

**Opensource License Manifest
es1
Nov 29 2024**

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Version 2, June 1991

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openssl

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bzip2/libbzip2 version 1.0.6 of 6 September 2010

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Version 3.1, 31 March 2009

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"License Fee" shall mean the fee charged to the Licensee for rights granted under the terms of this Agreement.

"License Term" shall mean the agreed validity period of the Development License of the respective Designated User, during which time the Designated User is entitled to use the Licensed Software, as set forth in the respective License Certificate.

"Licensed Software" shall mean either

- (i) Qt for Application Development or
- (ii) Qt for Device Creation, and/or

- (iii) Qt 3D Studio, and/or
- (iv) Qt Design Studio, and/or
- (v) Qt for MCUs, and/or
- (vi) selected Add-on Products, if any,

depending on which product(s) the Licensee has purchased under this Agreement, as well as corresponding online or electronic documentation, associated media and printed materials, including the source code (where applicable), example programs and the documentation, licensed to the Licensee under this Agreement. Licensed Software does not include Third Party Software (as defined in Section 4) or Open Source Qt. The Qt Company may, in the course of its development activities, at its free and absolute discretion and without any obligation to send or publish any notifications to the Licensee or in general, make changes, additions or deletions in the components and functionalities of the Licensed Software, provided that no such changes, additions or deletions will affect the already released version of the Licensed Software, but only upcoming version(s).

"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, Licensee's use of Open Source Qt and/or the payments due to The Qt Company under this Agreement, including, but not limited to user information, 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.

"Permitted Combination" shall have the meaning as set forth in Section 3.4(viii).

"Pre-Release Code" shall have the meaning as set forth in Section 4.

"Prohibited Combination" shall mean any means to (i) use, combine, incorporate, link or integrate Licensed Software with any software created with or incorporating Open Source Qt, (ii) use Licensed Software for creation of any software created with or incorporating Open Source Qt, or (iii) incorporate or integrate Applications into a hardware device or product other than a Device.

"Qt 3D Studio" shall mean The Qt Company's productized offering, which consist of all versions of modules and tools as set forth in Appendix 1.

"Qt Design Studio" shall mean The Qt Company's productized offering, which consist of all versions of modules and tools as set forth in Appendix 1.

"Qt for Application Development" shall mean The Qt Company's productized offering, which consist of all versions of modules and tools as set forth in Appendix 1.

"Qt for Device Creation" shall mean The Qt Company's productized offering, which consist of all versions of modules and tools as set forth in Appendix 1.

"Qt for MCUs" shall mean The Qt Company's productized offering, which consist of all versions of modules and tools as set forth in Appendix 1.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 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 available at <https://www.qt.io/terms-conditions/> 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 of 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 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 five (5) computers per Designated User, provided that only the Designated Users who have a valid Development License may use the 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 License 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.

Any price or other term specified for a Renewal Term shall be valid only for the specified time.

The Qt Company may request the Licensee to place a purchase order corresponding to a quote by The Qt Company for the relevant Renewal Term.

In the event Licensee does not prevent auto-renewal pursuant the above, but a Renewal Term is nevertheless not duly ordered within 30 days from the date of the respective quote from The Qt Company and/or the respective License Fee paid by due date specified in The Qt Company's respective invoice, The Qt Company shall apply a reinstatement fee equal to ten percent (10 %) of the

total value of the License Fees of the Development Licenses for the expired term to be added to the License Fee of the respective Renewal Term.

In the event Licensee chooses not to renew a Development License for a Renewal Term by notifying The Qt Company thereof no less than ninety (90) days before expiry of the respective License Term, Licensee may still reinstate such expired Development Licenses for a Renewal Term subject to applicable renewal Term License Fees until thirty (30) days from the expiry of the initially agreed License Term or preceding Renewal Term. After such thirty (30) day period a Development License shall be subject to applicable License Fees for a new Development License and not any Renewal Term License Fees.

3.2. Distribution of Applications

Subject to the terms of this Agreement, The Qt Company grants to Licensee a 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 not having any unpaid License Fees for Development Licenses owed to The Qt Company at the time of distribution of any Redistributables to Customers.

3.3. Distribution of Devices

Subject to the terms of this Agreement, The Qt Company grants to Licensee a 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 (i) not having any unpaid License Fees for Development Licenses owed to The Qt Company, and (ii) having purchased and paid corresponding Distribution Licenses at the time of distribution of 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(s) contained in any portion of the Licensed Software;
- (ii) Applications must add primary and substantial functionality to the Licensed Software so as not to compete with 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) Licensee shall not use Licensed Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual property or right of any third party, or that violates any applicable law;
- (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 use Licensed Software in any Prohibited Combination, 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 built with Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt, shall be considered to be Device distribution under this Agreement and shall be dependent on Licensee's compliance thereof (including but not limited to obligation to pay applicable License Fees for such distribution). Notwithstanding what is provided above in this sub-section (viii), Licensee is entitled to use and combine Qt 3D Studio and/or Qt Design Studio with Open Source Qt ("Permitted Combination") for its internal evaluation purposes, provided that Licensee shall in no way transfer, publish, disclose, display or otherwise make available any software or work resulting from such Permitted Combination;

(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 with 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, or sample code marked or otherwise stated with appropriate designation such as "Technology Preview", "Alpha", "Beta", "Sample" etc. ("Pre-Release Code").

Such Pre-Release Code may be present complimentary for the Licensee, in order to provide experimental support or information for new platforms or preliminary versions of one or more new functionalities or for other similar reasons. The Pre-Release Code may not be at the level of performance and compatibility of a

final, generally available, product offering. The Pre-Release Code 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.

For clarity, unless Licensed Software specifies different license terms for the respective Pre-Release Code, the Licensee is entitled to use such pre-release code pursuant to Section 3, just like other Licensed Software, provided however that in the event Add-on Products are included and available as such Pre-Release Code, Licensee's right to use such Add-on Products is nevertheless subject to and conditional upon conclusion of separate agreement with The Qt Company.

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.

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.

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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE SHALL ALWAYS BE LIABLE TO PAY THE APPLICABLE LICENSE FEES CORRESPONDING TO ITS ACTUAL USE OF 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, the initial payment includes Support for only 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. Unless specifically otherwise provided, any pricing terms referenced in this Agreement shall be valid for twelve (12) months from the date of this Agreement.

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

10.3. Distribution License Packs

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

Upon due payment of the ordered Distribution License Pack(s), the Licensee will have an account of Distribution Licenses available for distributing the Redistributables in accordance with this Agreement.

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

10.4. Payment Terms

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

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

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

10.5. Taxes

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

11. RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1. Licensee's Record-keeping

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

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report based on Licensee's Records, such report to contain information, in sufficient detail, on (i) number and identity of users working with Licensed Software or Open Source Qt, (ii) copies

of Redistributables distributed by Licensee during the most recent calendar quarter and/or any other term specified by The Qt Company, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

11.2. The Qt Company's Audit Rights

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

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to pay The Qt Company any amounts owed for such unauthorized use within 30 days from receipt of the corresponding invoice from The Qt Company. In addition, in the event the audit reveals a material violation of the terms of this Agreement (without limitation, either (i) underpayment of more than 10 % of License Fees or 10,000 euros (whichever is more) or (ii) distribution of products, which include or result from Prohibited Combination, shall be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

12. TERM AND TERMINATION

12.1. Agreement Term

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

12.2. Termination and suspension of rights

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

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

12.3. Mutual Right to Terminate

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

12.4. Parties' Rights and Duties upon Termination

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

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

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

(ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a

period of six (6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

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

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

12.5. Extension in case of bankruptcy

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

13. GOVERNING LAW AND LEGAL VENUE

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

- (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement,

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

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

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

14. GENERAL PROVISIONS

14.1. No Assignment

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

14.2. No Third-Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The 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. Such sections include especially the following: 1, 2, 6, 7, 9, 11, 12.4, 13 and 14.

14.4. Entire Agreement

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

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

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

14.5. Modifications

No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each Party. No term or condition contained in Licensee's Purchase Order ("Deviating Terms") shall apply unless The Qt Company has expressly agreed such Deviating Terms in writing. Unless and to the extent expressly agreed by The Qt Company, any such Deviating Terms shall be deemed void and with no legal effect. For clarity, delivery of the Licensed Software following the receipt of the Purchase Order including Deviating Terms shall not constitute acceptance of such Deviating Terms."

14.6. Force Majeure

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

14.7. Notices

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

14.8. Export Control

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

14.9. No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any

other software or hardware not delivered by The Qt Company under this Agreement.

14.10. Attorney Fees

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

14.11. Privacy

Licensee acknowledges and agrees that for the purpose of this Agreement, The Qt Company may collect, use, transfer and disclose personal data pertaining to Designated Users as well as any other employees and directors of the Licensee and its Contractors relevant for carrying out the intent of this Agreement.

Such personal data may be collected from the Licensee or directly from the relevant individuals. The Parties acknowledge that with regard to such personal data processed hereunder, The Qt Company shall be regarded as the Data Controller under the applicable Data Protection Legislation. The Qt Company shall process any such personal data in accordance with its privacy policies and practices, which will comply with all applicable requirements of the Data Protection Legislation.

14.12. Severability

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

APPENDICES

The Agreement includes Appendix 1, and possibly one or more of the appendices 3-5, depending on the product(s) purchased by the Licensee, what is stated in the quote or invoice, and/or what is stated in the Licensee's License Certificate.

APPENDIX 1

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

Parts of the product that are permitted for distribution in object-code form

only ("Redistributables") are marked with 'R' in the below table.

Modules/Tools | QtAD | QtDC | QtMCU | Qt3DS | QtDS

Qt Core | X,R | X,R | | |

Qt GUI | X,R | X,R | | |

Qt Multimedia | X,R | X,R | | |

Qt Multimedia Widgets | X,R | X,R | | |

Qt Network | X,R | X,R | | |

Qt QML | X,R | X,R | | |

Qt Quick | X,R | X,R | | |

Qt Quick Controls 2 | X,R | X,R | | |

Qt Quick Dialogs | X,R | X,R | | |

Qt Quick Layouts | X,R | X,R | | |

Qt Quick Test | X,R | X,R | | |

Qt SQL | X,R | X,R | | |

Qt Test | X,R | X,R | | |

Qt Widgets | X,R | X,R | | |

Active Qt | X,R | X,R | | |

Qt 3D | X,R | X,R | | |

Qt Android Extras | X,R | X,R | | |

Qt Bluetooth | X,R | X,R | | |

Qt Canvas 3D | X,R | X,R | | |

Qt Concurrent | X,R | X,R | | |

Qt D-Bus | X,R | X,R | | |

Qt Gamepad | X,R | X,R | | |

Qt Graphical Effects | X,R | X,R | | |

Qt Help | X,R | X,R | | |

Qt Image Formats | X,R | X,R | | |

Qt Location | X,R | X,R | | |

Qt Mac Extras | X,R | X,R | | |

Qt Network Authorization | X,R | X,R | | |

Qt NFC | X,R | X,R | | |

Qt Platform Headers | X,R | X,R | | |

Qt Positioning | X,R | X,R | | |

Qt Print Support | X,R | X,R | | |

Qt Purchasing | X,R | X,R | | |

Qt for Python | X,R | X,R | | |

- Qt Quick Controls | X,R | X,R | | |

- Qt Quick Extras | X,R | X,R | | |

- Qt Quick Widgets | X,R | X,R | | |

- Qt SCXML | X,R | X,R | | |

- Qt Sensors | X,R | X,R | | |

- Qt Serial Bus | X,R | X,R | | |

- Qt Serial Port | X,R | X,R | | |

- Qt Speech | X,R | X,R | | |

- Qt SVG | X,R | X,R | | |

- Qt UI Tools | X,R | X,R | | |

- Qt WebChannel | X,R | X,R | | |

- Qt WebEngine | X,R | X,R | | |

- Qt WebSockets | X,R | X,R | | |

- Qt WebView | X,R | X,R | | |

- Qt Windows Extras | X,R | X,R | | |

- Qt X11 Extras | X,R | X,R | | |

- Qt XML | X,R | X,R | | |

Qt XML Patterns | X,R | X,R | | |

Qt Wayland Compositor | X,R | X,R | | |

Qt Charts | X,R | X,R | | |

Qt Data Visualization | X,R | X,R | | |

Qt Virtual Keyboard | X,R | X,R | | |

Boot 2 Qt stack | | X,R | | |

Qt OTA | | X,R | | |

Device Utilities | | X,R | | |

Qt Debugging Bridge (QDB) Daemon | | X,R | | |

Qt Quick Ultralite Controls | | | X,R | |

Qt Quick Ultralite | | | X,R | |

Qt Creator | X | X | X | |

Qt Designer (Qt Widget Designer) | X | X | | |

Qt Quick Designer (Qt Creator plugin) | X | X | X | |

Qt Linguist | X | X | X | |

Qt Assistant | X | X | X | |

lupdate | X | X | X | |

lrelease | X | X | X | |

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| ----- |
| qmake X X |
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| uic X X |
| ----- |
| rcc X X |
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| qlalr X X |
| ----- |
| qdoc X X |
| ----- |
| qmlscene X X |
| ----- |
| qmlviewer X X |
| ----- |
| Target toolchains X X |
| ----- |
| Qt Debugging Bridge (QDB) Host Tools X |
| ----- |
| qtconfig-gui X |
| ----- |
| Qt Emulator X |
| ----- |
| qmlinterfacegenerator X |
| ----- |
| qmltocpp X |
| ----- |
| qulfontcompiler X |
| ----- |
| Qt53DStudioRuntime2 X,R |
| ----- |
| Qt 3D Studio X |
| ----- |
| Qt Design Studio X |
| ----- |

APPENDIX 3: ADDITIONS TO LICENSED SOFTWARE

In addition to what is provided under the definition of the Licensed Software, Parties agree that Licensed Software shall also include the Add-On Products of The Qt Company, as mentioned in this Appendix, if included in the quote / invoice.

The Modules and/or Tools of the Licensed Software that are included with each Add-On Product respectively are marked with 'X' in the below table. Parts of the respective Add-On Product that are permitted for distribution in object-code form only ("Redistributables") are marked with 'R' in the below table.

| ----- |
|--|
| Add-On Product(s) |
| Modules / ----- |
| Tools of Qt for Qt Qt Safe Qt Qt Qt |
| Licensed Automation Automotive Renderer Application Gammaray Deployment |
| Software Suite Manager Platform |
| Package |
| ----- |
| Qt MQTT X,R |
| ----- |
| Qt KNX X,R |
| ----- |
| Qt OPC UA X,R |
| ----- |
| Qt CoAP X,R |
| ----- |
| Qt Safe X,R X,R |
| Renderer |
| ----- |
| Qt |
| Application X,R X,R |
| Manager |
| ----- |
| Qt IVI X,R |
| ----- |

Reference UI | | X,R | | | |

Qt GENIVI | | X,R | | | |

Extras | | | | | |

QML Live | | X | | | |

Qt Creator | | X | | | |

Deployment | | | | | |

Qt Creator | | | | | |

Plugin for | | | | | |

Qt | | X | | X | |

Application | | | | | |

Manager | | | | | |

Qt | | | | | |

Automotive | | | | | |

Suite | | X | | | |

Deployment | | | | | |

Server | | | | | |

Qt Design | | X | | | |

Studio | | | | | |

Qt 3D Studio | | X | | | |

GammaRay | | X | | | X |

Platform | | | | | |

adaptations | | | | | |

for | | | | | X

specified | | | | | |

Deployment | | | | | |

Platforms | | | | | |

Qt for |||||
Device || X ||||
Creation |||||

All the above Redistributables are subject to applicable provisions and limitations including but not limited to what is defined in section 3 of the Agreement.

APPENDIX 4: SMALL BUSINESS AND STARTUP

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

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

"Start-up Company" means a company with a maximum annual revenue, including funding, equivalent to 100,000 USD (in applicable currency) during a respective calendar year, as evidenced by duly audited records of the Licensee and approved by The Qt Company.

During the Trial Term, Section 3 shall apply with following modifications ("Trial Term Modifications"):

- (i) Licenses granted under Sections 3.1 and 3.2 shall be free of any charge. For clarity, License for distribution of Devices pursuant to Section 3.3 is subject to applicable License Fee for necessary Distribution Licenses;
- (ii) Development License under Section 3.1 is limited to a maximum of three (3) Designated Users; and
- (iii) Support is available subject to availability, as judged by The Qt Company at its free and absolute discretion, provided that support will be limited to a maximum of ten (10) tickets during the Trial Term.

Upon expiry of the Trial Term:

- (a) This Appendix 4 is terminated, Trial Term Modifications cease to remain in force, Licensee's Development Licenses shall be automatically converted into licenses subject to a License Fee (in

the amount specified in the quote or in Appendix 2 and payable with a 30-day payment term) and Licensee's rights and obligations under this Agreement shall continue to remain in force under the standard provisions of the Agreement, unless the Licensee notifies The Qt Company in writing no less than ninety (90) days before such expiry date that Licensee does not agree to such continuance, in which event the Agreement, and all rights of the Licensee thereunder, shall expire; provided however that

(b) in the event the Licensee still qualifies as a Start-up Company, the Licensee has an option ("Option"), instead of what is stated in item a) above, to renew the Trial Term. Renewal is limited to one time, and the total duration of Trial Term is thus 24 months after the effective date. Licensee shall notify The Qt Company in writing, no less than ninety (90) days before the expiry date, if Licensee wish to exercise the Option.

APPENDIX 5: NON-COMMERCIAL USE

The provisions of this Appendix 5 are applicable for non-commercial use of the Licensed Software by the Licensee.

For the purpose of this Appendix 5, the following additional definitions (replacing the relevant definition of the Agreement, where applicable) shall be applicable:

"Demo Units" shall mean (i) hardware development platform, which incorporates the Licensed Software along with Licensee's software and/or hardware, and (ii) prototype versions of Applications or Devices.

"Designated User(s)" shall mean the employees and students of the Licensee.

"Licensee Products" shall mean Applications and/or Devices.

"Permitted Purpose" shall mean (i) Licensee's internal evaluation and testing of Licensed Software, (ii) building Demo Units as well as (iii) educational use.

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

For the purpose of this Appendix 5, the following changes shall be agreed with

respect to relevant Sections of the Agreement:

I. Recital (A) shall be replaced in its entirety to read as follows:

"(A) Licensee wishes to use the Licensed Software for the Permitted Purpose."

II. Section 3.1 shall be replaced in its entirety to read as follows:

"The Qt Company grants to Licensee a personal, non-exclusive, non-transferable, revocable, royalty-free license, valid for the Term, to use, modify and copy the Licensed Software solely for the Permitted Purpose.

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that only Designated Users may use the Licensed Software.

Licensee may demonstrate the Demo Units, provided that such demonstrations must be conducted by Licensee, and the Demo Units must remain in Licensee's possession and under Licensee's control at all times.

For clarity, this Agreement does not (i) entitle Licensee to use Licensed Software to create Applications or Devices (other than prototypes thereof) or (ii) carry any distribution rights to Licensee, but such rights are subject to and conditional upon conclusion of a separate license agreement with The Qt Company."

III. Sections 3.2, 3.3, 8 and 10 shall be deleted.

IV. Section 3.4 shall be replaced in its entirety to read as follows:

"Licensee shall not:

- remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;

- transfer, publish, sublicense, disclose, display or otherwise make the Licensed Software available to any third party (except that Licensee may demonstrate the Demo Units pursuant to Section 3.1);

- 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;

Licensee shall cause all Designated Users who 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. Licensee shall be responsible for any and all actions and omissions of its Designated Users relating to the Licensed Software and use thereof.

Any use of Licensed Software beyond the provisions of this Agreement is strictly prohibited and requires an additional license from The Qt Company."

V. Section 12 shall be replaced in its entirety to read as follows:

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

Upon termination of the Agreement, Licensee shall cease using the Licensed Software. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must, upon request, promptly deliver to The Qt Company a written confirmation that this has occurred."

Except for the modifications specified above, this Appendix carries no change to the terms of the Agreement which shall remain in full force.

ISC

ISC License:

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THE SOFTWARE IS PROVIDED "AS IS" AND ISC DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL ISC BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.