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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, including QNX SDK for Apps and Media ("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).

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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 either on a

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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 you will choose a subset of Runtime Components ("Runtime Configuration" as further defined in Schedule C (Runtime Distribution Addendum)) 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., by adopting Runtime Component Updates (as defined below, also see Schedule A (Standard 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 your Target System's Runtime Components will change over time.

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22. ENTIRE AGREEMENT/MODIFICATIONS. This License, including but not limited to the License Guide and Third Party Terms List, the Invoice accompanying the Software, the corresponding Development License Certificate(s), Schedule A (Standard Support Addendum), Schedule B (QNX Middleware Addendum), Schedule C (Runtime Distribution Addendum) and any Runtime License Certificates, constitutes the entire agreement between the parties pertaining to this subject matter and cancels and supersedes any prior or contemporaneous discussion, correspondence, statement, representation, negotiation, understanding, undertaking or agreement dealing with the same subject matter. The provisions of this QNX Commercial Software 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 any 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.

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26. LANGUAGE. This License 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.

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SCHEDULE A: STANDARD SUPPORT ADDENDUM

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, that qualifies for "Full" support in the applicable "Support Provided" column in the License Guide, by delivering 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 work-arounds for known Errors, and
- (e) submitting problem reports for confirmed Errors that do not have current solutions.

You may report and track your issues at Tech Support on the QNX support portal. Help Desk Services are for your support and are not to be used for the benefit of other developers who do not have valid Standard Support subscriptions. QSS reserves the right to publish information (including but not limited to work-arounds and fixes) relating to any issues you report for the benefit of the QNX development community, provided it does not include any details that would identify you or your customers.

A-3. UPDATES. During your Standard Support subscription QSS will provide you with access to Updates for use under the terms and conditions of this License, if the Update is made available without a new end user license agreement, and corresponding License Guide and Third Party Terms List, or under any new end user license agreement terms and conditions that are provided with the Update.

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

- (a) may only be used if they are first made available before you purchased the applicable Development License Certificate or during your corresponding Standard Support subscription,
- (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 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 (Runtime Distribution Addendum)), 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 Runtime Components but that are now bundled into a single 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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The QNX SDP, as well as QNX Middleware products, are related in that they may have dependencies on each other. For example, as illustrated in the License Guide, the QNX SDK for Apps and Media is dependent on the QNX Neutrino RTOS contained in the QNX SDP. As set forth in the License Guide, QSS licenses the QNX Acoustics Products for the QNX Neutrino RTOS and also for other operating systems, digital signal processors or other low cost processors that may not contain an operating system. If you are licensing one or more of the QNX Acoustics Product(s) for a QNX Neutrino RTOS based-system then this License applies to you. If not, then you need to refer to the appropriate agreement (contact licensing@qnx.com).

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Some of the QNX SDK for Apps and Media components contain third party technologies that require you to have your own direct license agreements in place before and for so long as QSS delivers and licenses such technologies to you ("supplementary QNX Middleware components", which include without limitation the Apple iPod Interface and QNX multimedia codec for Microsoft WMA9 - see the License Guide for more details). Some of these supplementary QNX Middleware component licensors require QSS to obtain positive proof that you have the requisite licenses in place. You represent and warrant to QSS that you and all of your authorized Contractors and Affiliates who will receive supplementary QNX Middleware component(s) are entitled pursuant to valid third party license agreements ("Prerequisite License(s)") to receive the supplementary QNX Middleware components. You acknowledge and agree that all license rights granted by QSS to you under this License to such QNX Middleware components will terminate upon termination or expiry of the corresponding Prerequisite License(s) and that you and/or your applicable Contractors and Affiliates will immediately advise QSS in writing of such termination or expiry. Upon QSS's written request from time to time during the term of this Agreement, you agree to provide QSS with reasonable written assurances, from an authorized signing authority, confirming the existence and good standing of such third party licenses.

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B-4. NO STANDARD SUPPORT. You are required to purchase separate Custom support (as defined in the License Guide) for the QNX Acoustics Products. Notwithstanding that the QNX Acoustics Products do not qualify for “Full” support in the applicable “Support Provided” column in the License Guide, the warranty pursuant to Section 14.3 (Limited Warranty of Performance) applies to the Commercially Released QNX Acoustics Products Software components that are identified as Type I Software in the License Guide. Schedule A (Standard Support Addendum) does not apply to QNX Acoustics Products. Custom support for QNX Middleware is not covered under this License but is provided for in different agreements; contact an authorized QNX sales representative for more information (see <http://www.qnx.com/company/contact/>). This License supplements and does not supersede such agreements.

B-5. DEPLOYMENT OF SOFTWARE. For the purposes of this Schedule B, Section 5.1 (Deployment of Software) of this License does not apply to the QNX Acoustics Products or the QNX Wireless Framework and is replaced by the following:

You may deploy your licensed QNX Middleware Software to the following persons provided they have purchased and/or been assigned Development Seats (and License Keys or Floating License Keys) for the QNX SDP in accordance with this License, but only to the extent and for so long as they provide software development services on your behalf for the licensed Project for QNX Acoustics Products or the QNX Wireless Framework:

- (a) your employees,
- (b) your Affiliates for use by their employees, and
- (c) your Contractors, and/or your Affiliates' Contractors, for use by their employees, but only to the extent and for so long as they provide software development services on your behalf (or on your Affiliates' behalf).

B-6. AUDITS OF SOFTWARE USE. QSS may request reports and conduct audits pursuant to the provisions of Sections 5.4 (Audits of Software Use) to Section 5.6 of this License in order to confirm compliance with the terms and conditions of this License. If you have licensed QNX Acoustics Products or the QNX Wireless Framework for more than one Project, you must identify all Projects in all reports and audits requested pursuant to this License.

B-7. ASSIGNMENT. This License may be assigned pursuant to Section 20 (Assignment) in respect of QNX Middleware products, but only to third parties in conjunction with a change of ownership, merger, acquisition, sale or transfer of all or substantially all of your business or assets relating to the Project(s) for which the QNX Middleware products are specifically licensed. In addition to the requirements set out in Section 20 (Assignment), any assignee(s) will be required to provide QSS, in advance of an assignment, with reasonable written assurances, from an authorized signing authority, confirming the existence and good standing of all applicable prerequisite third party licenses.

SCHEDULE C: RUNTIME DISTRIBUTION ADDENDUM

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 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 Schedule.

"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.

"Invoice" will include for the purpose of this Schedule C any invoice issued by QSS (or its distributor) for Runtime License Certificates you have purchased.

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

"Runtime License Certificate" means a uniquely serialized certificate issued by QSS that is provided to you in hard copy or in electronic form by QSS or by one of its authorized distributors, or pursuant to the provisions of Section 5.1 (Deployment of Software) or Section 20 (Assignment), that authorizes the creation of a specific number of copies of the Runtime Configuration identified therein.

C-2. DISTRIBUTION LICENSE. Subject to the terms and conditions of this License, and your payment when due of all applicable license fees specified on QSS's (or its authorized distributor's) invoice for the Runtime License Certificate(s) you have purchased ("Runtime License Certificate Invoice", which is hereby incorporated into this License), QSS hereby grants to you a limited, non-exclusive, personal, non-sublicenseable, non-transferable (except as contemplated in Section 20 (Assignment)) and indivisible license for the following specific activities and purposes to:

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- (c) distribute Runtime Configuration copies made under Sections C-2(a) and C-2(b) directly or indirectly to end users as part of and only for use in association with your Target System under the terms and conditions of the EULA; and

- (d) adopt and reproduce (as provided in Sections C-2(a) and C-2(b)), and to distribute (as provided in C-2(c), or pursuant to secure downloads, only to authorized end users for use in licensed Target Systems) object code copies of: (i) Patches, solely for the purpose of adopting Error corrections for use in new and existing Target Systems; and (ii) Updates, to the extent permitted pursuant to Section A-3 (Updates) of Schedule A (Standard Support Addendum).

In addition to the Prohibited Activities set forth in Section 6 of the License, you are not authorized to distribute any Software in Source Code form, except for the HTML, JavaScript, CSS, Shell script, Python and WebGL code and open source software contributions (see section C-3(b) (Third-Party License Supplements)), that form part of your Runtime Configuration.

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C-4. HIGH RISK. You may not use, or authorize others to use, any part of the Software in any application in which the failure of the Software could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including but not limited to the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. QSS expressly disclaims any express or implied warranty or condition of fitness for High-Risk Applications.

C-5. SUBCONTRACTORS & DISTRIBUTORS. Provided that you will remain responsible to QSS at all times for the full performance of and compliance with all terms and conditions of this QNX Commercial Software License Agreement, including but not limited to those of this Schedule C, you may: (i) authorize subcontractors who have been retained by you to manufacture Target Systems on your behalf to exercise your rights under Section C-2(a), C-2(b) and C-2(d) on your behalf, and (ii) sublicense your rights under Section C-2(c) to third party distributors in your indirect distribution channel. All acts or omissions of your subcontractors and distributors in relation to the terms and conditions of this License will be deemed to be your acts or omissions.

C-6. EULA. You must ensure that end users are presented with a properly completed version of the EULA, as provided in Exhibit 1 of this Schedule C, in a manner that follows the formalities necessary to make the terms and conditions enforceable under local laws for the countries in which the end users accepting the EULA reside.

C-7. LICENSE TAGS. Optional serialized electronic tags ("License Tag") in the form of PDF/CSV/text files are available from QSS when ordering Runtime License Certificates (one serialized license tag for each Runtime Configuration copy authorized by the Runtime License Certificate) to authenticate Target Systems and to facilitate the tracking and identification of deployed copies of Runtime Components. Each License Tag authenticates a copy of the Runtime Configuration as having been created under this License and authorizes use of that copy on one processor within a Target System. A separate License

Tag is required for each copy of each Runtime Configuration to be used in each Target System. License Tags are specific to particular Software releases and Target System.

C-8. TARGET SYSTEM SUPPORT. You are responsible for all Target System design, development, testing, distribution, support, maintenance and updating. QSS offers Standard Support (see Schedule A (Standard Support Addendum) subject to Schedule B) and other Software support and custom engineering services (see <http://licensing.qnx.com/services/>).

C-9. COMPLIANCE WITH LAWS. You will comply with all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with its activities pursuant to this License, including without limitation any import or export licenses required pursuant to Section 6(e).

C-10. PRESERVATION OF RIGHTS. When distributing Target Systems and associated Runtime Components to any agency, department or unit of any government or quasi-government authority you will take all actions and precautions consistent with applicable laws and regulations specifically governing licensing to such entities to preserve and protect all ownership and other rights of QSS and its licensors in the Software.

C-11. INDEMNITY.

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 C-11.2, 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 C-11.1 will not apply to any claims under Section 14.6 (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 C-11.1 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's 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. RECORDS & AUDITS. 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 5.4 (Audits of Software Use) to Section 5.6 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.

APPENDIX I TO SCHEDULE C: FORM OF QNX
PASS-THROUGH EULA FOR TARGET SYSTEMS

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