

## CONTRIBUTION AGREEMENT VERSION 1.1

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

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

## **2. PURPOSE OF THE AGREEMENT**

### **2.1 Purpose**

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

### **2.2 General**

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

### **2.3 Third Party Contributions**

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

- (a) The Third Party Contribution is licensed under license terms that are compatible with the GNU Lesser General Public License version 2.1 ("LGPL v. 2.1") as included on the Free Software Foundation's website ([www.gnu.org](http://www.gnu.org)); and
- (b) If the Third Party Contributions are licensed under either:
  - (i) GNU License Terms; or
  - (ii) license terms requiring as a condition of use, modification and/or distribution of the software subject to the license, that the software or other software combined and/or distributed with it be disclosed or distributed in source code form; licensed for the purpose of making derivative works; or redistributable at no charge,

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

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

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

## **3. LICENSE GRANTS**

### **3.1 Copyright License**

Subject to the terms and conditions of this Agreement, Licensor hereby grants, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to Digia a sublicensable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free and fully paid-up copyright and trade secret

license to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute Licensor Contribution(s) and any derivative works thereof under license terms of Digia's choosing including any Open Source Software license.

### **3.2 Patent License**

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

### **3.3 Warranty**

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

### **3.4 No Obligation to Make Use of Contribution**

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

### **3.5 Enforcement Authorization**

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

## **4. WARRANTY DISCLAIMER**

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

## **5. UPDATE TO AGREEMENT TERMS**

Periodically, Digia may need to modify the terms of this Agreement. In such cases, Digia shall notify the Chief Maintainer of its desire to modify the terms of this Agreement. The Chief Maintainer shall, within ten (10) days following Digia's request, initiate an election of four (4) individuals from among those individuals acting as Qt Project maintainers ("Elected Maintainers") to review and discuss modifications to terms of this Agreement as proposed by Digia. Within not more than thirty (30) days following the selection of Elected Maintainers, the

Chief Maintainer and Elected Maintainers shall have the right to veto (based on a simple majority vote) the proposed modifications in terms by Digia. If no veto is exercised within thirty (30) days the modifications to the terms of this Agreement shall be deemed approved.

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

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

## **6. MISCELLANEOUS**

### **6.1 Assignment**

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

### **6.2 No Waiver**

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

### **6.3 Partial Invalidity**

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

### **6.4 Termination**

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

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections: 1, 3, 4, 6.1, 6.4 and 7 of this Agreement.

## **7. APPLICABLE LAW AND DISPUTE RESOLUTION**

### **7.1 Applicable Law**

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

### **7.2 Dispute Resolution**

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