

Opensource License Manifest
sky_llama_panel
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openssl

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Version 3.1, 31 March 2009

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"GCC" means a version of the GNU Compiler Collection, with or without modifications, governed by version 3 (or a specified later version) of the GNU General Public License (GPL) with the option of using any subsequent versions published by the FSF.

"GPL-compatible Software" is software whose conditions of propagation, modification and use would permit combination with GCC in accord with the license of GCC.

"Target Code" refers to output from any compiler for a real or virtual target processor architecture, in executable form or suitable for input to an assembler, loader, linker and/or execution phase. Notwithstanding that, Target Code does not include data in any format that is used as a compiler intermediate representation, or used for producing a compiler intermediate representation.

The "Compilation Process" transforms code entirely represented in non-intermediate languages designed for human-written code, and/or in Java Virtual Machine byte code, into Target Code. Thus, for example, use of source code generators and preprocessors need not be considered part of the Compilation Process, since the Compilation Process can be understood as starting with the output of the generators or preprocessors.

A Compilation Process is "Eligible" if it is done using GCC, alone or with other GPL-compatible software, or if it is done without using any work based on GCC. For example, using non-GPL-compatible Software to optimize any GCC intermediate representations would not qualify as an Eligible Compilation Process.

1. Grant of Additional Permission.

You have permission to propagate a work of Target Code formed by combining the Runtime Library with Independent Modules, even if such propagation would otherwise violate the terms of GPLv3, provided that all Target Code was generated by Eligible Compilation Processes. You may then convey such a combination under terms of your choice, consistent with the licensing of the Independent Modules.

2. No Weakening of GCC Copyleft.

The availability of this Exception does not imply any general presumption that third-party software is unaffected by the copyleft requirements of the license of GCC.

The-Qt-Company-Commercial

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Agreement version 4.0

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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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"Affiliate" of a Party shall mean an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

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"Deployment Platforms" shall mean operating systems specified in the License Certificate, in which the Redistributables can be distributed pursuant to the

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"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.

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"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.

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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 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

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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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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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10.5 Taxes

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11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

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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.

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

12 TERM AND TERMINATION

12.1 Term

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

12.2 Termination by The Qt Company

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

12.3 Mutual Right to Terminate

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

12.4 Parties' Rights and Duties upon Termination

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

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

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

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

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

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

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

12.5 Extension in case of bankruptcy

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

this Agreement.

13. GOVERNING LAW AND LEGAL VENUE

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

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

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

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

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

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

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

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

jurisdiction.

14. GENERAL PROVISIONS

14.1 No Assignment

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

14.2 No Third Party Representations

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

14.3 Surviving Sections

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

14.4 Entire Agreement

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

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

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

14.5 Modifications

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

14.6 Force Majeure

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

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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