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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 SDK for Apps and Media, QNX CAR (TM) Platform for Infotainment and QNX Acoustics Products (as identified in the License Guide); 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 "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. Developers use the QNX Momentics Tool Suite to modify and configure Runtime Components and to develop applications to run on the QNX Neutrino RTOS. The QNX Momentics Tool Suite includes 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. For the purpose of this License any one or more of these QNX Middleware tool components and the QNX Momentics Tool Suite will be considered the "QNX Tools" to the extent you have licensed those products. Any one or more of the Runtime Components and the QNX Tools may be referred to as the "QNX Product Portfolio" (as further defined in the License Guide).

More detailed QNX Product Portfolio information is available in the corresponding version-specific QNX License Guide published at <http://licensing.qnx.com/document-archive/> ("License Guide", which is hereby incorporated into 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 Tool Suite and QNX Neutrino RTOS components (collectively, the "QNX Software Development Platform" or "QNX 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 may have a different licensing model. For example, QNX Acoustics Products are licensed for development purposes under this License on a Project (as defined in Section 1 (Definitions) below) basis (see Schedule B (QNX Middleware Addendum) and the License Guide for further details on QNX Middleware licensing). Development licenses for each component of the QNX Product Portfolio are available on either a perpetual (paid-up license) or time limited (subscription) basis, except as noted in Schedule B (QNX Middleware Addendum) (e.g., the QNX CAR Platform for Infotainment is licensed for development purposes under this License solely on a subscription basis and generally only for QNX-based automotive development projects). 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 Certificates are important documents because they define and authenticate your rights under this License. Please contact licensing@qnx.com if you have lost or misplaced your Development License Certificate(s).

QNX Neutrino RTOS developers typically use their QNX Tools and a subset of the 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 Runtime Component object code programs, libraries and utilities with files the developers have generated using their QNX 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 Runtime Components 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., by adopting Runtime Component Updates (as defined below, also see Schedule A (Maintenance & Support Addendum)), or by introducing new 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 Components will change overtime.

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 Runtime Component- or QNX Tools- based applications and 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 Runtime Components they want to offer. If you are interested in obtaining commercial development license rights please contact an authorized QSS sales representative for more information. QSS also makes the QNX Product Portfolio available to members of the QNX ecosystem under the terms and conditions of this QNX Partner 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 to enable QNX Partners to obtain QNX Tools as necessary to develop generally available products and/or services that are complementary to QNX technology. This is the "Spirit of this License". QSS is prepared to extend this QNX Partner Software License Agreement to you at a reduced cost, thereby providing many of the license rights normally only available to customers paying full price under the CSLA, provided and so long as your activities fall within the Spirit of this License and the authorized purposes, as specified below.

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- (b) runs on, interoperates with, or enables the 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.

"Project" means a team of developers at one or more sites working cooperatively to develop a single product, or a set of product variants that:

- (a) use the same Runtime Configuration(s) (including but not limited to the same BSP) and substantially the same application software stack; and
- (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.

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"Standards" means any or all of the following:

- (a) any industry standard or recommendation, including de facto standards and recommendations, whether or not such standards or recommendations have been formally established or promulgated by any governmental or industrial standard setting forum or similar body, including, without limitation, any standards or recommendations of Car Connectivity Consortium, DLNA, ITU, IEEE (including without limitation, IEEE 802.11 local

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- (b) the specifications for GSM/GPRS/EDGE (and if a device operates on any other network, the specifications for the corresponding standards for that network) adopted as a standard by ETSI, or 3GPP, 3GPP2, and/or any other relevant telecommunications standards body and any de facto standards imposed by a major operator of public subscription systems for in-country requirements (e.g. frequency spectrum availability, interconnection with pre-existing telephony networks, etc.).

"Target System" means any hardware or software product for embedded devices into which Runtime Components and Partner Products have been wholly or partially integrated that:

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- (b) has substantially different principal purposes than those of the Software, the Partner Products and of other components of the QNX Product Portfolio.

"Update(s)" means any new version of a Software component that provides error corrections (separately referred to as a "Patch"), 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 patches) to Commercially Released Software. Unless or until an Update becomes Commercially Released Software it will be considered Experimental Software.

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This includes determining the suitability of Runtime Components for use with Partner Products in Target Systems; conducting exploratory development or proof-of-concept prototyping of Partner Products and Target Systems; extending hardware or peripheral support for Runtime Components; developing new applications for or porting existing applications to the QNX Tools or to the QNX Neutrino RTOS or QNX Middleware using the QNX Tools; and demonstrating and/or promoting your Partner Products to others, provided that you do not leave copies of the Software with third parties. It does not include your use of the Software in Target Systems, or in or with Partner Products, as an end user (Runtime Component licenses may be obtained from QSS or its authorized distributors, if available for the applicable Runtime Configuration).

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