

# SOFTWARE LICENSE AGREEMENT

between

**The KDE Free Qt Foundation**

and

**The Qt Company Oy**

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This software license agreement ("Agreement") has been made today, December 28, 2015 ("Execution Date") by and between

the KDE Free Qt. Foundation ("Foundation"), a Norway Foundation with its principal place of business at c/o The Qt Company AS, Sandakerveien 116, NO-0484 Oslo, Norway (organization number 995 147 629) ("Foundation")

and

The Qt Company Oy, a limited liability company incorporated in Finland, having its registered address at Valimotie 21, FIN-00380 Helsinki, Finland (business identity code 2637805-2) ("The Qt Company")

Hereinafter collectively referred to as "Parties" or individually as "party"

## 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 formerly Rodelheimer Bahnweg 31, 60489 Frankfurt am Main, Germany and now Liniestr. 141, 10115 Berlin, 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 and the KDE Free Qt Foundation, dated June 22, 1998, which was replaced with and 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**, Trolltech became an Affiliate of Nokia Corporation ("Nokia") in 2009, and, as a result, Nokia received the copyrights to the Qt toolkit and its components;

**WHEREAS**, Nokia has changed the Qt licensing model by releasing the Qt under LGPLv2.1 with the new Nokia Qt LGPL Exception v 1.0 as originally published by Nokia and attached to the Software License Agreement of July 6<sup>th</sup>, 2009 between KDE Free Qt Foundation and Nokia, and any subsequent updates as were released by Nokia;

**WHEREAS**, Nokia and the Foundation entered into a software license agreement, dated July 6, 2009, stating Nokia's commitment to continue the legal agreements established through the Amended and Restated Software License Agreement dated May 28, 2004;

**WHEREAS**, Nokia sold and transferred and assigned all its rights to Qt and related business to Digia Finland Oy, a limited liability company incorporated in Finland, having its

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registered address at Valimotie 21, FIN-00380 Helsinki, Finland (business identity code 1091248-4) ("Digia") in 2012, which thus received the copyrights to the Qt Toolkit and its components;

**WHEREAS**, Digia and the Foundation entered into a Software License Agreement ("Previous Agreement"), dated April 13, 2013, stating Digia's commitment to continue the legal agreements established through the Software License Agreement between Nokia and the Foundation, dated July 6, 2009;

**WHEREAS**, Digia has transferred and assigned all its rights to Qt and related business to The Qt Company, which has thus received the copyrights to the Qt Toolkit and its components;

**WHEREAS**, The Qt Company wishes to continue Digia's relationship to the Foundation under similar conditions to the ones set forth in the legal agreements established through the Previous Agreement;

**WHEREAS**, the Qt Company has sent a "notification on transfer of software license agreement" ("Notification On Transfer"), dated March 23, 2015, to the Foundation stating, inter alia, that The Qt Company has entered into the Previous Agreement as an independent contracting party in addition to Digia;

**WHEREAS**, the Parties agree to extend the platforms covered to also include other platforms than the KDE Window System and Android and have negotiated to reach agreement on this.

**WHEREAS**, the Parties agree that the conditions set forth in the Previous Agreement need to be updated and amended to fulfill the purpose of the Foundation and the best interests of both Parties and have negotiated to agree on such updates and amendments and that the results of such negotiations are expressed in this Agreement.

**NOW THEREFORE**, The Qt Company and the Foundation hereby agree as follows:

## **0 Definitions**

As used in the 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"** means an entity
- (i) which is directly or indirectly controlling an entity; or
  - (ii) which is under the same direct or indirect ownership or control as the entity; or
  - (iii) which is directly or indirectly owned or controlled by the entity.

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.

**"Additional Platforms"**

means Microsoft Windows, MacOS, Microsoft Windows Mobile and iOS.

**"Agreement"**

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

**"Board"**

means the Board of the Foundation. Where this Agreement refers to a simple majority decision by the Board it shall mean a decision following the rules for making a legally binding decision on behalf of the Foundations, as specified in sec. 6 of the statutes of the Foundation.

**"BSD License"**

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

**"Core Platforms"**

means the KDE Window System and Android in all versions which are not Discontinued Platforms,

**"Digia"**

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

**"Discontinued Platform"**

shall have the meaning ascribed to such term in Section 5 hereof.

**"Exercise Date"**

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

**"Execution Date"**

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

**"Foundation"**

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

**"FSF"**

means the Free Software Foundation, a Massachusetts, United States of America, nonprofit corporation with its principal place of business at 51 Franklin Street, Boston, MA 02110-1301, USA (identification number 042888848).

**"GPLv2"**

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

**"GPLv2+"**

means a license where the licensee may choose between the GPLv2, GPLv3 and any future version of the GPL approved by the KDE Free Qt Foundation. The license notice should contain the text: "this software is licensed under the terms of the GNU GPL version 2 or (at your option) the GNU GPL version 3 or any later version approved by the KDE Free Qt Foundation."

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

**"GPLv3+"** means a license where the licensee may choose between the GPLv3 and any future version of the GPL approved by the KDE Free Qt Foundation. The license notice should contain the text: "this software is licensed under the terms of the GNU GPL version 3 or (at your option) any later version approved by the KDE Free Qt Foundation."

**" GPLv3 With Exceptions "**

means the GPLv3 with both the following exceptions 1 and 2 added:

Exception 1: As a special exception you may create a larger work which contains the output of this application and distribute that work under terms of your choice, so long as the work is not otherwise derived from or based on this application and so long as the work does not in itself generate output that contains the output from this application in its original or modified form.

Exception 2: As a special exception, you have permission to combine this application with Plugins licensed under the terms of your choice, to produce an executable, and to copy and distribute the resulting executable under the terms of your choice. However, the executable must be accompanied by a prominent notice offering all users of the executable the entire source code to this application, excluding the source code of the independent modules, but including any changes you have made to this application, under the terms of this license.

For the purpose of this exception a Plugin is a module which has the only functionality to bridge this application with third party software licensed under terms of your choice.

If you wish to use this exception you must also agree to contribute any changes you make to this application to Qt by entering into a Qt contribution agreement (as specified on <http://www.qt.io/contributionagreement/> at all times) and submitting your contribution(s) to The Qt Project. You must contribute all the changes you have made before copying or distributing your executable, otherwise you lose the right to use this Exception 2.

**"Important Release"**

means a release providing bug fixes, performance enhancements and new functionality for the most relevant versions of the Core Platforms, all in accordance with industry practice for an actively developed C++ toolkit or C++ application, whichever is applicable, in a similar state of development.

**"iOS"** means any version of the iOS operating system from Apple Computer Inc.

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- "KDE"** shall have the meaning ascribed to such term in the recitals hereof.
- "KDE e.V."** 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 forms 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, kdegraphics, kdenetwork, kdepin and kdeutil, among others, on the Execution Date, 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.
- "LGPLv2.1"** means the GNU Lesser General Public License, version 2.1, February 1999, as originally published by the FSF.
- "LGPLv3"** means the GNU Lesser General Public License, version 3, June 2007, as originally published by the FSF.
- "MacOS"** means any version of the Mac OS operating system from Apple Computer Inc.
- "Nokia"** shall have the meaning ascribed to such term in the recitals hereof.
- "Notified Circumstances"** shall have the meaning ascribed to such term in Section 3 hereof.
- "Notification On Transfer"** shall have the meaning ascribed to such term in the recitals hereof.
- "Open Source License"** means any license compatible with the Open Source Definition version 1.9 as published by the Open Source Initiative, attached hereto as Exhibit C,
- "Platform Specific Qt Free Edition Parts"** means Qt Free Edition Parts for one of the Additional Platforms that are not included in any Qt Free Edition for any Core Platform or any other Additional Platform.
- "Previous Agreement"** shall have the meaning ascribed to such term in the preamble hereof.

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- "Qt"** shall have the meaning ascribed to such term in section 1 hereof.
- "Qt Add-Ons"** means parts of Qt that are not a part of Qt Essentials or Qt Tools/Applications.
- "Qt Commercial Edition"** means Qt, as marketed and/or sold by The Qt Company under any and all other licenses than the licenses of the Qt Free Edition, either alone or fully or in part as a part of a product containing other items.
- "Qt Contribution"** means a Work that is submitted via any form of electronic, verbal, or written communication to the Qt Project or to The Qt Company for inclusion in, or documentation of, Qt under the terms of the Qt Contribution Agreement
- "Qt Contribution Agreement"** means the contribution agreements entered into by Qt Contributors at the Execution Date. It defines the license rights and obligations that the Qt Contributor grants to The Qt Company for the benefit of the Qt Project.
- The Qt Contribution Agreement is currently available in two versions, one for individuals and one for corporations, attached hereto as Exhibit E.
- "Qt Contributor"** means an individual developer or a company holding the copyright to one or more Contributions and which has entered into a Qt Contribution Agreement.
- "Qt Essentials"** means the Qt modular cross-platform C++ class libraries that are essential to its functionality, including but not limited to the examples listed in section 1.8.
- "Qt Free Edition"** means Qt as made available to the public at large under the Qt Free Edition Licenses or under other licenses as specified in section 4 hereof. The term Qt Free Edition includes all previously released Qt Free Editions, including but not limited to releases named:
- for Qt 2.x: Qt Free Edition (packages named qt-x11-free-version)  
for Qt 3.x: Qt Opensource (packages named qt-platform-opensource-version)  
for Qt 4.x: Qt Opensource (packages named qt-opensource-platform(-compiler)?-version)  
for Qt 5.x: Qt Opensource and Qt Community Edition (packages named qt-platform-opensource-compiler-version)
- "Qt Free Edition Part"** means any collection of code, documentation or other Works that together form a subset of the Qt Free Edition.

**"Qt Free Edition Licenses"**

means the GPLv2+, the GPLv3+, the GPLv3 With Exceptions, the LGPLv2.1 and the LGPLv3 and/or any successor or replacement license or licenses.

**"Qt Project"**

means the open source software project initially created by Nokia Corporation aimed at developing Qt Software.

**"Qt Tools/Applications"**

means applications shipped with Qt, that are used by developers in the development process.

**"Replaced Platform"**

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

**"Successor Platform"**

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

**"Termination Circumstance"**

shall have the meaning ascribed to such term in Section 10 hereof.

**"Termination Date"**

shall have the meaning ascribed to such term in Section 10 hereof.

**"Termination Facts"**

shall have the meaning ascribed to such term in Section 10 hereof.

**"The Qt Company"** shall have the meaning ascribed to such term in the preamble hereof.

**"Third Party Contribution"**

means a Work that is a part of Qt and which is neither copyrighted and/nor owned by The Qt Company nor is a Qt Contribution

**"Trolltech"**

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

**"Unreleased Qt Work"**

Any Work developed by the Qt Company as part of Qt, or is otherwise obviously intended to become part of a future release of Qt, that is published (including but not limited to public accessible repositories).

**"Microsoft Windows"**

means any version of the Windows family of operating systems from Microsoft Inc.

**"Microsoft Windows Mobile"**

means any version of the Microsoft Windows Mobile operating system from Microsoft Inc.

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**"Work"** means code, documentation or other original works of authorship including without limitation any modifications or additions to an existing Work.

## 1 Qt

- 1.1 For the purposes of this Agreement "Qt" means the Qt toolkit for the Core Platforms, the Additional Platforms and the Discontinued Platforms, if any, as marketed and/or sold by the Qt Company and/or developed by The Qt Company and others, including all source code, all documentation (including API documentation) and all other parts needed to generate, install, and (for applications) run the object code and to make any modifications, including scripts to control those activities.
- 1.2 Any products other than Qt as defined in Section 1.1 that are being sold and/or marketed by The Qt Company are not part of this agreement.
- 1.3 In the event The Qt Company 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 of functionality from another library or software package, such other library or software package shall thereupon become part of Qt for all purposes hereof.
- 1.4 Any functionality that is a part of Qt Essentials, Qt Add-Ons or Qt Tools/Applications cannot be moved from one of these three to one of the others without the written consent of the Board. Such consent can be given by a simple majority.
- 1.5 The parties agree that the extension of this Agreement or a similar agreement, if any, to platforms other than the Core Platforms, the Additional Platforms or the Discontinued Platforms, shall be subject to future negotiations between the parties.
- 1.6 Notwithstanding anything above in this section 1, everything that has been previously released as a part of the Qt Free Edition shall be considered a part of Qt for the purpose of this agreement.
- 1.7 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.
- 1.8 For reasons of clarity the parties wish to list modules and applications that are considered part of the different parts of Qt at the date of the signing of this agreement.

Examples of libraries that are part of Qt Essentials at The Execution Date include, but are not limited to: Qt Core, Qt Gui, Qt Multimedia, Qt Multimedia Widgets, Qt Network, Qt QML, Qt Quick, Qt Quick Controls, Qt Quick Dialogs, Qt Quick Layouts, Qt SQL, Qt Test and Qt Widgets.

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Examples of libraries that are part of Qt Add-Ons at The Execution Date include, but are not limited to: Qt 3D, (Qt) Active Qt, Qt Android Extras, Qt Bluetooth, Qt Canvas 3D, Qt Charts, Qt Concurrent, Qt D-Bus, Qt Data Visualization, Qt Graphical Effects, Qt Image Formats, Qt Location, Qt Mac Extras, Qt NFC, Qt OpenGL, Qt Positioning, Qt Print Support, Qt Purchasing, Qt Quick 2D Renderer, Qt Quick Extras, Qt Quick Widgets, Qt Sensors, Qt Serial Port, Qt SVG, Qt WebChannel, Qt WebEngine, Qt Webengine Core, Qt Webengine Widgets, Qt WebSockets, Qt Webview, Qt Windows Extras, Qt X11 Extras, Qt Xml and Qt XML Patterns.

Examples of application that are part of Qt Tools/Applications at The Execution Date include, but are not limited to: Qt Creator, Qt Designer, Qt Linguist, Qt Assistant, qmake, uic, rcc, lupdate, lrelease, qlalr and qdoc.

## 2 Licenses

2.1 Subject to the terms and conditions of this Agreement, including specifically Section 3 hereof, The Qt Company hereby grants the Foundation, and the Foundation hereby accepts, the nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, 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

- (i) Qt Free Edition releases (including all Qt Essentials, Qt Add-Ons and Qt Tools/Applications),
- (ii) Unreleased Qt Work and
- (iii) Qt Contributions

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.

2.2 Whenever a new version of the Qt Free Edition is released, The Qt Company shall be deemed to have granted to the Foundation all of the rights and licenses under Section 2.1 hereof in respect of said new version of the Qt Free Edition.

2.3 Whenever The Qt Company or the Qt Project receives a Qt Contribution, The Qt Company shall be deemed to have granted to the Foundation all of the rights and licenses under Section 2.1 hereof in respect of said Qt Contribution.

2.4 Whenever The Qt Company publishes a new Unreleased Qt Work, The Qt Company shall be deemed to have granted to the Foundation all of the rights and licenses under Section 2.1 hereof in respect of said Unreleased Qt Work.

- 2.5 In respect to The Qt Free Edition the rights given in section 2.1 hereof shall only apply to the Qt Free Edition Parts where The Qt Company owns the copyright or where it has been given a right by the copyright holder of such parts to fulfill its obligations in section 2.1.
- 2.6 The Qt Company must ensure that the Qt Contribution Agreement at all times gives The Qt Company a sublicensable, irrevocable, perpetual, worldwide, royalty-free and fully paid-up license to fulfill all its obligations under subsection 2.1 hereof for all Qt Contributions. If The Qt Company wants to use new versions of the contribution agreements the prior written approval of the Foundation is required. Such approval can be given by a simple majority of the Board.

### 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:

- (i) twelve (12) calendar months shall have elapsed since an Important Release of the Qt Free Edition was released under the Qt Free Edition Licenses according to section 4 hereof; or
- (ii) 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
- (iii) twelve (12) calendar months shall have elapsed since an Unreleased Qt Work was published without the source code being available under the Qt Free Edition Licenses according to section 4 hereof; or
- (iv) the Board unanimously decides to exercise the Foundation's rights or licenses under Section 2.1 hereof

and in each case the Foundation shall have sent a notice to The Qt Company 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 on the Exercise Date any of such Notified Circumstances is continuing.

### 4 Permitted Licenses in the Qt Free Edition

- 4.1 Qt is currently developed by the Qt Project, an open source community project. The Parties understand and accept that The Qt Company does not own the copyrights to the entire Qt Toolkit.

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- 4.2 The Qt Free Edition must include everything that is included in Qt. The Qt Free Edition must be binary and source compatible with the corresponding version of the Qt Commercial Edition.
- 4.3 The Qt Free Edition as a whole shall be licensed under the GPLv3 and/or a license compatible with the GPLv3.
- 4.4 The Qt Essentials must be available under the GPLv2+ and, in addition, under the LGPLv3 to be considered available under the Qt Free Edition Licenses for the purposes of this section 4.
- 4.5 The Qt Add-Ons must be available under the GPLv3+ to be considered available under the Qt Free Edition Licenses for the purposes of this section 4.
- 4.6 Qt Free Edition Parts that are a part of Qt Add-Ons and are available under the GPLv2, the GPLv2+, the GPLv3+, LGPLv2.1 or the LGPLv3 at the signing of this agreement must continue to be available under these licenses also for future versions of said Qt Free Edition Parts unless otherwise agreed to by the Board with a simple majority. However, The Qt Company may remove the LGPLv2.1 as a license from such a Qt Free Edition Part provided that the Part continues to be available under the LGPLv3 and the GPLv2+.
- 4.7 The Qt Tools/Applications must be available under the GPLv3 With Exceptions to be considered available under the Qt Free Edition Licenses for the purposes of this section 4.
- 4.8 The Qt Free Edition Licenses and the availability of Qt Free Edition Parts under different Qt Free Edition licenses as specified in Subsections 4.4, 4.5, 4.6 and 4.7 above may be changed as designated from time to time by The Qt Company if the change is accepted by the Board by a written resolution signed by not less than three-fourths of the Board members and notified to The Qt Company and KDE e.V. in writing.
- 4.9 All Qt Free Edition Parts which are copyrighted and/or owned by The Qt Company and where The Qt Company has all the necessary rights to fulfill its obligations under this Agreement must be available under the Qt Free Edition Licenses.

The Qt Company represents and warrants that it will at all times take all necessary actions to obtain and/or retain the necessary rights to fulfill its obligations under this Agreement for all Qt Free Edition Parts copyrighted and/or owned by The Qt Company.

- 4.10 All Qt Free Edition Parts which are Qt Contributions must be available under the Qt Free Edition Licenses.

The Qt Company must ensure that all Qt Contributors have entered into a Qt Contribution Agreement before any Qt Contribution is accepted from such Qt Contributor. Otherwise, such Qt Contribution shall not be used in Qt and/or Qt Free Edition.

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The Qt Company represents and warrants that it will at all times take all necessary actions to obtain and/or retain the necessary rights to fulfill its obligations under this Agreement for all Qt Free Edition Parts that are Qt Contributions.

- 4.11 A Qt Free Edition Part may be a Third Party Contribution if the Third Party Contribution is licensed under either:
- (i) the BSD License or under a license that for all practical and legal purposes, including but not limited to license compatibility, is equivalent to the BSD License (examples of such a license is the MIT/X11 license, which is included in Exhibit B); or
  - (ii) an Open Source License which is compatible with the Qt Free Edition Licenses and the inclusion of such Third Party Contribution in the Qt Free Edition has been accepted in writing by the Board by a simple majority or has been listed in Exhibit D of this Agreement

Exhibit D lists the Qt Free Edition Parts that have been accepted by the Foundation under (ii) above at the Execution Date.

- 4.12 Notwithstanding the above subsection 4.11 The Qt Company may include a Qt Free Edition Part which is a Third Party Contribution in a Qt Free Edition release without acceptance from the Foundation provided that the Qt Free Edition Part:
- (i) is compatible with at least one of the Qt Free Edition Licenses. If not part of Qt Tools/Applications it has to be compatible with at least one of the LGPLv2.1 and the LGPLv3. (For reasons of clarity: It may be compatible with all Qt Free Edition licenses.); and
  - (ii) is not part of Qt Essentials; and
  - (iii) is not already considered a part of Qt under section 1 hereof; and
  - (iv) is separated into an independent and separate library.

4.13 Qt Free Edition Parts that are covered by subsections 4.11 (ii) above or subsection 4.12 above must always be clearly documented in the Qt Free Edition as having a license different from the rest of the Qt Free Edition. It must also be easy to identify the exact scope of any such Qt Free Edition Part.

4.14 For reasons of clarity and the avoidance of doubt: Qt Free Edition Parts may link to third party libraries that are compatible with all of the Qt Free Edition Licenses applicable to that part. Such third party libraries are not considered part of Qt and are not covered by this Agreement.

4.15 The Qt Company may not under any circumstances include anything in the Qt Free Edition that is not covered in this section 4.

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## 5 Discontinued Platforms

5.1 If The Qt Company wishes to discontinue support and releases of Qt for one of the Additional Platforms it may do so and the Foundation agrees to not exercise its rights under section 3 hereof for such Additional Platform provided that in each case:

- (i) The Qt Company shall have sent a notice to the Foundation specifying which of the Additional Platforms it wishes to discontinue support and releases of (“Discontinued Platform”).
- (ii) The Qt Company releases to the public, without unreasonable delay, under the BSD License, all Platform Specific Qt Free Edition Parts for the Discontinued Platform for the latest release of Qt.

In addition all Platform Specific Qt Free Edition Parts for the Discontinued Platform for all previous releases of Qt shall be declared to be licensed under the BSD License by The Qt Company, but The Qt Company does not need to rerelease the said Platform Specific Qt Free Edition Parts.

- (iii) The Qt Company ceases all development and support of Qt for the Discontinued Platform for its commercial customers.
- (iv) The Qt Company communicates the discontinuation to KDE e.V. in writing without unreasonable delay.

5.2 A Discontinued Platform shall no longer be considered an Additional Platform under this Agreement.

5.3 However, if The Qt Company at any time restarts development and/or support of Qt for a Discontinued Platform and/or releases a new version of Qt for such a Discontinued Platform, such Discontinued Platform shall immediately cease to be considered a Discontinued Platform under this Agreement and again be considered an Additional Platform. If The Qt Company wishes to again discontinue such an Additional Platform it must again comply with subsection 5.1 in its entirety for such Additional Platform.

5.4 Notwithstanding subsection 5.3 above, The Qt Company may do development and support on a Discontinued Platform, without it being considered an Additional Platform under this Agreement, as long as all Works resulting from such development are licensed under the BSD License and are released to the Foundation or to the general public.

## 6 Successors to platforms

6.1 The Board may at any time, with a simple majority, decide to replace any of the Additional Platforms (“Replaced Platform”) by another Platform (“Successor Platform”), if the Successor Platform is commercially supported by The Qt Company.

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- 6.2 A Successor Platform must be a reasonable successor to the Replaced Platform, in the sense that it is good industry practice to migrate applications and/or libraries from the Replaced Platform to the Successor Platform and plan to cease, within a reasonable timeframe, to support said applications and/or libraries for the Replaced Platform.
- 6.3 The rights in this section 6 shall also apply to all Discontinued Platforms. If a Discontinued Platform has a Successor Platform, which is commercially supported by The Qt Company, and can be seen as a Replaced Platform as specified in subsection 6.2 hereof, then such Discontinued Platform shall be considered a Replaced Platform for the purpose of this section 6.

Such a Discontinued Platform is considered a Replaced Platform from the moment a Successor Platform is available and commercially supported by The Qt Company, as considered by the Board by a simple majority.

However, notwithstanding subsection 6.5 below, the Discontinued Platform shall still be considered to be a Discontinued Platform after the replacement. For reasons of clarity: In such a case the Successor Platform shall be considered an Additional Platform as specified in subsection 6.5 below.

- 6.4 Such replacement must be communicated by the Board in writing to The Qt Company.
- 6.5 When The Qt Company has received the message mentioned in subsection 6.4 above, the Replaced Platform shall no longer be considered to be an Additional Platform under this Agreement and, notwithstanding anything herein to the contrary, shall no longer be covered by this agreement. At the same time the Successor Platform shall be considered to be an Additional Platform under this Agreement.

## **7 Marketing and Sales by The Qt Company**

- 7.1 The definition of Qt and the definition of several terms starting with "Qt" (e.g. "Qt Essentials") in the agreement hereof are terms that have been defined for the purpose of this agreement only. The Qt Company shall not in any way be obliged to use these exact terms when naming and marketing its products
- 7.2 However, specifically, the name of the Qt Free Edition must always contain the term "Qt".
- 7.3 The Qt Free Edition must be marketed in a way that makes it clear that it contains everything that is contained in The Qt Commercial Edition, except for the licensing terms.

## **8 Maintenance and Support**

Except as expressly specified herein, The Qt Company shall have no duty at any time to provide technical support, or to debug, maintain, customize or enhance, the Qt Free Edition.

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## 9 Assignment

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and KDE e.V., together with their respective successors, assigns and legal representatives. The Qt Company shall not assign, convey or transfer any copyrights in Qt to any third party in such a way that renders The Qt Company 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.

## 10 Termination

The Qt Company may terminate this Agreement if any of the following circumstances ("Termination Circumstances") occur:

- (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, or
- (ii) twenty-four (24) calendar months have elapsed since a release of the KDE Libraries and/or the major KDE Software Packages under an Open Source License, or
- (iii) the KDE project has obviously ceased to exist, or
- (iv) the KDE project has stopped using Qt.

and The Qt Company shall have sent a notice to the Foundation and KDE e.V. (if KDE e.V. still exists) 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 The Qt Company shall be entitled to terminate this Agreement (the "Termination Date") provided such Termination Circumstance and the applicable Termination Facts shall be continuing, and

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).



- 14.3 The parties agree that The Qt Company shall be released from its obligations under the Notification On Transfer and the Previous Agreement, and that this Agreement shall replace The Qt Company's obligations under the Previous Agreement.
- 14.4 For the avoidance of doubt, the parties further agree that the licenses previously granted under Section 2 of the Software License Agreement dated June 22, 1998, the Amended and Restated Software License Agreement dated May 28, 2004, the Software License Agreement, dated July 6, 2009 and the Software License Agreement, dated April 13, 2013 with respect to the Qt Free Edition releases made available by Trolltech and/or Nokia and/or Digia<sup>x</sup> before the Execution Date, 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.

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*and/or*  
*The Qt*  
*Company*  
*Gr*

## 15 Transfer of Rights

- 15.1 The Qt Company is permitted to assign, convey or transfer any copyrights in Qt to any Affiliate, if the respective Affiliate agrees to enter into this Agreement. The Qt Company must notify such assignment, conveyance or transfer of copyrights in Qt to the Foundation and KDE e.V. without unreasonable delay.
- 15.2 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 Agreement. The Affiliate declares its acceptance of this offer by adding to The Qt Company's notification the following written statement:

We agree to enter into the Software License Agreement with the KDE Free Qt Foundation dated (effective date).

The Qt Company undertakes to procure such declaration. Upon receipt of the Affiliate's statement, the Affiliate shall have become party to this Agreement as an independent contracting party in addition to The Qt Company.

## 16 Exhibits

All exhibits that are attached to this Agreement shall be considered an integral part of the Agreement and shall, when applicable, be binding upon the Parties.

## 17 Governing Law

This Agreement shall in all respect be governed by the laws of Norway. Disputes, if not settled amicably, shall be referred to the Oslo City Court, Norway.

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## 11 Severability

- 11.1 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.

## 12 Notices

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## 13 Injunctive Relief

The Qt Company 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. The Qt Company therefore agrees that, in lieu of any other relief (other than attorney's 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 of otherwise) in order fully to enforce its rights under this Agreement.

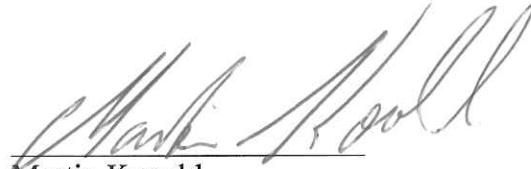
## 14 Termination of Previous Agreement


- 14.1 The Parties agree that Nokia shall not be released from its obligations under the Amended and Restarted Software License Agreement dated May 28, 2004 and the Software License Agreement, dated July 6, 2009 as far as the conditions set forth in these agreements cannot be fulfilled by Digia under the Previous Agreement or The Qt Company under this Agreement;
- 14.2 The Parties agree that Digia shall not be released from its obligations under the Previous Agreement, as far as the conditions set forth in the Previous Agreement cannot be fulfilled by The Qt Company under this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of December 28, 2015.

For the KDE Free Qt Foundation:


  
\_\_\_\_\_  
Lars Knoll

  
\_\_\_\_\_  
Martin Konold

  
\_\_\_\_\_  
Olaf Schmidt-Wischhöfer

  
\_\_\_\_\_  
Tuukka Turunen

For The Qt Company:

  
\_\_\_\_\_  
Juha Varelius

  
\_\_\_\_\_  
Mika Pääsi

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Mr. Brown T. L.

# Exhibit C

## The Open Source Definition v 1.9

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## Exhibit E

### Corporate Contribution Agreement

#### CONTRIBUTION AGREEMENT VERSION 1.2

THIS CONTRIBUTION AGREEMENT (hereinafter referred to as "Agreement") is executed by XXX with a registered address at XXX ("Licensor") in favor of The Qt Company Oy, an entity incorporated under the laws of Finland and having its principal place of business at Valimotie 21, 00380 Helsinki, Finland, including its Affiliates ("The Qt Company"). This Agreement shall be effective as of XXX ("Effective Date").

#### 1. DEFINITIONS

In this Agreement (and where the context so permits) the single of the terms defined below shall include the plural and vice versa. The following terms shall have the meanings identified below.

"Affiliate" means an entity, which is (i) directly or indirectly controlling such party, (ii) under the same direct or indirect ownership or control as such party, or (iii) 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.

"Chief Maintainer" means the individual initially appointed to lead, direct, and manage the Qt Project by The Qt Company and, in subsequent periods, the individual elected by a simple majority the Qt Project maintainers to lead, direct and manage the Qt Project.

"Contributions" means the code, documentation or other original works of authorship, including without limitation any modifications or additions to an existing work, that are submitted via any form of electronic, verbal, or written communication to the Qt Project for inclusion in, or documentation of, Qt Software.

"GNU License Terms" means all software licenses copyrighted by the Free Software Foundation, currently in use or hereafter published, including, but not limited to, the GNU General Public License versions 1 through 3, the GNU Library General Public License versions 1 through 2 or the GNU Lesser General Public License versions 2.1 through 3.0.

"Licensor Contributions" means Contributions submitted by Licensor, or if applicable Licensor's employee(s).

"Open Source Software" shall mean any software component, application or collection of files in human- or machine-readable form that is publicly available in source code form and licensed under an open source license listed at <http://www.opensource.org/licenses> or similar license.

"Qt Project" means the open source software project, initially created by Nokia Corporation, aimed at developing Qt Software.

"Qt Software" means any Qt software and any Contributions, related "online" or electronic documentation, associated media and printed materials, including but not limited to the source code, object code, example programs, tools, add-ons, plug-ins, companion products and documentation.

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“Third Party Contributions” means Contributions that are copyrighted or owned by a party other than the party submitting the Contribution.

“Update” means a release or version of the Qt Software containing enhancements, new features, bug fixes, or error corrections.

## 2. PURPOSE OF THE AGREEMENT

### 2.1 Purpose

In order to participate in the development of Qt Software, The Qt Company requires Licensor to accept the terms and conditions contained in this Agreement. This Agreement is primarily required because The Qt Company has existing obligations regarding the Qt Software and wants to enable the broadest, most vibrant Qt ecosystem. This agreement facilitates The Qt Company’s compliance with the spirit of its commitments to the Open Source Community, under the agreement with the KDE Free Qt Foundation, and enables participation of commercial Qt users in the Qt Project.

### 2.2 General

Licensor wishes to participate in the development of Qt Software. Licensor accepts and agrees to the following terms and conditions for Licensor’s present and future Licensor Contribution(s) submitted to The Qt Company and/or the Qt Project. If Licensor does not agree to the terms and conditions contained in this Agreement, Contribution(s) cannot be accepted and Licensor cannot contribute code or participate in the development of Qt Software.

### 2.3 Third Party Contributions

Third Party Contributions are not accepted under the terms of this Agreement. Third Party Contributions may only be accepted for use in Qt Software or by the Qt Project if the following criteria are met:

(a) The Third Party Contribution is licensed under license terms that are compatible with the GNU Lesser General Public License version 2.1 (“LGPL v. 2.1”) as included on the Free Software Foundation’s website ([www.gnu.org](http://www.gnu.org)); and

(b) If the Third Party Contributions are licensed under either:

- (i) GNU License Terms; or
- (ii) license terms requiring as a condition of use, modification and/or distribution of the software subject to the license, that the software or other software combined and/or distributed with it be disclosed or distributed in source code form; licensed for the purpose of making derivative works; or redistributable at no charge,

both the Chief Maintainer and The Qt Company must give their unanimous, prior, written consent before such Third Party Contribution may be included in the Qt Project. The modules for which consent has been obtained will be posted on the Qt Project web site.

(c) Notwithstanding (a) and (b) above, a Third Party Contribution which is an Update to third party code already included in Qt Software may be used to replace such third party code previously included in Qt Software provided that the Update is licensed under the same license terms as the code it is replacing.

The Chief Maintainer shall remove, from the public Qt code repositories or project website, any Third Party Contribution which does not meet the criteria specified above.

## 3. LICENSE GRANTS

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### 3.1 Copyright License

Subject to the terms and conditions of this Agreement, Licensor hereby grants, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to The Qt Company a sublicensable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up copyright and trade secret license to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute Licensor Contribution(s) and any derivative works thereof under license terms of The Qt Company's choosing including any Open Source Software license.

### 3.2 Patent License

Subject to the terms and conditions of this Agreement, Licensor hereby grants, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to The Qt Company and to the recipients of the Qt Software a sublicensable, irrevocable, perpetual, worldwide, non-exclusive, royaltyfree and fully paid up patent license to make, have made, use, sell, offer to sell, export, import and otherwise dispose of the Qt Software and to practice methods and processes therein, where such license applies to those patents licensable by Licensor that are infringed by the making, using, selling, offering to sell, importing or otherwise disposing of Licensor Contribution(s) or its constituent parts (a) as such, or (b) in combination with Qt Software.

### 3.3 Warranty

Licensor represents and warrants that it or its Affiliate is the owner of the Licensor Contribution(s) and that it or its Affiliate(s) has the authority to grant the licenses thereto set forth in Sections 3.1 and 3.2 of this Agreement. Moreover, Licensor represents and warrants that its and its Affiliates' compliance with this Section 3 will not breach against any other contract or license binding on the Licensor or any of its Affiliates, including without limitation, any Open Source Software license applicable to the Licensor Contribution(s) in question.

### 3.4 No Obligation to Make Use of Contribution

For the avoidance of doubt, The Qt Company has the right, but no obligation whatsoever to utilize any Contribution.

### 3.5 Enforcement Authorization

The Licensor hereby authorizes, and agrees to execute without undue delay any and all documents reasonably necessary to effect such authorization, for The Qt Company to enforce the Licensor's copyrights in and to a Licensor Contribution on the Licensor's behalf against any third parties as The Qt Company at its discretion deems appropriate, at The Qt Company's expense. In jurisdictions where such authorization is not possible under mandatory applicable law, the Licensor hereby undertakes upon The Qt Company's request and at The Qt Company's expense, to act jointly with The Qt Company (as a co-plaintiff) in enforcing the Licensor's copyrights, provided, however, that the Licensor shall not be obligated to participate as a co-plaintiff if the defendant in such action is a current customer or licensee of Licensor or its Affiliate(s).

## 4. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO ANY STATUTORY WARRANTIES OR CONDITIONS WHICH CAN NOT BE EXCLUDED, THE LICENSOR CONTRIBUTION IS PROVIDED BY LICENSOR "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF

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MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, AND STATUTORY ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 5. UPDATE TO AGREEMENT TERMS

Periodically, The Qt Company may need to modify the terms of this Agreement. In such cases, The Qt Company shall notify the Chief Maintainer of its desire to modify the terms of this Agreement. The Chief Maintainer shall, within ten (10) days following The Qt Company's request, initiate an election of four (4) individuals from among those individuals acting as Qt Project maintainers ("Elected Maintainers") to review and discuss modifications to terms of this Agreement as proposed by The Qt Company. Within not more than thirty (30) days following the selection of Elected Maintainers, the Chief Maintainer and Elected Maintainers shall have the right to veto (based on a simple majority vote) the proposed modifications in terms by The Qt Company. If no veto is exercised within thirty (30) days the modifications to the terms of this Agreement shall be deemed approved.

Qt Project participants, including without limitation, Licensor, may also forward proposed modifications to the terms of this Agreement to The Qt Company for consideration, and if approved by The Qt Company, submitted by The Qt Company to the Chief Maintainer, for review and veto pursuant to the process outlined above. For the avoidance of doubt, the terms this Agreement may only be modified or removed upon The Qt Company's express written approval, subject to the review and veto procedure described above.

If modifications to the terms this Agreement are approved, The Qt Company will request that Licensor accepts and agrees to the new terms for Contributions Licensor submits to The Qt Company on or after the date the modified Agreement is implemented. If Licensor does not agree to such new terms and conditions, The Qt Company will not accept further Contributions from Licensor, but Licensor's Contributions that have already been received will continue to be subject to the contribution agreement in force at the time the Contribution(s) were accepted.

## 6. MISCELLANEOUS

### 6.1 Assignment

The Qt Company shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis. If The Qt Company assigns or transfers any of its rights, benefits or obligations under this Agreement to a competitor of Licensor ("Assignee"), Licensor may, upon written notice to the Assignee, opt out of acting as a co-plaintiff under Section 3.5 and terminate this Agreement in accordance with Section 6.4. The Qt Company shall provide notification within thirty (30) days of the effective date of any such assignment by publishing a notice of assignment on the Qt Project web site.

### 6.2 No Waiver

Neither failure to exercise, nor any delay in exercising by either party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

### 6.3 Partial Invalidity

If any term and/or condition of this Agreement is or becomes invalid or unenforceable, the validity or enforceability of any other term and/or condition of this Agreement shall not be affected and such invalid or unenforceable term and/or condition shall be enforced to the maximum extent permitted

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by law and completed by a valid interpretation of such term and/or condition, which to the extent possible achieves the original purpose of the invalid or unenforceable term and/or condition.

#### 6.4 Termination

Licensor may terminate this agreement for its convenience by providing The Qt Company with written notice of termination. The termination shall become effective thirty (30) days following receipt of the termination notice by The Qt Company. For the avoidance of doubt, the termination of this Agreement shall have no effect on Licensor Contributions received prior to the date the termination becomes effective. 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: 1, 3, 4, 6.1, 6.4 and 7 of this Agreement.

### 7. APPLICABLE LAW AND DISPUTE RESOLUTION

#### 7.1 Applicable Law

The governing law of this Agreement shall be the substantive laws of England and Wales excluding their choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

#### 7.2 Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, including without limitation any question regarding its existence, validity or termination, shall be referred to and finally resolved by the exclusive jurisdiction of the courts of England and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. The award shall be final and binding and enforceable in any court of competent jurisdiction.

## Individual Contribution Agreement

### CONTRIBUTION AGREEMENT VERSION 1.2

THIS CONTRIBUTION AGREEMENT (hereinafter referred to as "Agreement") is executed by you (either an individual or legal entity) ("Licensor") in favor of The Qt Company Oy, an entity incorporated under the laws of Finland and having its principal place of business at Valimotie 21, 00380 Helsinki, Finland, including its Affiliates ("The Qt Company").

#### 1. DEFINITIONS

In this Agreement (and where the context so permits) the single of the terms defined below shall include the plural and vice versa. The following terms shall have the meanings identified below.

"Affiliate" means an entity, which is (i) directly or indirectly controlling such party, (ii) under the same direct or indirect ownership or control as such party, or (iii) 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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“Chief Maintainer” means the individual initially appointed to lead, direct, and manage the Qt Project by The Qt Company and, in subsequent periods, the individual elected by a simple majority of the Qt Project maintainers to lead, direct and manage the Qt Project.

“Contributions” means the code, documentation or other original works of authorship, including without limitation any modifications or additions to an existing work, that are submitted via any form of electronic, verbal, or written communication to the Qt Project for inclusion in, or documentation of, Qt Software.

“GNU License Terms” means all software licenses copyrighted by the Free Software Foundation, currently in use or hereafter published, including, but not limited to, the GNU General Public License versions 1 through 3, the GNU Library General Public License versions 1 through 2 or the GNU Lesser General Public License versions 2.1 through 3.0.

“Licensor Contributions” means Contributions submitted by Licensor, or if applicable Licensor’s employee(s).

“Open Source Software” shall mean any software component, application or collection of files in human- or machine-readable form that is publicly available in source code form and licensed under an open source license listed at <http://www.opensource.org/licenses> or similar license.

“Qt Project” means the open source software project initially created by Nokia Corporation, aimed at developing Qt Software.

“Qt Software” means any Qt software and any Contributions, related “online” or electronic documentation, associated media and printed materials, including but not limited to the source code, object code, example programs, tools, add-ons, plug-ins, companion products and documentation.

“Third Party Contributions” means Contributions that are copyrighted or owned by a party other than the party submitting the Contribution.

“Update” means a release or version of the Qt Software containing enhancements, new features, bug fixes, or error corrections.

## 2. PURPOSE OF THE AGREEMENT

### 2.1 Purpose

In order to participate in the development of Qt Software, The Qt Company requires Licensor to accept the terms and conditions contained in this Agreement. This Agreement is primarily required because The Qt Company has existing obligations regarding the Qt Software and wants to enable the broadest, most vibrant Qt ecosystem. This agreement facilitates The Qt Company’s compliance with the spirit of its commitments to the Open Source Community, under the agreement with the KDE Free Qt Foundation, and enables participation of commercial Qt users in the Qt Project.

### 2.2 General

Licensor wishes to participate in the development of Qt Software. Licensor accepts and agrees to the following terms and conditions for Licensor’s present and future Licensor Contribution(s) submitted to The Qt Company and/or the Qt Project. If Licensor does not agree to the terms and conditions contained in this Agreement, Contribution(s) cannot be accepted and Licensor cannot contribute code or participate in the development of Qt Software.

### 2.3 Third Party Contributions

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Third Party Contributions are not accepted under the terms of this Agreement. Third Party Contributions may only be accepted for use in Qt Software or by the Qt Project if the following criteria are met:

(a) The Third Party Contribution is licensed under license terms that are compatible with the GNU Lesser General Public License version 2.1 ("LGPL v. 2.1") as included on the Free Software Foundation's website ([www.gnu.org](http://www.gnu.org)); and

(b) If the Third Party Contributions are licensed under either:

(i) GNU License Terms; or

(ii) license terms requiring as a condition of use, modification and/or distribution of the software subject to the license, that the software or other software combined and/or distributed with it be disclosed or distributed in source code form; licensed for the purpose of making derivative works; or redistributable at no charge,

both the Chief Maintainer and The Qt Company must give their unanimous, prior, written consent before such Third Party Contribution may be included in the Qt Project. The modules for which consent has been obtained will be posted on the Qt Project web site.

(c) Notwithstanding (a) and (b) above, a Third Party Contribution which is an Update to third party code already included in Qt Software may be used to replace such third party code previously included in Qt Software provided that the Update is licensed under the same license terms as the code it is replacing.

The Chief Maintainer shall remove, from the public Qt code repositories or project website, any Third Party Contribution which does not meet the criteria specified above.

### 3. LICENSE GRANTS

#### 3.1 Copyright License

Subject to the terms and conditions of this Agreement, Licensor hereby grants, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to The Qt Company a sublicensable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up copyright and trade secret license to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute Licensor Contribution(s) and any derivative works thereof under license terms of The Qt Company's choosing including any Open Source Software license.

#### 3.2 Patent License

Subject to the terms and conditions of this Agreement, Licensor hereby grants, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to The Qt Company and to the recipients of the Qt Software a sublicensable, irrevocable, perpetual, worldwide, non-exclusive, royaltyfree and fully paid up patent license to make, have made, use, sell, offer to sell, export, import and otherwise dispose of the Qt Software and to practice methods and processes therein, where such license applies to those patents licensable by Licensor that are infringed by the making, using, selling, offering to sell, importing or otherwise disposing of Licensor Contribution(s) or its constituent parts (a) as such, or (b) in combination with Qt Software.

#### 3.3 Warranty

Licensor represents and warrants that it or its Affiliate is the owner of the Licensor Contribution(s) and that it or its Affiliate(s) has the authority to grant the licenses thereto set forth in Sections 3.1 and 3.2 of this Agreement. Moreover, Licensor represents and warrants that its and its Affiliates'

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compliance with this Section 3 will not breach against any other contract or license binding on the Licensor or any of its Affiliates, including without limitation, any Open Source Software license applicable to the Licensor Contribution(s) in question.

### 3.4 No Obligation to Make Use of Contribution

For the avoidance of doubt, The Qt Company has the right, but no obligation whatsoever to utilize any Contribution.

### 3.5 Enforcement Authorization

The Licensor hereby authorizes, and agrees to execute without undue delay any and all documents reasonably necessary to effect such authorization, for The Qt Company to enforce the Licensor's copyrights in and to a Licensor Contribution on the Licensor's behalf against any third parties as The Qt Company at its discretion deems appropriate, at The Qt Company's expense. In jurisdictions where such authorization is not possible under mandatory applicable law, the Licensor hereby undertakes upon The Qt Company's request and at The Qt Company's expense, to act jointly with The Qt Company (as a co-plaintiff) in enforcing the Licensor's copyrights, provided, however, that the Licensor shall not be obligated to participate as a co-plaintiff if the defendant in such action is a current customer or licensee of Licensor or its Affiliate(s).

## 4. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO ANY STATUTORY WARRANTIES OR CONDITIONS WHICH CAN NOT BE EXCLUDED, THE LICENSOR CONTRIBUTION IS PROVIDED BY LICENSOR "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, AND STATUTORY ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 5. UPDATE TO AGREEMENT TERMS

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If modifications to the terms this Agreement are approved, The Qt Company will request that Licensor accepts and agrees to the new terms for Contributions Licensor submits to The Qt Company

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on or after the date the modified Agreement is implemented. If Licensor does not agree to such new terms and conditions, The Qt Company will not accept further Contributions from Licensor, but Licensor's Contributions that have already been received will continue to be subject to the contribution agreement in force at the time the Contribution(s) were accepted.

## 6. MISCELLANEOUS

### 6.1 Assignment

The Qt Company shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis. If The Qt Company assigns or transfers any of its rights, benefits or obligations under this Agreement to a competitor of Licensor ("Assignee"), Licensor may, upon written notice to the Assignee, opt out of acting as a co-plaintiff under Section 3.5 and terminate this Agreement in accordance with Section 6.4. The Qt Company shall provide notification within thirty (30) days of the effective date of any such assignment by publishing a notice of assignment on the Qt Project web site.

### 6.2 No Waiver

Neither failure to exercise, nor any delay in exercising by either party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

### 6.3 Partial Invalidity

If any term and/or condition of this Agreement is or becomes invalid or unenforceable, the validity or enforceability of any other term and/or condition of this Agreement shall not be affected and such invalid or unenforceable term and/or condition shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such term and/or condition, which to the extent possible achieves the original purpose of the invalid or unenforceable term and/or condition.

### 6.4 Termination

Licensor may terminate this agreement for its convenience by providing The Qt Company with written notice of termination. The termination shall become effective thirty (30) days following receipt of the termination notice by The Qt Company. For the avoidance of doubt, the termination of this Agreement shall have no effect on Licensor Contributions received prior to the date the termination becomes effective.

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: 1, 3, 4, 6.1, 6.4 and 7 of this Agreement.

## 7. APPLICABLE LAW AND DISPUTE RESOLUTION

### 7.1 Applicable Law

The governing law of this Agreement shall be the substantive laws of England and Wales excluding their choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### 7.2 Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, including without limitation any question regarding its existence, validity or termination, shall be referred to and finally

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resolved by the exclusive jurisdiction of the courts of England and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. The award shall be final and binding and enforceable in any court of competent jurisdiction.

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## Transitional rules for the new KDE Free Qt Foundation Agreement


With the new KDE Free Qt Foundation Agreement signed December 2015, the Qt Company will release all parts of Qt for Application Development as open source. The work required to achieve this and incorporate all features into the Qt Free Edition, some time and work is required.


The KDE Free Qt Foundation board and The Qt Company thus agree to the following timelines for the transition.

1. With the exception of the Qt Quick Compiler, all components that are part of Qt for Application Development will be published under a license compatible with the new agreement within 3 months after the signing of the agreement.
2. The Qt Company will work on including all these components into a release of the Qt Free Edition before the end of 2016.
3. The Qt Company commits to creating a solution that provides similar benefits as the Qt Quick Compiler and publish this solution as part of the Qt Free Edition before the end of 2016.

  
Lars Knoll

  
Tuukka Turunen

  
Olaf Schmidt-Wischhöfer

  
Martin Konold

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