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#### 0. BACKGROUND

QSS has developed and licenses a general purpose real-time operating system known as the QNX (R) Neutrino (R) RTOS ("QNX Neutrino RTOS"). Its unique microkernel architecture provides an extensible operating system framework based on the foundational components of the Kernel and System Libraries. Additional operating system services are implemented by plugging in other software modules (e.g., networking, file systems, graphics, etc.). These modules are licensed as part of the base "QNX Neutrino RTOS" runtime components. When modified or configured to operate on target hardware, the QNX Neutrino RTOS provides a microkernel operating system with advanced memory protection, distributed processing, symmetric multiprocessing, a dynamically upgradeable architecture, and real-time performance.

Other more specialized QNX middleware products (e.g., QNX Aviage HMI Suite, QNX Aviage Multimedia Suite and QNX Aviage Acoustic Processing Kit; any one or more, "QNX Middleware") are made available by QSS as separately licensed products. For the purpose of this License, any one or more of the QNX Neutrino RTOS runtime components, and any runtime components of the QNX Middleware products you have licensed, may be referred to as the "QNX Runtime Components" (as further defined below).

QSS also offers a related set of software development tools known as the QNX (R) Momentics (R) Tool Suite ("QNX Momentics Tools"). Developers use the QNX Momentics Tools to modify and configure QNX Runtime Components and to develop applications to run on the QNX Neutrino RTOS. The QNX Momentics Tools include compilers, debuggers, libraries, header files, utilities, sample source code, test suites, performance optimization tools, etc., within an integrated development environment based on the open Eclipse IDE framework. The QNX Middleware products may also come with supplementary development tool components, which for the purpose of this License will be considered part of the QNX Momentics Tools to the extent you have licensed those products. Any one or more of the QNX Runtime Components and the QNX Momentics Tools may be referred to as the "QNX Product Portfolio".

More detailed QNX Product Portfolio information is available in the corresponding version-specific QNX License Guide published at [http://www.qnx.com/legal/licensing/document\\_archive/current\\_matrix.pdf](http://www.qnx.com/legal/licensing/document_archive/current_matrix.pdf) ("License Guide", which is hereby incorporated into this License and will form part of the "Documentation" for the purpose of

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QNX Neutrino RTOS developers typically use their QNX Momentics Tools and a subset of the QNX Runtime Components to build an embedded computing system or device ("Target System", as further defined below) by:

- (a) developing the necessary code to make the QNX Neutrino RTOS operational on the Target System hardware (i.e., a board support package ("BSP") comprising initial program load ("IPL"), start-up and drivers various parts of which may be available from QSS in binary form for supported processors and peripherals or, alternatively, which may be developed from scratch or derived from QSS-supplied sample source code and/or your pre-existing code), and
- (b) integrating QNX Runtime Component object code programs, libraries and utilities with files the developers have generated using their QNX Momentics Tools in order to define the system's operational constraints, to tailor its functionality and, if equipped with a graphical user interface, to create its appearance, in order to meet the Target System's design requirements.

Ultimately QNX Neutrino RTOS developers will choose a subset of QNX Runtime Components ("Runtime Configuration") to include in their Target System. Over the Target System's life cycle QNX Neutrino RTOS developers may elect to upgrade hardware platforms (requiring a repetition of step (a) above) and/or update software components (e.g., to adopt QNX Runtime Component updates see Schedule A, or to introduce new QNX Runtime Components) in order to enhance the Target System's reliability, performance and functionality. So it is possible that a Target System's Runtime Configuration may change overtime.

QSS licenses the QNX Product Portfolio for commercial development activities under its QNX Commercial Software License Agreement ("CSLA"). The CSLA allows licensees to commercially develop QNX Runtime Component- or QNX Momentics Tool- based applications and QNX Runtime Component-based derivative works, on their own or with technical support or custom engineering assistance from QSS (see <http://licensing.qnx.com/services/>). Commercial development licenses for QNX Middleware products are also offered under the CSLA. These commercial licenses allow developers to charge fees for their QNX Product Portfolio-based products or services, provided that they obtain a distribution license for any QNX Runtime Components they want to offer (see <http://licensing.qnx.com/oem-distribution/>). If you are interested in obtaining commercial development license rights please contact an authorized QSS sales representative for more information (see <http://www.qnx.com/company/contact/>). QSS also makes the QNX Product Portfolio available to members of the QNX ecosystem under the terms and conditions of this QNX Partner &

Consultant Software License Agreement in order to provide easy access to QNX technology with the aim of increasing the pool of generally available technology for mutual customers and specifically:

- (a) to enable QNX Partners to obtain QNX Momentics Tools as necessary to develop generally available products and/or services that are complementary to QNX technology, or
- (b) to enable Independent Consultants, to obtain one Development Seat for the Software Development Platform to provide development assistance to QNX customers and QNX Partners.

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