



# Open Source Used In 8800-Video-MPP 11-2-1

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Julian Seward, Cambridge, UK.  
jseward@bzip.org  
bzip2/libbzip2 version 1.0.4 of 20 December 2006

## 1.3 curl 7.26.0

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README

Curl is a command line tool for transferring data specified with URL

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```
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```

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## 1.9 glibc 2.13

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# 1.10 gsoap 2.8.48

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wpa\_supplicant and hostapd

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## 1.13 libjpeg 6b

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The Independent JPEG Group's JPEG software

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README for release 6b of 27-Mar-1998

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

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

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

## DOCUMENTATION ROADMAP

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This file contains the following sections:

OVERVIEW            General description of JPEG and the IJG software.  
LEGAL ISSUES        Copyright, lack of warranty, terms of distribution.  
REFERENCES         Where to learn more about JPEG.  
ARCHIVE LOCATIONS Where to find newer versions of this software.  
RELATED SOFTWARE   Other stuff you should get.  
FILE FORMAT WARS   Software \*not\* to get.  
TO DO               Plans for future IJG releases.

Other documentation files in the distribution are:

User documentation:

install.doc        How to configure and install the IJG software.  
usage.doc          Usage instructions for cjpeg, djpeg, jpegtran,  
                    rdjpgcom, and wrjpgcom.  
\*.1                Unix-style man pages for programs (same info as usage.doc).  
wizard.doc         Advanced usage instructions for JPEG wizards only.  
change.log         Version-to-version change highlights.

Programmer and internal documentation:

libjpeg.doc        How to use the JPEG library in your own programs.  
example.c          Sample code for calling the JPEG library.  
structure.doc      Overview of the JPEG library's internal structure.  
filelist.doc       Road map of IJG files.  
coderrules.doc     Coding style rules --- please read if you contribute code.

Please read at least the files install.doc and usage.doc. Useful information

can also be found in the JPEG FAQ (Frequently Asked Questions) article. See ARCHIVE LOCATIONS below to find out where to obtain the FAQ article.

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

## OVERVIEW

=====

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

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

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

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

The emphasis in designing this software has been on achieving portability and flexibility, while also making it fast enough to be useful. In particular, the software is not intended to be read as a tutorial on JPEG. (See the

REFERENCES section for introductory material.) Rather, it is intended to be reliable, portable, industrial-strength code. We do not claim to have achieved that goal in every aspect of the software, but we strive for it.

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

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

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

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## REFERENCES

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

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

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

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

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

numbers ISO/IEC IS 10918-2, ITU-T T.83.

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

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

Literature Department  
C-Cube Microsystems, Inc.  
1778 McCarthy Blvd.  
Milpitas, CA 95035  
phone (408) 944-6300, fax (408) 944-6314

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

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

## ARCHIVE LOCATIONS

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

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

You can also obtain this software in DOS-compatible "zip" archive format from the SimTel archives (<ftp://ftp.simtel.net/pub/simtelnet/msdos/graphics/>), or on CompuServe in the Graphics Support forum (GO CIS:GRAPHSUP), library 12

"JPEG Tools". Again, these versions may sometimes lag behind the ftp.uu.net release.

The JPEG FAQ (Frequently Asked Questions) article is a useful source of general information about JPEG. It is updated constantly and therefore is not included in this distribution. The FAQ is posted every two weeks to Usenet newsgroups comp.graphics.misc, news.answers, and other groups. It is available on the World Wide Web at <http://www.faqs.org/faqs/jpeg-faq/> and other news.answers archive sites, including the official news.answers archive at [rtfm.mit.edu: ftp://rtfm.mit.edu/pub/usenet/news.answers/jpeg-faq/](http://rtfm.mit.edu:ftp://rtfm.mit.edu/pub/usenet/news.answers/jpeg-faq/). If you don't have Web or FTP access, send e-mail to [mail-server@rtfm.mit.edu](mailto:mail-server@rtfm.mit.edu) with body  
send usenet/news.answers/jpeg-faq/part1  
send usenet/news.answers/jpeg-faq/part2

#### RELATED SOFTWARE

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

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

A different free JPEG implementation, written by the PVRG group at Stanford, is available from [ftp://havefun.stanford.edu/pub/jpeg/](http://havefun.stanford.edu/pub/jpeg/). This program is designed for research and experimentation rather than production use; it is slower, harder to use, and less portable than the IJG code, but it is easier to read and modify. Also, the PVRG code supports lossless JPEG, which we do not. (On the other hand, it doesn't do progressive JPEG.)

#### FILE FORMAT WARS

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

of the early commercial JPEG implementations for the Macintosh were able to exchange compressed files.)

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

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

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

TO DO

=====

The major thrust for v7 will probably be improvement of visual quality. The current method for scaling the quantization tables is known not to be very good at low Q values. We also intend to investigate block boundary smoothing, "poor man's variable quantization", and other means of improving quality-vs-file-size performance without sacrificing compatibility.

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

As always, speeding things up is of great interest.

Please send bug reports, offers of help, etc. to [jpeg-info@uunet.uu.net](mailto:jpeg-info@uunet.uu.net).

# 1.14 libpcap-1.1.1 libpcap-1.1.1

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\*

\* \$FreeBSD: src/sys/net80211/ieee80211.h,v 1.10 2005/07/22 16:55:27 sam Exp \$

\*/

/\*

\* pcap-linux.c: Packet capture interface to the Linux kernel

\*

\* Copyright (c) 2000 Torsten Landschoff <torsten@debian.org>

\* Sebastian Kraemer <kraemer@cs.uni-potsdam.de>

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\* Modifications: Added PACKET\_MMAP support

\* Paolo Abeni <paolo.abeni@email.it>

\*

\* based on previous works of:

\* Simon Patarin <patarin@cs.unibo.it>

\* Phil Wood <cpw@lanl.gov>

\*

\* Monitor-mode support for mac80211 includes code taken from the iw  
\* command; the copyright notice for that code is

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\*/  
/\*  
\* pcap-sita.c: Packet capture interface additions for SITA ACN devices  
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\*

\* @(#) \$Id: arcnet.h,v 1.2 2001-04-24 02:17:52 guy Exp \$ (LBL)

\*

\* from: NetBSD: if\_arc.h,v 1.13 1999/11/19 20:41:19 thorpej Exp

\*/

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\* @(#) \$Header: /tcpdump/master/libpcap/atmuni31.h,v 1.3 2007-10-22 19:28:58 guy Exp \$ (LBL)

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\* @(#) \$Header: /tcpdump/master/libpcap/nlpid.h,v 1.2 2002-12-06 00:01:34 hannes Exp \$ (Juniper)

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*
* Basic USB data struct
* By Paolo Abeni <paolo.abeni@email.it>
*
* @(#) $Header: /tcpdump/master/libpcap/pcap/usb.h,v 1.9 2008-12-23 20:13:29 guy Exp $
*/

```

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

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

\*

\* Hacked October, 1997 by Jawaid Bazyar, Interlink Advertising Services Inc.

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\* 10/1/97 - commented out CFG\_PHYIE bit - we don't care when the PHY

\* interrupts us (except possibly for removal/insertion of the cable?)

\* 10/4/97 - began heavy inline documentation of the code. Corrected typos

\* and spelling mistakes.

\* 10/5/97 - added code to handle PHY interrupts, disable PHY on

\* loss of link, and correctly re-enable PHY when link is

\* re-established. (put back CFG\_PHYIE)

\*

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

\*

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



```

*
* Linux driver for the IDT77201 NICStAR PCI ATM controller.
* PHY component is expected to be 155 Mbps S/UNI-Lite or IDT 77155;
* see init_nicstar() for PHY initialization to change this. This driver
* expects the Linux ATM stack to support scatter-gather lists
* (skb->atm.iovcnt != 0) for Rx skb's passed to vcc->push.
*
* Implementing minimal-copy of received data:
* IDT always receives data into a small buffer, then large buffers
* as needed. This means that data must always be copied to create
* the linear buffer needed by most non-ATM protocol stacks (e.g. IP)
* Fix is simple: make large buffers large enough to hold entire
* SDU, and leave <small_buffer_data> bytes empty at the start. Then
* copy small buffer contents to head of large buffer.
* Trick is to avoid fragmenting Linux, due to need for a lot of large
* buffers. This is done by 2 things:
* 1) skb->destructor / skb->atm.recycle_buffer
*    combined, allow nicstar_free_rx_skb to be called to
*    recycle large data buffers
* 2) skb_clone of received buffers
* See nicstar_free_rx_skb and linearize_buffer for implementation
* details.
*
*
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*
* M. Welsh, 6 July 1996
*
*
*/

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

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

\*



- \* Hacked October, 1997 by Jawaid Bazyar, Interlink Advertising Services Inc.
- \* <http://www.hypermall.com/>
- \* 10/1/97 - commented out CFG\_PHYIE bit - we don't care when the PHY
- \* interrupts us (except possibly for removal/insertion of the cable?)
- \* 10/4/97 - began heavy inline documentation of the code. Corrected typos
- \* and spelling mistakes.
- \* 10/5/97 - added code to handle PHY interrupts, disable PHY on
- \* loss of link, and correctly re-enable PHY when link is
- \* re-established. (put back CFG\_PHYIE)
- \*
- \* Modified to work with the IDT7721 nicstar -- AAL5 (tested) only.
- \*
- \* R. D. Rechenmacher <ron@fnal.gov>, Aug. 6, 1997
- \*
- \* Linux driver for the IDT77201 NICStAR PCI ATM controller.
- \* PHY component is expected to be 155 Mbps S/UNI-Lite or IDT 77155;
- \* see init\_nicstar() for PHY initialization to change this. This driver
- \* expects the Linux ATM stack to support scatter-gather lists
- \* (skb->atm.iovcnt != 0) for Rx skb's passed to vcc->push.
- \*
- \* Implementing minimal-copy of received data:
- \* IDT always receives data into a small buffer, then large buffers
- \* as needed. This means that data must always be copied to create
- \* the linear buffer needed by most non-ATM protocol stacks (e.g. IP)
- \* Fix is simple: make large buffers large enough to hold entire
- \* SDU, and leave <small\_buffer\_data> bytes empty at the start. Then
- \* copy small buffer contents to head of large buffer.
- \* Trick is to avoid fragmenting Linux, due to need for a lot of large
- \* buffers. This is done by 2 things:
- \* 1) skb->destructor / skb->atm.recycle\_buffer
- \* combined, allow nicstar\_free\_rx\_skb to be called to
- \* recycle large data buffers
- \* 2) skb\_clone of received buffers
- \* See nicstar\_free\_rx\_skb and linearize\_buffer for implementation
- \* details.
- \*
- \*
- \*
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\* Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.  
\*  
\* M. Welsh, 6 July 1996  
\*  
\*  
\*/

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

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for the lgdt330x frontend driver, and various bugfixes

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for maintaining v4l/dvb inter-tree dependencies

Taylor Jacob <rtjacob@earthlink.net>  
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Jean-Francois Thibert <jeanfrancois@sagetv.com>  
for the nxt2004 frontend driver

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

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

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 * Hacked October, 1997 by Jawaid Bazyar, Interlink Advertising Services Inc.
 * http://www.hypermall.com/
 * 10/1/97 - commented out CFG_PHYIE bit - we don't care when the PHY
 * interrupts us (except possibly for removal/insertion of the cable?)
 * 10/4/97 - began heavy inline documentation of the code. Corrected typos
 * and spelling mistakes.
 * 10/5/97 - added code to handle PHY interrupts, disable PHY on
 * loss of link, and correctly re-enable PHY when link is
 * re-established. (put back CFG_PHYIE)
 *
 * Modified to work with the IDT7721 nicstar -- AAL5 (tested) only.
 *
 * R. D. Rechenmacher <ron@fnal.gov>, Aug. 6, 1997
 *
 * Linux driver for the IDT77201 NICStAR PCI ATM controller.
 * PHY component is expected to be 155 Mbps S/UNI-Lite or IDT 77155;
 * see init_nicstar() for PHY initialization to change this. This driver
 * expects the Linux ATM stack to support scatter-gather lists
 * (skb->atm.iovcnt != 0) for Rx skb's passed to vcc->push.
 *
 * Implementing minimal-copy of received data:
```

```

* IDT always receives data into a small buffer, then large buffers
* as needed. This means that data must always be copied to create
* the linear buffer needed by most non-ATM protocol stacks (e.g. IP)
* Fix is simple: make large buffers large enough to hold entire
* SDU, and leave <small_buffer_data> bytes empty at the start. Then
* copy small buffer contents to head of large buffer.
* Trick is to avoid fragmenting Linux, due to need for a lot of large
* buffers. This is done by 2 things:
* 1) skb->destructor / skb->atm.recycle_buffer
*    combined, allow nicstar_free_rx_skb to be called to
*    recycle large data buffers
* 2) skb_clone of received buffers
* See nicstar_free_rx_skb and linearize_buffer for implementation
* details.
*
*
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* Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.
*
* M. Welsh, 6 July 1996
*
*
*/

```

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```
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 */
JavaScript MD5
```

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3. [3]Bernd Altmeier <altmeier@atsoft.de> hopf Elektronik serial line and PCI-bus devices
4. [4]Viraj Bais <vbais@mailman1.intel.com> and [5]Clayton Kirkwood <kirkwood@striderfm.intel.com> port to WindowsNT 3.5
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27. [29]Poul-Henning Kamp <phk@FreeBSD.ORG> Oncore driver (Original author)
28. [30]Frank Kardel [31]<kardel (at) ntp (dot) org> PARSE <GENERIC> (driver 14 reference clocks), STREAMS modules for PARSE, support scripts, syslog cleanup, dynamic interface handling

29. [32]Johannes Maximilian Kuehn <kuehn@ntp.org> Rewrote snpt to comply with NTPv4 specification, ntpq saveconfig
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47. [51]Nick Sayer <mrapple@quack.kfu.com> SunOS streams modules
48. [52]Jack Sasportas <jack@innovativeinternet.com> Saved a Lot of space on the stuff in the html/pic/ subdirectory
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52. [56]Harlan Stenn <harlan@pfcs.com> GNU automake/autoconfigure makeover, various other bits (see the ChangeLog)
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57. [61]Loganaden Velvindron <loganaden@gmail.com> Sandboxing (libseccomp) support
58. [62]Paul A Vixie <vixie@vix.com> TrueTime GPS driver, generic

TrueTime clock driver

59. [63]Ulrich Windl <Ulrich.Windl@rz.uni-regensburg.de> corrected and validated HTML documents according to the HTML DTD

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## 1.24 ntp/sntp/libopts 4.2.8p4

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## 1.27 omx 1.1.2

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```

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\*/  
/\* -\*- Mode: C; c-file-style: "bsd" -\*- \*/  
/\*-  
\* easy-tls.c -- generic TLS proxy.  
\* \$Id: easy-tls.c,v 1.4 2002/03/05 09:07:16 bodo Exp \$  
\*/  
/\*-

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## 1.29 OpenSSL patch to 0.9.8 branch to add RFC5649 (key wrap with pad) 1.0

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```

/* crypto/aes/aes_wrap.c */
/* Written by Dr Stephen N Henson (steve@openssl.org) for the OpenSSL
 * project.
 * Modified by Attaullah Baig (abaig@paypal.com) to wrap/unwrap any
 * size keys (Implemented RFC5649)
 */
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## 1.30 qt 4.8.5 :4.3

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

### 13.5. Entire Agreement

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

### 13.6. Payment and Taxes

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

### 13.7. Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure results in a delay or non-performance of a party for a period of three (3) months or longer, then either party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other party. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party from fulfilling its obligations under this Agreement.

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Notices to Digia shall be given to:

Digia USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

### 13.9. Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Licensed Software, Modified Software or Applications.

### 13.10. Governing Law and Legal Venue

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes arising out of or relating to this Agreement shall be resolved in arbitration under the Rules of Arbitration of the Chamber of Commerce of Helsinki, Finland. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language.

### 13.11 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Digia and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software and/or Modified Software, as applicable, with any other software or hardware not delivered by Digia under this Agreement.

### 13.12 Government End Users

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

## QT COMMERCIAL EMBEDDED DEVELOPER LICENSE AGREEMENT

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

FAX + 1 408 433 9360

PLACE OF REGISTERED OFFICE: DELAWARE | WWW.DIGIA.COM  
QT EMBEDDED DEVELOPER LICENSE AGREEMENT

Agreement version 1.5.2

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

### 1. DEFINITIONS

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

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

"Deployment Platforms" shall mean the operating system(s) listed in the License Certificate onto which Licensee is authorized to deploy Applications.

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

"Development Platforms" shall mean the operating system(s) listed in the License Certificate on which Licensee may use, develop and modify the Licensed Software.

"Initial Term" shall mean the period of time one (1) year from the later of (a) the Effective Date; or (b) the date the Licensed Software was initially delivered to Licensee by Digia. If no specific Effective Date is set forth in the Agreement, the Effective Date shall be deemed to be the date the Licensed Software was initially delivered to Licensee.



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

"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Digia to Licensee in conjunction with this Agreement. Licensed Software does not include Third Party Software (as defined in Section 7).

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

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

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

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

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Notwithstanding the above limitation, Licensee may distribute Application(s) in binary/compiled form onto devices,

provided the core functionality of the device does not depend on the Application(s).

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

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

## 6. VERIFICATION

Digia or a certified auditor on Digia's behalf, may, upon its reasonable request and at its expense, audit Licensee with respect to the use of the Licensed Software. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. Digia will not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that Licensee is using the Licensed Software in a way that is in material violation of the terms of the Agreement, then Licensee shall pay Digia's reasonable costs of conducting the audit. In the case of a material violation, Licensee agrees to pay Digia any amounts owing that are attributable to the unauthorized use. In the alternative, Digia reserves the right, at Digia's sole option, to terminate the licenses for the Licensed Software.

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## 8. CONDITIONS FOR CREATING APPLICATIONS

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## 9. LIMITED WARRANTY AND WARRANTY DISCLAIMER

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## 10. LIMITATION OF LIABILITY

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

## 11. SUPPORT AND UPDATES

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

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

## 12. CONFIDENTIALITY

Each party acknowledges that during the Initial Term of this Agreement it shall have access to information about the other party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other party, and the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each party shall take reasonable measures to protect the Confidential Information of the other party, which measures shall not be less than the measures taken by such party to protect its own confidential and proprietary information.

"Confidential Information" shall not include information that (a) is or becomes generally known to the public through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (c) is developed by employees of the Receiving Party or other persons working for the Receiving Party who have not had access to the Confidential

Information of the Disclosing Party, as proven by the written records of the Receiving Party or by persons who have not had access to the Confidential Information of the Disclosing Party as proven by the written records of the Receiving Party; (d) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (e) the Receiving Party is legally compelled to disclose the information, in which case the Receiving Party shall assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to protect against and prevent disclosure of any Confidential Information and to limit the scope of disclosure and the dissemination of disclosed Confidential Information by all legally available means.

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

### 13. GENERAL PROVISIONS

#### 13.1. Marketing

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

#### 13.2. No Assignment

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

#### 13.3. Termination

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

Either party shall have the right to terminate this Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other party.

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

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Notices to Digia shall be given to:

Digia Finland Ltd

Attn: Qt / Legal

Valimotie 21

FI-00380 Helsinki

Finland

Fax: +358 10 313 3700

### 13.9. Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Licensed Software, Modified Software or Applications.

### 13.10. Governing Law and Legal Venue:

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language



### 13.11 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Digia and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software and/or Modified Software, as applicable, with any other software or hardware not delivered by Digia under this Agreement.

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

WWW.DIGIA.COM

Qt COMMERCIAL EVALUATION LICENSE AGREEMENT

Agreement version 2.0

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

### 1. DEFINITIONS

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

composition of its board of directors or equivalent body.

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

"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Digia to Licensee in conjunction with this Agreement.

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

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

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Each party acknowledges that during the Initial Term of this Agreement it shall have access to information about the other party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other party, and the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each party shall take reasonable measures to protect the Confidential Information of the other party, which measures shall not be less than the measures taken by such party to protect its own confidential and proprietary information.

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

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

## 13. GENERAL PROVISIONS

### 13.1 Marketing

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

### 13.2 No Assignment

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

### 13.3 Termination

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

Either party shall have the right to terminate this Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other party.

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

### 13.4 Surviving Sections

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

### 13.5 Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement ("Non-Disclosure Agreement"), if any, shall be subject to Section 12. No modification of this Agreement

shall be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's purchase order shall apply unless expressly accepted by Digia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

### 13.6 Payment and Taxes

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

### 13.7 Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure results in a delay or non-performance of a party for a period of three (3) months or longer, then either party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other party. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

### 13.8 Notices

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Notices to Digia shall be given to:

Digia Finland Ltd

Attn: Qt / Legal

Valimotie 21

FI-00380 Helsinki

Finland

Fax: +358 10 313 3700

### 13.9 Export Control

Licensee acknowledges that the Licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Licensed Software and/or Modified Software and/or Applications and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Licensed Software, Modified Software or Applications.

### 13.10 Governing Law and Legal Venue

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. The arbitration tribunal shall consist of one (1), or if either Party so requires, of three (3), arbitrators. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language.

### 13.11 No Implied License

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Digia and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software and/or Modified Software, as applicable, with any other software or hardware not delivered by Digia under this Agreement.

## Appendix 1

### 1. Parts of the Licensed Software that are permitted for distribution ("Redistributables"):

- The Licensed Software's main and plug-in libraries in object code form
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool in object code/executable form ("Qt Assistant")
- The Licensed Software's internationalization tools in object code/executable form ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's designer tool ("Qt Designer")
- The Licensed Software's IDE tool ("Qt Creator")
- The Licensed Software's QML ("Qt Quick") launcher tool in object code/executable form

### 2. Parts of the Licensed Software that are not permitted for distribution include, but are not limited to:

- The Licensed Software's source code and header files
- The Licensed Software's documentation
- The Licensed Software's tool for writing makefiles ("qmake")
- The Licensed Software's Meta Object Compiler ("moc")
- The Licensed Software's User Interface Compiler ("uic" or in the case of Qt Jambi: "juic")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's generator (only in the case of Qt Jambi if applicable)
- The Licensed Software's Qt SDK and its components

QT COMMERCIAL LICENSE AGREEMENT



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

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

WWW.DIGIA.COM

QT COMMERCIAL ALL OPERATING SYSTEMS DEVELOPER LICENSE AGREEMENT

Agreement version 1.3.2

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

## 1. DEFINITIONS

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

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

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

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

"Initial Term" shall mean the period of time one (1) year from the later of (a) the Effective Date; or (b) the date the Licensed Software was initially delivered to Licensee by Digia. If no specific Effective Date is set forth in the Agreement, the Effective Date shall be deemed to be the date the Licensed Software was initially delivered to Licensee.

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

"Licensed Software" shall mean the computer software, "online" or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Digia to Licensee in conjunction with this Agreement. Licensed Software does not include Third Party Software (as defined in Section 7).

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

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

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

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

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

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

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

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Upon Licensee's acceptance of the terms and conditions of this Agreement, Digia grants Licensee the right to use the Licensed Software in the manner provided below.

#### 5. LICENSES

##### 5.1 Using, Modifying and Copying

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

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

Licensee may install copies of the Licensed Software on an unlimited number of computers provided that only the Designated Users use the Licensed Software. Licensee may at any time designate another Designated User to replace a then-current Designated User by notifying Digia, provided that a) the then-current Designated User has not been designated as a replacement during the last six (6) months; and b) there is no more than the specified number of Designated Users at any given time.

##### 5.2 Limited Redistribution

a) Digia grants Licensee a non-exclusive, royalty-free right to reproduce and distribute the object code form of Redistributables (listed in Appendix 1, Section 1) for execution on the specified Platforms, excluding the Deployment Platforms. Copies of Redistributables may only be distributed with and for the sole purpose of executing Applications permitted under this Agreement that Licensee has created using the Licensed Software. Under no circumstances may any copies of Redistributables be distributed separately. This Agreement does not give

Licensee any rights to distribute any of the parts of the Licensed Software listed in Appendix 1, Section 2, neither as a whole nor as parts or snippets of code.

b) Licensee may not distribute, transfer, assign or otherwise dispose of Applications and/or Redistributables, in binary/compiled form, or in any other form, if such action is part of a joint software and hardware distribution, except as provided by a separate runtime distribution license with Digia or one of its authorized distributors. A joint hardware and software distribution shall be defined as either:

(i) distribution of a hardware device where, in its final end user configuration, the main user interface of the device is provided by Application(s) created by Licensee or others, using a commercial version of a Qt or Qt-based product, and depends on the Licensed Software or an open source version of any Qt or Qt-based software product; or

(ii) distribution of the Licensed Software with a device designed to facilitate the installation of the Licensed Software onto the same device where the main user interface of such device is provided by Application(s) created by Licensee or others, using a commercial version of a Qt or Qt-based product, and depends on the Licensed Software.

c) Licensee's distribution of Licensed Software and/or Modified Software or Applications on Deployment Platforms requires a separate distribution license from Digia. Notwithstanding the above limitation, Licensee may distribute the Application in binary/compiled form onto devices running Windows CE provided the core functionality of the device does not depend on either the Licensed Software or the Application.

### 5.3 Further Requirements

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

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

Notwithstanding anything contrary to this Agreement, it is expressly acknowledged and understood by Licensee, that Nokia shall hereby be named as a third party beneficiary under this Agreement with respect to this Section 5.3. Therefore, Nokia shall have the same rights as Digia under this Agreement with respect to this Section 5.3, and shall be entitled to exercise such rights independent from Digia.

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

## 6. VERIFICATION

Digia or a certified auditor on Digia's behalf, may, upon its reasonable request and at its expense, audit Licensee with respect to the use of the Licensed Software. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. Digia will not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that

Licensee is using the Licensed Software in a way that is in material violation of the terms of the Agreement, then Licensee shall pay Digia's reasonable costs of conducting the audit. In the case of a material violation, Licensee agrees to pay Digia any amounts owing that are attributable to the unauthorized use. In the alternative, Digia reserves the right, at Digia's sole option, to terminate the licenses for the Licensed Software.

## 7. THIRD PARTY SOFTWARE

The Licensed Software may provide links to third party libraries or code (collectively "Third Party Software") to implement various functions. Third Party Software does not comprise part of the Licensed Software. In some cases, access to Third Party Software may be included along with the Licensed Software delivery as a convenience for development and testing only. Such source code and libraries may be listed in the ".../src/3rdparty" source tree delivered with the Licensed Software or documented in the Licensed Software where the Third Party Software is used, as may be amended from time to time, do not comprise the Licensed Software. Licensee acknowledges (i) that some part of Third Party Software may require additional licensing of copyright and patents from the owners of such, and (ii) that distribution of any of the Licensed Software referencing any portion of a Third Party Software may require appropriate licensing from such third parties.

## 8. CONDITIONS FOR CREATING APPLICATIONS

The licenses granted in this Agreement for Licensee to create, modify and distribute Applications is subject to all of the following conditions: (i) all copies of the Applications Licensee creates must bear a valid copyright notice either Licensee's own or the copyright notice that appears on the Licensed Software; (ii) Licensee may not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software including but not limited to the About Boxes; (iii) Licensee will indemnify and hold Digia, its Affiliates, contractors, and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of Applications; (iv) Applications must be developed using a licensed, registered copy of the Licensed Software; (v) Applications must add primary and substantial functionality to the Licensed Software; (vi) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; however Licensee may use the Licensed Software's scripting and QML ("Qt Quick") functionality solely in order to enable scripting, themes and styles that augment the functionality and appearance of the Application(s) without adding primary and substantial functionality to the Application(s); (vii) Licensee may create Modified Software that breaks the source or binary compatibility with the Licensed Software. This includes, but is not limited to, changing the application programming interfaces ("API") by adding, changing or deleting any variable, method, or class signature in the Licensed Software, the inter-process QCop specification, and/or any inter-process protocols, services or standards in the Licensed Software libraries. To the extent that Licensee breaks source or binary compatibility with the Licensed Software, Licensee acknowledges that Digia's ability to provide Support may be prevented or limited and Licensee's ability to make use of Updates may be restricted; (viii) Applications may not compete with the Licensed Software; (ix) Licensee may not use Digia's or any of its suppliers' names, logos, or trademarks to market Applications, except to state that Licensee's Application(s) was developed using the Licensed Software.

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not combine such development work with the Licensed Software and must license such Application(s) (or any portions derived there from) under the terms of the GNU Lesser General Public License version 2.1 (Qt only) or GNU General Public License version 2.0 (Qt, Qtopia and Qt Extended) or version 3 (Qt only) copies of which are located at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html>, <http://www.fsf.org/licenses/licenses/info/GPLv2.html>, and <http://www.gnu.org/copyleft/gpl.html>.

## 9. LIMITED WARRANTY AND WARRANTY DISCLAIMER

Digia hereby represents and warrants with respect to the Licensed Software that it has the power and authority to grant the rights and licenses granted to Licensee under this Agreement. Except as set forth above, the Licensed Software is licensed to Licensee "as is". To the maximum extent permitted by applicable law, Digia on behalf of itself and its suppliers, disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

## 10. LIMITATION OF LIABILITY

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

## 11. SUPPORT AND UPDATES

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

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

## 12. CONFIDENTIALITY

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other party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other party, and the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each party shall take reasonable measures to protect the Confidential Information of the other party, which measures shall not be less than the measures taken by such party to protect its own confidential and proprietary information.

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

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

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### 13.3 Termination

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Either party shall have the right to terminate this Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other party.

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### 13.4 Surviving Sections

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

### 13.5 Entire Agreement

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

### 13.6 Payment and Taxes

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imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments). Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates.

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Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure results in a delay or non-performance of a party for a period of three (3) months or longer, then either party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other party. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party for fulfilling its obligations under this Agreement.

### 13.8 Notices

Any notice given by one party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

Notices to Digia shall be given to:

Digia USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

### 13.9 Export Control

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

This is JavaScriptCore's variant of the PCRE library. While this library  
started out as a copy of PCRE, many of the features of PCRE have been  
removed.

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March 29, 2012

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/* * and/or the "little-cms" library by Marti Maria (depending on the  */
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/* * This library's function is primarily to read and display MNG  */
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Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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quality of the fonts, both to protect Bitstream and Gnome. We want to ensure that if an application has opened a font specifically of these names, it gets what it expects (though of course, using fontconfig, substitutions could still could have occurred during font opening). You must include the Bitstream copyright. Additional copyrights can be added, as per copyright law. Happy Font Hacking!

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

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

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

Sure. Bundle the fonts with your software and sell your software

with the fonts. That is the intent of the copyright.

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

This depends on exact details of the software. Most open source systems and software (e.g., Gnome, KDE, etc.) are now converting to use fontconfig (see [www.fontconfig.org](http://www.fontconfig.org)) to handle font configuration, selection and substitution; it has provisions for overriding font names and substituting alternatives. An example is provided by the supplied local.conf file, which chooses the family Bitstream Vera for "sans", "serif" and "monospace". Other software (e.g., the XFree86 core server) has other mechanisms for font substitution. Permission to use, reproduce, display and distribute the listed typefaces is hereby granted, provided that the Adobe Copyright notice appears in all whole and partial copies of the software and that the following trademark symbol and attribution appear in all unmodified copies of the software:

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

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Each party acknowledges that during the Initial Term of this Agreement it shall have access to information about the other party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other party, and the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees and agents and employees and agents of its affiliates to: (i) maintain the Confidential Information in strict confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each party shall take reasonable measures to protect the Confidential Information of the other party, which measures shall not be less than the measures taken by such party to protect its own confidential and proprietary information.

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

## 13. GENERAL PROVISIONS

### 13.1 Marketing

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

### 13.2 No Assignment

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

### 13.3 Termination

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

Either party shall have the right to terminate this Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other party.

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

### 13.4 Surviving Sections

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

### 13.5 Entire Agreement

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

### 13.6 Payment and Taxes

If credit has been extended to Licensee by Digia, all payments under this Agreement are due within thirty (30) days of the date Digia mails its invoice to Licensee. If Digia has not extended credit to Licensee, Licensee shall be required to make payment concurrent with the delivery of the Licensed Software by Digia. All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. Licensee shall be entitled to withhold from payments any applicable withholding taxes and comply with all applicable tax and employment

legislation. Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments). Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates.

### 13.7 Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder other than the obligation of paying the license fees in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined below). If any event of Force Majeure results in a delay or non-performance of a party for a period of three (3) months or longer, then either party shall have the right to terminate this Agreement with immediate effect without any liability (except for the obligations of payment arising prior to the event of Force Majeure) towards the other party. A "Force Majeure" event shall mean an act of God, terrorist attack or other catastrophic event of nature that prevents either party from fulfilling its obligations under this Agreement.

### 13.8 Notices

Any notice given by one party to the other shall be deemed properly given and deemed received if specifically acknowledged by the receiving party in writing or when successfully delivered to the recipient by hand, fax, or special courier during normal business hours on a business day to the addresses specified below. Each communication and document made or delivered by one party to the other party pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

Notices to Digia shall be given to:

Digia USA, Inc

2350 Mission College Blvd.

Suite 1020

Santa Clara, CA 95054

U.S.A.

Fax: + 1 408 433 9360

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

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Version 3, 29 June 2007

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6. Conveying Non-Source Forms.

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

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b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the

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

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## 1.36 udev 172

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# 1.38 xinetd 2.3.15

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