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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 microkernel architecture provides an extensible operating system framework based on the foundational components of the Kernel, System Libraries and Frameworks. Additional operating system services are implemented by plugging in other software modules (e.g., networking, file systems, 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 CAR application platform and QNX (R) Aviage (R) 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".

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The QNX Momentics Tools and QNX Neutrino RTOS components (collectively, the "Software Development Platform" or "SDP") are initially delivered together and are licensed either on a named-user

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In the case of QNX CAR 2, the SDP and QNX application platform Middleware are made available by QSS from time to time in "Reference Releases", which are comprised of a collection of Commercial Release-Candidate Software components and Experimental Software components (both of these terms are defined below). The Commercial Release-Candidate Software components adopted by QNX CAR 2 OEM customers can become fully qualified as Commercially Released Software by undergoing the necessary QSS quality management system processes prior to the commercial deployment of corresponding QNX Runtime Components in OEM Target Systems.

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 or its hardware partners in binary form for supported processors and peripherals or, alternatively, which may be developed from scratch or derived from QSS- or partner-supplied sample source code and/or your own 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 you will choose a subset of QNX Runtime Components ("Runtime Configuration") to include in your 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 quite possible that your Target System's Runtime Configuration will change over time.

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All obligations contained in this Section 18 shall encumber and 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.

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- (b) 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.

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#### SCHEDULE A: STANDARD SUPPORT ADDENDUM

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A-0. BACKGROUND. This Schedule A: Standard Support Addendum ("Schedule A"), together with the other terms and conditions of this QNX Commercial Software License Agreement, provides the terms and conditions upon which QSS will provide you with the maintenance and support services described below ("Standard Support") for the Software. Schedule A is incorporated into the QNX Commercial Software License Agreement. All defined terms in other parts of this License will have the same meanings in this Schedule A.

A-1. SUBSCRIPTION. Your Standard Support subscription applies to the Software, subject to your payment when due of all applicable Standard Support subscription fees specified for the first subscription year on your Software Invoice and subsequently on corresponding subscription renewal invoices ("Standard Support Invoices"). Standard Support subscriptions:

- (a) are Development Seat and product-specific,
- (b) may not be renewed once expired, and
- (c) are included in the annual fees for Software licensed on a subscription basis.

A-2. SERVICES. During your Standard Support subscription QSS will provide you with "Help-Desk Services" for the current version of the Commercially Released Software by delivering person-to-person telephone-, email-, or web-based assistance with:

- (a) installation and configuration issues,
- (b) understanding the functionality and behavior of specific parts,
- (c) isolating problems you encounter by verifying whether or not they are Errors,
- (d) providing you with patches or work-arounds for known Errors, and
- (e) submitting problem reports for confirmed Errors that do not have current solutions.

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A-3.1 GENERAL. For the purpose of this License, Updates:

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- (b) may not be shared with any other persons, unless they are entitled to use them under their own QSS license,
- (c) do not include any major Software releases (e.g., QNX 4 to QNX 6),
- (d) do not include unlicensed QNX Product Portfolio components or technologies (e.g., the availability of Experimental Software will not entitle you to free CRC Software or Commercially Released Software versions if additional license fees apply), and
- (e) do not include any new components, technologies or features that require QSS to pay additional third party fees.

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.

A-3.3 DISTRIBUTION. In addition, for the purpose of any distribution license (see Section C-2 (Distribution License) of Schedule C), Updates:

- (a) may only be included if you maintained continuous subscriptions to Standard Support for the applicable Software that entitled you to receive and use Updates for each active



Development Seat used for Target System development, integration testing, maintenance, support and enhancement;

- (b) may only be used in association with licensed Target Systems;
- (c) do not include features that were formerly offered by QSS in separate royalty-bearing QNX Runtime Components but that are now bundled into a single QNX Runtime Component that have a greater list price; and
- (d) do not include any new components, technologies or features that are only offered by QSS for distribution as extra-cost options.

A-4. STANDARD SUPPORT SUBSCRIPTION TERM. Each subscription is valid for Standard Support services for one Development Seat for one year. Your subscription will end on the anniversary of the first day of the month following the date of your original Standard Support Invoice, unless you first renew your subscription by delivering a purchase order to QSS for the applicable Standard Support fee(s) for the next subscription year at least thirty (30) days prior to the expiry date. All subscription fees are due in advance and are non-refundable. QSS reserves the right to withhold Standard Support if you have not paid your subscription fees, and to cease to provide Standard Support for the Software upon twelve (12) months prior notice.

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## SCHEDULE B: QNX MIDDLEWARE ADDENDUM

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B-4. 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 compliance with the terms and conditions of this License. If you have licensed QNX Middleware Software for more than one Project, you must identify all Projects 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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SCHEDULE C: RUNTIME DISTRIBUTION ADDENDUM

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C-0. BACKGROUND. This Schedule C: Runtime Distribution Addendum ("Schedule C"), together with the other terms and conditions of this QNX Commercial Software License Agreement, provides the terms and conditions upon which QSS authorizes you to distribute copies of certain QNX Runtime Components as part of your Target System, provided that you first purchase corresponding Runtime License Certificate(s) (as defined below) for the number of copies of the Runtime Configuration you require, and sign and return copies of each Runtime License Certificate to QSS. YOU HAVE NO RIGHTS OR OBLIGATIONS UNDER THIS SCHEDULE C UNLESS AND UNTIL YOU PURCHASE AND RETURN SIGNED COPIES OF RUNTIME LICENSE CERTIFICATES. This Schedule C, and all signed and returned Runtime License Certificates, are incorporated into the QNX Commercial Software License Agreement. All defined terms in other parts of this License will have the same meanings in this Schedule C. The provisions of this Schedule C will prevail in the event of a conflict between any of its provisions and other parts of this License.

C-1. DEFINITIONS. The following defined terms are added to this Schedule C and will have the same meanings throughout this License.

"EULA" means a properly completed version of the sample QNX End User License Agreement provided in Appendix I (Form of QNX Pass-through EULA for Target Systems) of this Schedule C.

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"Runtime Configuration" means a specific set of QNX Runtime Components identified in a Runtime License Certificate.

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C-11.1 If a claim is brought against QSS and/or its Representatives for Damages relating to bodily injury, death, property damage or any other injury, damage or claim arising out of the development, marketing, distribution, sale, use or inability to use or receive services for Target Systems (any one or more, "Target System Claims"), then you agree to defend QSS and/or its Representatives against such Target System Claims, and to indemnify and hold QSS and/or its Representatives harmless from resulting Damages and reasonable costs and expenses incurred (including but not limited to reasonable lawyers' fees and disbursements). QSS and/or its Representatives will:

- (a) promptly notify you in writing of such Target System Claims,
- (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 14.7 (Indemnity and Exclusions) 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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APPENDIX I TO SCHEDULE C: FORM OF QNX  
PASS-THROUGH EULA FOR TARGET SYSTEMS

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