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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 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.

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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 ("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 preexisting 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 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 (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 your Target System's Runtime Configuration may change over time.

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SCHEDULE A: STANDARD SUPPORT ADDENDUM

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A-3.2 DEVELOPMENT. In addition, for the purpose of your development license (see Section 2 (Development License)), Updates may only be used on Development Seats for which corresponding Standard Support fees have been paid.

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- (b) subject to Section C11-2, provide you with sole control of the defence and/or settlement thereof,
- (c) furnish to you on request all relevant information in their possession or control for such defense,
- (d) cooperate with and provide such assistance, at your expense, to you in the defense of such Target System Claims as reasonably requested by you, and
- (e) not admit any such Target System Claims and/or make any payments with respect to such Target System Claims without your prior written consent, not to be unreasonably withheld or delayed. This Section C11-1 will not apply to any claims under Section 14.6 (Limited Warranty of Provenance) that QSS is obliged to defend, or to any final award of a court of competent jurisdiction based on a finding of wilful misconduct or fraud of QSS.

C-11.2 Notwithstanding your right in Section C11-1 to have sole control over the defence and/or settlement of Claims:

- (a) QSS and/or its Representatives may take all steps necessary, at your expense, to defend themselves until you assign competent counsel and initiate a defence of the action, or
- (b) if the Target System Claim asserts that a QSS and/or its Representatives deliverable or service has caused Damages, then QSS and/or its Representative may, at their option and expense, but without absolving you of any of your indemnity obligations under Section C-11, have sole control over QSS' and its Representatives' own defence and/or settlement, in which case you will: (i) furnish to QSS and/or its Representative on request all relevant information in your possession or control for such defence, and (ii) cooperate with and provide, at your own expense, such assistance to QSS and/or its Representative in the defense of such Target System Claims as reasonably requested by QSS and/or its Representative. QSS will not admit any such Target System Claims and/or make any payments with respect to such Target System Claims without your prior written consent, not to be unreasonably withheld or delayed.

C-12. You will maintain for a period of six (6) years after the end of the year to which they relate accurate records regarding all of your direct and indirect copying and distribution activities conducted pursuant to this Schedule C. QSS may request reports and conduct audits pursuant to the provisions of Sections 5.2 (Audits of Software use) to Section 5.5 of this License in order to confirm the number of copies of Software created (by Target System), the number of Target Systems shipped, and compliance with the terms and conditions of this License. If you have purchased Runtime License Certificates for more than one Runtime Configuration, you must also identify copies by Runtime Configuration in all reports and audits requested pursuant to Section 5 (Deployment of Software and Audits of Software Use) of this License.

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