

SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT, dated as of April 13, 2013 ("Agreement") by and between Digia Finland Oy, a public limited liability company incorporated in Finland, having its registered address at Valimotie 21, FIN-00380 Helsinki, Finland business identity code 1091248-4 and any Affiliate of Digia that later enters into this Agreement, ("Digia") and the KDE Free Qt. Foundation, a Norway Foundation with its principal place of business at c/o Adv. Fa Schjodt AS, Pb.2444 Soili, NO-0201 Oslo, Norway (together with its successors, the "Foundation").

RECITALS

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

WHEREAS, Trolltech AS ("Trolltech") and KDE e.V. a German nonprofit organization which represents KDE in certain legal and financial matters, with its principal place of business formerly Rödelheimer Bahnweg 31, 60489 Frankfurt am Main, Germany and now Liniestr. 141, 10115 Berlin, Germany (together with its successors, "KDE e.V."), jointly formed the Foundation for the purpose of securing the availability and practicability of Qt for developing free software to KDE and to other third-party Qt and KDE software developers;

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

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

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

WHEREAS, Trolltech became an Affiliate of Nokia Corporation ("Nokia") in 2009, and, as a result, Nokia either received the copyrights, or an appropriate license to the Qt (as defined in Section 1 hereof) toolkit and its components enabling Nokia to license Qt under the Qt Free Edition Licenses;

WHEREAS, Nokia has changed the Qt licensing model by releasing the Qt ^{additions by} under LGPLv2.1 with the new Nokia Qt LGPL Exception v 1.0 as originally published by Nokia and attached to the Software License Agreement of July 6th, 2009 between KDE Free Qt Foundation and Nokia, and any subsequent updates as were released by Nokia, ~~until the~~ →

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

WHEREAS, Nokia and the Foundation have agreed that the GPLv2 and Qt GPL Exception shall no longer be part of the Qt Free Edition Licenses;

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WHEREAS, Nokia has sold and transferred and assigned all its rights to Qt and related business to Digia, which has thus received the copyrights, or an appropriate license to the Qt toolkit and its components enabling Digia to license Qt under the Qt Free Edition Licenses as Nokia did;

WHEREAS, Digia wishes to continue Nokia's relationship to the Foundation under the same conditions as set forth in the legal agreements established through the Amended and Restarted Software License Agreement dated May 28, 2004 and the Software License Agreement, dated July 6, 2009; and

WHEREAS, Nokia shall not be released from its obligations under the Amended and Restarted Software License Agreement dated May 28, 2004 and the Software License Agreement, dated July 6, 2009 as far as the conditions set forth in these agreements cannot be fulfilled by Digia.

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

AGREEMENT

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

"Affiliate" shall mean an entity

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

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

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

"Board" means the Board of Foundation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) the Board unanimously decides to exercise the Foundation's rights or licenses under Section 2 hereof, and in each case (i) the Foundation shall have sent a notice to Digia specifying (A) which of the foregoing circumstances shall have occurred (the "Notified Circumstances"), and (B) a date not less than three (3) months after the date of such notice after which the Foundation shall be entitled to exercise its rights (the "Exercise Date") provided any of such Notified Circumstances shall be continuing, and (ii) on the Exercise Date any of such Notified Circumstances is continuing.

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

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

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

are continuing (it being understood and agreed that if a release of KDE subsequent to the Termination Circumstance and applicable Termination Facts arising corrects or moots such Termination Circumstance or such Termination Facts, such Termination Circumstance and such Termination Facts shall be deemed to not be continuing).

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

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

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

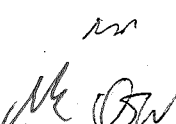
Section 10. *Termination of Previous Agreement.* The parties acknowledge that:

- (i) the Software License Agreement dated June 22, 1998, the Amended and Restated Software License Agreement dated May 28, 2004 between Trolltech and the Foundation have been terminated and replaced by Software License Agreement, dated July 6, 2009 between Nokia and the Foundation; and
- (ii) Digia has issued a Letter of Commitment ("Commitment"), dated September 17, 2012, whereby Digia has stated its desire to have the Software License Agreement, dated July 6, 2009 transferred by Nokia to Digia and its commitment to be bound by the terms thereof.

The parties agree that the Commitment and the Software License Agreement, dated July 6, 2009 shall not be terminated and replaced by this Agreement.

For the avoidance of doubt, the parties further agree that the licenses previously granted under the Section 2 of the Software License Agreement dated June 22, 1998, the Amended and Restated Software License Agreement dated May 28, 2004 and the Software License Agreement, dated July 6, 2009 with respect to the Qt Free Edition releases made available by Trolltech and/or Nokia before the effective date of this Agreement, shall survive the termination of these agreements. However, the Foundation is only entitled to exercise the corresponding rights under the circumstances specified in Section 3 of this Agreement.

Section 11. *Transfer of Rights.* Digia is permitted to assign, convey or transfer any copyrights in Qt to any Affiliate, if the respective Affiliate agrees to enter into this Software License Agreement. Digia must



notify such assignment, conveyance or transfer of copyrights in Qt to the Foundation and KDE e.V. without unreasonable delay.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of April 13, 2013.

Digia Finland Ltd

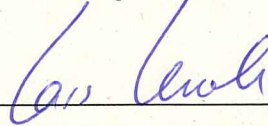


Name: *Mika Pasi*
Title: *General Counsel*



Name: **Tommi Laitinen**
Title: **Senior Vice President
Digia**

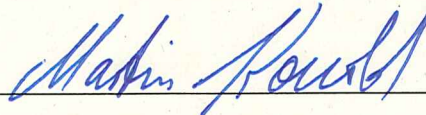
KDE Free Qt Foundation



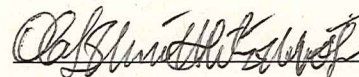
Name: Lars Knoll
Title: Board member



Name: Tuukka Turunen
Title: Board member



Name: Martin Konold
Title: Board member



Name: Olaf Schmidt-Wischhöfer
Title: Board member

