

This Letter of Commitment (the "**Commitment**") is issued today 17 September 2012 by **Digia Finland Ltd**, a limited company validly organized and existing under the laws of Finland having its registered office at Valimotie 21, 00380 Helsinki and registered with the Finnish Trade Register under Business ID 1091248-4 (**Digia**); acting on its own behalf and on behalf of its affiliates.

Background

- A. Digia and Nokia Corporation (**Nokia**) have entered into a Business Purchase Agreement on 8 August 2012 (the **BPA**) concerning the sale by Nokia and its affiliates and purchase by Digia and its affiliates of Nokia's and its affiliates' Qt business (the **Business**). Said business sale and purchase transaction being hereinafter referred to as the **Transaction**.
- B. The Transaction closed and entered into force today 17 September 2012 with the effect that as of said date Digia will be responsible for all the activities relating to the Business that were formerly carried out by Nokia.
- C. In relation to the Business Nokia is, inter alia, bound by a software license agreement executed between Nokia and the KDE Free Qt Foundation (the **Foundation**) dated July 6, 2009 and attached hereto as Annex 1 (the "**KDE License Agreement**"). Under said KDE License Agreement, in the event Nokia is to assign its copyright to Qt to any third party, as now agreed in the BPA, such assignee shall first agree to be bound by the terms thereof and to deliver such commitment to the Foundation and KDE e.V. ("**KDE**").
- D. Digia now desires to issue this Commitment to satisfy (i) the closing conditions under the BPA and (ii) the conditions under the KDE License Agreement for Nokia to be able to validly assign its rights and obligations thereunder to Digia.

Commitment

Digia hereby:

- (i) acknowledges that it wishes the KDE License Agreement, together with all rights and obligations thereunder, to be assigned by Nokia to Digia;
- (ii) agrees and commits to be bound by any and all terms of the KDE License Agreement, which shall continue to remain in force in its current form between Digia and the Foundation; and
- (iii) agrees to deliver this Commitment to the Foundation and KDE as a confirmation of its commitment as required by the KDE License Agreement.

Signing

This Closing Memorandum has been signed in four (4) identical counterparts, Digia, Nokia, the Foundation and KDE each taking one (1) copy.


[Remainder of this page left blank intentionally.]

In witness whereof, Digia has duly signed this Commitment in Helsinki as of the day and year first above written.

DIGIA FINLAND LTD



MIKA PÄRSSI



ANJA WASENIUS

SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT, dated as of July 6, 2009 (this "Agreement"), by and between NOKIA CORPORATION, a public limited liability company incorporated in Finland, having its registered address at Keilalahdentie 4, FIN-02150 Espoo, Finland business identity code 0112038-9 and any other Affiliate that later enters into this Agreement, ("Nokia"), and the KDE Free Qt Foundation, a Norway foundation with its principal place of business at c/o Adv.fo Schjødt AS, Pb. 2444 Solli, NO-0201 Oslo, Norway (together with its successors, the "Foundation").

RECITALS

WHEREAS, the K Desktop Environment project (together with its successors, "KDE") relies on Qt for development of desktop software for Linux and various UNIX operating systems;

WHEREAS, Trolltech AS ("Trolltech") and KDE e.V., a German nonprofit organization which represents KDE in certain legal and financial matters, with its principal place of business Rödelheimer Bahnweg 31, 60489 Frankfurt am Main, Germany (together with its successors, "KDE e.V."), jointly formed the Foundation for the purpose of securing the availability and practicability of Qt for developing free software to KDE and to other third-party Qt and KDE software developers;

WHEREAS, Trolltech and the Foundation entered into an Agreement between Trolltech AS and the KDE Free Qt Foundation, dated June 22, 1998, which was replaced with Amended and Restated Software License Agreement on May 28, 2004, in order to grant the Foundation certain rights related to the Foundation's aforementioned purpose;

WHEREAS, on initiative of Trolltech, the KDE Free Qt Foundation decided in 2007 to add the Trolltech GPL Exception 1.0 to the Qt Free Edition Licenses, which has since then been updated to version 1.2 by Trolltech;

WHEREAS, in agreement with KDE e.V. Trolltech has licensed the Qt Free Edition under the GPLv2, and as of January 2008 also under the GPLv3;

WHEREAS, the parties agree that the QPL shall not any longer part of the QT Free Edition Licenses;

WHEREAS, as Trolltech has become an Affiliate of Nokia, Nokia either holds the copyrights, or has received an appropriate license to the Qt (as defined in Section 1 hereof) toolkit and its components enabling Nokia to license Qt under the Qt Free Edition Licenses;

WHEREAS, Nokia has changed the Qt licensing model by releasing the Qt under LGPLv2.1 with the new Nokia Qt LGPL Exception;

WHEREAS, the parties agree that the GPLv2 and Qt GPL Exception shall not any longer part of the Qt Free Edition Licenses;

and

WHEREAS, Nokia wishes to continue the legal agreements established through the Amended and Restated Software License Agreement dated May 28, 2004.

NOW THEREFORE, Nokia and the Foundation hereby agree as follows:



AGREEMENT

Section 1. *Definitions.* As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" of Nokia shall mean an entity

- (i) which is directly or indirectly controlling Nokia;
- (ii) which is under the same direct or indirect ownership or control as Nokia; or
- (iii) which is directly or indirectly owned or controlled by Nokia.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Agreement" shall have the meaning ascribed to such term in the preamble hereof.

"Board" means the Board of the Foundation.

"BSD License" means the software license in the form attached as Exhibit A hereto.

"Exercise Date" shall have the meaning ascribed to such term in Section 3 hereof.

"Foundation" shall have the meaning ascribed to such term in the preamble hereof.

"FSF" means the Free Software Foundation, 51 Franklin Street, Boston, MA 02110-1301, USA.

"GPLv2" means the GNU General Public License, Version 2, June 1991, as originally published by the FSF.

"GPLv3" means the GNU General Public License, Version 3, 29 June 2007, as originally published by the FSF.

"LGPLv2.1" means the GNU Lesser General Public License, version 2.1, February 1999, as originally published by the FSF.

"Important Release" means a release of Qt Free Edition providing bug fixes, performance enhancements and new functionality, all in accordance with industry practice for an actively developed C++ toolkit in a similar state of development.

"KDE" shall have the meaning ascribed to such term in the recitals hereof.

"KDE Libraries" means the set of core software libraries released by KDE which form the foundation of the development of the KDE desktop, packaged as kdelibs on the date hereof, and the successors thereto.

"KDE Software Packages" means the set of general software packages released by KDE, packaged as kadmin, kbase, kdegames, kdeggraphics, kdenetwork, kdepim and kdeutil, among others, on the date hereof, and the successors thereto.

"KDE Window System" means the X Window System or any successor thereto as determined from time to time by the Board by a written resolution signed by not less than three-fourths of the Board members.

"Nokia" shall have the meaning ascribed to such term in the introductory clause hereof.

"Nokia Qt LGPL Exception" means the Nokia Qt LGPL Exception v 1.0 as originally published by Nokia and attached hereto as Exhibit C, and any subsequent updates as may be released by Nokia from time to time.



"Notified Circumstances" shall have the meaning ascribed to such term in Section 3 hereof.

"Open Source Licenses" shall mean any license compatible with the Open Source Definition version 1.9 as published by the Open Source Initiative, attached hereto as Exhibit B, and approved by the Open Source Initiative.

"Qt" means the Qt toolkit for the KDE Window System as marketed and developed by Nokia. In the event Nokia in any release of Qt moves any classes, components or functionality previously released with Qt to another library or software package, or replaces any such classes, methods, components or functionality with substantially equivalent classes, methods, components or functionality in another library or software package, such other library or software package shall thereupon become part of Qt for all purposes hereof. Classes, methods, components or functionality which have previously been released with Qt but subsequently been released under the BSD License shall not be considered part of Qt for any purposes hereof. For the avoidance of doubt, the aforementioned definition does not cover the Qt toolkit for other platforms (e.g. MS Windows, Macintosh, Symbian). The parties agree that the extension of this Agreement or a similar agreement, if any, to platforms other than the KDE Window System shall be subject to future negotiations between the parties.

"Qt Free Edition" means Qt, together with all the API documentation available for Qt related to the classes and other components distributed with Qt, as made available to the public at large under the Qt Free Edition Licenses.

"Qt Free Edition Licenses" means the LGPLv2.1 (including the Nokia Qt LGPL Exception), and the GPLv3 and/or any successor or replacement license or licenses thereto as designated from time to time by Nokia and accepted by the Board by a written resolution signed by not less than three-fourths of the Board members and notified to Nokia and KDE e.V. in writing.

"Qt GPL Exception" means the Trolltech GPL Exception Version 1.2, as originally published by Trolltech.

"Termination Circumstance" shall have the meaning ascribed to such term in Section 6 hereof.

"Termination Date" shall have the meaning ascribed to such term in Section 6 hereof.

"Termination Facts" shall have the meaning ascribed to such term in Section 6 hereof.

Section 2. *Licenses.* (a) Subject to the terms and conditions of this Agreement, including specifically Section 3 hereof, Nokia hereby grants the Foundation, and the Foundation hereby accepts, the non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license, to use, copy, duplicate, reproduce, modify, make derivative works of, integrate, merge, release, publicly display, publicly perform, publish, distribute, convey, transfer, sell, license, relicense, and sublicense, any and all existing and future Qt Free Edition releases, for any purpose and without restriction, to any and all persons, including without limitation the public at large, under (i) the BSD License, and (ii) optionally under one or more Open Source Licenses designated by the Board.

(b) Whenever a new version of the Qt Free Edition is released, Nokia shall be deemed to have granted to the Foundation all of the rights and licenses under Section 2(a) hereof in respect of said new version of the Qt Free Edition.

Section 3. *Exercise of Rights.* Notwithstanding anything to the contrary herein, the Foundation shall not exercise any of the rights or licenses granted under Section 2 hereof unless and until one or more of the following circumstances shall have occurred:

(1) twelve (12) calendar months shall have elapsed since an Important Release of the Qt Free Edition was released under all Qt Free Edition Licenses; or

(2) twelve (12) calendar months shall have elapsed since a version of Qt was released without a corresponding version of Qt Free Edition being released; or



(3) the Board unanimously decides to exercise the Foundation's rights or licenses under Section 2 hereof,

and in each case (i) the Foundation shall have sent a notice to Nokia specifying (A) which of the foregoing circumstances shall have occurred (the "Notified Circumstances"), and (B) a date not less than three (3) months after the date of such notice after which the Foundation shall be entitled to exercise its rights (the "Exercise Date") provided any of such Notified Circumstances shall be continuing, and (ii) on the Exercise Date any of such Notified Circumstances is continuing.

Section 4. Maintenance and Support. Except as expressly specified herein, Nokia shall have no duty at any time to provide technical support, or to debug, maintain, customize or enhance, the Qt Free Edition.

Section 5. Assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and KDE e.V., together with their respective successors, assigns and legal representatives. Nokia shall not assign, convey or transfer any copyrights in Qt to any third party in such a way that renders Nokia unable to fulfill the material obligations of this Agreement or effectively unable to grant the Foundation the full license contemplated by Section 2 hereof, at the time of assigning, conveying or transferring or any time thereafter, unless such party shall first have agreed to be bound by the terms hereof by executing and delivering a counterpart hereof to the Foundation and KDE e.V.

Section 6. Termination. Nokia may terminate this Agreement if (i) KDE does not license a substantial and material part of a release of the KDE Libraries and/or the major KDE Software Packages under an Open Source License ("the Termination Circumstance"), (ii) Nokia shall have sent a notice to the Foundation and KDE e.V. specifying (A) the specific facts, set forth in reasonable detail, which form the basis of the Termination Circumstances (the "Termination Facts"), and (B) a date not less than three (3) months after the date of such notice after which Nokia shall be entitled to terminate this Agreement (the "Termination Date") provided such Termination Circumstance and the applicable Termination Facts shall be continuing, and (iii) on the Termination Date such Termination Circumstance and the applicable Termination Facts are continuing (it being understood and agreed that if a release of KDE subsequent to the Termination Circumstance and applicable Termination Facts arising corrects or moots such Termination Circumstance or such Termination Facts, such Termination Circumstance and such Termination Facts shall be deemed to not be continuing).

Section 7. Severability. Any provisions of this Agreement which are prohibited, invalid or unenforceable shall be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof, and the entire Agreement will be construed as if not containing the particular prohibited, invalid or unenforceable provision or provisions, with the rights and obligations of the parties hereto construed and enforced accordingly. The parties hereby acknowledge that if any provision of this Agreement is determined to be prohibited, invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable.

Section 8. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address for such person specified in the preamble or recitals hereto or such other address as such person may specify in writing from time to time. Such notice shall be deemed to have been given upon receipt.

Section 9. Injunctive Relief. Nokia acknowledges and agrees that any breach of its obligations under Section 3 hereof will result in continuing irreparable injury to KDE, KDE e.V. and the Foundation, for which money damages are not desired and would be inadequate. Nokia therefore agrees that, in lieu of any other relief (other than attorneys fees and other expenses in any proceedings related hereto) and to the extent any court with competent jurisdiction shall deem just and proper, the Foundation shall be entitled to seek and obtain specific enforcement of the terms hereof (by injunctive or equitable relief or otherwise) in order fully to enforce its rights under this Agreement.

Section 10. Termination of Previous Agreements. The Software License Agreement dated June 22, 1998 and the Amended and Restated Software License Agreement dated May 28, 2004 between



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Trolltech and the Foundation shall be terminated and replaced by this Agreement without further declaration of either of the parties hereto on the effective date of this Agreement.
For the avoidance of doubt, the parties agree that the licenses previously granted under the Section 2 of the Software License Agreement dated June 22, 1998 and the Amended and Restated Software License Agreement dated May 28, 2004 with respect to the Qt Free Edition releases made available by Trolltech before the effective date of this Agreement, shall survive the termination of these agreements. However, the Foundation is only entitled to exercise the corresponding rights under the circumstances specified in Section 3 of this Agreement.

Section 11. *Transfer of Rights.* Nokia is permitted to assign, convey or transfer any copyrights in Qt to any Affiliate, if the respective Affiliate agrees to enter into this Software License Agreement. Nokia must notify such assignment, conveyance or transfer of copyrights in Qt to the Foundation and KDE e.V. without unreasonable delay.

The Foundation already at this point hereby offers to the Affiliate to whom the copyrights in Qt are assigned, conveyed or transferred to enter into this Software License Agreement. The Affiliate declares its acceptance of this offer by adding to Nokia's notification the following written statement: „We agree to enter into the Software License Agreement with KDE Free Qt Foundation dated [effective date]”. Nokia undertakes to procure such declaration. Upon receipt of the Affiliate's statement, the Affiliate shall have become party to this Software License Agreement as an independent contracting party in addition to Nokia Corporation.

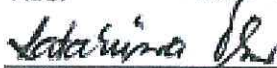
Section 12. *Governing Law.* This Agreement shall in all respects be governed by the laws of Norway. Disputes, if not settled amicably, shall be referred to the Oslo City Court, Norway.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of July 6, 2009.

For Nokia Corporation




Name: SEBASTIAN MÜNSTER
Title: VICE PRESIDENT



Name: Katarina Oro
Title: VP, Legal, Devices

For KDE Free Qt Foundation



Name:
Title:



Name:
Title:



Exhibit A: Form of BSD License

Copyright (c) <YEAR>, <OWNER>
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the <ORGANIZATION> nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



Exhibit B: The Open Source Definition

The Open Source Definition

Version 1.9

Introduction

Open source doesn't just mean access to the source code. The distribution terms of open-source software must comply with the following criteria:

1. Free Redistribution

The license shall not restrict any party from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources. The license shall not require a royalty or other fee for such sale.

2. Source Code

The program must include source code, and must allow distribution in source code as well as compiled form. Where some form of a product is not distributed with source code, there must be a well-publicized means of obtaining the source code for no more than a reasonable reproduction cost—preferably, downloading via the Internet without charge. The source code must be the preferred form in which a programmer would modify the program. Deliberately obfuscated source code is not allowed. Intermediate forms such as the output of a preprocessor or translator are not allowed.

3. Derived Works

The license must allow modifications and derived works, and must allow them to be distributed under the same terms as the license of the original software.

4. Integrity of The Author's Source Code

The license may restrict source-code from being distributed in modified form only if the license allows the distribution of "patch files" with the source code for the purpose of modifying the program at build time. The license must explicitly permit distribution of software built from modified source code. The license may require derived works to carry a different name or version number from the original software.

5. No Discrimination Against Persons or Groups

The license must not discriminate against any person or group of persons.

6. No Discrimination Against Fields of Endeavor

The license must not restrict anyone from making use of the program in a specific field of endeavor. For example, it may not restrict the program from being used in a business, or from being used for genetic research.

7. Distribution of License

The rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties.

8. License Must Not Be Specific to a Product

The rights attached to the program must not depend on the program's being part of a particular software distribution. If the program is extracted from that distribution and used or distributed within the terms of the program's license, all parties to whom the program is redistributed should have the same rights as those that are granted in conjunction with the original software distribution.

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9. License Must Not Restrict Other Software

The license must not place restrictions on other software that is distributed along with the licensed software. For example, the license must not insist that all other programs distributed on the same medium must be open-source software.

10. License Must Be Technology-Neutral

No provision of the license may be predicated on any individual technology or style of interface.



Exhibit C: Nokia Qt LGPL Exception version 1.0:

As a special exception to the GNU Lesser General Public License version 2.1, the object code form of a "work that uses the Library" may incorporate material from a header file that is part of the Library. You may distribute such object code under terms of your choice, provided that the incorporated material (I) does not exceed more than 5% of the total size of the Library; and (II) is limited to numerical parameters, data structure layouts, accessors, macros, inline functions and templates.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be 'MK' followed by a stylized name, and there are some additional scribbles below it.

