



# Open Source Used In Cisco JVDI for Linux 12.8

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In your requests please include the following reference number 78EE117C99-1012437874

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# 1.1 pcre 8.43

### 1.1.1 Available under license:

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#### End

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PCRE is a library of functions to support regular expressions whose syntax and semantics are as close as possible to those of the Perl 5 language.

Release 8 of PCRE is distributed under the terms of the "BSD" licence, as specified below. The documentation for PCRE, supplied in the "doc" directory, is distributed under the same terms as the software itself. The data in the testdata directory is not copyrighted and is in the public domain.

The basic library functions are written in C and are freestanding. Also included in the distribution is a set of C++ wrapper functions, and a just-in-time compiler that can be used to optimize pattern matching. These are both optional features that can be omitted when the library is built.

#### THE BASIC LIBRARY FUNCTIONS

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#### PCRE JUST-IN-TIME COMPILATION SUPPORT

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STACK-LESS JUST-IN-TIME COMPILER

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Written by: Zoltan Herczeg Email local part: hzmester Email domain: freemail.hu

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THE C++ WRAPPER FUNCTIONS

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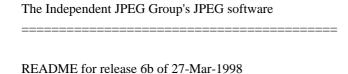
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# 1.2 libjpeg 9b

### 1.2.1 Notifications:

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Serious users of this software (particularly those incorporating it into larger programs) should contact IJG at jpeg-info@uunet.uu.net to be added to our electronic mailing list. Mailing list members are notified of updates and have a chance to participate in technical discussions, etc.

This software is the work of Tom Lane, Philip Gladstone, Jim Boucher, Lee Crocker, Julian Minguillon, Luis Ortiz, George Phillips, Davide Rossi, Guido Vollbeding, Ge' Weijers, and other members of the Independent JPEG Group.

IJG is not affiliated with the official ISO JPEG standards committee.

#### DOCUMENTATION ROADMAP

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This file contains the following sections:

OVERVIEW General description of JPEG and the IJG software.

LEGAL ISSUES Copyright, lack of warranty, terms of distribution.

REFERENCES Where to learn more about JPEG.

ARCHIVE LOCATIONS Where to find newer versions of this software.

RELATED SOFTWARE Other stuff you should get.

FILE FORMAT WARS Software \*not\* to get.

TO DO Plans for future IJG releases.

Other documentation files in the distribution are:

User documentation:

install.doc How to configure and install the IJG software.

usage.doc Usage instructions for cjpeg, djpeg, jpegtran, rdjpgcom, and wrjpgcom.

\*.1 Unix-style man pages for programs (same info as usage.doc).

wizard.doc Advanced usage instructions for JPEG wizards only.

change.log Version-to-version change highlights.

Programmer and internal documentation:

libjpeg.doc How to use the JPEG library in your own programs.

example.c Sample code for calling the JPEG library.

structure.doc Overview of the JPEG library's internal structure.

filelist.doc Road map of IJG files.

coderules.doc Coding style rules --- please read if you contribute code.

Please read at least the files install.doc and usage.doc. Useful information can also be found in the JPEG FAQ (Frequently Asked Questions) article. See ARCHIVE LOCATIONS below to find out where to obtain the FAQ article.

If you want to understand how the JPEG code works, we suggest reading one or more of the REFERENCES, then looking at the documentation files (in roughly the order listed) before diving into the code.

#### **OVERVIEW**

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This package contains C software to implement JPEG image compression and decompression. JPEG (pronounced "jay-peg") is a standardized compression method for full-color and gray-scale images. JPEG is intended for compressing "real-world" scenes; line drawings, cartoons and other non-realistic images are not its strong suit. JPEG is lossy, meaning that the output image is not exactly identical to the input image. Hence you must not use JPEG if you have to have identical output bits. However, on typical photographic images, very good compression levels can be obtained with no visible change, and remarkably high compression levels are possible if you can tolerate a low-quality image. For more details, see the references, or just experiment with various compression settings.

This software implements JPEG baseline, extended-sequential, and progressive compression processes. Provision is made for supporting all variants of these processes, although some uncommon parameter settings aren't implemented yet. For legal reasons, we are not distributing code for the arithmetic-coding variants of JPEG; see LEGAL ISSUES. We have made no provision for supporting the hierarchical or lossless processes defined in the standard.

We provide a set of library routines for reading and writing JPEG image files, plus two sample applications "cjpeg" and "djpeg", which use the library to perform conversion between JPEG and some other popular image file formats. The library is intended to be reused in other applications.

In order to support file conversion and viewing software, we have included considerable functionality beyond the bare JPEG coding/decoding capability; for example, the color quantization modules are not strictly part of JPEG decoding, but they are essential for output to colormapped file formats or colormapped displays. These extra functions can be compiled out of the library if not required for a particular application. We have also included "jpegtran", a utility for lossless transcoding between different JPEG processes, and "rdjpgcom" and "wrjpgcom", two simple applications for inserting and extracting textual comments in JFIF files.

The emphasis in designing this software has been on achieving portability and flexibility, while also making it fast enough to be useful. In particular, the software is not intended to be read as a tutorial on JPEG. (See the REFERENCES section for introductory material.) Rather, it is intended to be reliable, portable, industrial-strength code. We do not claim to have achieved that goal in every aspect of the software, but we strive for it.

We welcome the use of this software as a component of commercial products. No royalty is required, but we do ask for an acknowledgement in product documentation, as described under LEGAL ISSUES.

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The Unix configuration script "configure" was produced with GNU Autoconf. It is copyright by the Free Software Foundation but is freely distributable. The same holds for its supporting scripts (config.guess, config.sub, ltconfig, ltmain.sh). Another support script, install-sh, is copyright by M.I.T. but is also freely distributable.

It appears that the arithmetic coding option of the JPEG spec is covered by patents owned by IBM, AT&T, and Mitsubishi. Hence arithmetic coding cannot legally be used without obtaining one or more licenses. For this reason, support for arithmetic coding has been removed from the free JPEG software. (Since arithmetic coding provides only a marginal gain over the unpatented Huffman mode, it is unlikely that very many implementations will support it.) So far as we are aware, there are no patent restrictions on the remaining code.

The IJG distribution formerly included code to read and write GIF files. To avoid entanglement with the Unisys LZW patent, GIF reading support has been removed altogether, and the GIF writer has been simplified to produce "uncompressed GIFs". This technique does not use the LZW algorithm; the resulting GIF files are larger than usual, but are readable by all standard GIF decoders.

We are required to state that

"The Graphics Interchange Format(c) is the Copyright property of CompuServe Incorporated. GIF(sm) is a Service Mark property of CompuServe Incorporated."

#### REFERENCES

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We highly recommend reading one or more of these references before trying to understand the innards of the JPEG software.

The best short technical introduction to the JPEG compression algorithm is Wallace, Gregory K. "The JPEG Still Picture Compression Standard", Communications of the ACM, April 1991 (vol. 34 no. 4), pp. 30-44. (Adjacent articles in that issue discuss MPEG motion picture compression, applications of JPEG, and related topics.) If you don't have the CACM issue handy, a PostScript file containing a revised version of Wallace's article is available at ftp://ftp.uu.net/graphics/jpeg/wallace.ps.gz. The file (actually a preprint for an article that appeared in IEEE Trans. Consumer Electronics) omits the sample images that appeared in CACM, but it includes corrections and some added material. Note: the Wallace article is copyright ACM and IEEE, and it may not be used for commercial purposes.

A somewhat less technical, more leisurely introduction to JPEG can be found in "The Data Compression Book" by Mark Nelson and Jean-loup Gailly, published by M&T Books (New York), 2nd ed. 1996, ISBN 1-55851-434-1. This book provides good explanations and example C code for a multitude of compression methods including JPEG. It is an excellent source if you are comfortable reading C code but don't know much about data compression in general. The book's JPEG sample code is far from industrial-strength, but when you are ready to look at a full implementation, you've got one here...

The best full description of JPEG is the textbook "JPEG Still Image Data Compression Standard" by William B. Pennebaker and Joan L. Mitchell, published by Van Nostrand Reinhold, 1993, ISBN 0-442-01272-1. Price US\$59.95, 638 pp. The book includes the complete text of the ISO JPEG standards (DIS 10918-1 and draft DIS 10918-2). This is by far the most complete exposition of JPEG in existence, and we highly recommend it.

The JPEG standard itself is not available electronically; you must order a

paper copy through ISO or ITU. (Unless you feel a need to own a certified official copy, we recommend buying the Pennebaker and Mitchell book instead; it's much cheaper and includes a great deal of useful explanatory material.) In the USA, copies of the standard may be ordered from ANSI Sales at (212) 642-4900, or from Global Engineering Documents at (800) 854-7179. (ANSI doesn't take credit card orders, but Global does.) It's not cheap: as of 1992, ANSI was charging \$95 for Part 1 and \$47 for Part 2, plus 7% shipping/handling. The standard is divided into two parts, Part 1 being the actual specification, while Part 2 covers compliance testing methods. Part 1 is titled "Digital Compression and Coding of Continuous-tone Still Images, Part 1: Requirements and guidelines" and has document numbers ISO/IEC IS 10918-1, ITU-T T.81. Part 2 is titled "Digital Compression and Coding of Continuous-tone Still Images, Part 2: Compliance testing" and has document numbers ISO/IEC IS 10918-2, ITU-T T.83.

Some extensions to the original JPEG standard are defined in JPEG Part 3, a newer ISO standard numbered ISO/IEC IS 10918-3 and ITU-T T.84. IJG currently does not support any Part 3 extensions.

The JPEG standard does not specify all details of an interchangeable file format. For the omitted details we follow the "JFIF" conventions, revision 1.02. A copy of the JFIF spec is available from:

Literature Department

C-Cube Microsystems, Inc.

1778 McCarthy Blvd.

Milpitas, CA 95035

phone (408) 944-6300, fax (408) 944-6314

A PostScript version of this document is available by FTP at ftp://ftp.uu.net/graphics/jpeg/jfif.ps.gz. There is also a plain text version at ftp://ftp.uu.net/graphics/jpeg/jfif.txt.gz, but it is missing the figures.

The TIFF 6.0 file format specification can be obtained by FTP from ftp://ftp.sgi.com/graphics/tiff/TIFF6.ps.gz. The JPEG incorporation scheme found in the TIFF 6.0 spec of 3-June-92 has a number of serious problems. IJG does not recommend use of the TIFF 6.0 design (TIFF Compression tag 6). Instead, we recommend the JPEG design proposed by TIFF Technical Note #2 (Compression tag 7). Copies of this Note can be obtained from ftp.sgi.com or from ftp://ftp.uu.net/graphics/jpeg/. It is expected that the next revision of the TIFF spec will replace the 6.0 JPEG design with the Note's design. Although IJG's own code does not support TIFF/JPEG, the free libtiff library uses our library to implement TIFF/JPEG per the Note. libtiff is available from ftp://ftp.sgi.com/graphics/tiff/.

ARCHIVE LOCATIO	NS

The "official" archive site for this software is ftp.uu.net (Internet address 192.48.96.9). The most recent released version can always be found there in directory graphics/jpeg. This particular version will be archived as ftp://ftp.uu.net/graphics/jpeg/jpegsrc.v6b.tar.gz. If you don't have direct Internet access, UUNET's archives are also available via UUCP; contact help@uunet.uu.net for information on retrieving files that way.

Numerous Internet sites maintain copies of the UUNET files. However, only ftp.uu.net is guaranteed to have the latest official version.

You can also obtain this software in DOS-compatible "zip" archive format from the SimTel archives (ftp://ftp.simtel.net/pub/simtelnet/msdos/graphics/), or on CompuServe in the Graphics Support forum (GO CIS:GRAPHSUP), library 12 "JPEG Tools". Again, these versions may sometimes lag behind the ftp.uu.net release.

The JPEG FAQ (Frequently Asked Questions) article is a useful source of general information about JPEG. It is updated constantly and therefore is not included in this distribution. The FAQ is posted every two weeks to Usenet newsgroups comp.graphics.misc, news.answers, and other groups. It is available on the World Wide Web at http://www.faqs.org/faqs/jpeg-faq/ and other news.answers archive sites, including the official news.answers archive at rtfm.mit.edu: ftp://rtfm.mit.edu/pub/usenet/news.answers/jpeg-faq/. If you don't have Web or FTP access, send e-mail to mail-server@rtfm.mit.edu with body

send usenet/news.answers/jpeg-faq/part1 send usenet/news.answers/jpeg-faq/part2

#### RELATED SOFTWARE

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Numerous viewing and image manipulation programs now support JPEG. (Quite a few of them use this library to do so.) The JPEG FAQ described above lists some of the more popular free and shareware viewers, and tells where to obtain them on Internet.

If you are on a Unix machine, we highly recommend Jef Poskanzer's free PBMPLUS software, which provides many useful operations on PPM-format image files. In particular, it can convert PPM images to and from a wide range of other formats, thus making cjpeg/djpeg considerably more useful. The latest version is distributed by the NetPBM group, and is available from numerous sites, notably ftp://wuarchive.wustl.edu/graphics/graphics/packages/NetPBM/. Unfortunately PBMPLUS/NETPBM is not nearly as portable as the IJG software is; you are likely to have difficulty making it work on any non-Unix machine.

A different free JPEG implementation, written by the PVRG group at Stanford, is available from ftp://havefun.stanford.edu/pub/jpeg/. This program

is designed for research and experimentation rather than production use; it is slower, harder to use, and less portable than the IJG code, but it is easier to read and modify. Also, the PVRG code supports lossless JPEG, which we do not. (On the other hand, it doesn't do progressive JPEG.)

#### FILE FORMAT WARS

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Some JPEG programs produce files that are not compatible with our library. The root of the problem is that the ISO JPEG committee failed to specify a concrete file format. Some vendors "filled in the blanks" on their own, creating proprietary formats that no one else could read. (For example, none of the early commercial JPEG implementations for the Macintosh were able to exchange compressed files.)

The file format we have adopted is called JFIF (see REFERENCES). This format has been agreed to by a number of major commercial JPEG vendors, and it has become the de facto standard. JFIF is a minimal or "low end" representation. We recommend the use of TIFF/JPEG (TIFF revision 6.0 as modified by TIFF Technical Note #2) for "high end" applications that need to record a lot of additional data about an image. TIFF/JPEG is fairly new and not yet widely supported, unfortunately.

The upcoming JPEG Part 3 standard defines a file format called SPIFF. SPIFF is interoperable with JFIF, in the sense that most JFIF decoders should be able to read the most common variant of SPIFF. SPIFF has some technical advantages over JFIF, but its major claim to fame is simply that it is an official standard rather than an informal one. At this point it is unclear whether SPIFF will supersede JFIF or whether JFIF will remain the de-facto standard. IJG intends to support SPIFF once the standard is frozen, but we have not decided whether it should become our default output format or not. (In any case, our decoder will remain capable of reading JFIF indefinitely.)

Various proprietary file formats incorporating JPEG compression also exist. We have little or no sympathy for the existence of these formats. Indeed, one of the original reasons for developing this free software was to help force convergence on common, open format standards for JPEG files. Don't use a proprietary file format!

#### TO DO

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The major thrust for v7 will probably be improvement of visual quality. The current method for scaling the quantization tables is known not to be very good at low Q values. We also intend to investigate block boundary smoothing, "poor man's variable quantization", and other means of improving

quality-vs-file-size performance without sacrificing compatibility.

In future versions, we are considering supporting some of the upcoming JPEG Part 3 extensions --- principally, variable quantization and the SPIFF file format.

As always, speeding things up is of great interest.

Please send bug reports, offers of help, etc. to jpeg-info@uunet.uu.net.

## 1.3 sipcc 12.8.0

# 1.4 opus 1.1

# 1.5 glib 2.27.1

### 1.5.1 Available under license:

This package was debianized by Ben Gertzfield <che@debian.org> on Tue, 17 Nov 1998 00:16:10 -0800

It was downloaded from the CVS archives at cvs.gimp.org.

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Version 2. June 1991

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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.]

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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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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.)

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6. As an exception to the Sections above, you may also compile or

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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.
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### 1.6 curl 7.66.0

### 1.6.1 Available under license:

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# 1.7 gstreamer 0.10.30

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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.

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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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### 1.8 effective-tld-names 0.4

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## 1.9 expat 2.1.1

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### 1.11 boost 1.65.1

### 1.12 libusb 1.0.17-1ubuntu2

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## 1.13 open-ssl 1.0.2t

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## 1.18 7zip 18.06

## 1.19 jansson 2.10

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# 1.21 protobuf 3.7.1

# 1.22 json-c 0.12

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## 1.24 qt 4.8.7

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/* * and/or the "little-cms" library by Marti Maria (depending on the
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/* *
/* * This library's function is primarily to read and display MNG
                                                                  * */
/* * animations. It is not meant as a full-featured image-editing
                                                                * */
/* * component! It does however offer creation and editing functionality * */
/* * at the chunk level.
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                                                                     * */
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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.

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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.

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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(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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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.

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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.
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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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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.

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- 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:
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- 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.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

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.

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.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

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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 accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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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.]

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Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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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.

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  - 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.

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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")
- 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")
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- The Licensed Software's IDE tool ("Qt Creator")
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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 Qt SDK

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

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

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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

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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, 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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# 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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Agreement version 3.9.2

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## 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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# This file contains a list of people who've made non-trivial

# contribution to the Google C++ Testing Framework project. People

# who commit code to the project are encouraged to add their names

# here. Please keep the list sorted by first names.

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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.

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#### 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.

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U.S.A.

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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

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Version 2.1, February 1999

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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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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.

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.
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## 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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Attn: Qt Commercial

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# This file contains a list of people who've made non-trivial

# contribution to the Google C++ Testing Framework project. People

# who commit code to the project are encouraged to add their names

# here. Please keep the list sorted by first names.

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Version 2.1, February 1999

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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.

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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.)

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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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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.

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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.

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Agreement version 3.9.2

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Contributed substantial original working implementation;

bug fixes;

ongoing guidance and standards interpretation.

Anders Norlander anorland at hem2 dot passagen dot se

Early enhancements and runtime checking for supported

Win32 routines.

Tor Lillqvist tml at iki dot fi

General enhancements;

early bug fixes to condition variables.

Scott Lightner scott at curriculum dot com

Bug fix.

Kevin Ruland Kevin dot Ruland at anheuser-busch dot com

Various bug fixes.

Mike Russo miker at eai dot com

Bug fix.

Mark E. Armstrong avail at pacbell dot net

Bug fixes.

Lorin Hochstein 1mh at xiphos dot ca

general bug fixes; bug fixes to condition variables.

Peter Slacik Peter dot Slacik at tatramed dot sk

Bug fixes.

Mumit Khan khan at xraylith dot wisc dot edu

Fixes to work with Mingw32.

Milan Gardian mg at tatramed dot sk

Bug fixes and reports/analyses of obscure problems.

Aurelio Medina aureliom at crt dot com

First implementation of read-write locks.

Graham Dumpleton Graham dot Dumpleton at ra dot pad dot otc dot telstra dot com dot au

Bug fix in condition variables.

Tristan Savatier tristan at mpegtv dot com

WinCE port.

Erik Hensema erik at hensema dot xs4all dot nl

Bug fixes.

Rich Peters rpeters at micro-magic dot com

Todd Owen towen at lucidcalm dot dropbear dot id dot au

Bug fixes to dll loading.

Jason Nye jnye at nbnet dot nb dot ca

Implementation of async cancelation.

Fred Forester fforest at eticomm dot net

Kevin D. Clark kclark at cabletron dot com

David Baggett dmb at itasoftware dot com

Bug fixes.

Paul Redondo paul at matchvision dot com

Scott McCaskill scott at 3dfx dot com

Bug fixes.

Jef Gearhart jgearhart at tpssys dot com

Bug fix.

Arthur Kantor akantor at bexusa dot com

Mutex enhancements.

Steven Reddie smr at essemer dot com dot au

Bug fix.

Alexander Terekhov TEREKHOV at de dot ibm dot com

Re-implemented and improved read-write locks;

(with Louis Thomas) re-implemented and improved condition variables; enhancements to semaphores; enhancements to mutexes; new mutex implementation in 'futex' style; suggested a robust implementation of pthread\_once similar to that implemented by V.Kliathcko; system clock change handling re CV timeouts; bug fixes. Thomas Pfaff tpfaff at gmx dot net Changes to make C version usable with C++ applications; re-implemented mutex routines to avoid Win32 mutexes and TryEnterCriticalSection; procedure to fix Mingw32 thread-safety issues. Franco Bez franco dot bez at gmx dot de procedure to fix Mingw32 thread-safety issues. Louis Thomas 1thomas at arbitrade dot com (with Alexander Terekhov) re-implemented and improved condition variables. David Korn dgk at research dot att dot com Ported to UWIN. Phil Frisbie, Jr. phil at hawksoft dot com Bug fix. Ralf Brese Ralf dot Brese at pdb4 dot siemens dot de Bug fix. prionx at juno dot com prionx at juno dot com Bug fixes. Max Woodbury mtew at cds dot duke dot edu POSIX versioning conditionals; reduced namespace pollution; idea to separate routines to reduce statically linked image sizes. Rob Fanner rfanner at stonethree dot com Bug fix. Michael Johnson michaelj at maine dot rr dot com Bug fix. Nicolas Barry boozai at yahoo dot com Bug fixes. Piet van Bruggen pietvb at newbridges dot nl Bug fix. Makoto Kato raven at oldskool dot jp AMD64 port. Panagiotis E. Hadjidoukas peh at hpclab dot ceid dot upatras dot gr Contributed the QueueUserAPCEx package which makes preemptive async cancelation possible. Will Bryant will dot bryant at ecosm dot com

Borland compiler patch and makefile.

Anuj Goyal anuj dot goyal at gmail dot com

Port to Digital Mars compiler.

Gottlob Frege gottlobfrege at gmail dot com

re-implemented pthread\_once (version 2)

(pthread\_once cancellation added by rpj).

Vladimir Kliatchko vladimir at kliatchko dot com

reimplemented pthread\_once with the same form

as described by A.Terekhov (later version 2);

implementation of MCS (Mellor-Crummey/Scott) locks.

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Agreement version 1.3.2

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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. 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 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

#### 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

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.

#### 13.11 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.

## 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

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DIGIA USA INC. | SUITE 203 | 2880 ZANKER ROAD | SAN JOSE | CA 95134 | U.S.A. |

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The contributed PCF driver comes with a license similar to that of the X Window System. It is compatible to the above two licenses (see file src/pcf/readme).

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This is qmultiwinexample, written and maintained by Forum Nokia Antonio Aloisio <antonio.aloisio@nokia.com> on Tue, 19 Oct 2010 10:05:04 +0200

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Qt LICENSE AGREEMENT

Agreement version 3.9.2

This License Agreement for Qt ("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.

"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 systems 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 enhancement, 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.

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## 3. MODULES

Some of the files in the Licensed Software have been grouped into modules. These files contain specific notices defining the module of which they are a part. The modules licensed to Licensee are specified in the License Certificate. The terms of the License Certificate are considered part of the Agreement. In the event of inconsistency

or conflict between the language of this Agreement and the License Certificate, the provisions of this Agreement shall govern.

## 4. VALIDITY OF THE AGREEMENT

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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.

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# 5.2 Redistribution

- a) Digia grants Licensee a non-exclusive, royalty-free right to reproduce and distribute the object code form of Redistributables for execution on the specified 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.
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- (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 the Licensed Software or any Qt or a Qt-based product, and depends on the Licensed Software.

## 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 shall 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 licenses 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 (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.

## 8. CONDITIONS FOR CREATING APPLICATIONS AND DISTRIBUTING REDISTRIBUTABLES

The licenses granted in this Agreement for Licensee to create Applications and distribute them and the Redistributables (if any) to Licensee's customers is subject to all of the following conditions: (i) all copies of the Applications which 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 in "Qt Assistant" and "Qt Linguist" as defined in Appendix 1; (iii) Redistributables, if any, shall be licensed to Licensee's customer "as is"; (iv) Licensee shall indemnify and hold Digia, its Affiliates, contractors, suppliers, and licensors harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of Applications; (v) Applications must be developed using a licensed, registered copy of the Licensed Software; (vi) Applications must add primary and substantial functionality to the Licensed Software; (vii) 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); (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 Application(s), except to state that Application was developed using the Licensed Software.

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#### 10. 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.

# 11. SUPPORT AND UPDATES

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.

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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.

0.5.71.

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

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Various bug fixes.

Kevin Ruland Kevin dot Ruland at anheuser-busch dot com

Mike Russo miker at eai dot com

Bug fix.

Mark E. Armstrong avail at pacbell dot net

Bug fixes.

Lorin Hochstein 1mh at xiphos dot ca

general bug fixes; bug fixes to condition variables.

Peter Slacik Peter dot Slacik at tatramed dot sk

Bug fixes.

Mumit Khan khan at xraylith dot wisc dot edu

Fixes to work with Mingw32.

Milan Gardian mg at tatramed dot sk

Bug fixes and reports/analyses of obscure problems.

Aurelio Medina aureliom at crt dot com

First implementation of read-write locks.

Graham Dumpleton Graham dot Dumpleton at ra dot pad dot otc dot telstra dot com dot au

Bug fix in condition variables.

Tristan Savatier tristan at mpegtv dot com

WinCE port.

Erik Hensema erik at hensema dot xs4all dot nl

Bug fixes.

Rich Peters rpeters at micro-magic dot com

Todd Owen towen at lucidcalm dot dropbear dot id dot au

Bug fixes to dll loading.

Jason Nye jnye at nbnet dot nb dot ca

Implementation of async cancelation.

Fred Forester fforest at eticomm dot net

Kevin D. Clark kclark at cabletron dot com

David Baggett dmb at itasoftware dot com

Bug fixes.

Paul Redondo paul at matchvision dot com

Scott McCaskill scott at 3dfx dot com

Bug fixes.

Jef Gearhart jgearhart at tpssys dot com

Bug fix.

Arthur Kantor akantor at bexusa dot com

Mutex enhancements.

Steven Reddie smr at essemer dot com dot au

Bug fix.

Alexander Terekhov TEREKHOV at de dot ibm dot com

Re-implemented and improved read-write locks;

(with Louis Thomas) re-implemented and improved

condition variables;

enhancements to semaphores;

enhancements to mutexes;

new mutex implementation in 'futex' style;

suggested a robust implementation of pthread\_once

similar to that implemented by V.Kliathcko;

system clock change handling re CV timeouts;

```
bug fixes.
```

Thomas Pfaff tpfaff at gmx dot net

Changes to make C version usable with C++ applications;

re-implemented mutex routines to avoid Win32 mutexes

and TryEnterCriticalSection;

procedure to fix Mingw32 thread-safety issues.

Franco Bez franco dot bez at gmx dot de

procedure to fix Mingw32 thread-safety issues.

Louis Thomas 1thomas at arbitrade dot com

(with Alexander Terekhov) re-implemented and improved condition variables.

David Korn dgk at research dot att dot com

Ported to UWIN.

Phil Frisbie, Jr. phil at hawksoft dot com

Bug fix.

Ralf Brese Ralf dot Brese at pdb4 dot siemens dot de

Bug fix.

prionx at juno dot com prionx at juno dot com

Bug fixes.

Max Woodbury mtew at cds dot duke dot edu

POSIX versioning conditionals;

reduced namespace pollution;

idea to separate routines to reduce statically

linked image sizes.

Rob Fanner rfanner at stonethree dot com

Bug fix.

Michael Johnson michaelj at maine dot rr dot com

Bug fix.

Nicolas Barry boozai at yahoo dot com

Bug fixes.

Piet van Bruggen pietvb at newbridges dot nl

Bug fix.

Makoto Kato raven at oldskool dot jp

AMD64 port.

Panagiotis E. Hadjidoukas peh at hpclab dot ceid dot upatras dot gr

Contributed the QueueUserAPCEx package which

makes preemptive async cancelation possible.

Will Bryant will dot bryant at ecosm dot com

Borland compiler patch and makefile.

Anuj Goyal anuj dot goyal at gmail dot com

Port to Digital Mars compiler.

Gottlob Frege gottlobfrege at gmail dot com

re-implemented pthread\_once (version 2)

(pthread\_once cancellation added by rpj).

Vladimir Kliatchko vladimir at kliatchko dot com

reimplemented pthread\_once with the same form

as described by A.Terekhov (later version 2);

implementation of MCS (Mellor-Crummey/Scott) locks.

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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.

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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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"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.)

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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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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

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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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.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- 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 accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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## 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.

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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

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78677\_\_joe93barlow\_\_strike2.wav 47251\_\_nthompson\_\_rocket.wav 3378\_\_patchen\_\_Rhino\_03.wav

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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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#### Copyright FAQ

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1. I don't understand the resale restriction... What gives?

Bitstream is giving away these fonts, but wishes to ensure its competitors can't just drop the fonts as is into a font sale system and sell them as is. It seems fair that if Bitstream can't make money 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)?Yes, but you must change the name(s) of the font(s).

5. Under what terms are derivative works allowed?

You must change the name(s) of the fonts. This is to ensure the quality of the fonts, both to protect Bitstream and Gnome. We want to ensure that if an application has opened a font specifically of these

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

Yes. The contract between the Gnome Foundation and Bitstream has provisions for working with Bitstream to ensure quality additions to the Bitstream Vera font family. Please contact us if you have such additions. Note, that in general, we will want such additions for the entire family, not just a single font, and that you'll have to keep both Gnome and Jim Lyles, Vera's designer, happy! To make sense to add glyphs to the font, they must be stylistically in keeping with Vera's design. Vera cannot become a "ransom note" font. Jim Lyles will be providing a document describing the design elements used in Vera, as a guide and aid for people interested in contributing to Vera.

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?

This depends on exact details of the software. Most open source systems and software (e.g., Gnome, KDE, etc.) are now converting to use fontconfig (see www.fontconfig.org) to handle font configuration, selection and substitution; it has provisions for overriding font names and substituting alternatives. An example is provided by the supplied local.conf file, which chooses the family Bitstream Vera for "sans", "serif" and "monospace". Other software (e.g., the XFree86 core server) has other mechanisms for font substitution.

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Version 2.1, February 1999

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