QNX EVALUATION, NON-COMMERCIAL & ACADEMIC END USER LICENSE AGREEMENT

The software and related documentation that you are about to access (the "Software", as further defined below) is offered by QNX Software Systems Limited ("QSS"), an Ontario Corporation having offices at 1001 Farrar Road, Ottawa, Ontario, Canada K2K 0B3 (ph: +1-613-591-0931, fax:+1-613-591-3579), to you (either as an individual or on behalf of the entity you represent, if you are authorized to act on its behalf) for use in accordance with the terms and conditions below.

By answering "I ACCEPT" during the download, installation or activation of the Software, you represent that you have read, understand and agree to be bound by the terms and conditions of this QNX Evaluation, Non-Commercial & Academic End User License Agreement (this "License"). If you do not accept these terms and conditions then you are not granted a license and are not authorized to download, install, activate, access or use any of the Software.

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.

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 components, and any runtime components of the QNX Middleware products you have licensed, maybe 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 ("License Guide", which is hereby incorporated into this License and will form part of the "Documentation" for the purpose of this License) a copy of which can also be found in the file system installation of the Software. The

License Guide provides important version-specific information about the nature and scope of license rights granted (or not granted) to you hereunder. For that reason the License Guide should be carefully reviewed. Please contact licensing@qnx.com if you have any questions.

The QNX Momentics Tools and QNX Neutrino RTOS components (collectively, the "Software Development Platform" or "SDP") are initially delivered together and are licensed on a named-user basis for development or educational purposes under this License. Certain QNX Middleware products (if any) may also be made available to you at the QNX developer portal hosted by QSS ("Foundry27") for use under this License.

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, 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 over time.

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/).

Certain components of the QNX Product Portfolio are available from QSS under the terms and conditions of the Apache License, Version 2.0 ("Apache License"), the Eclipse Public License, or other open source licenses. All of the open source components and contributions in the Commercially Released Software elements of the QNX Product Portfolio, and the licenses to which they are subject, are identified in the version-specific License Guide and the corresponding Third Party License Terms List published at

http://www.qnx.com/legal/licensing/document_archive/current_matrix.pdf ("Third Party Terms List", which is hereby incorporated into this License and will form part of the "Documentation" for the purpose of this License) a copy of which can also be found in the file system installation of the Software. You will also find a separate file in the file system after installation of the Software that provides a binary-file-specific mapping of applicable open source license terms for the QNX Neutrino RTOS elements of the QNX Runtime Components. This mapping file is still a work in progress and cannot be relied upon at this stage for other QNX Runtime Components as it is incomplete. Contact licensing@qnx.com for updated versions of the mapping tool, or if you have questions or require additional information.

1. DEFINITIONS. In this License

- "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a party hereto (with "control" meaning ownership of more than fifty percent (50%) of the voting stock of the entity or, in the case of a non-corporate entity, an equivalent interest).
- "Commercially Released Software" means Software components in binary form that QSS has formally released together (or that QSS has verified as compatible with other formally released QNX software components, as specified in Documentation) and has been identified in the License Guide as fully supported. It includes but is not limited to Software patches and Updates to such Software that are made available to you by QSS for use under this License to address errors.
- "Damages" means any damages, losses, liabilities finally awarded by a court of competent jurisdiction or amount agreed to be paid in a written settlement agreement.
- "Development License Certificate" means a certificate or record issued by QSS that is provided to you in hard copy or in electronic form by QSS or by one of its authorized distributors, that: (a) contains a unique serial number, (b) identifies the part number(s) of the QNX Product Portfolio component(s) licensed to you for development purposes under this License, and (c) contains one or more License Keys to unlock the licensed Software during installation on a Development Seat. Development License Certificates (and their serial numbers and License Keys) are unique to individual developers. Development License Certificates will be considered part of the "Documentation" for the purpose of this License.
- "Development Seat" means a named user's workstation (i.e., their desktop, laptop and one other computer) used only by that developer to perform software development for Target Systems using the QNX Momentics Tools. Named users are identified by the email address they provide as part of the Software installation process.
- "Experimental Software" means any Software other than Commercially Released Software, including but not limited to: (a) experimental, alpha, beta, demo, trial, unsupported or other components made available to you by QSS for use under this License: (i) on an early access basis as described in Section 14.2 (Availability and Use of Experimental Software), (ii) at Foundry27 or any other developer portal hosted by QSS, (iii) as part of the QNX Product Portfolio in components that are identified as experimental, alpha, beta, demo, trial or unsupported components in the License Guide, or (iv) otherwise so identified and made available by QSS for use under this License; (b) deliverables made available to you by QSS for use under this License; (c) any Software made available to you by QSS in Source Code form for use under this License, including but not limited to any binary files

that you compile from such code; and (d) combinations of Commercially Released Software with other software components (including but not limited to QNX software components from other versions or releases, or components intended for use on other hardware platforms).

"Foundry27" means the QNX developer portal hosted by QSS at http://community.qnx.com.

- "License Key" means a unique set of numbers, characters and/or symbols issued by QSS in a Development License Certificate to unlock licensed components of the QNX Product Portfolio during installation on a Development Seat. Each License Key is specific to one of the License Classes listed in Section 4 (License Classes).
- "Permitted Use" means any use by an entity within any field of use for computing devices other than: (a) use by an entity (or the Affiliate of an entity) identified as a competitor of Research In Motion Limited ("RIM") in RIM's Form 40-F SEC filing as of the effective date of this License; and (b) use in mobile access devices for public wireless data networks, including but not limited to smartphones. PDAs, tablets, mobile gaming platforms, notebooks and laptops; except as otherwise expressly approved by QSS in writing. For greater certainty, Permitted Use includes use by any entity, other than those identified in subsection (a) above, in any of the following: (c) Infotainment, telematics, hands-free and digital instrument cluster devices, or any combination of such devices, for use in motor vehicles (e.g., cars, trucks, buses, motorcycles, tractors, boats, ships, trains, aircraft); (d) Nonportable gaming platforms; (e) Mobile fixed function computing devices, such as building automation control devices, medical devices and smart energy control devices, which may include tablet-like components (e.g., having touch screens and wireless connectivity) that are functionally tethered and integral to controlling the functionality of or interoperating with the specialized device or system, but that may also offer general application support which may include a web browser; (f) Mobile communication devices that employ Software Defined Radio technology for military use, or use by government, emergency service or public safety organizations; and (g) Any other authorized computing devices expressly identified by QSS at http://licensing.gnx.com
- "QNX Runtime Component" means the object code form of any component of the Software that is intended to be integrated into and distributed as an integral part of a Target System, as described in the License Guide or in other Documentation.
- "QSS and/or its Representatives" means any one or more of QSS, its Affiliates (including but not limited to Research In Motion Limited), or their respective directors, officers, employees, agents, suppliers or Contractors.
- "Software" means any computer code (in whatever form), and its associated interfaces and developer documentation (including but not limited to reference specifications e.g. POSIX, read-me files, installation notes, and release notes that are provided in or for the Software) (separately referred to as "Documentation"), included in any component of the QNX Product Portfolio made available to you by QSS or an authorized QNX distributor, with a corresponding Development License Certificate, for use under this License. It includes but is not limited to:
 - (a) Commercially Released Software,
 - (b) Experimental Software,
 - (c) any Updates that QSS authorizes you to access and use under this License, and
 - (d) any other software expressly licensed to you by QSS pursuant to this License.

- "Source Code" means the human readable form of computer software code, including but not limited to any source code comments, design documentation, and corresponding build scripts and make files.
- "Target System" means any hardware or software product for embedded devices within the scope of Permitted Use into which QNX Runtime Components have been wholly or partially integrated that: (a) significantly enhances the function and value of the Software, and (b) has substantially different principal purposes than those of the Software and of other components of the QNX Product Portfolio.
- "Update" means any new version of a Software component that provides error corrections (separately referred to as a "Patch Release"), functional enhancements and/or performance improvements which are issued in Medial (6.x) or Minor (6.x.x) Software updates, or in any intervening maintenance releases (including but not limited to service packs and patch releases) to Commercially Released Software.
- "you" means the individual who, or entity that, accepted and agreed to be bound by the terms and conditions of this License.

2. DEVELOPMENT LICENSE. Subject to the terms and conditions of this License, QSS hereby grants to you a limited, non-exclusive, personal, non-sublicensable, non-transferable and indivisible license for the specific activities and purposes authorized in Sections 3 (Authorized Activities) and 4 (License Classes) below, provided they fall within the scope of Permitted Use:

(a) under copyrights owned or sub-licensable by QSS, to reproduce the Software and to modify and/or supplement the Software made available to you by QSS in Source Code form, and

(b) under patent claims, owned or sub-licensable by QSS without QSS or any QSS Affiliate having to make any additional payment to any third party, and that are embodied in the Software as delivered by QSS, to make and use the Software and derivative works of the Source Code.

Certain features of the Software may require additional patent or copyright licenses not included in this License. For Commercially Released Software these cases are noted in the License Guide, and include but are not limited to features of the QNX Aviage Multimedia Suite (e.g., audio and video codecs) and features obtained from other software or hardware vendors (e.g., drivers for devices such as wireless modems). QSS only licenses to you the patent and copyright rights that it owns or that it can sub-license under the terms and conditions of this License without QSS or any QSS Affiliate having to make any additional payment to any third party. It is your responsibility to identify and secure any other license rights necessary to make, use, import or sell any product or system that contains or uses any Software that QSS has identified to require additional patent or copyright rights (also see Section 16 (Third Party Licenses)).

Notwithstanding the foregoing, if any Software license granted to you has expired or has been previously terminated, then no license to use the Software is granted to you under this License. In such case you should contact licensing@qnx.com.

3. AUTHORIZED ACTIVITIES. The Software is licensed only for the specific development activities below when used within the scope of Permitted Use for purposes listed under the applicable License Class in Section 4 (License Classes):

(a) installing the Software on, and following normal backup and archiving practices for, one developer's Development Seat per License Key,

(b) using the Software on such authorized Development Seats in order to create, compile, link, install and use QNX Runtime Components, derivative works of Software provided in Source Code form, and new or existing applications or modules as required to develop, evaluate, test, maintain and/or support Target Systems, and

(c) installing and using QNX Runtime Components, or software created pursuant to Section 3(b), on up to five (5) Target Systems per corresponding License Key in order to develop, evaluate, test, maintain, support and/or demonstrate and promote Target Systems.

4. LICENSE CLASSES. You qualify for one of the following licenses by completing a registration form at http://www.qnx.com/ and obtaining the appropriate License Key from QSS, and by using the Software only within the scope of Permitted Use and for the purposes expressly authorized below. QSS may require written confirmation of your ongoing license qualifications to use this License within ten (10) days of sending you notice.

4.1. EVALUATION LICENSE. You have an "Evaluation License" if you activate your Development Seat with an Evaluation License Key obtained from QSS after confirming your qualifications during registration. With an Evaluation License you may use the Software for the following purposes, which may be for commercial purposes given your Evaluation License Keys are time limited:

(a) researching the capabilities of QNX Product Portfolio components and determining the suitability of QNX Runtime Components for use in Target Systems, and

(b) conducting exploratory development or proof-of-concept prototyping of Target Systems.

FOR GREATER CERTAINTY, AN EVALUATION LICENSE DOES NOT AUTHORIZE YOU TO USE THE SOFTWARE FOR INTERNALLY APPROVED COMMERCIAL TARGET SYSTEM DEVELOPMENT.

4.2. NON-COMMERCIAL DEVELOPER LICENSE. You have a "Non-Commercial Developer License" if you activate your Development Seat with a Non-Commercial Developer License Key obtained from QSS after confirming your qualifications during registration. With a Non-Commercial Developer License you may use the Software for the following purposes, but only to the extent and for so long as your use continues to be for non-commercial purposes:

(a) for personal activities, for experimentation, and for self-training purposes. This includes researching the capabilities of QNX Product Portfolio components, determining their suitability for use in non-commercial projects, extending hardware or peripheral support for the QNX Neutrino RTOS, developing new applications for, or porting existing applications to, the QNX Neutrino RTOS or the QNX Momentics Tools and demonstrating Target Systems to others, provided that you do not leave copies of Software with third parties. IT DOES NOT INCLUDE ANY USE IN OR FOR ANY COMMERCIAL UNDERTAKING; and

(b) to use the Software to work with other authorized and licensed QNX Product Portfolio developers to facilitate teamwork in not-for-profit academic development labs or in non-commercial group projects. This includes use by students and faculty members in their research and course work. IT DOES NOT INCLUDE USE TO CONDUCT RESEARCH OR DEVELOPMENT IN OR FOR A COMMERCIAL UNDERTAKING. Conducting any type of research, development or consulting for a fee or consideration in kind shall be considered a commercial undertaking for the purpose of this License.

4.3. ACADEMIC FACULTY LICENSE. Academic Faculty Licenses may be available from QSS under specially tailored terms and conditions once QSS has confirmed your qualifications and your requirements. Please contact licensing@qnx.com for further information.

5. AUTHENTICATION.

- 5.1 LICENSED USER INFORMATION. In order to install and/or activate the Software certain machine-specific information as well as the licensed developer's email address ("Licensed User Information") is sent to QSS at the time of activation and/or periodically thereafter. Licensed User Information may include but is not limited to software identification numbers, MAC addresses, UUIDs, IP addresses, identification numbers set by manufacturers of your hardware and/or identification numbers related to your host operating system. Except for the licensed developer's email address, QSS does not collect any personally identifiable information during activation. QSS may collect Licensed User Information at any time and may use Licensed User Information for the purposes of verifying compliance with the terms and conditions of this License (including but not limited to those in Sections 5.2 (Usage Reports), and verifying compliance with the terms and conditions of any other agreements between you and QSS relating to software provided by or on behalf of QSS, but QSS will otherwise treat such Licensed User Information as your Confidential Information pursuant to Section 13 (Confidential Information).
- 5.2 USAGE REPORTS. QSS may require from time to time, upon at least ten (10) days' notice, that you provide a written report that includes:

(a) the email address of the current named user for each Development Seat,

(b) the physical and computer address(es) where the Software is and/or has been deployed,

(c) a description of the Software, including but not limited to the corresponding version(s) being used,

(d) the activities and projects for which the Software is being and/or has been used,

(e) certification that the components of the QNX Product Portfolio that you have licensed have been installed and used only on the authorized number of Development Seats and Target Systems, and have been used only for authorized purposes and by authorized developers, and

(f) confirmation that Software copies have been destroyed in accordance with Section 17.3 (Implications of Termination) upon the termination of any of your license rights. You (or an authorized signatory if you are a legal entity) agree to sign the reports to confirm their completeness and accuracy. QSS may also require you (or an authorized signatory if you are a legal entity) to complete and return a compliance certificate on an annual basis.

- 6. PROHIBITED ACTIVITIES. You will not, and will not assist, permit or enable any other party to:
- (a) Decompile, disassemble, decrypt, extract, unbundle, translate, or otherwise attempt or assist others to reverse engineer any part of the Software except as permitted by an open source license applying to a specific part of the Software, or except to the extent that QSS is expressly precluded by law from prohibiting these activities. Except for published Source Code files that are expressly identified by QSS as open source software, the Software IS NOT OPEN SOURCE. To the extent permitted by applicable open source license(s), any License Guide/Third Party Terms List or other references identifying applicable open source license terms for the Software apply only to the original open source code used by or for QSS or its licensors and not to any pre-existing code modified using or combined with such open source code, or any new interests in derivative works created from such open source code;
- (b) Alter, remove, or cover any trademark, logo, proprietary or licensing notices, labels, or marks in or on any part of the Software. You agree to exercise reasonable efforts to ensure that all whole or partial copies of the Software bear the same notices, labels, and marks contained in or on the original Software;
- (c) Allow shared use of: (i) Software on Development Seats, or (ii) Development License Certificates or License Keys;
- (d) Disclose or distribute to any others Development License Certificates or License Keys, use unauthorized Development License Certificates or License Keys, or circumvent the key activation mechanisms contained in the Software or at Foundry27. You agree to treat the Development License Certificates, and all associated License Keys as QSS Confidential Information pursuant to Section 13 (Confidential Information);
- (e) Directly or indirectly import or export the Software to or from any country in contravention of the laws of that country, or the laws of Canada or the United States. Without restricting the foregoing, you may not directly or indirectly import, download, export, transmit or transfer the Software to: (i) any country prohibited by United States and/or Canadian laws and regulations, (ii) any person or entity prohibited from receiving United States and/or Canadian exports (including but not limited to those involved with missile technology or nuclear, chemical or biological weapons and those on US government restricted persons/entities lists - see http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm), or (iii) any country which requires an import or use license permit or authorization for encryption technology ("Import License") except after obtaining all required Import Licenses. You represent and warrant to QSS that you are not in or a resident of one of the restricted countries, and that you are not one of the restricted individuals or entities (or controlled by one of the restricted individual or entities) referred to above. You understand that the import or export of the Software may be regulated by some governments due to the Software's encryption capabilities. You acknowledge that any export classification in respect of the Software made by QSS shall not be construed as a representation or warranty regarding the proper export classification for the Software or whether an export license or other documentation is required for your exportation of the Software. You accept sole responsibility to ensure that your export, import and use of the Software complies with all applicable laws;
- (f) Use the Software in any application in which death, personal injury, or severe physical or property damage is a foreseeable consequence of Software use or failure ("High-Risk

Applications") including but not limited to in the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation, flight control or communications systems, air traffic control systems, weapon systems, and life-support machines. QSS EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR HIGH-RISK APPLICATIONS; or

(g) Use the Software to pursue any formal qualification, certification, or designation for the Software, unless it is for a specific end user device or unless QSS has provided its express written consent.

7. PRESERVATION OF RIGHTS. You agree not to directly or indirectly grant, or purport to grant, to any third party any rights or immunities under QSS' or its licensors' intellectual property rights in the Software that would subject such intellectual property to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the Software be: (a) disclosed or distributed in Source Code form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge.

8. THIRD PARTY RESTRICTIONS. Components of the QNX Product Portfolio contain elements of third-party software that are licensed to QSS (and are therefore provided to you) for limited purposes under terms and conditions that differ from those in this License. Such licenses include but are not limited to:

(a) the Eclipse Public License ("EPL"), GNU Public License ("GPL"), Lesser GNU Public License ("LGPL"), Mozilla Public License ("MPL"), and other open source licenses;

(b) third party licenses that impose restrictions on use, copying, authorized purposes, etc. and/or supplemental obligations. Examples of affected products include but are not limited to: board support packages or individual device drivers that are limited to use with specific hardware manufacturers' products, and components of the QNX Aviage HMI Suite and of the QNX Aviage Multimedia Suite; and/or

(c) third party licenses that impose restrictions that limit use of the Software to use solely for demonstration and internal evaluation/trial purposes.

Those third party license terms, and any notices required to be provided by those third party licensors, are set out for: (i) Commercially Released Software in the License Guide and/or the corresponding Third Party Terms List, and (ii) Experimental Software at the applicable download site, in or with the agreement or authorization it was provided under, or in the corresponding Source Code. You are solely responsible for ensuring that limited-use software is not used outside of the limits stated. Updated License Guides and Third Party Terms Lists may be issued for each new version of the Software. You are solely responsible for reviewing and complying with new versions if you adopt Software updates. You are also responsible for reviewing any available Source Code, corresponding Documentation and download site notices for Experimental Software for any supplementary terms and conditions that apply. You acknowledge and agree that QSS can disclose to third party licensors that you have received a copy of their technology.

9. OWNERSHIP AND RESERVATION OF RIGHTS. The Software is protected by intellectual property laws including but not limited to copyright laws, both locally and internationally. The Software is not sold but is licensed to you on the terms and conditions set forth in this License. QSS and its licensors retain all rights, title and interests in and to the Software (including but not limited to any elements of the Software embodied in the derivative works you create, and any

elements of the Software that are derivative works created by or for QSS or its licensors from or using open source software) and reserve all rights in the Software not expressly licensed by this License, including but not limited to copyrights, patent rights and rights in Confidential Information. Subject to all underlying rights of QSS and its licensors in the Software, and to the terms and conditions of this License, all other rights, title and interests in and to any derivative works of Software and other application software that you may develop pursuant to this License will be retained by you. No trademarks or service marks of QSS or its licensors are licensed by this License, and you understand and agree that QSS trademarks or service mark may not be applied to your goods or services without the express written permission of QSS.

10. FEEDBACK, QSS welcomes suggestions, comments or other feedback about its products and services (e.g., regarding their utility, reliability, or performance) and your user experience with the Software, as well as any bug-fixes, features, functionality or enhancements you would like to see in future versions ("Feedback"). You agree that all Feedback is and will be given entirely voluntarily and, even if designated as confidential, will not create any confidentiality obligations for QSS. You represent and warrant that you will not provide any Feedback that you know or have reason to believe might infringe any third party intellectual property rights or misappropriate any third party confidential information or trade secrets. Except as expressly stated above, any Feedback you provide will be considered to be provided "as is" without any warranty or condition of any kind, whether express or implied. If you require QSS to enter into an intellectual property license to use any Feedback then, either at the time of providing your Feedback or within ten (10) business days thereafter, you will notify the person to who you are providing the Feedback and will provide notice to QSS' licensing group at licensing@gnx.com. In the absence of such notification you hereby grant to QSS a worldwide, non-exclusive, perpetual, irrevocable, directly and indirectly sub-licensable, paid up and royalty free right and license to exploit the Feedback in any manner and for any purpose including without limitation to make (or have made), develop (or have developed), modify (or have modified), reproduce (or have reproduced), use (or have used), import or export (or have imported or exported), offer for sale or sell (or have offered for sale or have sold), license (or authorize others to license) and distribute or otherwise dispose of (directly and indirectly) as part of any of QSS' or its Affiliates' business, technology, products or services, and to grant others the right to do any of the foregoing.

11. U.S. GOVERNMENT RIGHTS. Notwithstanding any agreement with a third party or any provision of law, regulation or policy, if you are any agency of the government of the United States of America, then your rights in respect of the Software shall not exceed the rights provided under this License, unless expressly agreed upon by QSS in a written agreement between you and QSS and signed by a signing officer of QSS.

12. NO SUPPORT. Support from QSS is only available under separate agreement and is not included in this License.

13. CONFIDENTIAL INFORMATION.

13.1. In this License:

"Confidential Information" means any information in any form or medium: (a) that is proprietary or confidential to the disclosing party ("Discloser"), its Affiliates, or to their respective customers, suppliers or other business partners, including without limitation information that is embedded in or related to Discloser's products or services, or to the

development, testing or commercial exploitation thereof; (b) that is either specifically identified as confidential prior to or at the time of its disclosure, or would generally be considered confidential in the embedded software industry; and (c) that is directly or indirectly disclosed to the receiving party ("Recipient") by or on behalf of Discloser, or to which Recipient is otherwise provided access by Discloser or on Discloser's behalf. QSS Confidential Information includes without limitation: (i) Software Source Code; (ii) Experimental Software, in any form, that has been made available to you at a password restricted site, including but not limited to the myQNX.com download center and password protected parts of Foundry 27; (iii) myQNX.com and Foundry27 user account information, access ID's and passwords, (iv) Development License Certificates and License Keys, and (v) any benchmarking information for Experimental Software generated by or for you.

"Trade Secret" means Confidential Information that is proprietary technology information (including but not limited to Source Code, algorithms, formulae, methods and processes), the disclosure of which to unauthorized third parties could cause Discloser to suffer a significant loss of competitive and/or commercial advantage in its markets.

- 13.2. DISCLOSURE, USE AND REPRODUCTION. Except as specifically provided herein, Recipient shall hold all Confidential Information in confidence in accordance with the terms of this License. Recipient shall use and reproduce Confidential Information only to the extent reasonably required to fulfill the purpose of this License. Recipient may provide access to Confidential Information to, and authorizes the use and reproduction of Confidential Information by, Recipient's employees, Recipient's Affiliates for use by their employees, and Recipient's Contractors or Recipient's Affiliates' Contractors for use by their employees, but in each case only as reasonably required to fulfill the purpose of this License, and provided that: (a) all such persons have a need to know the Confidential Information and have entered into confidentiality agreements with terms and conditions that afford no less protection to the Confidential Information than the terms and conditions of this License, and (b) all acts or omissions of such persons will be deemed to be Recipient's acts or omissions. Recipient will always remain responsible to Discloser for the full performance of the terms and conditions of this Section 13 by all persons to whom Recipient directly or indirectly discloses Discloser's Confidential Information.
- 13.3. OTHER DISCLOSURES. In addition to the disclosure rights in Section 13.2 (Disclosure, Use and Reproduction), Recipient may disclose Confidential Information if and only to the extent:

(a) it is required to do so by law, provided Recipient gives Discloser sufficient notice to enable it to seek an order limiting or precluding such disclosure; or

(b) an authorized signatory of Discloser provides Discloser's explicit prior written authorization.

- 13.4. STANDARD OF CARE. Recipient shall use a reasonable degree of care to prevent the unauthorized use, reproduction or disclosure of Confidential Information, which care shall not be less than the degree of care that Recipient uses to protect its own Confidential Information of a similar nature.
- 13.5. SECURITY FOR SOURCE CODE. You must store any copies of Software Source Code on computers and/or networks that are secured by controls employed by you for materials reasonably considered to be trade secrets or otherwise highly confidential.
- 13.6 EXCLUSIONS. Information that Recipient can establish:

(a) is presently known or becomes known to Recipient or its authorized disclosees from an independent source without obligations of confidence,

(b) is in or enters the public domain after the date of initial disclosure to Recipient through no fault or act of Recipient or its Affiliates, or their Contractors,

(c) was independently developed by or on behalf of Recipient or its authorized disclosees, or

(d) is Feedback provided pursuant to Section 10 (Feedback) shall not be considered Confidential Information under this License.

- 13.7 CONFIDENTIALITY PERIOD. Recipient's duties with respect to Confidential Information under this License will expire five (5) years after the end of this License (except for Trade Secrets, which shall remain subject to the terms of this License for so long as they constitute Trade Secrets).
- 13.8 RETURN OF CONFIDENTIAL INFORMATION. Upon termination of this License, and upon Discloser's written request, Recipient shall promptly return all Confidential Information received from Discloser (including without limitation all copies thereof and any summaries of orally disclosed information in Recipient's or its authorized disclosees' possession or control) or will certify through an authorized signatory of Recipient that all such Confidential Information has been destroyed. Failure of the Discloser to make such request shall not entitle Recipient to make any further use of Confidential Information, or otherwise extend Recipient's rights after termination of this License, and Recipient specifically agrees to cease any further use of Discloser's Confidential Information. Any electronic copies made as part of Recipient's standard backup and archival practices shall be excluded from the obligations of this Section; however, this License shall continue to apply to such Confidential Information, including but not limited to any restored copies thereof. The provisions of this Section shall survive termination of this License for any reason. Recipient may retain one copy of Discloser's Confidential Information in the confidential, restricted access files of its legal department for use only to prove compliance with the terms of this License.
- 13.9 REMEDIES. Recipient acknowledges and agrees that:

(a) the Confidential Information has been developed at significant cost and has important commercial value to Discloser, its Affiliates or to their respective customers, suppliers or other business partners;

(b) knowledge of all or any part of the Confidential Information may constitute insider information under securities laws or yield a competitive advantage over others not having such knowledge; and

(c) disclosure or inappropriate use of Confidential Information could cause Discloser irreparable harm and that therefore Discloser will have the right to seek, in addition to any of its other rights and remedies, injunctive relief for any violation of this License without posting bond, or by posting bond at the lowest amount required by law.

13.10 RESIDUALS. The confidentiality obligations of this License shall not apply to Residual Information. In this License "Residual Information" means general technical non-public knowledge, experience, know-how or information in a non-tangible form that is retained in

the unaided memories of Recipient's or Recipient's disclosees' employees to whom Confidential Information is disclosed under this License, where such employees are not consciously aware that this information forms part of the Confidential Information. An employee's memory will be considered to be unaided if they have not intentionally memorized Confidential Information for the purpose of retaining and subsequently using or disclosing it. The Parties each acknowledge and agree that this Residual Information exception is intended only to alleviate the possibility of inadvertent breach of the obligations of this License.

14. NO WARRANTY.

- 14.1 BACKGROUND. The QNX Runtime Components comprise parts of a general purpose modular real-time operating system that is provided for use in a variety of vertical markets, on a range of hardware platforms and for a diverse set of Target Systems. You will select a subset of these modules for use in your unique hardware and software environment to implement certain desired functionality and performance characteristics. Ultimately, you may find that you cannot achieve your desired results. While QSS is committed to providing a versatile and reliable product, it does not warrant that the Software will function in accordance with its documentation in every combination of hardware platform, software environment and software configuration. You acknowledge that errors are likely to be encountered when the Software is used in your particular application. You therefore accept responsibility for satisfying yourself that the Software is suitable for your intended use. This includes conducting rigorous testing of the Software, in combination with your derivative works and value-added software application(s), on your target hardware platform. It also includes thorough hazard and risk analysis and risk mitigation at the system level to determine whether faults could impact the functional safety of your Target System. The system design, system validation and the decision to release Target Systems are all matters solely within your control. These are decisions that can fundamentally impact the functional safety of the system being deployed, over its entire life cycle. QSS offers support plans and custom engineering services, under separate agreements, to help developers identify and solve particular Software implementation and integration issues.
- 14.2 AVAILABILITY AND USE OF EXPERIMENTAL SOFTWARE. QSS makes both Commercially Released Software and Experimental Software available to you primarily at the myQNX.com download center and/or at the Foundry27 web site (although other delivery mechanisms may be used from time to time). The myQNX.com download center is QSS' on-line source for Commercially Released Software updates. Foundry27 is where QSS posts Experimental Software.

For example, projects on Foundry27 may post experimental, alpha and beta milestone builds for components that may be included in upcoming commercial releases; whereas, Software updates that include the commercially released versions of a Foundry27 project's components are made available only to commercial licensees from the myQNX.com download center. Experimental Software from QSS, including but not limited to unsupported BSPs, drivers and sample Source Code, as well as trial tool and runtime components, are usually made available on Foundry27. However, if third-party distribution restrictions prohibit such postings, then QSS may have to offer certain Experimental Software as myQNX.com portal downloads. You acknowledge that you must always review any available Source Code, corresponding Documentation (including but not limited to new License Guides and Third Party Term Lists, and release notes) and download site notices to confirm the release status and any supplementary terms and conditions or other third party licensing considerations relating to Foundry27 and myQNX.com downloads (see Section 8 Third Party Restrictions).

QSS offers you access to experimental milestone builds in order to give QNX developers the earliest possible access to the latest QNX Product Portfolio technology and bug-fixes. Other Experimental Software is offered as a means of accelerating your development by leveraging other source or binary code. Many developers will migrate during their development cycle from QSS' Experimental Software releases to corresponding Commercially Released Software as it becomes available. Others may decide to ship Experimental Software, after thoroughly testing the stability of such code and/or assessing the maturity of any milestone builds.

EXPERIMENTAL SOFTWARE MAY HAVE KNOWN DEFICIENCIES, MAY NOT HAVE BEEN FULLY OPTIMIZED AND TESTED, MAY NOT BE SUPPORTED BY QSS AND MAY BE UNRELIABLE. EXPERIMENTAL SOFTWARE IS MADE AVAILABLE TO YOU STRICTLY ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. IN NO EVENT WILL QSS AND/OR ITS REPRESENTATIVES BE LIABLE UNDER ANY CAUSE OF ACTION WHATSOEVER FOR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE ANY EXPERIMENTAL SOFTWARE.

14.3 NO WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE LICENSED UNDER THIS QNX EVALUATION, NON-COMMERCIAL & ACADEMIC END USER LICENSE AGREEMENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. QSS DOES NOT WARRANT AND NOTHING IN THIS LICENSE IMPLIES ANY WARRANTY THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY ERRORS FOUND WILL BE CORRECTED.

- 14.4 SURVIVAL. This Section 14 (No Warranty) will survive the termination of this License for any reason and will apply notwithstanding the failure of essential purpose of any limited remedy.
- 15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QSS AND/OR ITS REPRESENTATIVES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF OR RELATING TO ANY USE OR INABILITY TO USE SOFTWARE, EVEN IF QSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF QSS AND/OR ITS REPRESENTATIVES TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). THIS SECTION 15 (LIMITATION OF LIABILITY) WILL SURVIVE TERMINATION OF THIS LICENSE FOR ANY REASON AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS LICENSE CONSTITUTE AN ESSENTIAL ELEMENT OF THIS LICENSE IN THE ABSENCE OF WHICH: (A) THE TERMS IN THIS LICENSE WOULD BE SUBSTANTIALLY DIFFERENT; AND (B) QSS' ABILITY TO OFFER AND YOUR ABILITY TO OBTAIN THE SOFTWARE OR ANY PORTION THEREOF UNDER THIS LICENSE WOULD BE IMPAIRED.

16. THIRD PARTY LICENSES. Certain QNX Runtime Components may enable Target Systems to produce or reproduce (including but not limited to by ripping), copy, perform and/or display multimedia content (e.g., audio, images, video). The required intellectual property license rights necessary to use or offer devices with such capabilities will vary, depending on factors such as the intended use of the device, the types of content involved, the markets in which the device is used or sold, etc. You are solely responsible for determining all such requirements and making all of the arrangements (e.g., obtaining licenses, paying copyright collectives' fees, limiting the device functionality in some markets, etc.) necessary to make, use, import, distribute and/or sell your Target Systems, and/or to offer related services (to the extent permitted by the terms and conditions of this License), in all of your direct or indirect markets. Further, you agree to indemnify and hold QSS and/or its Representatives harmless from all Damages, and any reasonable costs and expenses incurred (including but not limited to reasonable lawyer's fees and disbursements), relating to any third-party action against QSS and/or its Representatives based on intellectual property infringement caused by making, using, importing, distributing and/or selling your Target Systems, and/or offering related services, in any of your direct or indirect markets.

17. TERMINATION.

- 17.1 TERM. The term of this License will continue until terminated pursuant to Section 17.2 (Termination).
- 17.2. TERMINATION. This License will terminate immediately upon your failure to meet the qualifications for a License Key for one of the License Classes listed in Section 4 (License Classes), your breach of any one of the prohibitions in Section 6 (Prohibited Activities), or upon the expiration of your License Key, whichever occurs first. QSS may terminate this License upon thirty (30) days' notice to you of your breach of a material term herein. You may terminate this License at any time for any reason. QSS may immediately terminate your rights to the Software, in whole or in part, if QSS reasonably believes the Software infringes intellectual property rights or misappropriates trade secrets of a third party and QSS has been unable to either procure for you the right to continue using the Software for free, or replace or modify the infringing Software with free non-infringing software of comparable function.
- 17.3 IMPLICATIONS OF TERMINATION. Upon termination of this License, you will immediately destroy the original and all whole or partial copies of the Software, License Keys and Development License Certificates used under this License that are in your possession or control. The provisions of this License that are expressed or by their sense and context are intended to survive the termination of this License will survive, including but not limited to Sections 1 (Definitions), 5 (Authentication), 6 (Prohibited Activities), 7 (Preservation of Rights), 8 (Third Party Restrictions), 9 (Ownership and Reservation of Rights), 10 (Feedback), 11 (U.S. Government Rights), 13 (Confidential Information), 14 (No Warranty), 15 (Limitation of Liability), 16 (Third Party Licenses), 17 (Termination), 18 (Patent Nonassert), 19 (Governing Law), 20 (Assignment), 22 (Entire Agreement/Modifications), 23

(Interpretation) and 24 (Notice). Termination is without prejudice to any right or remedy that may have accrued, or be accruing to either Party prior to termination.

18. PATENT NON-ASSERT. You agree that you will not, and will not assist, permit or enable any other party, to use Software Source Code or any other QSS Confidential Information, or any part thereof for the purpose of:

(a) preparing, filing, amending, modifying or prosecuting any patent applications,

(b) evidencing any alleged, suspected or claimed infringement of intellectual property rights, and/or

(c) mapping or reviewing any product, service, technology, architecture or specification against patents, patent applications, claim charts or similar material. Further, you also agree that you will not, and will not assist, permit or enable any other party to: (i) assert or threaten to assert during the term of this License any patent, or (ii) assert or threaten to assert at any time any patent that was developed, in whole or in part, based upon or using the Software Source Code or any other QSS Confidential Information, or any part thereof, against QSS or its Affiliates, or their resellers, distributors and channel partners, manufacturers, repair facilities or end users to the extent that any patents are directly or indirectly infringed by the making (and/or having made), using (and/or having used), fielding (and/or having fielded), designing (and/or having designed), packaging (and/or having packaged), testing (and/or having tested), assembling (and/or having assembled), and/or otherwise disposing of (and/or having disposed) any QSS or QSS Affiliate product or QSS or QSS Affiliate service for the full-life of such patents. All obligations contained in this Section 18 shall run with applicable patents, if any, and shall be binding on any successors-in-interest or assigns thereof. Any attempted assignment or grant in contravention to this Section 18 shall be null and void.

19. GOVERNING LAW. This License will be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada, without regard to the conflicts of laws provisions thereof. The parties hereby irrevocably waive (i) the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and (ii) any right to a trial by jury regarding the resolution of any dispute between the parties hereto arising out of or in connection with this License.

20. ASSIGNMENT. You may not assign or transfer this License, License Keys, or Development License Certificates, or assign any rights or delegate any obligations under this License, without the prior written consent of QSS. An assignment will be deemed to include any merger (if you are a corporate entity) with another party, whether or not you are the surviving entity, the acquisition of more than 50% of any class of your voting stock by another party, or the sale of more than 50% of your assets. Any attempted assignment or delegation in violation of the foregoing will be void and of no effect. This License will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

21. EXECUTION AND ACCEPTANCE. Nothing but this License (or any other written agreement between you and QSS) authorizes you to undertake any of the activities described in this License, and doing so in contravention of these terms and conditions constitutes breach of contract and/or copyright or patent infringement. When you enter your License Key to unlock the Software this

License will be displayed for your review and acceptance. Choosing "I ACCEPT" during that process constitutes your execution and acceptance of this License.

22. ENTIRE AGREEMENT/MODIFICATIONS. This License, including but not limited to the License Guide and Third Party Terms List, and the corresponding Development License Certificate(s) constitutes the entire agreement between the parties pertaining to its subject matter and cancels and supersedes any prior or contemporaneous agreement, discussion, correspondence, statement, representation, negotiation, understanding, undertaking or agreement dealing with the same subject matter. The provisions of this QNX Evaluation, Non-Commercial & Academic End User License Agreement will prevail in the event of a conflict between any of its terms and conditions and the provisions of the License Guide or Third Party Terms List, or any inconsistent or additional terms or conditions of related purchase orders or invoices. No amendment, modification or waiver of any part of this License will be binding unless in a written document that expressly refers to this License and that is signed by authorized signatories of both parties.

23. INTERPRETATION. The divisions and headings in this License have been included for convenience only and will not affect its construction or interpretation. Any provision of this License that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

24. NOTICE. All notices required or permitted to be given under this License shall be in writing and shall be delivered: (a) to QSS by mail or courier to the attention of the "Legal Department" at the address at the beginning of this License, with a copy by email to licensing@qnx.com, and (b) to you by sending a copy to the address (including but not limited to your email address) that you provided for delivery of your Development License Certificate(s) and/or the address you provided for your myQNX.com registration.

25. CUSTOMER EXPERIENCE. QSS may contact you to ask about your impressions of the Software, the QNX Product Portfolio, myQNX.com and/or Foundry27. You are not obligated to provide any answers, but we hope you will give us the opportunity to address any shortcomings you perceive by providing your feedback.

26. LANGUAGE. This Agreement has been drafted in the English language at the express request of the parties. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés en anglais.

(C) 2010-2012, QNX Software Systems Limited and Research In Motion Limited. All rights reserved. QNX, Momentics, Neutrino, Aviage, Photon, Photon microGUI and Foundry27 are trademarks of QNX Software Systems Limited, which are registered and/or used in certain jurisdictions. All other trademarks belong to their respective owners.

Document Version: NCEULA.v010.Jun6-12