14.3 Surviving Sections

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

### 14.4 Entire Agreement

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

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

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

### 14.5 Modifications

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

### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the

event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

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

#### 14.8 Export Control

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

#### 14.9 No Implied License

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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.

## Appendix 1

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
  - The Licensed Software's documentation
  - The Licensed Software's documentation generation tool ("qdoc")
  - The Licensed Software's tool for writing makefiles ("qmake")
  - The Licensed Software's Meta Object Compiler ("moc")
  - The Licensed Software's User Interface Compiler ("uic")
  - The Licensed Software's Resource Compiler ("rcc")
  - The Licensed Software's parts of the IDE tool ("Qt Creator")
  - The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
  - The Licensed Software's Emulator
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Version 3, 29 June 2007

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0. Additional Definitions.

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

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

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



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

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

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

- \* a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- \* b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

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

- \* a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- \* b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

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

- \* a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
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- \* c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- \* d) Do one of the following:
  - o 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
  - o 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- \* e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6

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

## 5. Combined Libraries.

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

- \* a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- \* b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

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## 0. PREAMBLE

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

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

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

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

### 3.3 Distribution of Devices

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

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

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

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

### 3.4 Further Requirements

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

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

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

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

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

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

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

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

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

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

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

; and

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

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

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

#### 4. THIRD PARTY SOFTWARE

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

#### 5. PRE-RELEASE CODE

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

#### 6. LIMITED WARRANTY AND WARRANTY DISCLAIMER

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY ON BEHALF OF ITSELF AND ITS LICENSORS, SUPPLIERS AND AFFILIATES, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE LICENSED SOFTWARE. THE QT COMPANY DOES NOT

WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED. ALL USE OF AND RELIANCE ON THE LICENSED SOFTWARE IS AT THE SOLE RISK OF AND RESPONSIBILITY OF LICENSEE.

## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

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

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

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

### 7.2 Licensee's Indemnification

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

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

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

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

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



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

## 9. CONFIDENTIALITY

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

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

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

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

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

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

## 10.2 Ordering Licenses

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

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

## 10.3 Distribution License Packs

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

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

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

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

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

## 10.4 Payment Terms

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

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

Licensee.

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

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

#### 10.5 Taxes

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

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

#### 11.1 Licensee's Record-keeping

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

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

#### 11.2. The Qt Company's Audit Rights

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

Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

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

### 12.2 Termination by The Qt Company

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

### 12.3 Mutual Right to Terminate

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

### 12.4 Parties' Rights and Duties upon Termination

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

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

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

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six

(6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

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

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

#### 12.5 Extension in case of bankruptcy

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

#### 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

laws of Finland, excluding its choice of law provisions;

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

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

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations

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

### 14.3 Surviving Sections

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

### 14.4 Entire Agreement

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

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

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by

The Qt Company's applicable processes relating to Licensed Software.

#### 14.5 Modifications

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

#### 14.6 Force Majeure

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

#### 14.7 Notices

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

#### 14.8 Export Control

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

#### 14.9 No Implied License

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

#### 14.10 Attorney Fees

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

#### 14.11 Severability

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

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.

#### Appendix 1

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
- The Licensed Software's documentation
- The Licensed Software's documentation generation tool ("qdoc")
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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Preamble



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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS

### 0. Definitions.

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

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

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

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

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

To **propagate** a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

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

"The Qt Company" shall mean:

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

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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

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

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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.

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## 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

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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.

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#### 10.4 Payment Terms

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

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

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

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

#### 10.5 Taxes

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

exemption certificate to The Qt Company and any applicable authority.

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

### 11.1 Licensee's Record-keeping

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

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

### 11.2. The Qt Company's Audit Rights

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

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and

remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

#### 12.2 Termination by The Qt Company

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

#### 12.3 Mutual Right to Terminate

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

#### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

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

## 12.5 Extension in case of bankruptcy

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

## 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

## 14. GENERAL PROVISIONS

#### 14.1 No Assignment

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

#### 14.2 No Third Party Representations

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

#### 14.3 Surviving Sections

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

#### 14.4 Entire Agreement

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

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

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

#### 14.5 Modifications

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

#### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party from fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure



Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

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

#### 14.8 Export Control

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

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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.

## Appendix 1

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

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  - The Licensed Software's tool for writing makefiles ("qmake")
  - The Licensed Software's Meta Object Compiler ("moc")
  - The Licensed Software's User Interface Compiler ("uic")
  - The Licensed Software's Resource Compiler ("rcc")
  - The Licensed Software's parts of the IDE tool ("Qt Creator")
  - The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
  - The Licensed Software's Emulator
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Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

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

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

## TERMS AND CONDITIONS

### 0. Definitions.

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

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### 1. Source Code.

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

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

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

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

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

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

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

#### 6. Conveying Non-Source Forms.

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

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- \* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- \* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- \* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- \* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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

A **User Product** is either (1) a **consumer product**, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, **normally used** refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

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

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

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#### 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

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## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

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

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

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

## 7.2 Licensee's Indemnification

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

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

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

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

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

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

## 9. CONFIDENTIALITY

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

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

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

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

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

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

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

### 10.2 Ordering Licenses

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

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

### 10.3 Distribution License Packs

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

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

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

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

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

#### 10.4 Payment Terms

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

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

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

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

#### 10.5 Taxes

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

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

#### 11.1 Licensee's Record-keeping

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

Company.

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

#### 11.2. The Qt Company's Audit Rights

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

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

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

### 12.2 Termination by The Qt Company

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

### 12.3 Mutual Right to Terminate

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

#### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

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

#### 12.5 Extension in case of bankruptcy

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

## 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations



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

#### 14.3 Surviving Sections

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

#### 14.4 Entire Agreement

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

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

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

#### 14.5 Modifications

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

#### 14.6 Force Majeure

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

#### 14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses

specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

#### 14.8 Export Control

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

#### 14.9 No Implied License

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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.

#### Appendix 1

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")

- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
  - The Licensed Software's documentation
  - The Licensed Software's documentation generation tool ("qdoc")
  - The Licensed Software's tool for writing makefiles ("qmake")
  - The Licensed Software's Meta Object Compiler ("moc")
  - The Licensed Software's User Interface Compiler ("uic")
  - The Licensed Software's Resource Compiler ("rcc")
  - The Licensed Software's parts of the IDE tool ("Qt Creator")
  - The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
  - The Licensed Software's Emulator
- GNU GENERAL PUBLIC LICENSE

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Preamble

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

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

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

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

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

Some devices are designed to deny users access to install or run modified versions of the software inside them, although

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

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

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

## TERMS AND CONDITIONS

### 0. Definitions.

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

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

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

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

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

To propagate a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

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

An interactive user interface displays Appropriate Legal Notices to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

### 1. Source Code.

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

Object code means any non-source form of a work.

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

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

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

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

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

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

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

## 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

## 5. Conveying Modified Source Versions.

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

- \* a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- \* b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
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```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
```

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

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

```
Yoyodyne, Inc., hereby disclaims all copyright interest in the program
`Gnomovision' (which makes passes at compilers) written by James Hacker.
```

```
, 1 April 1989
Ty Coon, President of Vice
```

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

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

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

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

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

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

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

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

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

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

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

"The Qt Company" shall mean:

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

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

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

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

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

## 2. OWNERSHIP

### 2.1 Ownership of The Qt Company

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

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### 2.2 Ownership of Licensee

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

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

### 2.3 Modified Software

Licensee may create bug-fixes, error corrections, patches or modifications to the Licensed Software ("Modified Software"). Such Modified Software may break the source or binary compatibility with the Licensed Software (including

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

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

### 3. LICENSES GRANTED

#### 3.1 Development with Licensed Software

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

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

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

Upon expiry of the initially agreed License Term, the respective License Terms shall be automatically extended to one or more Renewal Term(s), unless and until either Party notifies the other Party in writing that it does not wish to continue the License Term, such notification to be provided to the other Party no less than ninety (90) days before expiry of the respective License Term. Unless otherwise agreed between the Parties, Renewal Term shall be of equal length with the initial Term.

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

#### 3.2 Distribution of Applications



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

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

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

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

### 3.3 Distribution of Devices

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

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

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

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

### 3.4 Further Requirements

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

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

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

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

that augment the functionality and appearance of the Application(s) without adding primary and substantial functionality to the Application(s);

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

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

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

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

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

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

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

; and

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

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

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

#### 4. THIRD PARTY SOFTWARE

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

#### 5. PRE-RELEASE CODE

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

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY ON BEHALF OF ITSELF AND ITS LICENSORS, SUPPLIERS AND AFFILIATES, DISCLAIMS ALL OTHER

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## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

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

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

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

### 7.2 Licensee's Indemnification

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

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

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

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

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

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

## 9. CONFIDENTIALITY

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

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

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

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

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

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

## 10.2 Ordering Licenses

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

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

## 10.3 Distribution License Packs

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

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

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

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

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

## 10.4 Payment Terms

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

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

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

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

## 10.5 Taxes

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

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

### 11.1 Licensee's Record-keeping

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

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

### 11.2. The Qt Company's Audit Rights

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

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

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

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

### 12.2 Termination by The Qt Company

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

### 12.3 Mutual Right to Terminate

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

### 12.4 Parties' Rights and Duties upon Termination

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

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

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



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

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

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

#### 12.5 Extension in case of bankruptcy

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

### 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

Company, then:

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

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

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

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations

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

### 14.3 Surviving Sections

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

### 14.4 Entire Agreement

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

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

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

#### 14.5 Modifications

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

#### 14.6 Force Majeure

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

#### 14.7 Notices

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

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Communications of the ACM, Vol 35, Issue 7 (July 1992) pp 56-63.

<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)

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See also:

"Polygon Offsetting by Computing Winding Numbers"

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## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

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

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

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

### 7.2 Licensee's Indemnification

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

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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.

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### 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.

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## 10.5 Taxes

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

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

### 11.1 Licensee's Record-keeping

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

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

### 11.2. The Qt Company's Audit Rights

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

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The

Qt Company any amounts owed for such unauthorized use.

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

## 12 TERM AND TERMINATION

### 12.1 Term

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

### 12.2 Termination by The Qt Company

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

### 12.3 Mutual Right to Terminate

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

### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

Upon any such termination the Licensee shall destroy or return to The Qt

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

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

#### 12.5 Extension in case of bankruptcy

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

#### 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

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

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations

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

### 14.3 Surviving Sections

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

### 14.4 Entire Agreement

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

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

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

### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a

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

#### 14.6 Force Majeure

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

#### 14.7 Notices

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

#### 14.8 Export Control

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

#### 14.9 No Implied License

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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.

#### Appendix 1

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

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- The Licensed Software's help tool ("Qt Assistant")
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- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
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Version 3, 29 June 2007

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

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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.

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## 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

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### 12.3 Mutual Right to Terminate

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

### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will

certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

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

#### 12.5 Extension in case of bankruptcy

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

### 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this

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

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

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

### 14.2 No Third Party Representations

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

### 14.3 Surviving Sections

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

### 14.4 Entire Agreement

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

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

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

### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or

condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

#### 14.6 Force Majeure

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

#### 14.7 Notices

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

#### 14.8 Export Control

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

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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.

## Appendix 1

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
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- The Licensed Software's documentation generation tool ("qdoc")
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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Version 3, 29 June 2007

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

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

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

## TERMS AND CONDITIONS

### 0. Definitions.

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

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

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

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some

countries other activities as well.

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

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

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

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

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

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

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

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

accord with subsection 6b.

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

\* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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

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

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

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

#### 7.2 Licensee's Indemnification

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

### 8. SUPPORT, UPDATES AND ONLINE SERVICES

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

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

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

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

### 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a

third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

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

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

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

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

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

### 10.2 Ordering Licenses

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

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

### 10.3 Distribution License Packs

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



Distribution License Packs.

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

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

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

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

#### 10.4 Payment Terms

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

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

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

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

#### 10.5 Taxes

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

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

### 11.1 Licensee's Record-keeping

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

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

### 11.2. The Qt Company's Audit Rights

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

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force

("Term"), unless and until terminated pursuant to the terms of this Section 12.

#### 12.2 Termination by The Qt Company

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

#### 12.3 Mutual Right to Terminate

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

#### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

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

## 12.5 Extension in case of bankruptcy

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

## 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

## 14. GENERAL PROVISIONS

#### 14.1 No Assignment

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

#### 14.2 No Third Party Representations

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

#### 14.3 Surviving Sections

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

#### 14.4 Entire Agreement

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

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

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

#### 14.5 Modifications

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

#### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party from fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a

Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

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

#### 14.8 Export Control

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

#### 14.9 No Implied License

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

#### 14.10 Attorney Fees

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

#### 14.11 Severability

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

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

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
  - The Licensed Software's documentation
  - The Licensed Software's documentation generation tool ("qdoc")
  - The Licensed Software's tool for writing makefiles ("qmake")
  - The Licensed Software's Meta Object Compiler ("moc")
  - The Licensed Software's User Interface Compiler ("uic")
  - The Licensed Software's Resource Compiler ("rcc")
  - The Licensed Software's parts of the IDE tool ("Qt Creator")
  - The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
  - The Licensed Software's Emulator
- GNU GENERAL PUBLIC LICENSE

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Preamble

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

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

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

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

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the

same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

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

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

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

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

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

## TERMS AND CONDITIONS

### 0. Definitions.

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

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

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

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

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

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

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

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

### 1. Source Code.



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

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

The **System Libraries** of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A **Major Component**, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

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

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

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

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

## 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

#### 5. Conveying Modified Source Versions.

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

- \* a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- \* b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- \* c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- \* d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

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

#### 6. Conveying Non-Source Forms.

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

- \* a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- \* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- \* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- \* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- \* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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

### 10.3 Distribution License Packs

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

## Distribution License Packs.

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

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

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

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

## 10.4 Payment Terms

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

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

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

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

## 10.5 Taxes

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

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

### 11.1 Licensee's Record-keeping

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

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

### 11.2. The Qt Company's Audit Rights

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

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

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

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force

("Term"), unless and until terminated pursuant to the terms of this Section 12.

#### 12.2 Termination by The Qt Company

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

#### 12.3 Mutual Right to Terminate

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

#### 12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

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

## 12.5 Extension in case of bankruptcy

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

## 13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

## 14. GENERAL PROVISIONS



#### 14.1 No Assignment

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

#### 14.2 No Third Party Representations

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

#### 14.3 Surviving Sections

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

#### 14.4 Entire Agreement

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

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

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

#### 14.5 Modifications

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

#### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party from fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a

Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

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

#### 14.8 Export Control

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

#### 14.9 No Implied License

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

#### 14.10 Attorney Fees

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

#### 14.11 Severability

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

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

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

- The Licensed Software's Qt Essentials and Qt Add-on libraries
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- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

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Version 3, 29 June 2007

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0. Additional Definitions.

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

GNU General Public License.

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

An Application is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library.

Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

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

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

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

#### 1. Exception to Section 3 of the GNU GPL.

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

#### 2. Conveying Modified Versions.

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

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

#### 3. Object Code Incorporating Material from Library Header Files.

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

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

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

#### 4. Combined Works.

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

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

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

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

d) Do one of the following:

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

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

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

Corresponding Source.)

#### 5. Combined Libraries.

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

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

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

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

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

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Version 3, 29 June 2007

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Preamble

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apply it to your programs, too.

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To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

## TERMS AND CONDITIONS

### 0. Definitions.

This License refers to version 3 of the GNU General Public License.

Copyright also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

The Program refers to any copyrightable work licensed under this License. Each licensee is addressed as you. Licensees and recipients may be individuals or organizations.

To modify a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a modified version of the earlier work or a work based on the earlier work.

A covered work means either the unmodified Program or a work based on the Program.

To propagate a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some

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To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work’s System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

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#### 2. Basic Permissions.

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Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.



### 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

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### 4. Conveying Verbatim Copies.

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You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

### 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- \* a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- \* b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- \* c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
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A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

### 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- \* a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- \* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
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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.

Licensee shall submit all purchase orders for Development Licenses and

Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

### 10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs.

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

### 10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

## 10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

## 11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

### 11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

### 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee

shall pay The Qt Company's reasonable cost of conducting such audit.

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

### 12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

### 12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

### 12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.



Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

#### 12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

#### 13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be

final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

### 14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

### 14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

#### 14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

#### 14.9 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any other software or hardware not delivered by The Qt Company under this Agreement.

#### 14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its attorney's fees and costs in connection with such action.

#### 14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

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.

## Appendix 1

1. Parts of the Licensed Software that are permitted for distribution in object code form only ("Redistributables") under this Agreement:

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
- The Licensed Software's documentation
- The Licensed Software's documentation generation tool ("qdoc")
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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Version 3, 29 June 2007

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Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive

source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

## TERMS AND CONDITIONS

### 0. Definitions.

This License refers to version 3 of the GNU General Public License.

Copyright also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

The Program refers to any copyrightable work licensed under this License. Each licensee is addressed as you. Licensees and recipients may be individuals or organizations.

To modify a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a modified version of the earlier work or a work based on the earlier work.

A covered work means either the unmodified Program or a work based on the Program.

To propagate a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To convey a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

#### 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

#### 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting

circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

#### 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

#### 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- \* a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- \* b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- \* c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- \* d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

#### 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- \* a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- \* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- \* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- \* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the

Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

\* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

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"Installation Information" for a User Product means any methods,



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## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES PAID OR PAYABLE TO THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

## 7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

Upon due payment of the agreed License Fees the Licensee will be eligible to receive Support and Updates and to use the Online Services during the License Term, provided, however, that in the event the License Term is longer than 36 months, Support is provided only for the first 12 months, unless the Parties specifically otherwise agree.

Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.

From time to time The Qt Company may change the Support terms, provided that during the respective ongoing License Term the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to Customers.

## 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be.

The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

### 10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase.

Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

### 10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs.

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

#### 10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

#### 10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

### 11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

#### 11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's

compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

#### 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

### 12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.



### 12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

### 12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

### 12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified

for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

### 13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

### 14. GENERAL PROVISIONS

#### 14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

#### 14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

#### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

#### 14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

#### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

#### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and

deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

#### 14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

#### 14.9 No Implied License

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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.

#### Appendix 1

1. Parts of the Licensed Software that are permitted for distribution in object code form only ("Redistributables") under this Agreement:

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate",

"lrelease")

- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
- The Licensed Software's documentation
- The Licensed Software's documentation generation tool ("qdoc")
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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//

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Version 3, 29 June 2007

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Preamble

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To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

## TERMS AND CONDITIONS

### 0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the

earlier work or a work based on the earlier work.

A covered work means either the unmodified Program or a work based on the Program.

To propagate a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To convey a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays Appropriate Legal Notices to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

The source code for a work means the preferred form of the work for making modifications to it. Object code means any non-source form of a work.

A Standard Interface means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The System Libraries of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A Major Component, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The Corresponding Source for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

#### 2. Basic Permissions.

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Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

### 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

### 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

### 5. Conveying Modified Source Versions.

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### 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.

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### 10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

## 10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

## 11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

### 11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

### 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee

shall pay The Qt Company's reasonable cost of conducting such audit.

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

### 12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

### 12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

### 12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.



Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

#### 12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

### 13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be

final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

### 14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

### 14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

#### 14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

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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.

## Appendix 1

1. Parts of the Licensed Software that are permitted for distribution in object code form only ("Redistributables") under this Agreement:

- The Licensed Software's Qt Essentials and Qt Add-on libraries
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- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

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- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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```
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, 1 April 1989

Ty Coon, President of Vice

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Version 3, 29 June 2007

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(vii) Licensee shall not grant the Customers a right to (i) make copies of the Redistributables except when and to the extent required to use the Applications and/or Devices for their intended purpose, (ii) modify the Redistributables or create derivative works thereof, (iii) decompile, disassemble or otherwise reverse engineer Redistributables, or (iv) redistribute any copy or portion of the Redistributables to any third party, except as part of the onward sale of the Device on which the Redistributables are installed;

(viii) Licensee shall not and shall cause that its Affiliates or Contractors shall not a) in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt, or b) incorporate or integrate Applications into a hardware device or product other than a Device, unless Licensee has received an advance written permission from The Qt Company to do so. Absent such written permission, any and all distribution by the Licensee during the Term of a hardware device or product a) which incorporate or integrate any part of Licensed Software or Open Source Qt; or b) where the main user interface or substantial functionality is provided by software build with Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt, shall be considered as a Device distribution under this Agreement and dependent on compliance thereof (including but not limited to obligation to pay applicable License Fees for such distribution);

(ix) Licensee shall cause all of its Affiliates and Contractors entitled to make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof and for any purposes other than operating within the scope of their services for Licensee. Licensee shall be responsible for any and all actions and omissions of its Affiliates and Contractors relating to the Licensed Software and use thereof (including but not limited to payment of all applicable License Fees);

(x) Except when and to the extent explicitly provided in this Section 3, Licensee shall not transfer, publish, disclose, display or otherwise make

available the Licensed Software;

; and

(xi) Licensee shall not attempt or enlist a third party to conduct or attempt to conduct any of the above.

Above terms shall not be applicable if and to the extent they conflict with any mandatory provisions of any applicable laws.

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#### 5. PRE-RELEASE CODE

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## 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES PAID OR PAYABLE TO THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

### 7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

Upon due payment of the agreed License Fees the Licensee will be eligible to receive Support and Updates and to use the Online Services during the License Term, provided, however, that in the event the License Term is longer than 36 months, Support is provided only for the first 12 months, unless the Parties specifically otherwise agree.

Unless otherwise decided by The Company at its free and absolute discretion,

Upgrades will not be included in the Support but may be available subject to additional fees.

From time to time The Qt Company may change the Support terms, provided that during the respective ongoing License Term the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to Customers.

## 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

## 10. FEES, DELIVERY AND PAYMENT

## 10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be.

The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

## 10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase.

Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

## 10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs.

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

## 10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

#### 10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

### 11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

#### 11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

#### 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but

not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

### 12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

### 12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

### 12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by



the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

#### 12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

#### 13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a

court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

(i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;

(ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and

(iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

### 14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

### 14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any

Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

#### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

#### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

#### 14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Redistributables, Applications and/or Devices.

#### 14.9 No Implied License

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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.

#### 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.

#### Appendix 1

1. Parts of the Licensed Software that are permitted for distribution in object code form only ("Redistributables") under this Agreement:

- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework

2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

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- The Licensed Software's documentation
- The Licensed Software's documentation generation tool ("qdoc")
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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Preamble

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When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

This License refers to version 3 of the GNU General Public License.

Copyright also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

The Program refers to any copyrightable work licensed under this License. Each licensee is addressed as you. Licensees and recipients may be individuals or organizations.

To modify a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a modified version of the earlier work or a work based on the earlier work.

A covered work means either the unmodified Program or a work based on the Program.

To propagate a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To convey a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays Appropriate Legal Notices to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

The source code for a work means the preferred form of the work for making modifications to it. Object code means any non-source form of a work.

A Standard Interface means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The System Libraries of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A Major Component, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The Corresponding Source for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

#### 2. Basic Permissions.

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as well as corresponding online or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation, licensed to the Licensee under this Agreement. Licensed Software does not include Third Party Software (as defined in Section 4), Open Source Qt, or other software products of The Qt Company (for example Qt Safe Renderer and Qt for Automation), unless such other software products of The Qt Company are separately agreed in writing to be included in scope of the Licensed Software.

"Licensee" shall mean the individual or legal entity that is party to this

Agreement, as identified on the signature page hereof.

"Licensee's Records" shall mean books and records that are likely to contain information bearing on Licensee's compliance with this Agreement or the payments due to The Qt Company under this Agreement, including, but not limited to: assembly logs, sales records and distribution records.

"Modified Software" shall have the meaning as set forth in Section 2.3.

"Online Services" shall mean any services or access to systems made available by The Qt Company to the Licensee over the Internet relating to the Licensed Software or for the purpose of use by the Licensee of the Licensed Software or Support. Use of any such Online Services is discretionary for the Licensee and some of them may be subject to additional fees.

"Open Source Qt" shall mean the non-commercial Qt computer software products, licensed under the terms of the GNU Lesser General Public License, version 2.1 or later ("LGPL") or the GNU General Public License, version 2.0 or later ("GPL"). For clarity, Open Source Qt shall not be provided nor governed under this Agreement.

"Party" or "Parties" shall mean Licensee and/or The Qt Company.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 1, Section 1 that may be distributed pursuant to the terms of this Agreement in object code form only, including any relevant documentation. Where relevant, any reference to Licensed Software in this Agreement shall include and refer also to Redistributables.

"Renewal Term" shall mean an extension of previous License Term as agreed between the Parties.

"Submitted Modified Software" shall have the meaning as set forth in Section 2.3.

"Support" shall mean standard developer support that is provided by The Qt Company to assist Designated Users in using the Licensed Software in accordance with The Qt Company's standard support terms and as further defined in Section 8 hereunder.

"Taxes" shall have the meaning set forth in Section 10.5.

"Term" shall have the meaning set forth in Section 12.

"The Qt Company" shall mean:

(i) in the event Licensee is an individual residing in the United States or a legal entity incorporated in the United States or having its headquarters in the United States, The Qt Company Inc., a Delaware corporation with its office at 2350 Mission College Blvd., Suite 1020, Santa Clara, CA 95054, USA.; or

(ii) in the event the Licensee is an individual residing outside of the United States or a legal entity incorporated outside of the United States or having its registered office outside of the United States, The Qt Company Ltd., a

Finnish company with its registered office at Bertel Jungin aukio D3A, 02600 Espoo, Finland.

"Third Party Software " shall have the meaning set forth in Section 4.

"Updates" shall mean a release or version of the Licensed Software containing bug fixes, error corrections and other changes that are generally made available to users of the Licensed Software that have contracted for Support. Updates are generally depicted as a change to the digits following the decimal in the Licensed Software version number. The Qt Company shall make Updates available to the Licensee under the Support. Updates shall be considered as part of the Licensed Software hereunder.

"Upgrades" shall mean a release or version of the Licensed Software containing enhancements and new features and are generally depicted as a change to the first digit of the Licensed Software version number. In the event Upgrades are provided to the Licensee under this Agreement, they shall be considered as part of the Licensed Software hereunder.

## 2. OWNERSHIP

### 2.1 Ownership of The Qt Company

The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold.

All The Qt Company's Intellectual Property Rights are and shall remain the exclusive property of The Qt Company or its licensors respectively.

### 2.2 Ownership of Licensee

All the Licensee's Intellectual Property Rights are and shall remain the exclusive property of the Licensee or its licensors respectively.

All Intellectual Property Rights to the Modified Software, Applications and Devices shall remain with the Licensee and no rights thereto shall be granted by the Licensee to The Qt Company under this Agreement (except as set forth in Section 2.3 below).

### 2.3 Modified Software

Licensee may create bug-fixes, error corrections, patches or modifications to the Licensed Software ("Modified Software"). Such Modified Software may break the source or binary compatibility with the Licensed Software (including without limitation through changing the application programming interfaces ("API") or by adding, changing or deleting any variable, method, or class signature in the Licensed Software and/or any inter-process protocols, services or standards in the Licensed Software libraries). To the extent that Licensee's Modified Software so breaks source or binary compatibility with the Licensed Software, Licensee acknowledges that The Qt Company's ability to provide Support may be prevented or limited and Licensee's ability to make use of Updates may be restricted.



Licensee may, at its sole and absolute discretion, choose to submit Modified Software to The Qt Company ("Submitted Modified Software") in connection with Licensee's Support request, service request or otherwise. In the event Licensee does so, then, Licensee hereby grants The Qt Company a sublicensable, assignable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up license, under all of Licensee's Intellectual Property Rights, to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute such Submitted Modified Software as The Qt Company sees fit at its free and absolute discretion.

### 3. LICENSES GRANTED

#### 3.1 Development with Licensed Software

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable license, valid for the License Term, to use, modify and copy the Licensed Software by Designated Users on the Development Platforms for the sole purposes of designing, developing, demonstrating and testing Application(s) and/or Devices, and to provide thereto related support and other related services to end-user Customers.

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that (i) only the Designated Users may use the Licensed Software, and (ii) all Designated Users must have a valid Development License to use Licensed Software.

Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying The Qt Company in writing, provided that any Designated User may be replaced only once during any six-month period.

Upon expiry of the initially agreed License Term, the respective License Terms shall be automatically extended to one or more Renewal Term(s), unless and until either Party notifies the other Party in writing that it does not wish to continue the License Term, such notification to be provided to the other Party no less than ninety (90) days before expiry of the respective License Term. Unless otherwise agreed between the Parties, Renewal Term shall be of equal length with the initial Term.

Any such Renewal Term shall be subject to License Fees agreed between the Parties or, if no advance agreement exists, subject to The Qt Company's standard pricing applicable at the commencement date of any such Renewal Term.

#### 3.2 Distribution of Applications

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) right and license, valid for the Term, to

(i) distribute, by itself or through its Contractors, Redistributables as installed, incorporated or integrated into Applications for execution on the Deployment Platforms, and

(ii) grant sublicenses to Redistributables, as distributed hereunder, for

Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Applications for their respective intended purposes.

Right to distribute the Redistributables as part of an Application as provided herein is not royalty-bearing but is conditional upon the Licensee having paid the agreed Development Licenses from The Qt Company before distributing any Redistributables to Customers.

### 3.3 Distribution of Devices

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) right and license, valid for the Term, to

(i) distribute, by itself or through one or more tiers of Contractors, Redistributables as installed, incorporated or integrated, or intended to be installed, incorporated or integrated into Devices for execution on the Deployment Platforms, and

(ii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Devices for their respective intended purposes.

Right to distribute the Redistributables with Devices as provided herein is conditional upon the Licensee having purchased and paid the appropriate amount of Development and Distribution Licenses from The Qt Company before distributing any Redistributables to Customers.

### 3.4 Further Requirements

The licenses granted above in this Section 3 by The Qt Company to Licensee are conditional and subject to Licensee's compliance with the following terms:

(i) Licensee shall not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;

(ii) Applications must add primary and substantial functionality to the Licensed Software;

(iii) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; provided however that Licensee may use the Licensed Software's scripting and QML ("Qt Quick") functionality solely in order to enable scripting, themes and styles that augment the functionality and appearance of the Application(s) without adding primary and substantial functionality to the Application(s);

(iv) Applications must not compete with the Licensed Software;

(v) Licensee shall not use The Qt Company's or any of its suppliers' names, logos, or trademarks to market Applications, except that Licensee may use "Built with Qt" logo to indicate that Application(s) was developed using the Licensed Software;

(vi) Licensee shall not distribute, sublicense or disclose source code of Licensed Software to any third party (provided however that Licensee may appoint employee(s) of Contractors as Designated Users to use Licensed Software pursuant to this Agreement). Such right may be available for the Licensee subject to a separate software development kit ("SDK") license agreement to be concluded with The Qt Company;

(vii) Licensee shall not grant the Customers a right to (i) make copies of the Redistributables except when and to the extent required to use the Applications and/or Devices for their intended purpose, (ii) modify the Redistributables or create derivative works thereof, (iii) decompile, disassemble or otherwise reverse engineer Redistributables, or (iv) redistribute any copy or portion of the Redistributables to any third party, except as part of the onward sale of the Device on which the Redistributables are installed;

(viii) Licensee shall not and shall cause that its Affiliates or Contractors shall not a) in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt, or b) incorporate or integrate Applications into a hardware device or product other than a Device, unless Licensee has received an advance written permission from The Qt Company to do so. Absent such written permission, any and all distribution by the Licensee during the Term of a hardware device or product a) which incorporate or integrate any part of Licensed Software or Open Source Qt; or b) where the main user interface or substantial functionality is provided by software build with Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt, shall be considered as a Device distribution under this Agreement and dependent on compliance thereof (including but not limited to obligation to pay applicable License Fees for such distribution);

(ix) Licensee shall cause all of its Affiliates and Contractors entitled to make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof and for any purposes other than operating within the scope of their services for Licensee. Licensee shall be responsible for any and all actions and omissions of its Affiliates and Contractors relating to the Licensed Software and use thereof (including but not limited to payment of all applicable License Fees);

(x) Except when and to the extent explicitly provided in this Section 3, Licensee shall not transfer, publish, disclose, display or otherwise make available the Licensed Software;

; and

(xi) Licensee shall not attempt or enlist a third party to conduct or attempt to conduct any of the above.

Above terms shall not be applicable if and to the extent they conflict with any mandatory provisions of any applicable laws.

Any use of Licensed Software beyond the provisions of this Agreement is strictly prohibited and requires an additional license from The Qt Company.

#### 4. THIRD PARTY SOFTWARE

The Licensed Software may provide links to third party libraries or code (collectively "Third Party Software") to implement various functions. Third Party Software does not comprise part of the Licensed Software. In some cases, access to Third Party Software may be included in the Licensed Software. Such Third Party Software will be listed in the ".../src/3rdparty" source tree delivered with the Licensed Software or documented in the Licensed Software, as such may be amended from time to time. Licensee acknowledges that use or distribution of Third Party Software is in all respects subject to applicable license terms of applicable third party right holders.

#### 5. PRE-RELEASE CODE

The Licensed Software may contain pre-release code and functionality marked or otherwise stated as "Technology Preview", "Alpha", "Beta" or similar designation. Such pre-release code may be present in order to provide experimental support for new platforms or preliminary versions of one or more new functionalities. The pre-release code may not be at the level of performance and compatibility of a final, generally available, product offering of the Licensed Software. The pre-release parts of the Licensed Software may not operate correctly, may contain errors and may be substantially modified by The Qt Company prior to the first commercial product release, if any. The Qt Company is under no obligation to make pre-release code commercially available, or provide any Support or Updates relating thereto. The Qt Company assumes no liability whatsoever regarding any pre-release code, but any use thereof is exclusively at Licensee's own risk and expense.

#### 6. LIMITED WARRANTY AND WARRANTY DISCLAIMER

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Except as set forth above, the Licensed Software is licensed to Licensee "as is" and Licensee's exclusive remedy and The Qt Company's entire liability for errors in the Licensed Software shall be limited, at The Qt Company's option, to correction of the error, replacement of the Licensed Software or return of the applicable fees paid for the defective Licensed Software for the time period during which the License is not able to utilize the Licensed Software under the terms of this Agreement.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY ON BEHALF OF ITSELF AND ITS LICENSORS, SUPPLIERS AND AFFILIATES, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE LICENSED SOFTWARE. THE QT COMPANY DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED. ALL USE OF AND RELIANCE ON THE LICENSED SOFTWARE IS AT THE SOLE RISK OF AND RESPONSIBILITY OF LICENSEE.

#### 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

## 7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES PAID OR PAYABLE TO THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

## 7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

## 8. SUPPORT, UPDATES AND ONLINE SERVICES

Upon due payment of the agreed License Fees the Licensee will be eligible to receive Support and Updates and to use the Online Services during the License Term, provided, however, that in the event the License Term is longer than 36 months, Support is provided only for the first 12 months, unless the Parties specifically otherwise agree.

Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.

From time to time The Qt Company may change the Support terms, provided that during the respective ongoing License Term the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to Customers.

## 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may receive information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential Information of the Disclosing Party, as proven by the written records of the Receiving Party; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

## 10. FEES, DELIVERY AND PAYMENT

### 10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be.

The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

### 10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant

to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase.

Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

### 10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs.

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

### 10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

## 10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

## 11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

### 11.1 Licensee's Record-keeping

Licensee shall at all times maintain accurate and up-to-date written records of Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

### 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.



In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

## 12 TERM AND TERMINATION

### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12.

### 12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

### 12.3 Mutual Right to Terminate

Either Party shall have the right to terminate this Agreement immediately upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other Party.

### 12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

(i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will

certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

#### 12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

### 13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, USA, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this

Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## 14. GENERAL PROVISIONS

### 14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

### 14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

### 14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

### 14.5 Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or

condition contained in Licensee's Purchase Order shall apply unless expressly accepted by The Qt Company in writing.

#### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event results in a delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other Party.

#### 14.7 Notices

Any notice given by one Party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving Party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

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**rng-tools**

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c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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 contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile 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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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) 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.

c) 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.

d) 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 source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

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, 1 April 1990  
Ty Coon, President of Vice

That's all there is to it!

#### **run-postinsts**

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**sbc**

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Version 2.1, February 1999

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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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.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does

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a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no 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 be optional: if the application does not supply it, the square root function must still compute square roots.)

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.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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.

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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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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

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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.

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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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**shadow**

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**shadow-native**

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**shared-mime-info**

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#### **shared-mime-info-native**

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**sysvinit-inittab**

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## texinfo-dummy-native

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**tf-a-stm32mp**

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See 1. above.

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Yes!

4. Can I change or add to the font(s)?

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Show details Hide details

Change log

r2011 by mark.nickel on Mar 3, 2011 Diff

Majority of Multi-Line text editing is in the commit. Also added some specific free fonts to replace the existing set as we need some additional font metrics that we use in the Text Editing rendering pipeline.

You can see the font licenses in the editor/fonts folder under each font.

Still have some cleanup to do to add the text formatting (left,right,center) as ...

Go to:

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Older revisions

All revisions of this file

File info

Size: 5953 bytes, 123 lines

View raw file

File properties

svn:executable

\*

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TeX Gyre DJV Math

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**u-boot-mkimage-native**

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**update-rc.d**

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**update-rc.d-native**



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```
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interest in the program `Gnomovision`
(which makes passes at compilers) written
by James Hacker.
```

```
signature of Ty Coon, 1 April 1989
```

```
Ty Coon, President of Vice
```

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 */
```

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**util-macros-native**

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### v4l-utils

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**xcb-*proto-native***

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**xorgproto-native**

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**xtrans-native**

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**xz-native**

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Version 3.0, 18 August 2009

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=====

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**zlib**

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## **zlib-native**

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