



# Open Source Used In Cisco IP Phone 8800 Series 11.7(1)

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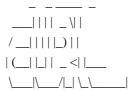
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## 1.6 glibc 2.13

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

\*

- \* 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

<sup>\*</sup> nicstar.c, M. Welsh (matt.welsh@cl.cam.ac.uk)

```
* 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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### 1.11 linux 3.0.31 :MxC-2.1 Beta1

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Version 2, June 1991

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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)

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\* 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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\*

\* M. Welsh, 6 July 1996

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(in case you are wondering where CyberLogin is, EON changed its login procedure and CyberLogin is no longer used.)

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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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### 1.12 linux for cygnus 3.10.94 :MxC-2.1 Beta1

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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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  Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.
* M. Welsh, 6 July 1996
```

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- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

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

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

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

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

#### Preamble

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

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

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

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The source code for a work means the preferred form of the work for making modifications to it. For an executable work, 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 executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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(in case you are wondering where CyberLogin is, EON changed its login
procedure and CyberLogin is no longer used.)

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for all the work for the FlexCopII chipset by B2C2,Inc.

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for his work on calculating and checking the crc's for the TechnoTrend/Hauppauge DEC driver firmware

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Kenneth Aafly <ke-aa@frisurf.no> for adding support for Typhoon DVB-S budget card

Ernst Peinlich <e.peinlich@inode.at> for tuning/DiSEqC support for the DEC 3000-s

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Wilson Michaels < wilsonmichaels@earthlink.net>

for the lgdt330x frontend driver, and various bugfixes

Michael Krufky <mkrufky@m1k.net> for maintaining v4l/dvb inter-tree dependencies

Taylor Jacob <a href="mailto:rtjacob@earthlink.net">rtjacob@earthlink.net</a>
for the nxt2002 frontend driver

Jean-Francois Thibert < jeanfrancois@sagetv.com> for the nxt2004 frontend driver

Kirk Lapray <a href="mailto:kirk.lapray@gmail.com">kirk Lapray@gmail.com</a> for the or51211 and or51132 frontend drivers, and for merging the nxt2002 and nxt2004 modules into a single nxt200x frontend driver.

(If you think you should be in this list, but you are not, drop a line to the DVB mailing list)

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

\*

- \* 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.

\*

<sup>\*</sup> nicstar.c, M. Welsh (matt.welsh@cl.cam.ac.uk)

```
* 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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# 1.13 mongoose 3.1

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## 1.17 omx 1.1.2

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/\*\*

src/extension\_struct.h

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\*

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# 1.19 Openssl 0.9.8k

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# 1.20 OpenSSL 1.0.2j :1

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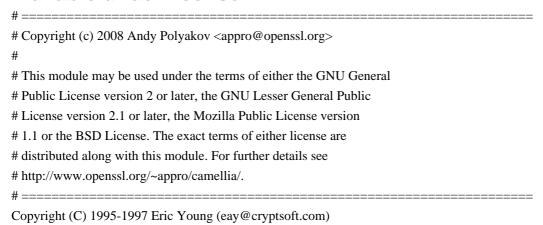
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Version 2.1, February 1999

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```
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src/parser.h
src/parser_p.h
src/parserrunnable.cpp
src/parserrunnable.h
src/qjson_debug.h
src/qjson_export.h
src/qobjecthelper.cpp
src/serializer.cpp
src/qobjecthelper.h
src/serializer.h
src/serializerrunnable.cpp
src/serializerrunnable.h
tests/cmdline_tester/cmdline_tester.cpp
tests/cmdline_tester/cmdlineparser.cpp
tests/cmdline_tester/cmdlineparser.h
tests/parser/testparser.cpp
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## 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 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.

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Agreement version 1.5.2

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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.

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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.

# 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

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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 receipient 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

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Notices to Digia shall be given to:

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Attn: Qt / Legal

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Fax: +358 10 313 3700

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Agreement version 2.0

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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.

## 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

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.

## Appendix 1

- 1. Parts of the Licensed Software that are permitted for distribution ("Redistributables"):
- The Licensed Software's main and plug-in libraries in object code form
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool in object code/executable form ("Qt Assistant")
- The Licensed Software's internationalization tools in object code/executable form ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's designer tool ("Qt Designer")
- The Licensed Software's IDE tool ("Qt Creator")
- The Licensed Software's QML ("Qt Quick") launcher tool in object code/executable form
- 2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:
- The Licensed Software's source code and header files
- The Licensed Software's documentation
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")

- The Licensed Software's User Interface Compiler ("uic" or in the case of Qt Jambi: "juic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's generator (only in the case of Qt Jambi if applicable)
- The Licensed Software's Qt SDK and its components

QT COMMERCIAL LICENSE AGREEMENT

DIGIA FINLAND LTD | VALIMOTIE 21 | FI-00380 HELSINKI FINLAND | TEL +358 (0) 10

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

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

WWW.DIGIA.COM

QT COMMERCIAL ALL OPERATING SYSTEMS DEVELOPER LICENSE AGREEMENT

Agreement version 1.3.2

This Qt Commercial All Operating Systems Commercial Developer License Agreement ("Agreement") is a legal agreement between Digia USA, Inc. ("Digia") with its registered office at 32 W. Loockerman Street, Suite 201, City of Dover, County of Kent, Delaware 19904, U.S.A., and you (either an individual or a legal entity) ("Licensee") for the Licensed Software (as defined below).

#### 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.

"Applications" shall mean Licensee's software products created using the Licensed Software which may include portions of the Licensed Software.

"Deployment Platforms" shall mean the Embedded Linux, Windows CE and Windows Mobile operating system(s).

"Designated User(s)" shall mean the employee(s) of Licensee acting within the scope of their employment or Licensee's consultant(s) or contractor(s) acting within the scope of their services for Licensee and on behalf of Licensee.

"Initial Term" shall mean the period of time one (1) year 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.

"License Certificate" shall mean the document accompanying the Licensed Software which specifies the modules which are licensed under the Agreement, Platforms and Designated Users.

"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. Licensed Software does not include Third Party Software (as defined in Section 7).

"Modified Software" shall mean modifications made to the Licensed Software by Licensee.

"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.

"Platforms" shall mean the operating system(s) listed in the License Certificate.

"Redistributables" shall mean the portions of the Licensed Software set forth in Appendix 1, Section 1 that may be distributed with or as part of Applications in object code form.

"Support" shall mean standard developer support that is provided by Digia to assist eligible Designated Users in using the Licensed Software in accordance with its established standard support procedures listed at: http://qt.digia.com/.

"Updates" shall mean a release or version of the Licensed Software containing enhancements, new features, bug fixes, error corrections and other changes that are generally made available to users of the Licensed Software that have contracted for maintenance and support.

## 2. OWNERSHIP

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To the extent Licensee submits bug fixes or error corrections, including information related thereto, Licensee hereby grants to Digia a sublicensable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up

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#### 4. 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 should not install, copy, or otherwise use the Licensed Software. In addition, by installing, copying, or otherwise using any Updates or other components of the Licensed Software that Licensee receives separately as part of the Licensed Software, Licensee agrees to be bound by any additional license terms that accompany such Updates, if any. If Licensee does not agree to the additional license terms that accompany such Updates, Licensee should not install, copy, or otherwise use such Updates.

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.

## 5. LICENSES

# 5.1 Using, Modifying and Copying

Digia grants to Licensee a non-exclusive, non-transferable, perpetual license to use, modify and copy the Licensed Software for Designated Users specified in the License Certificate for the sole purposes of:

- (i) designing, developing, and testing Application(s);
- (ii) modifying the Licensed Software as limited by section 8 below; and
- (iii) compiling the Licensed Software and/or Modified Software source code into object code.

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that only the Designated Users use the Licensed Software. Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying Digia, provided that a) the then-current Designated User has not

been designated as a replacement during the last six (6) months; and b) there is no more than the specified number of Designated Users at any given time.

#### 5.2 Limited Redistribution

- a) Digia grants Licensee a non-exclusive, royalty-free right to reproduce and distribute the object code form of Redistributables (listed in Appendix 1, Section 1) for execution on the specified Platforms, excluding the Deployment Platforms. Copies of Redistributables may only be distributed with and for the sole purpose of executing Applications permitted under this Agreement that Licensee has created using the Licensed Software. Under no circumstances may any copies of Redistributables be distributed separately. This Agreement does not give Licensee any rights to distribute any of the parts of the Licensed Software listed in Appendix 1, Section 2, neither as a whole nor as parts or snippets of code.
- b) Licensee may not distribute, transfer, assign or otherwise dispose of Applications and/or Redistributables, in binary/compiled form, or in any other form, if such action is part of a joint software and hardware distribution, except as provided by a separate runtime distribution license with Digia or one of its authorized distributors. A joint hardware and software distribution shall be defined as either:
- (i) distribution of a hardware device where, in its final end user configuration, the main user interface of the device is provided by Application(s) created by Licensee or others, using a commercial version of a Qt or Qt-based product, and depends on the Licensed Software or an open source version of any Qt or Qt-based software product; or
- (ii) distribution of the Licensed Software with a device designed to facilitate the installation of the Licensed Software onto the same device where the main user interface of such device is provided by Application(s) created by Licensee or others, using a commercial version of a Qt or Qt-based product, and depends on the Licensed Software.
- c) Licensee's distribution of Licensed Software and/or Modified Software or Applications on Deployment Platforms requires a separate distribution license from Digia. Notwithstanding the above limitation, Licensee may distribute the Application in binary/compiled form onto devices running Windows CE provided the core functionality of the device does not depend on either the Licensed Software or the Application.

## 5.3 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.

The aforementioned shall not prohibit Licensee from using Licensed Software for the purpose of creating of applications for any devices, including mobile phone and tablet computers.

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 5.3. Therefore, Nokia shall have the same rights as Digia under this Agreement with respect to this Section 5.3, and shall

be entitled to exercise such rights independent from Digia.

The licenses granted in this Section 5 by Digia to Licensee and Licensee Affiliates are subject to Licensee and Licensee Affiliate's compliance with Section 8 of this Agreement.

#### 6. VERIFICATION

Digia or a certified auditor on Digia's behalf, may, upon its reasonable request and at its expense, audit Licensee with respect to the use of the Licensed Software. 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. Digia will not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that Licensee is using the Licensed Software in a way that is in material violation of the terms of the Agreement, then Licensee shall pay Digia's reasonable costs of conducting the audit. In the case of a material violation, Licensee agrees to pay Digia any amounts owing that are attributable to the unauthorized use. In the alternative, Digia reserves the right, at Digia's sole option, to terminate the licensee for the Licensed Software.

### 7. 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 (i) that some part of Third Party Software may require additional licensing of copyright and patents from the owners of such, and (ii) that distribution of any of the Licensed Software referencing any portion of a Third Party Software may require appropriate licensing from such third parties.

## 8. CONDITIONS FOR CREATING APPLICATIONS

The licenses granted in this Agreement for Licensee to create, modify and distribute Applications is subject to all of the following conditions: (i) all copies of the Applications Licensee creates must bear a valid copyright notice either Licensee's own or the copyright notice that appears on the Licensed Software; (ii) Licensee may not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software including but not limited to the About Boxes; (iii) Licensee will indemnify and hold Digia, its Affiliates, contractors, and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of Applications; (iv) Applications must be developed using a licensed, registered copy of the Licensed Software; (v) Applications must add primary and substantial functionality to the Licensed Software; (vi) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; however 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); (vii) Licensee may create Modified Software that breaks the source or binary compatibility with the Licensed Software. This includes, but is not limited to, changing the application programming interfaces ("API") by adding, changing or deleting any variable, method, or class signature in the Licensed Software, the inter-process QCop specification, and/or any inter-

process protocols, services or standards in the Licensed Software libraries. To the extent that Licensee breaks source or binary compatibility with the Licensed Software, Licensee acknowledges that Digia's ability to provide Support may be prevented or limited and Licensee's ability to make use of Updates may be restricted; (viii) Applications may not compete with the Licensed Software; (ix) Licensee may not use Digia's or any of its suppliers' names, logos, or trademarks to market Applications, except to state that Licensee's Application(s) was developed using the Licensed Software.

NOTE: The Open Source Editions of Qt products and the Qt, Qtopia and Qt Extended versions previously licensed by Trolltech (collectively referred to as "Products") are licensed under the terms of the GNU Lesser General Public License version 2.1 ("LGPL") and/or the GNU General Public License versions 2.0 and 3.0 ("GPL") (as applicable) and not under this Agreement. If Licensee, or another third party, has, at any time, developed all (or any portions of) the Application(s) using a version of one of these Products licensed under the LGPL or the GPL, Licensee may not combine such development work with the Licensed Software and must license such Application(s) (or any portions derived there from) under the terms of the GNU Lesser General Public License version 2.1 (Qt only) or GNU General Public License version 2.0 (Qt, Qtopia and Qt Extended) or version 3 (Qt only) copies of which are located at http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html,

http://www.fsf.org/licensing/licenses/info/GPLv2.html, and http://www.gnu.org/copyleft/gpl.html.

#### 9. LIMITED WARRANTY AND WARRANTY DISCLAIMER

Digia hereby represents and warrants with respect to the Licensed Software 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". 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 and fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

## 10. LIMITATION OF LIABILITY

If, Digia's warranty disclaimer notwithstanding, Digia is held to be 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.

## 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, 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

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## 13.7 Force Majeure

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# 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 USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

# 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 governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of New York without given effect to any choice of law rule that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each Party (a) hereby irrevocably submits itself to and consents to the jurisdiction of the United States District Court for the Southern District of New York (or if such court lacks jurisdiction, the state courts of the State of New York) for the purposes of any action, claim, suit or proceeding between the Parties in connection with any controversy, claim, or dispute arising out of or relating to this Agreement; and (b) hereby waives, and agrees not to assert by way of motion, as a defence or otherwise, in any such action, claim, suit or proceeding, any claim that is not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper. Notwithstanding the foregoing, nothing in this Section 13.10 is intended to, or shall be deemed to, constitute a submission or consent to, or selection of, jurisdiction, forum or venue for any action for patent infringement, whether or not such action relates to this Agreement.

# 13.11 No Implied License

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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.

# Appendix 1

- 1. Parts of the Licensed Software that are permitted for distribution ("Redistributables")
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- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool in object code/executable form ("Qt Assistant")
- The Licensed Software's internationalization tools in object code/executable form ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's designer tool ("Qt Designer")
- The Licensed Software's IDE tool ("Qt Creator")
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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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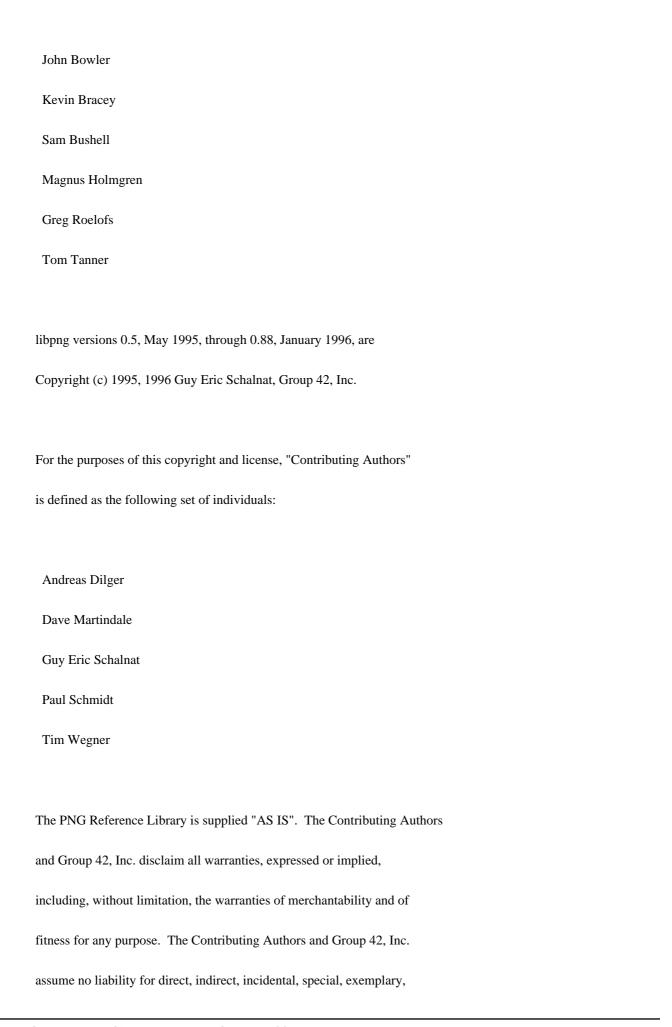
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/* * This library's function is primarily to read and display MNG
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Sounds were created by these nicknames: HardPCM, Matt\_G, klankbeeld, steveygos93, joe93barlow, ljudman, Jovica, patchen, nthompson

78677\_\_joe93barlow\_\_strike2.wav

47251\_\_nthompson\_\_rocket.wav

3378\_\_patchen\_\_Rhino\_03.wav

3258\_\_Jovica\_\_Dronetail\_02.wav

 $30351\_Matt\_G\_Space\_Fighter\_Pass.wav$ 

 $32954\_HardPCM\_Chip054.wav$ 

 $32985\_HardPCM\_Alarm001.wav$ 

33245\_\_ljudman\_\_grenade.wav

78678\_joe93barlow\_swing0.wav

 $80401\_steveygos93\_Explosion2.wav$ 

109438\_klankbeeld\_intro\_brass\_01.wav

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on Tue, 19 Oct 2010 10:05:04 +0200

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Licensee shall 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 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.

# 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

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 USA, Inc

2350 Mission College Blvd.

**Suite 1020** 

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

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#### 13.10 Governing Law and Legal Venue

This Agreement shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of New York without given effect to any choice of law rule that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each Party (a) hereby irrevocably submits itself to and consents to the jurisdiction of the United States District Court for the Southern District of New York (or if such court lacks jurisdiction, the state courts of the State of New York) for the purposes of any action, claim, suit or proceeding between the Parties in connection with any controversy, claim, or dispute arising out of or relating to this Agreement; and (b) hereby waives, and agrees not to assert by way of motion, as a defence or otherwise, in any such action, claim, suit or proceeding, any claim that is not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper. Notwithstanding the foregoing, nothing in this Section 13.10 is intended to, or shall be deemed to, constitute a submission or consent to, or selection of, jurisdiction, forum or venue for any action for patent infringement, whether or not such action relates to this Agreement.

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# Appendix 1

- 1. Parts of the Licensed Software that are permitted for distribution ("Redistributables"):
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- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool in object code/executable form ("Qt Assistant")
- The Licensed Software's internationalization tools in object code/executable form ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's designer tool ("Qt Designer")
- The Licensed Software's IDE tool ("Qt Creator")
- The Licensed Software's QML ("Qt Quick") launcher tool in object code/executable form
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- The Licensed Software's documentation
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- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic" or in the case of Qt Jambi: "juic")
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- The Licensed Software's generator (only in the case of Qt Jambi)
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Version 3, 29 June 2007

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

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6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

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- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical

medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

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A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

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The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

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\*

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## 1.31 wpa\_supplicant 2.0 :MxC-1.1C R4.0

## 1.31.1 Available under license:

wpa\_supplicant and hostapd

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## 1.32 xinetd 2.3.15

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