

Qt PRIORITY SUPPORT TERMS AND CONDITIONS

Agreement version 1.0

Qt Priority Support is provided by Nokia Corporation or Nokia Inc. (“Nokia”), depending on your location, to you (either an individual or a legal entity) (“Customer”) according to the following terms and conditions (“Agreement”). If you are located in the Americas (North America, Central America or South America), the services set forth in this Agreement are provided to you by Nokia Inc. If you are located elsewhere in the world, the services set forth in this Agreement are provided to you by Nokia Corporation.

If you do not agree to these terms and conditions contained herein, you may not utilize the services provided under this Agreement.

1. DEFINITIONS

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

“Designated User(s)” shall mean the employee(s) of Customers acting within the scope of their employment or Customer’s consultant(s) or contractor(s) acting within the scope of their services for Customer and on behalf of Customer for whom Customer has purchased Support.

“Errors” shall mean an error, flaw, mistake, failure, or fault in Qt that prevents it from behaving as intended.

“Priority Incident” shall mean a single, discrete technical problem, which cannot reasonably be subdivided into multiple technical problems.

“Initial Term” shall mean , unless a different period of time is specified in Nokia’s quotation to Customer under this Agreement, the period of time one (1) year from the latter of (i) the Effective Date; or (ii) the date Support was first made available to Customer, unless earlier terminated in accordance with Section 9.3. If a different period of time is specified in Nokia’s quotation to Customer under this Agreement, the Initial Term shall mean the period of time specified in such quotation.

“Qt” shall mean the Qt computer software products, “online” or electronic documentation, associated media and printed materials, including the source code, example programs and the documentation delivered by Nokia or an authorized reseller to Customer under a commercial license agreement, the GNU General

Public License version 2.1 or the GNU General Public License version 3.0.

“Platforms” shall mean the Nokia Qt desktop or embedded platforms for which Customer has purchased Support.

“Party or Parties” shall mean Customer and/or Nokia.

“Response Time” shall mean the period of time from when Customer notifies Nokia about a Priority Incident until Nokia provides Customer with a response that addresses (but not necessarily resolves) the technical problem presented in the reported Priority Incident.

“Support” shall mean developer support that is provided by Nokia to assist eligible Designated Users in using Qt.

2. SUPPORT SERVICES

2.1 Support Services Provided by Nokia

Subject to the terms and conditions contained in the Agreement, Nokia, by e-mail, will provide Designated User(s) with assistance in the areas of Qt product installation, usage and functionality, problem resolution and workarounds for the Platforms.

Nokia shall invest a commercially reasonable time and effort in the resolution of a reported Priority Incident(s) and will provide the Designated User with a response addressing the Priority Incident. Nokia will make commercially reasonable efforts to solve Errors in Nokia released versions of Qt software products. If the reported Priority Incident is an Error, the earliest possible resolution of a Priority Incident will be for the Designated User to get access to a fix through downloading of the next released version of the applicable Qt software product(s), depending on when the Error is reported and the established release schedule for the affected Qt software product(s). If possible, Nokia will, however, provide the Designated User with a temporary workaround.

2.2 Customer’s Obligations

As a prerequisite to accessing Support under this Agreement, Designated User(s) are required to have a valid standard support agreement, either as included in their Qt Commercial License Agreement or as separately purchased from Nokia.

To report a Priority Incident, the Designated User shall send a plain text e-mail in English from the email account registered for the Designated User to email address specified by Nokia. If Nokia

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establishes a web interface for registering of Priority Incidents, the Designated User may be required to enter Priority Incidents via this web interface rather than accessing support by sending an email as set forth above.

The Designated User must provide adequate information and documentation to Nokia to enable it to recreate the problem for which the Designated User has sought assistance.

To ensure efficient handling of Priority Incidents, the Designated User must provide the following information, where relevant:

- (i) A clear, detailed description of the problem, question or suggestion;
- (ii) Identification of which Qt product and version is affected;
- (iii) Identification of which operating environment on which the problem exists, including the operating system, hardware platform, build tools, etc.
- (iv) A complete and compilable test case of not more than 500 lines of code that demonstrates the problem;
- (v) Additional relevant content, such as screenshots, etc. Additional content should be included as email attachments. The preferred image formats are JPEG and PNG. Compressed content should be included in zip or tar.gz archives. Executable content and documents in platform specific formats such as Microsoft Office® are not accepted.

In order for Nokia to provide prompt handling of Priority Incidents, the Designated User shall promptly respond to requests from Nokia for additional information.

2.3 Support Limitations

- (i) **Version Support:** A Qt software product version x.y.z will be supported until one (1) year following the release date of the following version (x.y+1.0 or x+1.y.0 whichever occurs first).
- (ii) **Pre-Release Version Support:** Support is not provided for snapshots, preview releases, beta releases or release candidates.
- (iii) Nokia shall have no obligation to provide Support for hardware problems or Qt software products which have been subject to improper use, accident, neglect or modification.
- (iv) Nokia shall not provide support for third party software or problems caused by third party software,

even if such third party software is distributed together with Qt software product(s).

(v) Nokia shall only provide Support for activities in which the Designated User is involved and shall limit its Support to Designated User(s).

(vi) Nokia shall only provide Support for Priority Incident(s) that can be reproduced on Qt Platforms that are officially supported by Nokia as listed in the online Qt product documentation for the relevant product version.

3. RESPONSE TIME

3.1 Designated User(s) will receive a response to reported Priority Incidents within a maximum of one (1) business day.

3.2 For complex issues, Nokia may provide an initial response to the Designated User and then follow up, without undue delay, with additional communication before a Priority Incident is resolved.

4. PRIORITY INCIDENTS AND RENEWALS

4.1 Each Designated User is entitled to report a maximum of ten (10) Priority Incidents during the Initial Term.

4.2 A Priority Incident is consumed when Nokia has concluded on the technical problem reported in such Priority Incident. The conclusion may in some cases not provide the Designated User with a resolution to the problem. The process to resolve a Priority Incident may include intermediate communication between Nokia and the Designated User(s) as well as communication within Nokia and with Nokia's designed support service partners with whom Nokia has contracted to provide Support to Customer.

4.3 If a Designated User has consumed all allotted Priority Incidents prior to the end of the Initial Term, the Designated User may purchase additional Priority Incident packs from Nokia at its then current prices. Additionally, Customer may purchase a renewal of Support for Designated User(s) at the end of the Initial Term at Nokia's then current prices for such Support.

5. RELEASES AND VERSIONS

The primary focus of maintenance releases is product stability. Therefore, the following types of changes will typically be included in the next Qt software maintenance release (x.y.z+1):

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- (i) Bug fixes caused by changes to previously working code;
- (ii) Fixes related to build issues on supported Platforms;
- (iii) Defect repairs specific to a single Platform that are not present on other Platforms;
- (iv) Critical defect repairs within the Qt software products, including but not limited to crashes, data corruption, loss of data, race conditions; and
- (v) Updates to documentation and license information when deemed necessary by Nokia.

6. WARRANTY DISCLAIMER

Nokia makes no warranties that the Support provided will be successful in resolving any difficulties or problems or in diagnosing faults reported by Customer. Support is provided to Customer on an "as is" basis. To the maximum extent permitted by applicable law, Nokia on behalf of itself and its suppliers, disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose for the Support provided by Nokia to Customer.

7. LIMITATION OF LIABILITY

If, Nokia's warranty disclaimer notwithstanding, Nokia is held liable to Customer, whether in contract, tort or any other legal theory, based on the Support provided hereunder, Nokia's entire liability to Customer and Customer's exclusive remedy shall be, at Nokia's option, either (A) return of the fees paid by Customer for the Support, or (B) resupply of the Support by Nokia. Nokia shall not, under any circumstances, be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from Nokia to Customer shall not exceed the total amount Customer has paid to Nokia in connection with this Agreement.

8. CONFIDENTIALITY

Each Party acknowledges that during the Initial Term of this Agreement it shall have access to information about the other Party's business, business methods, business plans, customers, business relations, technology, and other information, including the terms of this Agreement, that is confidential and of great value to the other Party, and the value of which would be significantly reduced if disclosed to third parties (the "Confidential Information"). Accordingly, when a Party (the "Receiving Party") receives Confidential

Information from another Party (the "Disclosing Party"), the Receiving Party shall, and shall obligate its employees, agents, contractors and subcontractors and employees, agents, contractors and subcontractors of its affiliates to: (i) maintain the Confidential Information in strict confidence; (ii) not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and (iii) not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

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

The obligations of the Receiving Party under this Section shall continue during the Initial Term and for a period of five (5) years after expiration or termination of this Agreement. To the extent that the terms of the Non-Disclosure Agreement between Nokia and Customer conflict with the terms of this Section 8, this Section 8 shall be controlling over the terms of the Non-Disclosure Agreement.

9. GENERAL PROVISIONS

9.1 Marketing

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

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9.2 No Assignment

Customer 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 Nokia, which shall not be unreasonably withheld.

9.3 Termination

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

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

9.4 Surviving Sections

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections: 6, 7, 8, 9.5, 9.6, 9.9, 9.10 and 9.11 of this Agreement.

9.5 Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein, with the exception of the non-disclosure agreement executed by the parties in connection with this Agreement (“Non-Disclosure Agreement”), if any, shall be subject to Section 8. 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 Customer’s purchase order shall apply unless expressly accepted by Nokia in writing. If any provision of the Agreement is found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

9.6 Payment and Taxes

All payments under this Agreement are due within thirty (30) days of the date Nokia mails its invoice to Customer. All amounts payable are gross amounts but

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

9.7 Force Majeure

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

9.8 Notices

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

Notices to Nokia shall be given to:

Nokia Norge AS
Sandakerveien 116
NO-0484 Oslo, Norway
Fax: +47 21 69 48 02

9.9 Governing Law and Legal Venue

If Customer is located in the Americas (North America, Central America, or South America)

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the following governing law and venue provisions shall apply:

This Agreement shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of New York without given effect to any choice of law rule that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each Party (a) hereby irrevocably submits itself to and consents to the jurisdiction of the United States District Court for the Southern District of New York (or if such court lacks jurisdiction, the state courts of the State of New York) for the purposes of any action, claim, suit or proceeding between the Parties in connection with any controversy, claim, or dispute arising out of or relating to this Agreement; and (b) hereby waives, and agrees not to assert by way of motion, as a defense or otherwise, in any such action, claim, suit or proceeding, any claim that is not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper. Notwithstanding the foregoing, nothing in this Section 9.9 is intended to, or shall be deemed to, constitute a submission or consent to, or selection of, jurisdiction, forum or venue for any action for patent infringement, whether or not such action relates to this Agreement.

If Customer is not located in the Americas (North America, Central America, or South America) the following governing law and venue provisions shall apply:

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

9.11 No Implied License

There are no licenses, implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Nokia and its licensors.

9.12 Government End Users

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