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TERMS AND CONDITIONS

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 Core" runtime component. When modified or configured to operate on target hardware, the QNX Neutrino Core components provide a microkernel operating system with advanced memory protection, distributed processing, symmetric multiprocessing, a dynamically upgradeable architecture, and industry-leading real-time performance.

Other more specialized QNX middleware products (e.g., QNX Aviage HMI Suite 2.0, QNX Aviage Multimedia Suite and QNX Aviage Acoustic Processing Kit; collectively, "QNX Middleware") are available as separately licensed products. For the purpose of this License, the QNX Neutrino Core components, and any runtime components of the QNX Middleware products that you have licensed, will be collectively referred to as the "QNX Runtime Components" (as further defined below).

QSS also offers a related set of award winning 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 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. Collectively, the QNX Runtime Components and the QNX Momentics Tools are referred to as the "QNX Product Portfolio" throughout this License.

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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”) by:

- (i) developing the necessary code to make the QNX Neutrino RTOS operational on the Target System (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
- (ii) 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 you will choose a subset of QNX Runtime Components (“Runtime Configuration”) to include in your Target System. Over the Target System’s life cycle you may elect to upgrade hardware platforms (requiring a repetition of step (i) 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 your Target System’s Runtime Configuration may change over time.

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APPENDIX I TO SCHEDULE C: FORM OF QNX PASS-THROUGH EULA FOR TARGET SYSTEMS

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