



QNX

BLACKBERRY
SUBSIDIARY

QNX® LICENSE SUPPLEMENT

FOR
QNX OS FOR MEDICAL 2.0

VERSION 1.0

QNX LICENSE SUPPLEMENT

FOR QNX OS FOR MEDICAL (“QOSM”) 2.0

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1. INTRODUCTION

QNX License Supplements provide supplementary licensing information for the QNX Software Development Platform version 7.0 (“QNX SDP 7”) product and for compatible QNX products (any one or more including QNX SDP 7.0, the “QNX 7 Product Portfolio”). QNX License Supplements provide a high-level description of the licensing model for QNX 7 Product Portfolio products and set out third party licensing considerations that apply to the QNX 7 Product Portfolio products. All capitalized terms used but not defined in this License Supplement have the respective meanings ascribed to them in the QNX Development License Agreement (or “QDL”).

Sections 2 to 5 of this License Supplement cross-reference the current QNX License Supplement for the QNX SDP 7 product which provides an overview of the elements of the QNX 7 Product Portfolio licensing model, information on the QNX Development License Agreements that apply to the QNX 7 Product Portfolio, and a framework for the interpretation of the licensing related information contained in the Notice Files and Open Source Software (“OSS”) Compliance Files. Section 6 of this License Supplement sets out information on licensing considerations with respect to the QNX OS for Medical 2.0 Software (“QOSM 2.0” or “QOSM 2.0 Software”) product including any supplementary licensing terms and conditions that apply to this product including terms and conditions relating to Third Party Licensed Code. Before adopting the QOSM 2.0 product, your developers should review the applicable licensing information and special considerations set out in the Notice Files, OSS Compliance Files, and License Supplement(s) that apply to this product.

2. QNX 7 PRODUCT PORTFOLIO LICENSING MODEL

Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

3. QNX DEVELOPMENT LICENSE AGREEMENT

3.1. QNX DEVELOPER LICENSE AGREEMENT

Any one or more of the QNX 7 Product Portfolio products are licensed by QNX Software Systems Limited (“QSS”) for development purposes under a QNX Development License Agreement (“QDL”), a copy of which is provided in the QNX Software Center and which is also found at <http://licensing.qnx.com/info/>. Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

4. QNX NOTICE FILE

Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

5. QNX OSS COMPLIANCE FILES

Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

6. LICENSING CONSIDERATIONS

6.1. QOSM 2.0 LICENSING

6.1.1 QNX QOSM 2.0 LICENSING - GENERAL.

The additional license terms in this License Supplement, including any licensing considerations set out in the table in Section 6.3 below, are incorporated into the QDL, as amended by your QOSM 2.0 Amendment to the QDL (“Amended QDL”), and together provide the terms and conditions upon which QSS authorizes you to use the QOSM 2.0 Software for development under the applicable License Class, provided that you first obtain a corresponding Development License Certificate. The provisions specific to QOSM 2.0 set out in this License Supplement will prevail in the event of a conflict between any of the within provisions and the Amended QDL.

Your License, and its specified License Class, only extends to the QOSM 2.0 product set out in this License Supplement and 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 (included as part of the "Software" for the purpose of the Amended QDL). Other QNX Middleware products will be available under separate License Supplements and specifically identified Development License Certificates.

6.1.2. DEVELOPMENT LICENSE GRANT AND CONSIDERATION.

Subject to your payment when due of all applicable Development Project license fees (including but not limited to renewal fees for any subscription-based licenses) specified on the Invoice for the QOSM 2.0 Software development license you have purchased, and subject to the terms and conditions of the Amended QDL and this License Supplement, QSS hereby grants to you a limited, non-exclusive, personal, non-sublicensable, non-transferable (except as contemplated in Section 21 (Assignment) as modified by section 6.2.6(Assignment) below) and indivisible license for the QOSM 2.0 Software on the same terms and conditions specified in the Amended QDL, except as modified by this License Supplement. Your QOSM 2.0 Software license is conditional on you having and maintaining (i.e., paying the annual Support Services fees) valid commercial QNX SDP 7.x 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 QOSM 2.0 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 updated License Supplement and updated Notice Files. Any Update provided that is not Commercially Released Software will be considered Experimental Software for the purposes of the Amended QDL, including but not limited to, Section 15.2 (Experimental Software).

6.1.3 QOSM 2.0 - PROJECT LICENSE.

QOSM 2.0 is licensed on a Development Project specific basis. Your QOSM 2.0 license is specific to a single Project and may not be transferred or reassigned to other Development Projects. Further, each Development Project using QOSM 2.0 is solely restricted to development of medical applications that have functional safety requirements and which require compliance with medical standards (e.g. IEC 62304). This QOSM 2.0 license

ends when the Development Project for which it was purchased ends unless earlier terminated under the terms of the QDL.

6.1.4 DEPLOYMENT OF SOFTWARE.

Section 6.1 (Deployment of Software) of the Amended QDL does not apply to QOSM 2.0 and is replaced by the following:

Section 6.1 (Deployment of Software). You may deploy your licensed QOSM 2.0 Software to the following persons provided they have purchased and/or been assigned Development Seats (and License Keys or Floating License Keys) for QNX SDP 7.x in accordance with the Amended QDL, but only to the extent and for so long as they provide software development services on your behalf for the licensed Development Project for QOSM 2.0;

- (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).

6.1.5 AUDITS OF SOFTWARE USE.

QSS may request reports and conduct audits pursuant to the provisions of Sections 6.4 (Audits of Software Use) to Section 6.6 of the Amended QDL in order to confirm compliance with the terms and conditions of this License Supplement and the Amended QDL. If you have licensed QOSM 2.0 for more than one Development Project, you must identify all Development Projects in all reports and audits requested pursuant to the Amended QDL and this License Supplement.

6.2.6 ASSIGNMENT.

The Amended QDL, as modified by this License Supplement, may be assigned pursuant to Section 21 (Assignment) in respect of QOSM 2.0, 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 Development Project(s) for which QOSM 2.0 is specifically licensed.

6.2. QOSM 2.0 LICENSING CONSIDERATIONS - MATRIX

| Software Package | Third Party Licensee of Technology | Additional Details |
|------------------|------------------------------------|--------------------|
| N/A | N/A | N/A |

Publication History

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| 1.0 | January 29, 2019 | QNX License Supplement for QNX QOSM 2.0 |
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Document version: QOSM2.0.LicenseSupplement_v1.0.Project.Jan29-2019