



Open Source Used In Cisco IP Phone 8800 Series for Third-Party Call Control 10.3(1)

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1.3 curl 7.26.0

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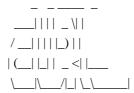
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1.6 hostapd 2.0 :MxC-1.1C R4.0

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1.7 libxml2 2.7.3

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1.8 linux kernel 3.0.31 :MxC-1.1C R4.0

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/* nicstar.c v0.22 Jawaid Bazyar (bazyar@hypermall.com)

* nicstar.c, M. Welsh (matt.welsh@cl.cam.ac.uk)

*

- * Hacked October, 1997 by Jawaid Bazyar, Interlink Advertising Services Inc.
- * http://www.hypermall.com/
- * 10/1/97 commented out CFG PHYIE bit we don't care when the PHY
- * interrupts us (except possibly for removal/insertion of the cable?)
- * 10/4/97 began heavy inline documentation of the code. Corrected typos
- * and spelling mistakes.
- * 10/5/97 added code to handle PHY interrupts, disable PHY on
- * loss of link, and correctly re-enable PHY when link is
- * re-established. (put back CFG_PHYIE)

*

* Modified to work with the IDT7721 nicstar -- AAL5 (tested) only.

*

* R. D. Rechenmacher <ron@fnal.gov>, Aug. 6, 1997

```
* Linux driver for the IDT77201 NICStAR PCI ATM controller.
* PHY component is expected to be 155 Mbps S/UNI-Lite or IDT 77155;
* see init_nicstar() for PHY initialization to change this. This driver
* expects the Linux ATM stack to support scatter-gather lists
* (skb->atm.iovcnt != 0) for Rx skb's passed to vcc->push.
* Implementing minimal-copy of received data:
  IDT always receives data into a small buffer, then large buffers
   as needed. This means that data must always be copied to create
   the linear buffer needed by most non-ATM protocol stacks (e.g. IP)
   Fix is simple: make large buffers large enough to hold entire
   SDU, and leave <small buffer data> bytes empty at the start. Then
   copy small buffer contents to head of large buffer.
* Trick is to avoid fragmenting Linux, due to need for a lot of large
   buffers. This is done by 2 things:
     1) skb->destructor / skb->atm.recycle_buffer
        combined, allow nicstar free rx skb to be called to
        recycle large data buffers
     2) skb_clone of received buffers
  See nicstar free rx skb and linearize buffer for implementation
   details.
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Version 2, June 1991

* M. Welsh, 6 July 1996

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* @version 3.0 (December 2000)

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- * @author Vincent Rijmen <vincent.rijmen@esat.kuleuven.ac.be>
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1.16 OpenSSL patch to 0.9.8 branch to add RFC5649 (key wrap with pad) 1.0

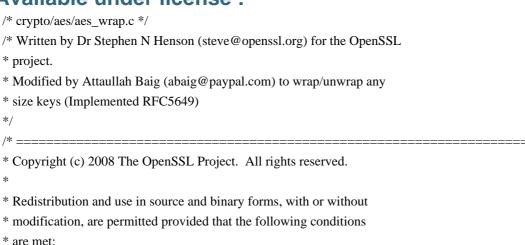
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1.17 QJson 0.8.1

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Version 2.1, February 1999

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Each party acknowledges that during the Initial Term of this Agreement it shall have access to information about the other party's business, business methods, business plans, customers, business relations, technology, and other

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13.3. Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia to Licensee if Licensee breaches this Agreement.

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.

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13.4. Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections 2, 5.1, 6, 7, 8(iii), 10, 12, 13.5, 13.6, 13.9, 13.10, and 13.11 shall survive the termination of the Agreement. Notwithstanding the foregoing, Sections 5.1 shall not survive if the Agreement is terminated for material breach.

13.5. Entire Agreement

This Agreement constitutes 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, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

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If credit has been extended to Licensee by Digia, all payments under this Agreement are due within thirty (30) days of the date Digia mails its invoice to Licensee. If Digia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Digia. All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. Licensee shall be entitled to withhold from payments any applicable withholding taxes and comply with all applicable tax and employment legislation. Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments

made hereunder (including those required to be withheld or deducted from payments). Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates.

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Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure 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. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

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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 below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

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Agreement version 1.5.2

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or replacement of the Licensed Software, provided Licensee returns to Digia all copies of the Licensed Software as originally delivered to Licensee. Digia shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse or misapplication, nor shall Digia, under any circumstances, be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from Digia to Licensee shall not exceed the total amount Licensee has paid to Digia in connection with this Agreement.

11. SUPPORT AND UPDATES

Licensee will be eligible to receive Support and Updates during the Initial Term, in accordance with Digia's then current policies and procedures, if any. Such policies and procedures may be changed from time to time. Following the Initial Term, Digia shall no longer make the Licensed Software available to Licensee unless Licensee purchases additional Support and Updates according to this Section 11 below.

Licensee may purchase additional Support and Updates following the Initial Term at Digia's terms and conditions applicable at the time of renewal.

12. CONFIDENTIALITY

Each party acknowledges that during the Initial Term of this Agreement it shall have access to 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 (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict 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.

"Confidential Information" shall not include information that (a) is or becomes generally known to the public through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (c) is developed by employees 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 or by persons who have not had access to the Confidential Information of the Disclosing Party as proven by the written records of the Receiving Party; (d) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (e) the Receiving Party is legally compelled to disclose the information, in which case the Receiving Party shall assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to protect against and prevent disclosure of any Confidential Information and to limit the scope of disclosure and the dissemination of disclosed Confidential Information by all legally available means.

The obligations of the Receiving Party under this Section shall continue during the Initial Term and for a period of five (5) years after expiration or termination of this Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 12, this Section 12 shall be controlling over the terms of the Non-Disclosure Agreement.

13. GENERAL PROVISIONS

13.1. Marketing

Digia may include Licensee's company name and logo in a publicly available list of Digia customers and in its public communications.

13.2. No Assignment

Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Digia, which shall not be unreasonably withheld. Digia shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

13.3. Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia to Licensee if Licensee breaches this Agreement.

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.

Upon termination of the Licenses, Licensee shall return to Digia all copies of Licensed Software that were supplied by Digia. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must promptly deliver to Digia a written confirmation that this has occurred.

13.4. Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections 2, 5.1, 6, 7, 8(iii), 10, 12, 13.5, 13.6, 13.9, 13.10, and 13.11 shall survive the termination of the Agreement. Notwithstanding the foregoing, Sections 5.1 shall not survive if the Agreement is terminated for material breach.

13.5. Entire Agreement

This Agreement constitutes 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, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

13.6. Payment and Taxes

If credit has been extended to Licensee by Digia, all payments under this Agreement are due within thirty (30) days of the date Digia mails its invoice to Licensee. If Digia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Digia. All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. Licensee shall be entitled to withhold from payments any applicable withholding taxes and comply with all applicable tax and employment legislation. Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments). Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates.

13.7. Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure 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. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

13.8. 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 below. Each

communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

Notices to Digia shall be given to:

Digia Finland Ltd

Attn: Qt / Legal

Valimotie 21

FI-00380 Helsinki

Finland

Fax: +358 10 313 3700

13.9. Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications 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 Licensed Software, Modified Software or Applications.

13.10. Governing Law and Legal Venue:

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. 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

13.11 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 Digia and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software and/or Modified Software, as applicable, with any other software or hardware not delivered by Digia under this Agreement.

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313 3000 | FAX +358 (0) 10 313 3700

PLACE OF REGISTERED OFFICE: HELSINKI | VAT REG. | BUSINESS ID 1091248-4 |

WWW.DIGIA.COM
Qt COMMERCIAL EVALUATION LICENSE AGREEMENT

Agreement version 2.0

This Evaluation License Agreement ("Agreement") is a legal agreement between Digia Finland Ltd ("Digia"), with its registered office at Valimotie 21, FI-00380 Helsinki, Finland and you (either an individual or a legal entity) ("Licensee") for the Licensed Software.

1. DEFINITIONS

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

"Term" shall mean the period of time thirty (30) days from the later of (a) the Effective Date; or (b) the date the Licensed Software was initially delivered to Licensee by Digia. If no specific Effective Date is set forth in the Agreement, the Effective Date shall be deemed to be the date the Licensed Software was initially delivered to Licensee.

"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and

printed materials, including the source code, example programs and the documentation delivered by Digia to Licensee in conjunction with this Agreement.

"Nokia shall mean Digia Plc, a corporation incorporated under the laws of Finland, having its registered office at PO box 226, 00045 Nokia Group, Finland (visiting address Keilalahdentie 4, 02150 Espoo, Finland) and registered with the Finnish Trade Register under business ID 0112038-9 and acting on behalf of its respective Affiliates.

"Party or Parties" shall mean Licensee and/or Digia.

2. OWNERSHIP

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If Licensee provides any findings, proposals, suggestions or other feedback ("Feedback") to Digia regarding the Licensed Software, Digia shall own all right, title and interest including the intellectual property rights in and to such Feedback, excluding however any existing patent rights of Licensee. To the extent Licensee owns or controls any patents for such Feedback Licensee hereby grants to Digia and its Affiliates, a worldwide, perpetual, non-transferable, sublicensable, royalty-free license to (i) use, copy and modify Feedback and to create derivative works thereof, (ii) to make (and have made), use, import, sell, offer for sale, lease, dispose, offer for disposal or otherwise exploit any products or services of Digia containing Feedback,, and (iii) sublicense all the foregoing rights to third party licensees and customers of Digia and/or its Affiliates.

3. VALIDITY OF THE AGREEMENT

By installing, copying, or otherwise using the Licensed Software, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee may not install, copy, or otherwise use the Licensed Software. Upon Licensee's acceptance of the terms and conditions of this Agreement, Digia grants Licensee the right to use the Licensed Software in the manner provided below.

4. LICENSES

4.1. Using and Copying

Digia grants to Licensee a non-exclusive, non-transferable, time-limited license to use and copy the Licensed Software for sole purpose of evaluating the Licensed Software during the Term.

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that (a) if an individual, only such individual; or (b) if a legal entity only its employees; use the Licensed Software for the authorized purposes.

4.2. No Distribution or Modifications

Licensee may not disclose, modify, sell, market, commercialise, distribute, loan, rent, lease, or license the Licensed Software or any copy of it or use the Licensed Software for any purpose that is not expressly granted in this Section 4. Licensee may not alter or remove any details of ownership, copyright, trademark or other property right connected with the Licensed Software. Licensee may not distribute any software statically or dynamically linked with the Licensed Software.

4.3. No Technical Support

Digia has no obligation to furnish Licensee with any technical support whatsoever. Any such support is subject to separate agreement between the Parties.

4.4 Further Requirements

It is expressly acknowledged and understood by Licensee, that Licensee is strictly prohibited from using Licensed Software for creation of mobile phones or tablet computers targeted for consumer end users.

Notwithstanding anything contrary to this Agreement, it is expressly acknowledged and understood by Licensee, that Nokia shall hereby be named as a third party beneficiary under this Agreement with respect to this Section 4.4. Therefore, Nokia shall have the same rights as Digia under this Agreement with respect to this Section 4.4, and shall be entitled to exercise such rights independent from Digia.

5. 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 along with the Licensed Software delivery as a convenience for development and testing only. Such source code and libraries may be listed in the ".../src/3rdparty" source tree delivered with the Licensed Software or documented in the Licensed Software where the Third Party Software is used, as may be amended from time to time, do not comprise the Licensed Software. Licensee acknowledges (1) that some part of Third Party Software may require additional licensing of copyright and patents from the owners of such, and (2) that distribution of any of the Licensed Software referencing any portion of a Third Party Software may require appropriate licensing from such third parties.

6. LIMITED WARRANTY AND WARRANTY DISCLAIMER

The Licensed Software is licensed to Licensee "as is". To the maximum extent permitted by applicable law, Digia on behalf of itself and its suppliers, disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

7. LIMITATION OF LIABILITY

If, Digia's warranty disclaimer notwithstanding, Digia is held liable to Licensee, whether in contract, tort or any other legal theory, based on the Licensed Software, Digia's entire liability to Licensee and Licensee's exclusive remedy shall be, at Digia's option, either (A) return of the price Licensee paid for the Licensed Software, or (B) repair or replacement of the Licensed Software, provided Licensee returns to Digia all copies of the Licensed Software as originally delivered to Licensee. Digia shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse or misapplication, nor shall Digia under any circumstances be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from Digia to Licensee shall not exceed the total amount Licensee has paid to Digia in connection with this Agreement.

8. CONFIDENTIALITY

Each party acknowledges that during the Term of this Agreement it shall have access to 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 (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its Affiliates to: (i) maintain the Confidential Information in strict 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.

"Confidential Information" shall not include information that (a) is or becomes generally known to the public through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (c) is developed by the Receiving Party without access to the Confidential Information of the Disclosing Party or by persons who have not had access to the Confidential Information of the Disclosing Party as proven by the written records of the Receiving Party; (d) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (e) the Receiving Party is legally compelled to disclose the information, in which case the Receiving Party shall assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to protect against and prevent disclosure of any Confidential Information and to limit the scope of disclosure and the dissemination of disclosed Confidential Information by all legally available means.

The obligations of the Receiving Party under this Section shall continue during the Initial Term and for a period of five (5) years after expiration or termination of this Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 8, this Section 8 shall be controlling over the terms of the Non-Disclosure Agreement.

9. GENERAL PROVISIONS

9.1. No Assignment

Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Digia, which shall not be unreasonably withheld.

9.2. Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia to Licensee if Licensee breaches this Agreement.

Upon termination of this Agreement, Licensee shall return to Digia all copies of Licensed Software that were supplied by Digia. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must promptly deliver to Digia a written confirmation that this has occurred.

9.3. Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections: 2, 5, 6, 7, 8, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 of this Agreement.

9.4. Entire Agreement

This Agreement constitutes 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, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 8. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

9.5. Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software 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 Licensed Software.,

9.6. Governing Law and Legal Venue

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes arising out of or relating to this Agreement shall be resolved in arbitration under the Rules of Arbitration of the Chamber of Commerce of Helsinki, Finland. 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.

9.7. 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 Digia 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 Digia under this Agreement.

9.8. Government End Users

A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Licensed Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Licensed Software with only those rights set forth herein. The Licensed Software (including related documentation) is provided to U.S. Government End Users: (a) only as a commercial end item; and (b) only pursuant to this Agreement.

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Version 2.1, February 1999

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[This is the first released version of the Lesser GPL. It also counts

as the successor of the GNU Library Public License, version 2, hence

the version number 2.1.]

Preamble

The licenses for most software are designed to take away your

freedom to share and change it. By contrast, the GNU General Public

Licenses are intended to guarantee your freedom to share and change

free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some

specially designated software packages--typically libraries--of the

Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

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

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

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

it. And you must show them these terms so they know their rights.

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

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use

this license for certain libraries in order to permit linking those libraries into non-free programs.

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

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

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

case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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

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

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

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

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

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

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

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

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

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

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

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so

that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

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Each party acknowledges that during the Initial Term of this Agreement it shall have access to 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 (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict 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.

"Confidential Information" shall not include information that (a) is or becomes generally known to the public through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (c) is developed by employees 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 or by persons who have not had access to the Confidential Information of the Disclosing Party as proven by the written records of the Receiving Party; (d) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (e) the Receiving Party is legally compelled to disclose the information, in which case the Receiving Party shall assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to protect against and prevent disclosure of any Confidential Information and to limit the scope of disclosure and the dissemination of disclosed Confidential Information by all legally available means.

The obligations of the Receiving Party under this Section shall continue during the Initial Term and for a period of five (5) years after expiration or termination of this Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 12, this Section 12 shall be controlling over the terms of the Non-Disclosure Agreement.

13. GENERAL PROVISIONS

13.1 Marketing

Digia may include Licensee's company name and logo in a publicly available list of Digia customers and in its public communications.

13.2 No Assignment

Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Digia, which shall not be unreasonably withheld. Digia shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

13.3 Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia to Licensee if Licensee breaches this Agreement.

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.

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13.4 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections: 2, 5.1, 6, 7, 8(iv), 10, 12, 13.5, 13.6, 13.9, 13.10 and 13.11 of this Agreement. Notwithstanding the foregoing, Section 5.1 shall not survive if the Agreement is terminated for material breach.

13.5 Entire Agreement

This Agreement constitutes 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, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

13.6 Payment and Taxes

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Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure 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. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

13.8 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 below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

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Each party acknowledges that during the Initial Term of this Agreement it shall have access to 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 (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict 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

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The obligations of the Receiving Party under this Section shall continue during the Initial Term and for a period of five (5) years after expiration or termination of this Agreement. To the extent that the terms of the Non-Disclosure Agreement between Digia and Licensee conflict with the terms of this Section 12, this Section 12 shall be controlling over the terms of the Non-Disclosure Agreement.

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13.1 Marketing

Digia may include Licensee's company name and logo in a publicly available list of Digia customers and in its public communications.

13.2 No Assignment

Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Digia, which shall not be unreasonably withheld. Digia shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

13.3 Termination

Digia may terminate the Agreement at any time immediately upon written notice by Digia to Licensee if Licensee breaches this Agreement.

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.

Upon termination of the Licenses, Licensee shall return to Digia all copies of Licensed Software that were supplied by Digia. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must promptly deliver to Digia a written confirmation that this has occurred.

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Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections 2, 5.1, 6, 7, 8(iii), 10, 12, 13.5, 13.6, 13.9, 13.10, and 13.11 shall survive the termination of the Agreement. Notwithstanding the foregoing, Section 5.1 shall not survive if the Agreement is terminated for material breach.

13.5 Entire Agreement

This Agreement constitutes 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, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

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Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure 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. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

13.8 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 below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

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Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

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Appendix 1

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- The Licensed Software's help tool in object code/executable form ("Qt Assistant")
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This is JavaScriptCore's variant of the PCRE library. While this library

started out as a copy of PCRE, many of the features of PCRE have been removed.

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

Because of this blurred distinction, using the ordinary General

Public License for libraries did not effectively promote software

sharing, because most developers did not use the libraries. We

concluded that weaker conditions might promote sharing better.

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

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

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

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

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

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

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in

themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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

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

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

5. A program that contains no derivative of any portion of the

Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

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

Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not.

Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6.

Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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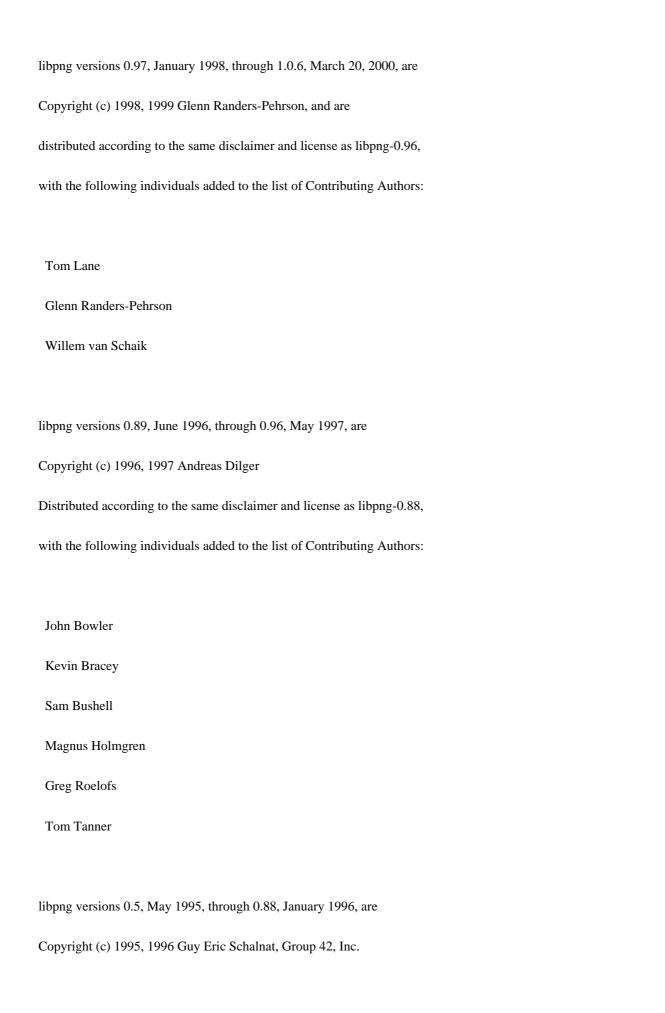
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* */

/* *

```
/* *
                                   * */
/* * Parts of this software have been adapted from the libpng package.
/* * Although this library supports all features from the PNG specification * */
/* * (as MNG descends from it) it does not require the libpng package.
/* * It does require the zlib library and optionally the IJG jpeg library, * */
/* * and/or the "little-cms" library by Marti Maria (depending on the
/* * inclusion of support for JNG and Full-Color-Management respectively. * */
/* * This library's function is primarily to read and display MNG
/* * animations. It is not meant as a full-featured image-editing
/* * at the chunk level.
                                        * */
/* * (future modifications may include some more support for creation
/* * and or editing)
/* *
                                   * */
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from the Bitstream Vera fonts, their competitors should not be able to do so either. You can sell the fonts as part of any software package, however.

2. I want to package these fonts separately for distribution and sale as part of a larger software package or system. Can I do so?

Yes. A RPM or Debian package is a "larger software package" to begin with, and you aren't selling them independently by themselves.

See 1. above.

3. Are derivative works allowed?

Yes!

4. Can I change or add to the font(s)?

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5. Under what terms are derivative works allowed?

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6. If I have improvements for Bitstream Vera, is it possible they might get adopted in future versions?

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7. I want to sell a software package that uses these fonts: Can I do so?

Sure. Bundle the fonts with your software and sell your software with the fonts. That is the intent of the copyright.

8. If applications have built the names "Bitstream Vera" into them, can I override this somehow to use fonts of my choosing?

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Digia may terminate the Agreement at any time immediately upon written notice by Digia to Licensee if Licensee breaches this Agreement.

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.

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13.4 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination

of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections 2, 5.1, 6, 7, 8(iii), 10, 12, 13.5, 13.6, 13.9, 13.10, and 13.11 shall survive the termination of the Agreement. Notwithstanding the foregoing, Section 5.1 shall not survive if the Agreement is terminated for material breach.

13.5 Entire Agreement

This Agreement constitutes 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, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

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Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure 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. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

13.8 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 below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

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Attn: Qt Commercial

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FI-00380 Helsinki

Finland

Fax: +358 10 313 3700

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This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. 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.

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32954__HardPCM__Chip054.wav
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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the

application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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

Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not.

Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The

threshold for this to be true is not precisely defined by law.

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

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6.

Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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

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

- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally

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Appendix 1

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1.20 Roundtable squashfs 9.0(1):9.0(10

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/*

* Squashfs - a compressed read only filesystem for Linux

*

* Copyright (c) 2002, 2003, 2004, 2005, 2006, 2007

* Phillip Lougher <phillip@lougher.demon.co.uk>

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1.21 Roundtable zLib 1.2.3

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1.22 Synergy-lite OpenMax IL 1.1.2

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/**
src/extension_struct.h

This file will include all the extension structures defined in Bellagio and not present in the OpenMAX spec. These structure will be used with the function getExtensionIndex defined in the standard.

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