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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 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".

More detailed QNX Product Portfolio information is available in the corresponding version-specific QNX CAR License Guide published at <http://licensing.qnx.com/document-archive/> ("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 purposes under this License. QNX Middleware products are usually delivered separately and are licensed for development purposes under this License on a project-wide basis (see Schedule B). Development licenses for each component of the QNX Product Portfolio are available on either a perpetual (paid-up license) or time limited (subscription) basis. These and other important details about your license rights in the Software are specified in the "Development License Certificate(s)" that QSS sent you when you obtained your Software license(s). Development License Certificate(s) are important documents because they define and authenticate your rights under this License. Please contact licensing@qnx.com if you have lost or misplaced yours.

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 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 quite possible that a Target System's Runtime Configuration will change overtime.

QSS licenses the QNX Product Portfolio for commercial development activities under its QNX CAR 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 CAR 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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- (a) is not an end user product or software development tool (unless it's a Momentics Tool plug in for QNX development);
- (b) runs on, interoperates with, or enables the QNX Runtime Components;
- (c) is to be made generally available and actively marketed to mutual OEM customers to create embedded end user products; and
- (d) requires significant further development to create an embedded end user device.

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- (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 (as defined in Section 21); 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.

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- (ii) non-portable gaming platforms;
- (iii) 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;
- (iv) mobile communication devices that employ Software Defined Radio technology for military use, or use by government, emergency service or public safety organizations; and
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- (b) deliver substantially the same end user feature set. A project for the development of a standard platform will initially be considered a single Project; however, each customer (internal or otherwise) that adopts the platform for further development will be considered a separate Project.

"QNX Runtime Component" means the code in binary form, or that is otherwise executable by a computer after processing or linking but without compilation or assembly, 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.

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- (c) Commercial Release-Candidate Software, and
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- (c) a description of the Software, including but not limited to the corresponding version(s) being used, and the number of Development Seats that are being or have been updated in each year of use,
- (d) the activities and projects for which the Software is being and/or has been used,
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