Opensource License Manifest

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GCC RUNTIME LIBRARY EXCEPTION

Version 3.1, 31 March 2009

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"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

The Qt Company hereby represents and warrants that it has the power and authority to grant the rights and licenses granted to Licensee under this Agreement.

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

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14.9. No Implied License

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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 | |

---

qmake | X | X | | |

---

uic | X | X | | |

---

rcc | X | X | | |

---

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

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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 Manager		X,R		X,R		
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 | | | | | |

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==========

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Our home page can be found at

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--- end of FTL.TXT ---

Artistic-1.0

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bzip2/libbzip2 version 1.0.4 of 20 December 2006

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