# **Dell Wyse USB Imaging Tool Version 3.5.0**

Release Notes



#### Notes, cautions, and warnings

(i) NOTE: A NOTE indicates important information that helps you make better use of your product.

CAUTION: A CAUTION indicates either potential damage to hardware or loss of data and tells you how to avoid the problem.

MARNING: A WARNING indicates a potential for property damage, personal injury, or death.

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### Release summary

Dell Wyse USB Imaging Tool is an imaging solution to pull or push images to the thin client devices by using USB drives.

New releases are created to support new hardware platforms, correct defects, make enhancements, or add new features. These releases are tested and supported on current, actively shipping hardware platforms, and those hardware platforms that are within their first year after their official End of Life date. After the one year time period, new software releases are no longer certified for use with the earlier hardware, even though it is possible that they may still work. This enables us to advance our product with features and functions that were not supported by the earlier hardware, with previous generation CPUs and supporting components.

### Version

3.5.0

### Release date

March 2022

### New and enhanced features

This release of the Dell Wyse USB Imaging Tool v3.5.0 provides the below features:

- Supports Imaging operation (PULL/PUSH) for Dell OptiPlex 3000 thin client.
- Supports Imaging with Secure Boot option.
- Updates to Merlin version 4.1.0.

# Compatibility

#### **Topics:**

- Supported operating system and thin clients
- Previous version
- Supported operating systems for Dell Wyse USB Imaging Tool Installation

### Supported operating system and thin clients

The following section provides the list of embedded operating systems and the corresponding Dell thin clients that support the USB Imaging Tool:

Table 1. Supported operating system and thin clients

Operating system	Dell thin clients
ThinOS 9.0	<ul> <li>Wyse 3040 Thin Client</li> <li>Wyse 5070 Thin Client</li> <li>Wyse 5470 All-in-One Thin Client</li> <li>Wyse 5470 Thin Client</li> </ul>
Windows 10 IoT Enterprise LTSC (64-bit)	<ul> <li>Wyse 5070 Thin Client</li> <li>Wyse 5470 All-in-One Thin Client</li> <li>Wyse 5470 Thin Client</li> <li>Dell Optiplex 3000 Thin Client</li> </ul>
Windows 10 IoT Enterprise LTSB (64-bit)	<ul> <li>Wyse 5070 Thin Client</li> <li>Wyse 5470 All-in-One Thin Client</li> <li>Wyse 5470 Thin Client</li> </ul>
Wyse ThinOS 8.6.x	<ul> <li>Wyse 3040 Thin Client</li> <li>Wyse 5040 All-in-One Thin Client</li> <li>Wyse 5070 Thin Client</li> <li>Wyse 5470 All-in-One Thin Client</li> <li>Wyse 5470 Thin Client</li> </ul>
Wyse ThinLinux 2.2.x	<ul><li>Wyse 3040 Thin Client</li><li>Wyse 5070 Thin Client</li><li>Wyse 5470 Thin Client</li></ul>

NOTE: End-of-marketing-life platforms are not supported by USB Imaging Tool version 3.5.0. Existing customers must use USB Imaging Tool version 3.1.0 or earlier versions.

### **Previous version**

Dell Wyse USB Imaging Tool Version 3.4.0

# Supported operating systems for Dell Wyse USB Imaging Tool Installation

- Windows Server 2016 Standard
- Windows Server 2019 Standard
- Windows 10 Enterprise Build 1709 (64-bit)
- Windows 10 Enterprise Build 1809 (64-bit)

### Important notes

- After configuring the USB drives for pull/push operation, it is recommended to remove the USB drives by selecting Eject
  USB from the System Tray.
- Cloning is supported with the symmetrical USB drives. For example, you can clone a fixed type USB drive to another fixed type USB drive, and removable type USB drive to another removable type USB drive. If you want to clone a fixed type USB drive to a removable type USB drive, or vice versa, then the cloning operation might not work.
- Images registered or added using earlier versions of USB Imaging Tool such as 1.x or 2.x are not recognized by USB Imaging Tool v3.5.0. To work around this issue:
  - 1. Back up the images from the USB drive.
  - 2. Update the Merlin version and reregister the images from the backed-up location to the USB drive using the USB Imaging Tool 3.5.0.
- It is recommended that you to set up the backup folder with read and write permission for USB Imaging Tool. If the backup
  folder is read only, then the Format and Update option in the USB Imaging Tool fails to configure the USB drives.
- In a single session, you cannot configure a local image and a network image path simultaneously.
- You cannot add the same network operating system image path with different file transfer protocols, such as, FTP, HTTP, HTTPS, or CIFS.
- You cannot add the same operating system image, either local or network, with .rsp and .xml files.

#### Topics:

- Supported types of USB drives
- Tested USB drives

### Supported types of USB drives

USB Imaging tool configures the following types of USB drives:

- USB drive less than 32 GB of disk space—Removable Type
- USB drive greater than 32 GB of disk space—Removable Type
- USB drive greater than 32 GB of disk space—Fixed Type
- USB drives of 1 TB of disk space or less—Fixed Type
  - (i) NOTE: Two partitions are created for USB drives greater than 32 GB of disk space and marked as Removable type. One is 350 MB usable space, which is partitioned for creation of configuration files and the remaining disk space is allocated for operating system images.
- Support for 64-bit operating system platforms.
- USB Imaging Tool supports both FAT32 and NTFS file systems.
- USB Imaging Tool supports fixed USB drives up to 1 TB of disk space.

### **Tested USB drives**

The following USB drives are tested with USB Imaging Tool version 3.5.0:

#### Table 2. Tested USB drives

Model	Manufacturer	USB Version	Size	Туре
USB Pen Drive	SanDisk	USB 3.0	32/64 GB	Removable Type
USB Pen Drive	SanDisk	USB 2.0	64 GB	Fixed Type
USB Pen drive Ultra Dual Drive C-type	SanDisk	USB C-Type	32/64/128 GB	Removable Type
USB Pen Drive	Kingston	USB 3.0	16 GB	Removable Type

Table 2. Tested USB drives (continued)

Model	Manufacturer	USB Version	Size	Туре
USB Pen Drive	Transcend	USB 3.0	128 GB	Removable Type
USB Pen Drive	Kingston	USB 3.0	64 GB	Removable Type
USB Pen Drive	Kingston Data Traveler	USB 2.0	64 GB	Removable Type
USB Pen drive Micro C- type	Kingston	USB C-Type	32 GB	Removable Type
USB Pen Drive	Transcend	USB 3.0	16 GB	Removable Type
USB hard drive	Seagate	USB 3.0	500 GB	Fixed Type
USB hard drive	Seagate	USB 3.0	1 TB	Fixed Type
USB hard drive	Toshiba	USB 3.0	1 TB	Fixed Type

NOTE: USB drives from other manufacturers are not validated with USB Imaging Tool, and hence the supported USB drives are recommended. More than 1 TB USB drives are not supported.

# **Known issues**

Table 3. Known issues

SL. No.	Description
MI-529	During an image clone procedure, an error message is not displayed if the target drive is smaller than the source drive.
MI-522	The USB Imaging Tool that is installed in Windows Embedded Standard 7 P and Windows 10 IoT Enterprise-based thin clients does not support USB configuration.
MI-250	The network paths of operating system images with CIFS protocol can be registered with incorrect credentials. This issue occurs when the USB Imaging Tool is installed on Windows 2008 R2 Server and Windows 7 Enterprise.
MI-239	The USB Imaging Tool cannot be minimized from the task bar.
MI-612	Client stops responding and fails to display Client Reboot Window after completing Merlin imaging.

# Resources and support

To download the USB Imaging Tool and documents:

- 1. Go to www.dell.com/support.
- 2. Search for Dell Wyse USB Imaging Tool or download it from the Drivers and Downloads section of the supported platform page.
- 3. The User Guide and Release Notes are posted under the Documentation section of the supported platform page.

# **Third-party software**

Table 4. Third-party software components and license types

S.No	Component Name	License Type
1	libe2p.so.2.3	LGPL-2.0
2	libext2fs.so.2.4	LGPL-2.0
3	libfusion-1.4.so.5.0.0	LGPL-2.1+
4	ld-2.17.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
5	libacl.so.1.1.0	GPL-2.0+ ; LGPL-2.1+
6	libattr.so.1.1.0	GPL-2.0+ ; LGPL-2.1+
7	libcap-ng.so.0.0.0	LGPL-2.1+
8	libcap.so.2.22	BSD-3-Clause ; GPL-2.0
9	libdevmapper.so.1.02	GPL-2.0+ ; LGPL-2.1+
10	libgcc_s.so.1	GPL-3.0-with-GCC-exception
11	libkeyutils.so.1.4	GPL-2.0+ ; LGPL-2.1+
12	liboop.so.4	LGPL-2.1+
13	libpci.so.3	GPL-2.0+
14	libreadline.so.6.2	GPL-3.0+
15	libsepol.so.1	LGPL-2.1+
16	libstdc++.so.6.0.17	GPL-3.0-with-GCC-exception
17	libudev.so.0.13.1	LGPL-2.1+
18	libatasmart.so.4.0.4	LGPL-2.1+
19	libblkid.so.1.1.0	GPL-2.0+
20	libcairo.so.2.11200.2	LGPL-2.1+ or MPL-1.1
21	libcups.so.2	GPL-2.0+ ; LGPL-2.1+
22	libdal-0.3.so.0.0.0	GPL-2.0+
23	libdirect-1.4.so.5.0.0	LGPL-2.1+
24	libdirectfb-1.4.so.5.0.0	LGPL-2.1+
25	libe2p.so.2.3	LGPL-2.0
26	libext2fs.so.2.4	LGPL-2.0
27	libfusion-1.4.so.5.0.0	LGPL-2.1+
28	libgcrypt.so.11.7.0	GPL-2.0+ ; LGPL-2.1+
29	libgdk_pixbuf-2.0.so.0.2600.1	LGPL-2.1+
30	libgio-2.0.so.0.3200.3	LGPL-2.1+
31	libglib-2.0.so.0.3200.3	LGPL-2.1+

Table 4. Third-party software components and license types (continued)

32	libgmodule-2.0.so.0.3200.3	LGPL-2.1+
33	libgobject-2.0.so.0.3200.3	LGPL-2.1+
34	libgpg-error.so.0.8.0	GPL-2.0+ ; LGPL-2.1+
35	libgpod.so.4.3.2	LGPL-2.1+
36	libidn.so.11	(GPL-2.0+ or LGPL-3.0+) and GPL-3.0+
37	libimobiledevice.so.3.0.1	LGPL-2.1+
38	libkmod.so.2.1.0	LGPL-2.1+
39	liblzma.so.5.0.3	LGPL-2.1+ and GPL-2.0+
40	liblzo2.so.2.0.0	GPL-2.0
41	libmount.so.1.1.0	GPL-2.0+
42	libmtp.so.9.0.3	LGPL-2.1+
43	libntfs-3g.so.83	LGPL-2.1+
44	libpango-1.0.so.0.3000.1	LGPL-2.1+
45	libpangocairo-1.0.so.0.3000.1	LGPL-2.1+
46	libpangoft2-1.0.so.0.3000.1	LGPL-2.1+
47	libplist.so.1.1.8	LGPL-2.1 or GPL-2.0
48	libply-splash-core.so.2.1.0	GPL-2.0+
49	libply-splash-graphics.so.2.1.0	GPL-2.0+
50	libply.so.2.1.0	GPL-2.0+
51	libreiserfs-0.3.so.0.0.0	GPL-2.0+
52	libsgutils2.so.2.0.0	BSD 3-Clause; GPL v2 only; GPL v2 or later
53	libsplashy.so.1.0.0	GPL-2.0+
54	libsplashycnf.so.1.0.0	GPL-2.0+
55	libsysfs.so.2.0.1	LGPL-2.1+
56	libsystemd-daemon.so.0.0.1	GPL-2.0+
57	libsystemd-id128.so.0.0.3	GPL-2.0+
58	libsystemd-journal.so.0.0.3	GPL-2.0+
59	libusb-0.1.so.4.4.4	BSD-3-Clause ; LGPL-2.1+
60	libusb-1.0.so.0.1.0	LGPL-2.1+
61	libusbmuxd.so.1.0.8	(GPL-2.0 or GPL-3.0) and LGPL-2.1+
62	libgthread-2.0.so.0.3200.3	LGPL-2.1+
63	libQt5Core.so.5.5.1	SUSE-LGPL-2.1-with-digia-exception-1.1
64	libQt5DBus.so.5.5.1	SUSE-LGPL-2.1-with-digia-exception-1.1
65	libQt5Gui.so.5.5.1	SUSE-LGPL-2.1-with-digia-exception-1.1
66	libQt5Widgets.so.5.5.1	SUSE-LGPL-2.1-with-digia-exception-1.1
67	libQt5XcbQpa.so.5.5.1	SUSE-LGPL-2.1-with-digia-exception-1.1
68	libqdeclarativeview.so	GPL-3.0 or SUSE-LGPL-2.1-with-nokia-exception-1.1

Table 4. Third-party software components and license types (continued)

69	libqlinuxfb.so	LGPL_EXCEPTION LICENSE.FDL LICENSE.GPLV3 LICENSE.LGPLV3 LICENSE.LGPLV21 LICENSE.PREVIEW.COMMERCIAL
70	libqminimal.so	LGPL_EXCEPTION LICENSE.FDL LICENSE.GPLV3 LICENSE.LGPLV3 LICENSE.LGPLV21 LICENSE.PREVIEW.COMMERCIAL
71	libqoffscreen.so	LGPL_EXCEPTION LICENSE.FDL LICENSE.GPLV3 LICENSE.LGPLV3 LICENSE.LGPLV21 LICENSE.PREVIEW.COMMERCIAL
72	libqquickwidget.so	LGPL_EXCEPTION LICENSE.FDL LICENSE.GPLV3 LICENSE.LGPLV3 LICENSE.LGPLV21
73	libqwebview.so	LGPL-2.1-or-later AND BSD-3-Clause AND MPL-1.1 AND GPL-2.0-or-later
74	libqxcb.so	LGPL_EXCEPTION LICENSE.FDL LICENSE.GPLV3 LICENSE.LGPLV3 LICENSE.LGPLV21
75	libffmpegsumo.so	LICENSE.GPLV2 LICENSE.GPLV3 LICENSE.LGPLV3
76	ld-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
77	libacl.so.1.1.0	GPL v2 or later; LGPL v2.1 or later
78	libattr.so.1.1.0	GPL v2 or later ; LGPL v2.1 or later
79	libblkid.so.1.1.0	BSD 3-Clause ; GPL v2 or later
80	libc-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
81	libcrypt-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
82	libdl-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
83	libext2fs.so.2.4	GPL v2 or later
84	libgcc_s.so.1	GPL v3 or later; GPL-3+ with linking exception
85	libgcrypt.so.11.7.0	GPL-2.0+; LGPL-2.1+
86	libgdbm.so.3.0.0	GPL v2 or later
87	libgpg-error.so.0.8.0	GPL v2.1 or later; LGPL v2.1 or later
88	libkeyutils-1.2.so	GPL v2 or later;LGPL v2.1 or later
89	liblzo2.so.2.0.0	GPL v2 only
90	libm-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
91	libnsl-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
92	libnss_dns-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later

Table 4. Third-party software components and license types (continued)

93	libnss_files-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
94	libntfs-3g.so.81	GPL v2 or later
95	libpam.so.0.83.1	BSD 3-Clause; GPL v2 or later
96	libpam_misc.so.0.82.0	BSD 3-Clause; GPL v2 or later
97	libpci.so.3.0.1	GPL v2 or later
98	libpthread-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL-2.1 or later
99	libreadline.so.5.2	GPL v2 or later
100	libresolv-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
101	librt-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
102	libstdc++.so.6.0.16	GPL v3 or later; GPLv3+(GCC Runtime Library Exception 3.1)
103	libsysfs.so.2.0.1	LGPL v2.1 or later
104	libthread_db-1.0.so	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later
105	libutil-2.11.3.so	BSD 3-Clause; GPL v2 or later; LGPL-2.1 or later
106	libuuid.so.1.3.0	BSD 3-Clause; GPL v2 or later
107	libcrypto.so.0.9.8	BSD 3-Clause
108	libdirect-1.2.so.0.3.0	LGPL v2.1 or later
109	libdirectfb-1.2.so.0.3.0	LGPL v2.1 or later
110	libexpat.so.1.5.2	MOZILLA PUBLIC LICENSE (MPL/NPL)
111	libfusion-1.2.so.0.3.0	LGPL v2.1 or later
112	libgdk_pixbuf-2.0.so.0.1800.9	LGPL v2.1 or later
113	libgettextlib-0.17.so	GPL v3or later ; LGPL v2.0 or later
114	libgio-2.0.so.0.2200.5	LGPL v2.1 or later
115	libglib-2.0.so.0.2200.5	LGPL v2.1 or later
116	libgmodule-2.0.so.0.2200.5	LGPL v2.1 or later
117	libgnutls.so.26.4.5	LGPL v2.1 or later
118	libgobject-2.0.so.0.2200.5	LGPL v2.1 or later
119	libgpod.so.4.3.2	LGPL v2.1 or later
120	libgthread-2.0.so.0.2200.5	LGPL v2.1 or later
121	libidn.so.11.5.39	GPL v3 only; LGPL v2.1 or later
122	liboop.so.4.0.1	LGPL v2.1 or later
123	libplist.so.1.1.3	GPL v2 only; LGPL v2.1 only
124	libsgutils2.so.2.0.0	BSD 3-Clause; GPL v2 only; GPL v2 or later
125	libsplashy.so.1.0.0	GPL v2 or later

Table 4. Third-party software components and license types (continued)

126	libtasn1.so.3.0.16	GPL v3 or later
127	libusb-0.1.so.4.4.4	LGPL v2.1 or later
128	libusbmuxd.so.1.0.7	GPL v2 only; LGPL v2.1 only
129	libQtCore.so.4.6.3	LGPL-2.1-with-nokia-exception-1.1 or GPL-3.0
130	libQtGui.so.4.6.3	LGPL-2.1-with-nokia-exception-1.1 or GPL-3.0
131	libimobiledevice.so.2.0.1	GPL v2 or later; LGPL v2.1 or later
132	libltdl.so.7.2.0	GPL v2 or later
133	libopenct.so.1.0.0	BSD 3-Clause; LGPL v2.1 or later
134	libopensc.so.2.0.0	LGPL v2.1 or later
135	libscconf.so.2.0.0	LGPL v2.1 or later
136	libsmbios.so.2.0.0	BSD 3-Clause; GPL v2 or later; Other uncritical OpenSource License
137	libudev.so.0.5.1	GPL v2 or later
138	libsepol.so.1	GPL v2 or later
139	awk	GPL v2 or later
140	busybox	GPL v2 or later
141	hostname	GPL v2 or later
142	dialog	LGPL v2.1 or later
143	modprobe	GPL v2 or later
144	mke2fs	GPL v2 or later
145	mkdosfs	GPL v2 or later
146	Ispci	GPL v2 or later
147	Idconfig	BSD 3-Clause; LGPL v2.1 or later; GPL v2 or later
148	klogd	GPL v2 or later
149	insmod	GPL v2 or later
150	ifup	GPL v2 or later
151	halt	GPL v2 or later
152	ethtool	GPL v2 or later
153	e2fsck	GPL v2 or later
154	mount.cifs	GPL v2 or later
155	pcmcia-check-broken-cis	GPL v2 or later
156	pcmcia-socket-startup	GPL v2 or later
157	udevd	GPL v2 or later
158	udevadm	GPL v2 or later
159	sysctl	GPL v2 or later; LGPL v2.1 or later
160	splash	GPL v2 or later
161	envsubst	GPL v3 or later; LGPL v2.0 or later

Table 4. Third-party software components and license types (continued)

162	gettext	GPL v3 or later; LGPL v2.0 or later
163	ipcalc	GNU General Public License (GPL)
164	file	BSD 2 Clause
165	ntfs-3g	GPL v2 or later
166	ntfslabel	GPL v2 or later
167	setterm	BSD 3-Clause; GPL v2 or later
168	automount	GPL v2 or later
169	dmidecode	GPL v2 or later
170	activate_vg	GPL v2 or later; LGPL v2.1 or later
171	ata_id	GPL v2 or later
172	cciss_id	GPL v2 or later
173	cdrom_id	GPL v2 or later
174	collect	GPL v2 or later
175	collect_lvm	GPL v2 or later;LGPL v2.1 or later
176	create_floppy_devices	GPL v2 or later
177	edd_id	GPL v2 or later
178	findkeyboards	GPL v2 or later
179	fstab_import	GPL v2 or later
180	hid2hci	GPL v2 or later
181	iphone-set-info	LGPL v2.1 or later
182	ipod-set-info	LGPL v2.1 or later
183	kpartx_id	BSD 3-Clause; GPL v2 or later; LGPL v2.1 or later; Public Domain, Freeware; X11/MIT
184	modem-modeswitch	GPL v2 or later
185	path_id	GPL v2 or later
186	pci-db	GPL v2 or later
187	scsi_id	GPL v2 or later
188	set_vf_mac	GPL v2 or later
189	udevmountd	GPL v2 or later
190	usb-db	GPL v2 or later
191	usb_id	GPL v2 or later
192	usb_modeswitch	GPL v2 or later
193	v4l_id	GPL v2 or later
194	write_cd_rules	GPL v2 or later
195	write_net_rules	GPL v2 or later
196	write_vf_mac_rules	GPL v2 or later
197	awk	GPL-3.0+
198	busybox	GPLv2

Table 4. Third-party software components and license types (continued)

199	chroot	GPL-3.0+
200	cut	GPL-3.0+
201	ethtool	GPL-2.0
202	head	GPL-3.0+
203	hostname	GPL-2.0+
204	linuxrc	GPL-2.0+
205	showconsole	GPL-2.0+
206	systemctl	GPL-2.0+
207	tr	GPL-3.0+
208	usleep	GPL-2.0+
209	warpclock	GPL-2.0+
210	ifconfig	GPL-2.0+
211	blogd	GPL-2.0+
212	ifup	GPL-2.0+
213	insmod	GPL-2.0+
214	killall5	GPL-2.0+
215	mount.cifs	GPL-3.0+
216	poweroff	GPL-2.0+
217	resume	GPL-2.0+
218	stat	GPL-3.0+
219	sysctl	GPL-2.0+ ; LGPL-2.1+
220	udevadm	GPL-2.0+
221	chmod	GPL-3.0+
222	ср	GPL-3.0+
223	date	GPL-3.0+
224	dmesg	GPL-2.0+
225	gawk	GPL-3.0+
226	grep	GPL-3.0+
227	kill	GPL-3.0+
228	ln	GPL-3.0+
229	logger	GPL-2.0+
230	Is	GPL-3.0+
231	mkfs.msdos	GPL-3.0
232	mknod	GPL-3.0+
233	mount	GPL-2.0+
234	mv	GPL-3.0+
235	ntfs-3g	GPL-2.0+
236	on_ac_power	GPL-2.0+

Table 4. Third-party software components and license types (continued)

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	GPL-3.0+
	GPL-2.0+
	GPL-3.0+
	GPL-2.0+
	GPL-2.0
	GPL-2.0+
	GPL-2.0+
	GPL-2.0+ ; MIT
	GPL-2.0+
	GPL-2.0+
	GPL-2.0+
	GPL-2.0+
	LGPL v2.1+;GPL 2.0+
	GPL-2.0+
	GPL-2.0+
	GPL-2.0+
	LGPL-2.1+
	LGPL-2.1+
	GPL-2.0+
<u> </u>	LGPL-2.1+
	GPL-2.0+
	GPL-2.0+
udev-add-printer	GPL-2.0+
udev-configure-printer	GPL-2.0+
udisks-dm-export	GPL-2.0+
<u> </u>	GPL-2.0+
	GPL-2.0+
udisks-probe-sas-expander	GPL-2.0+
	udev-configure-printer udisks-dm-export udisks-part-id udisks-probe-ata-smart

Table 4. Third-party software components and license types (continued)

275	usb_modeswitch	GPL-2.0+
276	v4l_id	GPL-2.0+
277	write_cd_rules	GPL-2.0+
278	write_net_rules	GPL-2.0+
279	bluetooth.sh	GPL v2 or later
280	firmware.sh	GPL v2 or later
281	isdn.sh	GPL v2 or later
282	iwlwifi-led.sh	GPL v2 or later
283	keyboard-force-release.sh	GPL v2 or later
284	packagekit-firmware.sh	GPL v2 or later
285	rule_generator.functions	GPL v2 or later
286	vf_mac.functions	GPL v2 or later
287	10-dm.rules	GPL v2 or later; LGPL v2.1 or later
288	13-dm-disk.rules	GPL v2 or later; LGPL v2.1 or later
289	50-firmware.rules	GPL v2 or later
290	50-udev-default.rules	GPL v2 or later
291	60-persistent-input.rules	GPL v2 or later
292	60-persistent-storage.rules	GPL v2 or later
293	64-device-mapper.rules	GPL v2 or later
294	64-md-raid.rules	GPL v2 or later
295	79-kms.rules	GPL v2 or later
296	80-drivers.rules	GPL v2 or later
297	95-dm-notify.rules	GPL v2 or later; LGPL v2.1 or later
298	bluetooth.sh	GPL-2.0+
299	keyboard-force-release.sh	GPL-2.0+
300	rule_generator.functions	GPL-2.0+
301	10-dm.rules	GPL-2.0+ ; LGPL-2.1+
302	13-dm-disk.rules	GPL-2.0+ ; LGPL-2.1+
303	60-persistent-input.rules	GPL-2.0+
304	60-persistent-storage.rules	GPL-2.0+
305	64-md-raid.rules	GPL-2.0+
306	77-network.rules	GPL-2.0+
307	80-drivers.rules	GPL-2.0+
308	95-dm-notify.rules	GPL-2.0+ ; LGPL-2.1+
309	misc	GPL v2 or later
310	truetype	Artistic License; GPL v2 or later; Public Domain, Freeware
311	xorg	GPL v2 or later
312	libdbe.so	GPL-2.0+ ; MIT

Table 4. Third-party software components and license types (continued)

747		
313	libdri.so	GPL-2.0+; MIT
314	libdri2.so	GPL-2.0+ ; MIT
315	libextmod.so	GPL-2.0+; MIT
316	libglx.so	GPL-2.0+; MIT
317	librecord.so	GPL-2.0+ ; MIT
318	libvnc.so	Apache-2.0 and GPL-2.0+
319	kbd_drv.so	GPL-2.0+
320	wacom_drv.so	GPL-2.0+
321	libexa.so	GPL-2.0+ ; MIT
322	libfb.so	GPL-2.0+ ; MIT
323	libfbdevhw.so	GPL-2.0+; MIT
324	libint10.so	GPL-2.0+; MIT
325	libshadow.so	GPL-2.0+; MIT
326	libshadowfb.so	GPL-2.0+; MIT
327	libvbe.so	GPL-2.0+; MIT
328	libvgahw.so	GPL-2.0+ ; MIT
329	libwfb.so	GPL-2.0+ ; MIT
330	libxaa.so	GPL-2.0+ ; MIT
331	bt829_drv.so	GPL-2.0+ ; MIT
332	fi1236_drv.so	GPL-2.0+; MIT
333	msp3430_drv.so	GPL-2.0+ ; MIT
334	tda8425_drv.so	GPL-2.0+; MIT
335	tda9850_drv.so	GPL-2.0+; MIT
336	tda9885_drv.so	GPL-2.0+; MIT
337	uda1380_drv.so	GPL-2.0+; MIT
338	newunifont.pcf.gz	GPL-2.0+
339	unifont.pcf.gz	GPL-2.0+
340	cifs	GPL-3.0+
341	convert_to_netconfig_dns	GPL-2.0+
342	convert_to_netconfig_nis	GPL-2.0+
343	create-ifservices-directory	GPL-2.0+
344	dhcpcd-hook-samba	GPL-3.0+
345	dhcpcd-hook-samba-functions	GPL-3.0+
346	extradebug	GPL-2.0+
347	functions	GPL-2.0+
348	functions.common	GPL-2.0+
349	functions.netconfig	GPL-2.0+
350	functions.rpm-utils	GPL-2.0+

Table 4. Third-party software components and license types (continued)

351	if-up.ndp-proxy	GPL-2.0+
352	ifdown-connection	GPL-2.0+
353	ifplugd-selectif	GPL-2.0+
354	ifup-802.1q	GPL-2.0+
355	ifup-autoip	GPL-2.0+
356	ifup-bonding	GPL-2.0+
357	ifup-bridge	GPL-2.0+
358	ifup-infiniband	GPL-2.0+
359	ifup-ppp	GPL-2.0+
360	ifup-route	GPL-2.0+
361	ifup-services	GPL-2.0+
362	ifup-skel	GPL-2.0+
363	ifup-sysctl	GPL-2.0+
364	ifup-tunnel	GPL-2.0+
365	ifup-wireless	GPL-2.0+
366	link_wait	GPL-2.0+
367	move_shm_sysconfig.sh	GPL 2.0+
368	samba-winbindd	GPL-3.0+
369	Ddd	GPL-2.0+ ; LGPL-2.1+
370	evtouch_drv.la	LGPL v2.1
371	evtouch_drv.so	LGPL v2.1
372	fujitsu_drv.la	GPL v2 or later; Other uncritical OpenSource License
373	fujitsu_drv.so	GPL v2 or later; Other uncritical OpenSource License
374	evtouch_drv.la	LGPL v2.1
375	fujitsu_drv.la	GPL v2 or later; Other uncritical OpenSource License
376	libcrypt-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
377	i965_dri.so	MIT
378	nouveau_dri.so	MIT
379	nouveau_vieux_dri.so	MIT
380	r600_dri.so	MIT
381	radeon_dri.so	MIT
382	swrast_dri.so	MIT
383	vmwgfx_dri.so	MIT
384	ldd	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+

Table 4. Third-party software components and license types (continued)

385	ld-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
386	libc-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
387	libdl-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
388	libm-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
389	libnss_dns-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
390	libnss_files-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
391	libpthread-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
392	libresolv-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
393	librt-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
394	libutil-2.22.so	LGPL-2.1+ and SUSE-LGPL-2.1+-with- GCC-exception and GPL-2.0+
395	oxygen-webhelp	Proprietary or some components Apache License 2.0
396	commonltr.css	Public
397	commonrtl.css	Public

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Version 2.1, February 1999

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Any such Renewal Term shall be subject to License Fees agreed between the Parties or, if no advance agreement exists, subject to The Qt Company's standard pricing applicable at the commencement date of any such Renewal Term.

# 3.2 Distribution of Applications

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) right and license, valid for the Term, to
(i) distribute, by itself or through its Contractors, Redistributables as installed, incorporated or integrated into Applications for execution on the Deployment Platforms, and

(ii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in

order for the Customers to use the Applications for their respective intended purposes.

Right to distribute the Redistributables as part of an Application as provided herein is not royalty-bearing but is conditional upon the Licensee having paid the agreed Development Licenses from The Qt Company before distributing any Redistributables to Customers.

#### 3.3 Distribution of Devices

Subject to the terms of this Agreement, The Qt Company grants to Licensee a personal, worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) right and license, valid for the Term, to (i) distribute, by itself or through one or more tiers of Contractors, Redistributables as installed, incorporated or integrated, or intended to be installed, incorporated or integrated into Devices for execution on the Deployment Platforms, and

(ii) grant sublicenses to Redistributables, as distributed hereunder, for Customers solely for Customer's internal use and to the extent necessary in order for the Customers to use the Devices for their respective intended purposes.

Right to distribute the Redistributables with Devices as provided herein is conditional upon the Licensee having purchased and paid the appropriate amount of Development and Distribution Licenses from The Qt Company before distributing any Redistributables to Customers.

# 3.4 Further Requirements

The licenses granted above in this Section 3 by The Qt Company to Licensee are conditional and subject to Licensee's compliance with the following terms:

- (i) Licensee shall not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;
- (ii) Applications must add primary and substantial functionality to the Licensed Software;
- (iii) Applications may not pass on functionality which in any way makes it possible for others to create software with the Licensed Software; provided however that 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);
- (iv) Applications must not compete with the Licensed Software;
- (v) Licensee shall not use The Qt Company's or any of its suppliers' names, logos, or trademarks to market Applications, except that Licensee may use "Built with Qt" logo to indicate that Application(s) was developed using the Licensed Software;
- (vi) Licensee shall not distribute, sublicense or disclose source code of Licensed Software to any third party (provided however that Licensee may appoint employee(s) of Contractors as Designated Users to use Licensed

Software pursuant to this Agreement). Such right may be available for the Licensee subject to a separate software development kit ("SDK") license agreement to be concluded with The Qt Company;

- (vii) Licensee shall not grant the Customers a right to (i) make copies of the Redistributables except when and to the extent required to use the Applications and/or Devices for their intended purpose, (ii) modify the Redistributables or create derivative works thereof, (iii) decompile, disassemble or otherwise reverse engineer Redistributables, or (iv) redistribute any copy or portion of the Redistributables to any third party, except as part of the onward sale of the Device on which the Redistributables are installed:
- (viii) Licensee shall not and shall cause that its Affiliates or Contractors shall not a) in any way combine, incorporate or integrate Licensed Software with, or use Licensed Software for creation of, any software created with or incorporating Open Source Qt, or b) incorporate or integrate Applications into a hardware device or product other than a Device, unless Licensee has received an advance written permission from The Qt Company to do so. Absent such written permission, any and all distribution by the Licensee during the Term of a hardware device or product a) which incorporate or integrate any part of Licensed Software or Open Source Qt; or b) where the main user interface or substantial functionality is provided by software build with Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt or otherwise depends on the Licensed Software or Open Source Qt, shall be considered as a Device distribution under this Agreement and dependent on compliance thereof (including but not limited to obligation to pay applicable License Fees for such distribution);
- (ix) Licensee shall cause all of its Affiliates and Contractors entitled to make use of the licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof and for any purposes other than operating within the scope of their services for Licensee. Licensee shall be responsible for any and all actions and omissions of its Affiliates and Contractors relating to the Licensed Software and use thereof (including but not limited to payment of all applicable License Fees);
- (x) Except when and to the extent explicitly provided in this Section 3, Licensee shall not transfer, publish, disclose, display or otherwise make available the Licensed Software:
- ; and
- (xi) Licensee shall not attempt or enlist a third party to conduct or attempt to conduct any of the above.

Above terms shall not be applicable if and to the extent they conflict with any mandatory provisions of any applicable laws.

Any use of Licensed Software beyond the provisions of this Agreement is strictly prohibited and requires an additional license from The Qt Company.

4. 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 in the Licensed Software. Such Third Party Software will be listed in the ".../src/3rdparty" source tree delivered with the Licensed Software or documented in the Licensed Software, as such may be amended from time to time. Licensee acknowledges that use or distribution of Third Party Software is in all respects subject to applicable license terms of applicable third party right holders.

### 5. PRE-RELEASE CODE

The Licensed Software may contain pre-release code and functionality marked or otherwise stated as "Technology Preview", "Alpha", "Beta" or similar designation. Such pre-release code may be present in order to provide experimental support for new platforms or preliminary versions of one or more new functionalities. The pre-release code may not be at the level of performance and compatibility of a final, generally available, product offering of the Licensed Software. The pre-release parts of the Licensed Software may not operate correctly, may contain errors and may be substantially modified by The Qt Company prior to the first commercial product release, if any. The Qt Company is under no obligation to make pre-release code commercially available, or provide any Support or Updates relating thereto. The Qt Company assumes no liability whatsoever regarding any pre-release code, but any use thereof is exclusively at Licensee's own risk and expense.

# 6. LIMITED WARRANTY AND WARRANTY DISCLAIMER

The Qt Company hereby represents and warrants 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" and Licensee's exclusive remedy and The Qt Company's entire liability for errors in the Licensed Software shall be limited, at The Qt Company's option, to correction of the error, replacement of the Licensed Software or return of the applicable fees paid for the defective Licensed Software for the time period during which the License is not able to utilize the Licensed Software under the terms of this Agreement.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY ON BEHALF OF ITSELF AND ITS LICENSORS, SUPPLIERS AND AFFILIATES, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE LICENSED SOFTWARE. THE QT COMPANY DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED. ALL USE OF AND RELIANCE ON THE LICENSED SOFTWARE IS AT THE SOLE RISK OF AND RESPONSIBILITY OF LICENSEE.

#### 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 7.1 Limitation of Liability

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. PARTIES SPECIFICALLY AGREE THAT LICENSEE'S OBLIGATION TO PAY LICENSE AND OTHER FEES CORRESPONDING TO ACTUAL USAGE OF LICENSED SOFTWARE HEREUNDER SHALL BE CONSIDERED AS A DIRECT DAMAGE.

EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE LICENSE FEES PAID OR PAYABLE TO THE QT COMPANY FROM LICENSEE DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.

THE PROVISIONS OF THIS SECTION 7 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE QT COMPANY AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

#### 7.2 Licensee's Indemnification

Licensee shall indemnify and hold harmless The Qt Company from and against any claim, injury, judgment, settlement, loss or expense, including attorneys' fees related to: (a) Licensee's misrepresentation in connection with The Qt Company or the Licensed Software or breach of this Agreement, (b) the Application or Device (except where such cause of liability is solely attributable to the Licensed Software).

### 8. SUPPORT, UPDATES AND ONLINE SERVICES

Upon due payment of the agreed License Fees the Licensee will be eligible to receive Support and Updates and to use the Online Services during the License Term, provided, however, that in the event the License Term is longer than 36 months, Support is provided only for the first 12 months, unless the Parties specifically otherwise agree.

Unless otherwise decided by The Company at its free and absolute discretion, Upgrades will not be included in the Support but may be available subject to additional fees.

From time to time The Qt Company may change the Support terms, provided that during the respective ongoing License Term the level of Support provided by The Qt Company may not be reduced without the consent of the Licensee.

Unless otherwise agreed, The Qt Company shall not be responsible for providing any service or support to Customers.

### 9. CONFIDENTIALITY

Each Party acknowledges that during the Term of this Agreement each Party may

receive 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 ("Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall only disclose such information to employees and Contractors on a need to know basis, and shall cause its employees and employees of its Affiliates to: (i) maintain any and all Confidential Information in 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.

Obligation of confidentiality shall not apply to information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure hereunder and was not subject to limitations on disclosure or use; (iii) is developed independently by employees or Contractors 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; (iv) is lawfully disclosed to the Receiving Party without restrictions, by a third party not under an obligation of confidentiality; or (v) the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.

The obligations under this Section 9 shall continue to remain in force for a period of five (5) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.

10. FEES. DELIVERY AND PAYMENT

10.1 License Fees

License Fees are described in The Qt Company's standard price list, quote or Purchase Order confirmation or in an appendix hereto, as the case may be. The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

### 10.2 Ordering Licenses

Licensee may purchase Development Licenses and Distribution Licenses pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at The Qt Company's standard pricing terms applicable at the time of purchase. Licensee shall submit all purchase orders for Development Licenses and Distribution Licenses to The Qt Company by email or any other method acceptable to The Qt Company (each such order is referred to herein as a "Purchase Order") for confirmation, whereupon the Purchase Order shall become binding between the Parties.

10.3 Distribution License Packs

Unless otherwise agreed, Distribution Licenses shall be purchased by way of Distribution License Packs.

Upon due payment of the ordered Distribution Licensee Pack(s), the Licensee will have an account of Distribution Licenses available for installing, bundling or integrating (all jointly "installing") the Redistributables with the Devices or for otherwise distributing the Redistributables in accordance with this Agreement.

Each time Licensee "installs" or distributes a copy of Redistributables, then one Distribution License is used, and Licensee's account of available Distribution Licenses is decreased accordingly.

Licensee may "install" copies of the Redistributables so long as Licensee has Distribution Licenses remaining on its account.

Redistributables will be deemed to have been "installed" into a Device when one of the following circumstances shall have occurred: a) the Redistributables have been loaded onto the Device and used outside of the Licensee's premises or b) the Device has been fully tested and placed into Licensee's inventory (or sold) for the first time (i.e., Licensee will not be required to use (or pay for) more than one Distribution License for each individual Device, e.g. in a situation where a Device is returned to Licensee's inventory after delivery to a distributor or sale to a Customer). In addition, if Licensee includes a back-up copy of the Redistributables on a CD-ROM or other storage medium along with the product, that backup copy of the Redistributables will not be deemed to have been "installed" and will not require an additional Distribution License.

10.4 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than thirty (30) days from the date of the applicable invoice from The Qt Company.

The Qt Company will submit an invoice to Licensee after the date of this Agreement and/or after The Qt Company receives a Purchase Order from Licensee.

A late payment charge of the lower of (a) one percent per month; or (b) the interest rate stipulated by applicable law, shall be charged on any unpaid

balances that remain past due.

The Qt Company shall have the right to suspend, terminate or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the Developer License, Distribution License, and Support, should Licensee fail to make payment in timely fashion.

10.5 Taxes

All License Fees and other charges payable hereunder are gross amounts but exclusive of any value added tax, use tax, sales tax and other taxes, duties or tariffs ("Taxes"). Such applicable Taxes shall be paid by Licensee, or, where applicable, in lieu of payment of such Taxes, Licensee shall provide an exemption certificate to The Qt Company and any applicable authority.

11 RECORD-KEEPING AND REPORTING OBLIGATIONS; AUDIT RIGHTS

11.1 Licensee's Record-keeping

Licensee's activities related to the use of Licensed Software and distribution of Redistributables. The records shall be adequate to determine Licensee's compliance with the provisions of this Agreement and to demonstrate the number of Designated Users and Redistributables distributed by Licensee. The records shall conform to good accounting practices reasonably acceptable to The Qt Company.

Licensee shall, within thirty (30) days from receiving The Qt Company's request to that effect, deliver to The Qt Company a report on Licensee's usage of Licensed Software, such report to copies of Redistributables distributed by Licensee during that calendar quarter, and also detailing the number of undistributed copies of Redistributables made by Licensee and remaining in its account contain information, in sufficient detail, on (i) amount of users working with Licensed Software, (ii) copies of Redistributables distributed by Licensee during that calendar quarter, (iii) number of undistributed copies of Redistributables and corresponding number of unused Distribution Licenses remaining on Licensee's account, and (iv) any other information as The Qt Company may reasonably require from time to time.

### 11.2. The Qt Company's Audit Rights

The Qt Company or an independent auditor acting on behalf of The Qt Company's, may, upon at least five (5) business days' prior written notice and at its expense, audit Licensee with respect to the use of the Redistributables, but not more frequently than once during each 6-month period. 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. The Qt Company or the independent auditor acting on behalf of The Qt Company shall be entitled to inspect Licensee's Records. All such Licensee's Records and use thereof shall be subject to an obligation of confidentiality under this Agreement.

If an audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee agrees to immediately pay The Qt Company any amounts owed for such unauthorized use.

In addition, in the event the audit reveals a material violation of the terms of this Agreement (underpayment of more than 5% of License Fees shall always be deemed a material violation for purposes of this section), then the Licensee shall pay The Qt Company's reasonable cost of conducting such audit.

#### 12 TERM AND TERMINATION

#### 12.1 Term

This Agreement shall enter into force upon due acceptance by both Parties and remain in force for as long as there is any Development License(s) in force ("Term"), unless and until terminated pursuant to the terms of this Section 12. 12.2 Termination by The Qt Company

The Qt Company shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Licensee is in material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

### 12.3 Mutual Right to Terminate

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.

12.4 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement Licensee shall cease and shall cause all Designated Users (including those of its Affiliates' and Contractors') to cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Notwithstanding the above, in the event the Agreement expires or is terminated:

- (i) as a result of The Qt Company choosing not to renew the Development License(s) as set forth in Section 3.1, then all valid licenses possessed by the Licensee at such date shall be extended to be valid in perpetuity under the terms of this Agreement and Licensee is entitled to purchase additional licenses as set forth in Section 10.2; or
- (ii) for reason other than by The Qt Company pursuant to item (i) above or pursuant to Section 12.2, then the Licensee is entitled, for a period of six(6) months after the effective date of termination, to continue distribution of Devices under the Distribution Licenses paid but unused at such effective date of termination.

Upon any such termination the Licensee shall destroy or return to The Qt Company all copies of the Licensed Software and all related materials and will certify the same to The Qt Company upon its request, provided however that Licensee may retain and exploit such copies of the Licensed Software as it may reasonably require in providing continued support to Customers.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any License Fees accrued or payable to The Qt Company prior to the effective date of termination, and Licensee shall immediately pay to The Qt Company all such fees upon the effective date of termination. Termination of this Agreement shall not affect any rights of Customers to continue use of Applications and Devices (and therein incorporated Redistributables).

#### 12.5 Extension in case of bankruptcy

In the event The Qt Company is declared bankrupt under a final, non-cancellable decision by relevant court of law, and this Agreement is not, at the date of expiry of the Development License(s) pursuant to Section 3.1, assigned to party, who has assumed The Qt Company's position as a legitimate licensor of Licensed Software under this Agreement, then all valid licenses possessed by the Licensee at such date of expiry, and which the Licensee has not notified for expiry, shall be extended to be valid in perpetuity under the terms of this Agreement.

### 13. GOVERNING LAW AND LEGAL VENUE

In the event this Agreement is in the name of The Qt Company Inc., a Delaware Corporation, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any dispute, claim or controversy arising out of or relating to this

  Agreement or the breach, termination, enforcement, interpretation or validity
  thereof, including the determination of the scope or applicability of this

  Agreement to arbitrate, shall be determined by arbitration in San Francisco,
  USA, before one arbitrator. The arbitration shall be administered by JAMS
  pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the
  Award may be entered in any court having jurisdiction. This Section shall not
  preclude parties from seeking provisional remedies in aid of arbitration from a
  court of appropriate jurisdiction.

In the event this Agreement is in the name of The Qt Company Ltd., a Finnish Company, then:

- (i) this Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions;
- (ii) the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement; and
- (iii) any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be shall be

finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. 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. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

#### 14. GENERAL PROVISIONS

#### 14.1 No Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, 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 The Qt Company, which shall not be unreasonably withheld or delayed. The Qt Company shall be entitled to freely assign or transfer any of its rights, benefits or obligations under this Agreement.

#### 14.2 No Third Party Representations

Licensee shall make no representations or warranties concerning the Licensed Software on behalf of The Qt Company. Any representation or warranty Licensee makes or purports to make on The Qt Company's behalf shall be void as to The Qt Company.

### 14.3 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

### 14.4 Entire Agreement

This Agreement, the exhibits hereto, the License Certificate and any applicable Purchase Order constitute 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.

In the event of any conflict or inconsistency between this Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

Parties specifically acknowledge and agree that this Agreement prevails over any click-to-accept or similar agreements the Designated Users may need to accept online upon download of the Licensed Software, as may be required by The Qt Company's applicable processes relating to Licensed Software.

### 14.5 Modifications

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 The Qt Company in writing.

### 14.6 Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party for fulfilling its obligations under this Agreement and which such Party cannot avoid or circumvent ("Force Majeure Event"). If the Force Majeure Event 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.

#### 14.7 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 for each Party on the signature page. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the English language.

## 14.8 Export Control

Licensee acknowledges that the Redistributables may be subject to export control restrictions under the applicable laws of respective countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Redistributables and exercise of licenses hereunder 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 Redistributables, Applications and/or Devices.

### 14.9 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 The Qt Company and its licensors. In addition, no licenses or immunities are granted to the combination of the Licensed Software with any other software or hardware not delivered by The Qt Company under this Agreement.

14.10 Attorney Fees

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its attorney's fees and costs in connection with such action.

# 14.11 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby,

have caused this Agreement to be executed by Licensee's authorized representative installing the Licensed Software and accepting the terms hereof in connection therewith.

# Appendix 1

- 1. Parts of the Licensed Software that are permitted for distribution in object code form only ("Redistributables") under this Agreement:
- The Licensed Software's Qt Essentials and Qt Add-on libraries
- The Licensed Software's configuration tool ("qtconfig")
- The Licensed Software's help tool ("Qt Assistant")
- The Licensed Software's internationalization tools ("Qt Linguist", "lupdate", "lrelease")
- The Licensed Software's QML ("Qt Quick") launcher tool ("qmlscene" or "qmlviewer")
- The Licensed Software's installer framework
- 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 documentation generation tool ("qdoc")
- 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")
- The Licensed Software's Resource Compiler ("rcc")
- The Licensed Software's parts of the IDE tool ("Qt Creator")
- The Licensed Software's parts of the Design tools ("Qt 3D Studio" or "Qt Quick Designer")
- The Licensed Software's Emulator

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

#### **AMENDMENTS**

The Netscape Public License Version 1.1 ("NPL") consists of the Mozilla Public License Version 1.1 with the following Amendments, including Exhibit A-Netscape Public License. Files identified with "Exhibit A-Netscape Public License" are governed by the Netscape Public License Version 1.1.

Additional Terms applicable to the Netscape Public License.

I. Effect.

These additional terms described in this Netscape Public License -- Amendments shall apply to the Mozilla Communicator client code and to all Covered Code under this License.

II. "Netscape's Branded Code" means Covered Code that Netscape distributes and/or permits others to distribute under one or more trademark(s) which are controlled by Netscape but which are not licensed for use under this License.

III. Netscape and logo.

This License does not grant any rights to use the trademarks "Netscape", the "Netscape N and horizon" logo or the "Netscape lighthouse" logo, "Netcenter", "Gecko", "Java" or "JavaScript", "Smart Browsing" even if such marks are included in the Original Code or Modifications.

IV. Inability to Comply Due to Contractual Obligation.

Prior to licensing the Original Code under this License, Netscape has licensed third party code for use in Netscape's Branded Code. To the extent that Netscape is limited contractually from making such third party code available under this License, Netscape may choose to reintegrate such code into Covered Code without being required to distribute such code in Source Code form, even if such code would otherwise be considered "Modifications" under this License.

V. Use of Modifications and Covered Code by Initial Developer.

V.1. In General.

The obligations of Section 3 apply to Netscape, except to the extent specified in this Amendment, Section V.2 and V.3.

V.2. Other Products.

Netscape may include Covered Code in products other than the Netscape's Branded Code which are released by Netscape during the two (2) years following the release date of the Original Code, without such additional products becoming subject to the terms of this License, and may license such additional products on different terms from those contained in this License.

V.3. Alternative Licensing.

Netscape may license the Source Code of Netscape's Branded Code, including Modifications incorporated therein, without such Netscape Branded Code becoming subject to the terms of this License, and may license such Netscape Branded Code on different terms from those contained in this License.

VI. Litigation.

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