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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 as identified in more detail in Schedule B below, ("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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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) or in a custom OEM License Agreement available from QSS) 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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- (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.

20. ASSIGNMENT. Subject to the export restrictions in Section 6(e) and terms and conditions set forth in Schedule B (QNX Middleware Addendum), you may assign this QNX Commercial Software License Agreement to a third party provided you first:

- (a) provide QSS with written acknowledgement of the assignee's acceptance of the terms and conditions of this License,
- (b) transfer the corresponding License Keys, Development License Certificates and any Runtime License Certificates to the assignee; and
- (c) comply with the requirements of Section 13.8 (Return of Confidential Information).

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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.

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24. NOTICE. All notices required or permitted to be given under this License shall be in writing and shall be delivered:

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- (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

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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, 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 6 to QNX 7),
- (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.

See the QNX Standard Support User's Guide <http://www.qnx.com/support/support.html> for further information. Other support and custom engineering services are also available from QSS but are not covered under this License. Contact an authorized QNX sales representative for more information (see <http://www.qnx.com/company/contact/>) about these other services agreements. This License supplements and does not supersede such agreements.

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## SCHEDULE B: QNX MIDDLEWARE ADDENDUM

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B-0. **BACKGROUND.** This Schedule B: QNX Middleware Addendum ("Schedule B"), together with the other terms and conditions of this QNX Commercial Software License Agreement, provide the terms and conditions upon which QSS authorizes you to use Software that is QNX Middleware for commercial development purposes, provided that you first obtain a corresponding development license. Your QNX Middleware product entitlement is defined by the Development License Certificate you are issued by QSS or one of its authorized distributors. This Schedule B 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 B. The provisions of this Schedule B will prevail in the event of a conflict between any of its provisions and other parts of this License.

B-1. **QNX MIDDLEWARE SOFTWARE.** Your commercial license under this Schedule B only extends to the specific QNX Middleware product(s) identified in the corresponding Development License Certificate you have been issued and only includes Updates thereto that QSS may, in its sole discretion, make available to you for use under this License (collectively, the "QNX Middleware Software", and part of the "Software" for the purpose of this License). The QNX Middleware Software is further described in the corresponding License Guide.

The QNX SDP, and the QNX Middleware products, are related in that they may have dependencies on each other. For example, as illustrated in the applicable 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](mailto:licensing@qnx.com)).



**B-2. DEVELOPMENT LICENSE GRANT AND CONSIDERATION.** Subject to your payment when due of all applicable license fees (including but not limited to renewal fees for any subscription-based licenses) specified on the Invoice for the QNX Middleware Software development license you have purchased, and subject to the terms and conditions of this License, QSS hereby grants to you a limited, non-exclusive, personal, non-sublicensable, non-transferable (except as contemplated in Section 20 (Assignment) as modified by Section B-7 (Assignment) below) and indivisible license for the QNX Middleware Software on the same terms and conditions specified in this License, except as modified by this Schedule B. Your QNX Middleware Software license is conditional on you having and maintaining (i.e., paying the annual Support services subscription fees) valid commercial QNX SDP licenses for all active developers involved in your development projects. Any license rights to Updates that QSS may make available to you as part of your QNX Middleware Software License are conditional upon your acceptance of any additional license terms and conditions (by way of further written amendment or new agreement), third party licensing prerequisites and the associated License Guide and the corresponding Third Party Terms List. Any Update provided that is not Commercially Released Software will be considered Experimental Software for the purpose of this License, including but not limited to, Section 14.2 (Experimental Software) of the License.

Some of the QNX SDK for Apps and Media and QNX CAR Platform for Infotainment 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 License, 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.

In addition, QSS may provide you with access to reference images for certain of the QNX Middleware offerings which may contain Runtime Components of the QNX SDP, QNX Middleware and other QNX software ("Reference Image") on hardware, loaded on an SD card or online at a secure site for download. The Reference Image is solely to enhance your evaluation of the applicable Software. As detailed in the applicable License Guide, the Reference Image may also contain 3rd Party Reference Applications and other 3rd Party Licensed Reference Code and may invoke web-based services. The 3rd Party Licensed Reference Code may only be used on Reference Platforms for QNX Software on a time limited basis and only for evaluation purposes and not for any broader purposes. As detailed in the applicable License Guide, 3rd Party Reference Applications and other Software identified as 3rd Party Licensed Reference Code must be licensed by you for commercial development directly from QSS's third party ecosystem partners. This includes, without limitation, Reference Platform-specific audio or video codecs, any web-based services invoked by the applicable QNX Software, and any sample audio or video content provided. Notwithstanding the foregoing, any open source software contributions are subject to their respective open source licenses (and therefore are not time limited).

**B-3. QNX CAR PLATFORM FOR INFOTAINMENT - SUBSCRIPTION LICENSE.** The license for QNX CAR Platform for Infotainment is a subscription-based development license granted pursuant to the terms and conditions of this License for the term of your subscription set forth in your Development License Certificate. It is limited to use of QNX CAR Platform for Infotainment only in association with custom hardware platforms derived from the Reference Platforms for the QNX CAR Platform for Infotainment (as defined in the License Guide) and solely for your QNX-based automotive development projects (or other QNX-based vertical market-specific development projects authorized by QSS in writing). As part of the

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**B-3.3 QNX SDK for Bluetooth(R) Connectivity - PROJECT LICENSE.** QNX SDK for Bluetooth(R) Connectivity is licensed on a Project-specific basis. Multi-Project Development License Certificates may be available (contact an authorized QNX sales representative for more information see <http://www.qnx.com/company/contact/>). Your QNX SDK for Bluetooth(R) Connectivity QNX Middleware Software license is specific to a single Project and may not be transferred or reassigned to other projects. This QNX Middleware Software license ends when the Project for which it was purchased ends (or at the end of any subscription period in the case of a subscription-based license) unless earlier terminated under the terms of the License.

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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 and for QNX CAR Platform for Infotainment. 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 and QNX CAR Platform for Infotainment. 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, QNX CAR Platform for Infotainment, the QNX Wireless Framework, QNX SDK for Bluetooth(R) Connectivity or QNX Platform for ADAS and is replaced by the following:

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- (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, the QNX Wireless Framework, or QNX SDK for Bluetooth(R) Connectivity for more than one Project, you must identify all Projects in all reports and audits requested pursuant to 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 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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- (b) reproduce, as part of the Target System backup media (if any), to be shipped with the Target System, a second copy of the Runtime Configuration for each copy authorized under Section C-2(a) solely for use for Target System back-up purposes (i.e., not for productive use, such as in a redundant system);
- (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.

YOUR SOFTWARE DISTRIBUTION RIGHTS UNDER THIS SCHEDULE C ARE LIMITED TO THE NUMBER OF COPIES OF RUNTIME CONFIGURATION SOFTWARE COMPONENTS EXPRESSLY AUTHORIZED BY RUNTIME LICENSE CERTIFICATES YOU HAVE PREPURCHASED DIRECTLY FROM QSS OR ITS AUTHORIZED DISTRIBUTOR.

C-3. THIRD-PARTY LICENSE SUPPLEMENTS. Certain Runtime Components have additional distribution terms and conditions due to pass-through requirements imposed by: (a) third party proprietary technologies they contain, which terms and conditions are reproduced on the Runtime License Certificate (copies of which may be obtained at <http://licensing.qnx.com>); and (b) open source software contributions they contain (see Section 8 (Third Party Restrictions) for details). Those terms and conditions are hereby incorporated into this License, as applicable.

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 limitations set out in 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, or use of, 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.

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

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