

**GENERAL TERMS AND CONDITIONS OF THE LICENCE AGREEMENT
FOR THE SOFTWARE QuickerSim Batter Explorer (Q-Bat)
(hereinafter referred to as: “Software”)**

General provisions

§ 1

Definitions:

- 1) **Licensor** – shall mean QUICKERSIM AUTOMOTIVE sp. z o. o. with its registered office in Rzeszów, at ul. Juliusza Słowackiego 24, 35-060 Rzeszów, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under register No. (KRS) 0000788161, tax ID No. (NIP) 8133814450, with a share capital of PLN 5,000.00;
- 2) **Licensee** – shall mean a legal entity which uses the Software under a licence granted by the Licensor;
- 3) **Software** – shall mean the software which this licence refers to: Q-Bat for thermal computations of batteries;
- 4) **General Terms and Conditions of the Licence Agreement** – shall mean this document, which contains general provisions applied by the Licensor in licence agreements relating to the Software; the General Terms and Conditions of the Licence Agreement shall apply unless specified otherwise in the Offer chosen by the Licensee;
- 5) **Offer** – shall mean a document specifying detailed scopes of the licence; the choice of the scope of the licence results from a separate declaration of the Licensee and shall constitute an integral part of the licence agreement;
- 6) **Licence Agreement** – shall mean an agreement which enables the Licensee to use the Software; it shall consist of the General Terms and Conditions of the Licence Agreement complemented by the Offer chosen by the Licensee;
- 7) **Employee** – shall mean each and every person who is in the employment relationship with the Licensee or is bound by a contract of mandate or a contract for a specific work with the Licensee;
- 8) **Third Party** – shall mean each and every natural or legal person, as well as an organisational unit without legal personality who is not the Licensor or the Licensee.

§ 2

1. The present provisions shall constitute the General Terms and Conditions of the Licence Agreement concluded by and between the Licensor and the Licensee.

2. The installation and use of the Software by the Licensee shall mean the Licensee's acceptance of the provisions of the General Terms and Conditions of the Licence Agreement.
3. The Licensee's lack of acceptance of the provisions of the General Terms and Conditions of the Licence Agreement shall result in the Licensee's inability to use the Software.

Grant of the licence, term of the licence, territorial coverage

§ 3

1. The Licensor shall grant the Licensee a non-exclusive licence for the use of the Software. The licence shall not be limited to a specific territory.
2. The licence shall be granted for a specific time set forth in the Offer; upon the lapse of that time the licence shall expire, unless specified otherwise in the Offer.
3. The licence may be used by the Licensee only for the purpose of the Licensee's technical or engineering projects, as well as other services provided by the Licensee within the scope of the Licensee's business operations, exclusively by persons who are the Licensee's Employees.
4. The Licensee shall not be entitled to grant sublicences or to give other persons or entities access to the Software, except for persons referred to in item 3.
5. Together with the Software, the Licensee shall receive from the Licensor documentation consisting of: tutorials, technical documentation of applied mathematical models, as well as documentation of particular functions of the Software. The Licensee shall be entitled to duplicate that documentation and make it available only to the Licensee's Employees, in particular via an internal company network or a shared drive accessible only to Employees. The Licensee shall not be entitled to make the documentation available to any Third Parties, but the Licensor may decide to make the documentation available to the general public on the Licensor's website or via other channels chosen by the Licensor.

Installation and licence key generation

§ 4

1. The process of installation and activation of the licence shall require the following data from the Licensee's computer on which the licence is being activated to be submitted to the Licensor: the device's MAC address, user name, hard drive ID, MATLAB licence number.
2. The data referred to in item 1 may be deleted only upon the lapse of the licence term specified in the Offer and to the Licensee's clear request. It is possible to delete the data during the licence term but it will result in a technical inability to provide the Licensee with access to the Software; upon submitting such a data deletion request, the Licensee shall lose access to the purchased Software and shall not be entitled to any compensation for that fact, neither in money nor in any other form.

Fields of exploitation

§ 5

Pursuant to these General Terms and Conditions of the Licence Agreement, the Licensor shall grant the Licensee a permission (licence) to use the Software within the following forms (fields) of exploitation: installation, storage and running of the Software on one computer (i.e. entering the Software into the memory of one computer identified by the MAC address and the hard drive ID) for one user who shall be able to run any number of instances of the Software on that computer, limited only by the computer's technical capacities, unless specified otherwise in the Offer.

Limitations relating to the licence

§ 6

1. The licence shall be subject to the following limitations under which the Licensee shall not be allowed to take, cause a Third Party take or allow a Third Party to take the following actions:
 - 1) rent, lease, lend the Software, use the Software to support the use of the Software by Third Parties, let Third Parties temporarily use the Software;
 - 2) sell, license, sublicense, give access, publish, put up for sale, distribute, spread, cede or transfer (by means of exchange, leasing, donation or in any other way) the Software, its copies, parts, derivative works or the Licence, or any other rights to the Software in full or in part to Third Parties without prior written consent of the Licensor;
 - 3) compile the code of the Software with the use of Matlab Compiler or similar software, unless upon written consent of the Licensor;
 - 4) use the Software or any of its parts for any purpose which could infringe the copyrights to the Software, including by means of development, production or testing of a computer program with features or functions of a considerably similar character to expressions included in the Software or in any of its parts;
 - 5) adapt, translate, copy or convert all or any parts of the Software in order to create software whose main objective would be to have the same or similar functions as the Software, or alter the Software or any of its parts;
 - 6) disassemble, decompose, use the Software to create a replica of the Software or of any of its parts, or try to gain access to the algorithms or source codes of the Software;
 - 7) alter or delete any copyrights, business secrets, patents, trademarks, logos, notices about intellectual property rights or other legal notices in copies of the Software;
 - 8) use the name, business name, logo or trademarks of the Licensor in any advertisement, promotional press or any other materials, both in written and electronic form, as well as in any other form provided to a Third Party, except for the formula supplied by the Licensor exclusively for the identification of the Software;
 - 9) give Third Parties access (indirectly or directly) to the Software via a network or network applications;

- 10) copy the Software, make the Software available for the purpose of copying, or duplicate the Software in full or in part by any means, except for the following cases:
 - a) if it is required for installing the Software for the purpose of its use in accordance with the General Terms and Conditions of the Licence Agreement,
 - b) for preparing a backup if it is necessary for the use the Software; a backup may not be used at the same time as the Software;
 - 11) allow Third Parties to access or use the Software, except for situations specified clearly in the General Terms and Conditions of the Licence Agreement,
 - 12) disclose or hand over the activation key or licence files to Third Parties, or allow Third Parties to use them, except for situations specified clearly in the General Terms and Conditions of the Licence Agreement;
 - 13) distribute the documentation set forth in § 3 item 5, except for situations specified clearly in the General Terms and Conditions of the Licence Agreement;
 - 14) purchase the Licence if the main objective of the purchase is its transfer or cession to a Third Party, unless the Licensor expressly consents to such an action;
 - 15) analyse and decode the methods and processes of verification of the active licence key of the Software, or bypass the Software's licence verification activities in any other way;
 - 16) use a licence key which is different from the licence key delivered together with the Software;
 - 17) take any actions which would require any part of the Software to become an object of rights of a Third Party which are contradictory to, incompatible with or inconsistent with the conditions specified in the General Terms and Conditions of the Licence Agreement.
2. The Licensee shall not be entitled to transfer any rights and/or obligations resulting from the Licence Agreement to a Third Party without the Licensor's written consent, otherwise null and void.

§ 7

The Licensee shall not be entitled to make any attempts to decompile, decode and reproduce the source code of the Software.

§ 8

It shall be prohibited to compile and build other programs on the basis of the Software, as well as to sell or distribute them in any way unless the Licensor consented to such actions in a separate agreement concluded with the Licensee in writing.

§ 9

No copyrights to the Software shall be transferred under the licence. Copyrights to the Software shall remain property of the Licensor; the Licensee shall not be entitled to any other rights, titles and benefits than those specified clearly in the General Terms and Conditions of the Licence Agreement.

Payment

§ 10

1. The licence shall be granted upon payment.
2. Detailed payment conditions, including the amount of compensation payable and the manner of its settlement, have been agreed upon by the parties in the Offer which constitutes an attachment to the Licence Agreement and, at the same time, its integral part.

Technical support

§ 11

1. The Licensor undertakes to give the Licensee unpaid access to the technical support service during the installation and activation of the Software on one workstation; other technical or expert support may be provided exclusively under a separate agreement concluded with the Licensor.
2. The Licensor undertakes to give the Licensee unpaid access to new releases of the Software for a period of 1 year following the date of purchasing a perpetual licence or for the whole term of the licence in the case of purchasing a subscription licence.
3. As long as the technical support service is active, i.e. during 1 year following the date of purchasing a perpetual licence or during the whole term of a subscription licence, the Licensee shall be entitled to change the user or computer free of charge no more than 4 times in a calendar year. If the technical support service is not active and the Licensee purchased a perpetual licence, the Licensee's right to change the user or computer on which the Software is installed shall be limited to 2 times in a calendar year.

Limitation of Licensor's liability and force majeure

§ 12

1. As far as it is permissible under the applicable provisions of law, subject to the provisions of Article 473 § 2 of the Polish Civil Code, the Licensor shall be held harmless and indemnified for any and all effects of the use of the Software, including for any damages resulting from its use or impossibility to use, in particular for damages resulting from errors or other defects of the Software which the Licensor made available to the Licensee. The abovementioned exclusion of liability shall apply also after the termination or expiration of the Licence Agreement, regardless of the manner in which it was terminated or it expired.
2. As far as it is permissible under the applicable provisions of law, the Licensor shall be released from the Licensor's statutory warranty for any defects of the subject matter of the Licence Agreement, regardless of their character.
3. The term "force majeure" shall mean an external occurrence of an extraordinary nature which could not be prevented even despite exercising due diligence. Such occurrences, within the meaning of the

General Terms and Conditions of the Licence Agreement, shall include in particular: floods, earthquakes, wars, strikes, periods of state of emergency, rulings of authorities.

4. Each of the Parties shall be obliged to inform the other Party about occurrences of force majeure immediately upon taking notice of them or, shall this be impossible as a result of force majeure, immediately after such occurrences cease, and shall be obliged to make every effort to remove the effects of force majeure which influence the performance of obligations provided for in the Licence Agreement. The Licensor shall not be held liable for non-performance or improper performance of the Agreement resulting from force majeure.
5. The Licensee shall be solely responsible for the proper use of the Software, including for entering data, for the reliability of the achieved result and for its critical evaluation. The Licensee shall bear full risk relating to the satisfactory quality, performance and precision.
6. Shall it be recognized that the Software does not operate properly, the Licensee shall be obliged to notify the Licensor about that fact in writing, in a manner which makes it possible to replicate the detected error (i.e. by submitting a full set of information or files which result in the occurrence of such an error); in such a case, the Licensor undertakes to take appropriate and economically justified actions to remove all reported irregularities in the functioning of the Software within the shortest time possible and, as far as it is possible, in the next release of the Software. The matter of access to a new version of the Software shall result from the type of the licence (subscription or perpetual licence) purchased by the Licensee; the Licensor shall bear no responsibility whether the licence purchased by the Licensee enables the Licensee to have access to the new, corrected version of the Software.
7. Every Software, documentation and technical support are provided “as is”; the Licensor shall not make and the Licensee shall not receive any additional warranties whatsoever, either express or implied. The Licensor shall expressly exclude any and all guarantees or other conditions of any type whatsoever relating to the Software, documentation or technical support other than those resulting from the General Terms and Conditions of the Licence Agreement.
8. Only in the case of gross calculatory errors resulting from incorrect implementation of equations, the Licensor shall make every effort to remove such errors in the shortest time possible; a revision of the particular version of the Software may be released at the Licensor’s discretion. In such cases, Licensees who hold a licence to use the particular version of the Software shall be entitled to download the updated version of the Software within the term of the Licence Agreement. The release of an update by the Licensor shall not result in an extension of the licence term and shall have no influence on any other provisions of these General Terms and Conditions.

Term and termination of the licence

The licence shall expire upon the lapse of the term for which it was granted, unless specified otherwise in the Offer.

§ 14

1. If the Licence Agreement has been concluded for an indefinite time (so-called perpetual licence), each of the Parties may terminate it with 12 months' notice.
2. If the Licence Agreement has been concluded for a definite time, only the Licensor shall be entitled to terminate it; it may be terminated with 12 months' notice in cases provided for in the General Terms and Conditions of the Licence Agreement.
3. The Licensor shall be entitled to terminate the Licence Agreement without notice referred to in item 2 in the case of a justified suspicion that the Licensee is in breach with the provisions of the Licence Agreement, after having called upon the Licensee to cease violations. In such a case, the Licence Agreement may be terminated 14 days after the Licensee was called upon by e-mail to cease violations, unless during that time the Licensee has ceased actions which were in breach with the provisions of the agreement.
4. The Licence Agreement may be terminated by a written notice or in any other documentary form – it shall be submitted by e-mail then.
5. If the Licence Agreement was terminated for reasons specified in item 3 above, the Licensee shall not be entitled to any reimbursements for that fact.

Trial Licence

§ 15

1. During the sale process, the Licensor shall be entitled to grant the Licensee a temporary, free trial licence.
2. The determination of the term of such a trial licence shall be at the Licensor's sole discretion and shall not depend on the Licensee.
3. The trial licence may be revoked/deactivated by the Licensor at any time.
4. The trial licence shall include all rights and limitations of a subscription licence described in these General Terms and Conditions of the Licence Agreement, with the exception that the Licensee may use it only for the Licensee's own education and in order to learn the use of the Software.
5. The performance of any other work (except for the Licensee's own education) which generates any financial or business value (except for the development of the Licensee's own skills) shall be prohibited. In particular, it shall be prohibited to conduct any paid trainings with the use of the test licence, to provide any paid calculatory services or to perform any engineering calculations for the Licensee's own use in projects actually carried out by the Licensee.
6. If the Licensee uses the trial licence for purposes other than those specified in item 4, in particular for purposes specified in item 5, the Licensee shall be obliged to pay the Licensor a contractual penalty of EUR 20,000.00 (*say: twenty thousand EUR*), payable within 7 days following the

Licensor's submission of a relevant call for payment. The abovementioned contractual penalty shall not preclude the Licensor's right to demand additional damages from the Licensee which exceed the amount of the contractual penalty.

Personal data

§ 16

1. Pursuant to Art. 13 items 1 and 2 and Art. 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, page 1), the Licensee announces that:
 - 1) the controller of personal data of the Licensee (the Licensee's employers / co-workers whose personal data were provided by the Licensee), as well as data provided for in § 4 item 1 above, i.e. an entity deciding on the purposes and means of data processing, shall be: QUICKERSIM AUTOMOTIVE sp. z o. o. with its registered office in Rzeszów, at ul. Juliusza Słowackiego 24, 35-060 Rzeszów, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under register No. (KRS) 0000788161, tax ID No. (NIP) 8133814450, with a share capital of PLN 5,000.00, hereinafter referred to as the "Data Controller";
 - 2) Contact with the Data Controller on matters relating to personal data may be established by e-mail - _____ or by traditional post with the use of the abovementioned address of the registered office of the Data Controller (with a note "personal data");
 - 3) The purposes of the personal data processing include:
 - execution of rights and obligations resulting from the concluded contract (Art. 6 item 1 letter b) of the GDPR) dated _____ - for a period necessary for the performance of the contract; after its expiry, data shall be stored for a period necessary to prove the correct fulfilment of the contractual obligations until the lapse of claims' prescription period and the lapse of periods specified in regulations on data storage;
 - fulfilment of the Data Controller's statutory obligations, including tax and reporting obligations (Art. 6 item 1 letter f) of the GDPR) – for a period necessary to fulfil the Data Controller's statutory obligations, including until the lapse of tax obligations' prescription period;
 - 4) Data shall be provided freely, but their non-provision shall result in an impossibility to conclude the Licence Agreement;
 - 5) As long as data are processed on the basis of separate consent, the Licensee shall be entitled to withdraw that consent at any time. This shall have no influence on the legality of data processing which occurred before the withdrawal;

- 6) Recipients of personal data may be entities authorized to receive personal data under the provisions of generally applicable law (including: the Police, Courts, Public Prosecutors and other bodies conducting investigation activities), other entities which are authorized to process personal data under an agreement concluded with the Data Controller or under a written authorization granted by the Data Controller;
- 7) Personal data shall not be submitted to countries not belonging to the EEA or international organizations;
- 8) Persons whose personal data are processed by the Licensor shall have the following rights: to access their data, to rectify them, to erase them (so-called right to be forgotten), to limit their processing, to object to their processing, to data portability, to object (if the Data Controller processes data based on legitimate interests, then such an objection may be made for purposes relating to a special situation of the person in question), to lodge a complaint with the supervising authority, i.e. the President of the Personal Data Protection Office;
- 9) Personal data shall not be used for automated decision-making and shall not be subject to profiling.

Licensee's right to modify the Software for own purposes

§ 17

1. Particular parts of the Software are distributed in a threefold form:
 - 1) compiled machine code (object files, etc.),
 - 2) files with obfuscated code,
 - 3) source code of functions and scripts written in the MATLAB language.
2. The abovementioned division largely reflects the logical distinction of particular portions of the code between low-level functions which implement numerical schemes and algorithms responsible for the construction and solution of the mathematical model, which constitute the most valuable intellectual property of the Licensor (compiled or obfuscated code), and files with source code which are used by the Licensee largely to define performed calculations and simulations, change material data, enter data or edit results.
3. The Licensor shall authorize the Licensee to modify, save and copy files with the open source code to a rational and not far-reaching extent, with a reservation that all such changes shall be made only for the Licensee's own use and shall not be made available to Third Parties. At the same time, the Licensor expressly announces that the Licensor shall not be held responsible for any effects of such alterations which were not made by the Licensor and shall not guarantee that such software would function at all or would provide correct results.

Other products and libraries

§ 18

1. The Software cooperates with, uses or may cooperate with or use the following products and libraries:
 - 1) MATLAB software and toolboxes belonging to the MATLAB software family: e.g. Parallel Computing Toolbox (<https://www.mathworks.com/>),
 - 2) Gmsh software (<http://gmsh.info/>),
 - 3) OpenCascade libraries (<https://www.opencascade.com/content/open-source-development>),
 - 4) Yair Altman (2020) Windows registry utilities (<https://www.mathworks.com/matlabcentral/fileexchange/73045-windows-registry-utilities>), MATLAB Central File Exchange. Retrieved August 12, 2020.
2. The use of the OpenCASCADE library is necessary for correct functioning of this Software and its relevant files are distributed together with this Software in accordance with the OpenCASCADE library GNU LGPL v.2.1. licence conditions.
3. The licence of the MATLAB software is necessary for running this Software; the MATLAB software is not distributed or licensed by the Licensor.
4. The Gmsh software, Parallel Computing Toolbox or other toolboxes belonging to the MATLAB software family are not distributed or licensed under this Software. The Licensee has the discretion to decide on using or not using that software; in such cases, the licence conditions relating to such software shall apply and the Licensor shall not be a party to such licence agreements.
5. Pursuant to the recitals of the GNU LGPL licence, the Licensor hereby announces that the Licensee may download the source code of the OpenCASCADE library used in this Software together with the object files of this Software in order to compile the library and link it to this Software after making own changes to the code of the OpenCASCADE library. The source code of the library can be downloaded from the same website from which the Licensee has downloaded this Software.
6. Pursuant to the provisions of the Windows Registry Utilities licence, this document also includes the full text of the Windows Registry Utilities library licence.

Final provisions

§ 19

1. If any provisions of the General Terms and Conditions of the Licence Agreement turn out to be invalid, the remaining provisions shall remain in force.
2. In matters not specified in the General Terms and Conditions of the Licence Agreement and in the Offer, the provisions of generally applicable Polish law shall apply, in particular of the Act of 4 February 1994 on copyright and related rights (Polish Journal of Laws (Dz.U.) 2019.1231, consolidated text).
3. All disputes which may arise during the performance of the licence agreement, including of the General Terms and Conditions of the Licence Agreement, shall be settled by a court competent for the registered office of the Licensor if all possibilities of their amicable settlement have been unsuccessful.

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

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[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

PREAMBLE

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Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of

freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(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.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2)

will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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