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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.

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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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- (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, 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 over time.

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