



QNX

BLACKBERRY
SUBSIDIARY

QNX® LICENSE SUPPLEMENT

FOR
QNX ACOUSTICS MANAGEMENT PLATFORM 2.0

VERSION 1.0

QNX LICENSE SUPPLEMENT

FOR QNX AMP 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 7.0”) 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 product. 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 Software Development Platform version 7.0 (“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 Acoustic Management Platform 2.0 Software (“AMP 2.0” or “AMP 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 AMP 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. QNX MIDDLEWARE PRODUCTS

As set out in the SDP 7.0 Product Portfolio Guide and the QDL, QNX Middleware products are specialized QNX products that extend the capabilities of the operating system and are separately licensed from the QNX SDP 7.x product and may have different licensing models. The applicable License Supplement, together with the other terms and conditions of the QDL, provide the terms and conditions upon which QSS authorizes you to use Software that is QNX Middleware for commercial development purposes. Your QNX Middleware product entitlement is defined by the Development License Certificate you are issued by QSS or one of its authorized distributors. All defined terms in the QDL will have the same meanings in this License Supplement.

While such licensing considerations, together with other third party licensing considerations known to QSS, are further described in the Licensing Considerations Matrices below, these Matrices are not a comprehensive list and do not constitute legal advice. You must consult your own legal advisor to determine and satisfy your own licensing obligations.

6.2. AMP 2.0 LICENSING

6.2.1 QNX AMP 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 and together provide the terms and conditions upon which QSS authorizes you to use the QNX AMP 2.0 Software for development under the applicable License Class, provided that you first obtain a corresponding Development License Certificate. The provisions specific to QNX AMP 2.0 set out in this License Supplement will prevail in the event of a conflict between any of the within provisions and the QDL.

Your License, and its specified License Class, only extends to the QNX AMP 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 QDL). Other QNX Middleware products will be available under separate License Supplements and specifically identified Development License Certificates.

QSS licenses QNX AMP 2.0 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).

6.2.2. DEVELOPMENT LICENSE GRANT AND CONSIDERATION.

Subject to your payment when due of all applicable project license fees (including but not limited to renewal fees for any subscription-based licenses) specified on the Invoice for the QNX AMP 2.0 Software development license you have purchased, and subject to the terms and conditions of the QDL and this License Supplement, 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 6.8 (Assignment) below) and indivisible license for the QNX AMP 2.0 Software on the same terms and

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6.2.3 QNX AMP 2.0 - PROJECT LICENSE.

QNX AMP 2.0 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 AMP 2.0 license is specific to a single Project and may not be transferred or reassigned to other projects. This QNX AMP 2.0 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 QDL. In the case of a subscription-based license that ends prior to the completion of your project, you may purchase a project license for your QNX AMP 2.0 project.

6.2.4 NO STANDARD SUPPORT.

You are required to purchase separate Custom Support for QNX AMP 2.0. Notwithstanding that QNX AMP 2.0 does not qualify for “Full” support (defined above in Section 4.1), the warranty pursuant to Section 14.3 (Limited Warranty of Performance) applies to the Commercially Released QNX AMP 2.0 components that are identified as Type I Software in the Notice Files. Schedule A -1 (Support Addendum - Commercial) and Schedule A-2 (Support Addendum – Partner) do not apply to QNX AMP 2.0. Custom support for QNX AMP 2.0 is not covered under the QDL and this License Supplement but is provided for under different agreements; contact an authorized QNX sales representative for more information (see <http://www.qnx.com/company/contact/>). This License Supplement and QDL supplement, and do not supersede, such different agreements.

6.2.5 DEPLOYMENT OF SOFTWARE.

Section 5.1 (Deployment of Software) of the QDL does not apply to QNX AMP 2.0 and is replaced by the following:

Section 5.1 (Deployment of Software). You may deploy your licensed QNX AMP 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 QDL, but only to the extent and for so long as they provide software development services on your behalf for the licensed Project for QNX AMP 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).

6.2.6 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 the QDL in order to confirm compliance with the terms and conditions of this License Supplement and the QDL. If you have licensed QNX AMP 2.0 for more than one Project, you must identify all Projects in all reports and audits requested pursuant to the QDL and this License Supplement.

6.2.7 ASSIGNMENT.

The QDL and this License Supplement may be assigned pursuant to Section 20 (Assignment) in respect of QNX AMP 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 Project(s) for which QNX AMP 2.0 is specifically licensed.

6.3. AMP 2.0 LICENSING CONSIDERATIONS - MATRIX

Software Package	Third Party Licensee of Technology	Additional Details
Sample audio files as contained in QNX® Acoustics Management Platform 2.0 – LiveAMP: <ul style="list-style-type: none">• Live_AMP\audio\sample_engine_1.bin• Live_AMP\audio\sample_engine_2.bin• Live_AMP\audio\sample_engine_3.bin	Pole Position Production AB	This component is only licensed in a non-editable, custom file format for an internal time-limited evaluation of 90 days, as an example engine sound profile, unless expressly extended by QSS in writing. Any additional license rights must be obtained from Pole Position Production AB. Contact QSS at licensing@qnx.com for additional contact information.

Publication History

1.0	February 1, 2018	QNX License Supplement for QNX AMP 2.0
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Document version: LicenseSupplement.AMP2.0.v1.0.February1-18