QNX | BLACKBERRY SUBSIDIARY

QNX LICENSE SUPPLEMENT

VERSION 1.1

FOR QNX SOFTWARE DEVELOPMENT PLATFORM (SDP) 7.0

QNX LICENSE SUPPLEMENT

FOR QNX SDP 7.0

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 upcoming compatible QNX products (any one or more including QNX SDP 7.0, the "QNX 7 Product Portfolio"). This License Supplement provides a high-level description of the licensing model for QNX 7 Product Portfolio products and sets out third party licensing considerations that apply to the QNX SDP 7.0 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").

Section 2 of this License Supplement provides an overview of the elements of the QNX 7 Product Portfolio licensing model. Section 3 of this License Supplement provides information on the QNX Development License Agreements that apply to the QNX 7 Product Portfolio. Sections 4 and 5 of this License Supplement provide 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 set out information on licensing considerations with respect to the QNX SDP 7.0 product including any supplementary licensing terms and conditions that apply to the product including terms and conditions relating to Third Party Licensed Code. Before adopting a QNX 7 Product Portfolio 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 the QNX Product Portfolio products they plan to use.

2. QNX 7 PRODUCT PORTFOLIO LICENSING MODEL

This section of the License Supplement provides an overview of the following elements of the QNX 7 Product Portfolio licensing model:

- QNX Development License Agreement

- QNX Software Center

- QNX Notice Files

- QNX OSS Compliance Files

- QNX License Considerations

2.1. QNX DEVELOPMENT LICENSE AGREEMENT

The QNX Development License Agreement is the underlying development license for QNX 7 Product Portfolio products described in Section 3 below. While your QNX Development License Agreement allows you to develop Target Systems using your licensed QNX Product Portfolio components, as described in your Development License Certificate(s), a separate license agreement is required in order for you to use such components in production including creating and distributing copies in or for your Target System. Contact an authorized QNX sales representative for more information (see http://www.qnx.com/company/contact/).

2.2. QNX SOFTWARE CENTER

The QNX Software Center is a software delivery mechanism associated with QNX 7 Product Portfolio products that is used to manage discovery, delivery and dependency management of QNX development products in a centralized fashion. The QNX Software Center also provides licensing information including artifacts to assist with compliance with Open Source and QNX Runtime Licensing.

2.3. QNX NOTICE FILES

The file properties field in software licensed as part of the QNX 7 Product Portfolio products references Notice Files, as further described in Section 4 below, which provide you with additional information applicable to such software.

2.4. QNX OSS COMPLIANCE FILES

The file properties field in software licensed as part of the QNX 7 Product Portfolio products references OSS Compliance Files, as further described in Section 5 below, which provide you with additional information on OSS for the purposes of both QSS OSS compliance and assisting you with respect to your OSS Compliance.

2.5. QNX LICENSING CONSIDERATIONS

As noted above, Section 6 of this License Supplement set out information on licensing considerations with respect to the applicable QNX SDP 7.0 product including any supplementary licensing terms and conditions that apply to the product including terms and conditions relating to Third Party Licensed Code.

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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, a copy of which is provided in the QNX Software Center and which is also published at http://licensing.qnx.com/info/.

3.2. QNX LICENSE CLASSES

QNX 7 Product Portfolio products are licensed under an applicable License Class, which delineate the use and specific purposes under which the products can be used. The License Classes, which are set out in the applicable Development License Certificates, are described below:

3.2.1. COMMERCIAL LICENSE

The Commercial License class is intended for the use of QNX 7 Product Portfolio products in the development of commercial products. Commercial developers have a variety of licensing options within the Commercial License class.

3.2.2. PARTNER LICENSE

The Partner License class is intended for members of the QNX eco-system to port, adapt and develop products and technologies that are complementary to the QNX 7 Product Portfolio.

3.2.3. EVALUATION LICENSE

The Evaluation License class is intended for researching or evaluating the capabilities of QNX 7 Product Portfolio components on a time-limited basis. It may also be used to conduct early non-commercial exploratory development or proof-of-concept prototyping early in a Development Project.

3.2.4. NON-COMMERCIAL LICENSE

The Non-Commercial License class is intended for the use of QNX 7 Product Portfolio products for non-commercial personal activities, for experimentation, and for self-training purposes

3.2.5. ACADEMIC AND ACADEMIC FACULTY LICENSES

The Academic License class is intended for the use of QNX 7 Product Portfolio products for personal not-for-profit academic use. The Academic Faculty License class is intended for the use of QNX 7 Product Portfolio products for purposes of teaching class courses and equipping not-for-profit academic labs.

3.2.6. BUILD SERVER LICENSE

The Build Server License class, as further detailed in the QNX Development License Agreement, includes the following License sub-classes:

3.2.6.1 QNX Software Development Platform 7.0 (Build Server License - Perpetual)

Subject to payment of all applicable fees, the QNX Software Development Platform 7.0 (Build Server License - Perpetual) ("Build Server License") is valid for installation on a single physical server solely for use with the QNX SDP 7.x product by developers with a valid QNX SDP 7.x license.

3.2.6.2 QNX Software Development Platform 7.0 (Enterprise Build Server License - Subscription)

Subject to payment of all applicable fees, the QNX Software Development Platform 7.0 (Enterprise Build Server License - Subscription) ("Enterprise Build Server License") is valid for installation on any number of physical or virtual servers for use with licensed QNX Product Portfolio products by developers with a valid QNX SDP 6.5, 6.6, or 7.x license. You may use your Enterprise Build Server License across your multiple Development Projects, development teams, and geographical regions without restrictions on your number of simultaneous builds.

Note: Activities such as debugging, profiling of the Target System, and use of the QNX SDP's Integrated Development Environment (IDE) may not be performed on a Build Server or an Enterprise Build Server and must continue to be done locally on a licensed QNX SDP seat.

3.3. PROJECT BASED LICENSES

QNX licenses certain of the products in the QNX Product Portfolio on a per Development Project basis. Under a Development Project-based license, you may deploy your Development Project based licensed QNX Portfolio Products to developers who have a valid development license but only to the extent and for so long as such developers provide software development services on your behalf for the licensed Development Project.

3.4. QNX CORPORATE BASED LICENSES

QNX licenses certain of the products in the QNX Product Portfolio on a corporate basis. Products that are licensed under a corporate based license can be deployed across multiple Development Projects in accordance to

the terms and conditions of the applicable license. Under a corporate based license, you may deploy your corporate based licensed QNX Portfolio Products to developers who have a valid development license but only to the extent and for so long as they provide software development services on your behalf for the vertical market-specific Development Projects authorized by QNX.

3.5. QNX DISTRIBUTION LICENSING

As noted above, your QNX Development License Agreement allows you to develop Target Systems using the QNX 7 Product Portfolio components you have licensed from QSS, as described in your Development License Certificate(s). It does not give you the right to create and distribute copies of your Runtime Configuration in or for your Target System. A separate production license agreement is required in order to do this. Contact an authorized QNX sales representative for more information (see http://www.qnx.com/company/contact/).

4. QNX NOTICE FILE

4.1. NAVIGATING THE NOTICE FILES

The Notice Files for each of the QNX 7 Product Portfolio products contain the following information/attribute fields setting out the information for the applicable QNX 7 Product Portfolio product:

Field	Content Description
Code Provided	Indicates the form of software code provided. "**Source**" indicates that "source code is included", rather than "comprehensive source code for every element of the product is included". "**Object**" means code in binary form.
Support Provided	Indicates the level of support available for the referenced components. "**Full**" means support by QSS under its Standard, Priority and Custom Support Plans or other QSS enhanced support agreements. "**Custom**" means QSS will provide support, but only under the terms of its Custom Support Plan or other QSS enhanced support agreements. "**Limited**" means there are additional limits to the support provided by QSS under any Custom Support Plan or other QSS enhanced support agreements, indicated as follows: "**Limited (Source)**" means QSS will only provide support for the unmodified version of the source code, "**Limited (3rd Party)**" means QSS relies on third parties for support and therefore our ability to provide support will be limited to what those third parties have committed to provide, and "**Limited (Integration)**" means QSS will support issues relating to integration of a third party component with QNX software but does not provide support for the integrated component itself. "**Unsupported**" means QSS does not provide support for the referenced component(s).
Type of Software	These terms are used in the QDLs and other QSS license agreements in risk allocation provisions relating to the associated technologies. "**Type I Software**" (also known as "Core Software") indicates Commercially Released Software, other than Type II or Type III Software (see your QDL for definitions of "Commercially Released Software"). It typically includes QSS proprietary code and may include some third party proprietary and open source code elements.

	"**Type II Software**" (also known as "Collateral Software") indicates Commercially Released Runtime Components identified as "Type II". It may include third party proprietary and some open source code elements. "**Type III Software**" or **"As Is Code"** (also known as "As Is Software") indicates Software that is licensed, or sublicensed by QSS strictly on an "as is" basis. It typically includes primarily Experimental, third party proprietary and/or open source code elements.
Runtime Redistributable	Indicates that a file for which this attribute field is set to "**true**" is eligible for distribution as part of a Target System.
Engagement Model	See Section 4.2 below for a detailed explanation of Engagement Models.
End User Licenses	Indicates the end user license terms or where to find such terms.
QSS Offer of Source	Sets out corresponding QSS offer(s) of source for any OSS software component(s) included in the applicable software package.

4.2. ENGAGEMENT MODEL

QNX 7 Product Portfolio products integrate a variety of QSS proprietary, open source, and third-party technologies in order to deliver a broad range of capabilities to developers. For clarity, QSS divides the licensing of the QNX 7 Product Portfolio technologies into the following 2 types of engagement models:

A. QSS Licensed or Sublicensed Code – QSS licenses its intellectual property rights embodied in QSS Licensed Code and QSS Sublicensed Code under QSS's standard development and distribution license agreements described in this License Supplement. Most of the QNX Product Portfolio is made up of QSS-authored software and is licensed to you as "QSS Licensed Code". Certain components of the QNX Product Portfolio contain primarily proprietary third-party code that has been modified or supplemented by QSS and is sublicensed to you as "QSS Sublicensed Code" (together with QSS Licensed Code, the "QSS Licensed or Sublicensed Code"). QSS Licensed or Sublicensed Code may also include certain elements of open source software identified in the OSS Compliance Files referenced above.

B. Third Party Licensed Code - While QSS intellectual property rights in Third Party Licensed Code (if any) are also licensed under the standard development and distribution license agreements described in this License Supplement, certain components of the QNX 7 Product Portfolio contain proprietary third-party code and open source software code that are subject to other licensing considerations. For example, such third party proprietary code may embody confidential third-party specifications or embody or enable patented functionality or proprietary off-board services. In addition, certain components of the QNX 7 Product Portfolio are primarily based on unmodified open source software code bases that QSS ports and builds for use with the QNX Product Portfolio.

This Third Party Licensed Code falls into three main categories:

(i) Third Party Reference Applications - Third Party Reference Applications are typically evaluation-only components provided by a third party for your evaluation of third party technologies.

(ii) Third party proprietary components - Third party proprietary components are generally provided as elements of board support packages, or as part of optional hardware-specific packages.

(iii) Third party open source software components - Third party open source software components are generally provided either as part of the QNX commercially released products you have licensed or as an element of a separately downloadable package. These open source software components, which are identified in the OSS Compliance Files, are licensed as Third Party Licensed Code because these components are primarily based on

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unmodified open source software code bases that QSS ports and builds for use with the QNX 7 Product Portfolio.

Depending on the QNX 7 Product Portfolio components chosen, there may be licensing considerations to be taken into account (e.g., to obtain requisite patent license rights; to obtain the right to use confidential specifications embodied in the code etc.) in connection with your use of Third Party Licensed Code. For example, certain Third Party Licensed Code provided as evaluation-only components (such as Third-Party Reference Applications) must be licensed by you for development, external demos, and/or distribution directly from the third-party technology supplier. As another example, QSS may deliver QNX versions of open source technologies based primarily on open source code distributions which are licensed to you directly under the applicable pass-through open source license terms.

While the licensing consideration for Third Party Reference Applications and Third party proprietary components noted above, 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.

5. QNX OSS COMPLIANCE FILES

5.1. NAVIGATING THE OSS COMPLIANCE FILES

In addition to the SPDX identifiers for the applicable OSS licenses located in the properties field for the software package and any corresponding QSS offer(s) of source, the OSS Compliance Files for each of the QNX 7 Product Portfolio products contain the full text of the OSS licenses for the OSS software components included in the applicable software package. In addition to addressing QSS's OSS compliance, this information is intended to assist you in your OSS compliance with respect to any licensed QSS software components which you include in your Target Systems including putting in place your corresponding offers of source.

Except for published source code files that are expressly identified by QSS as open source software, none of the QNX 7 Product Portfolio components are open source software. To the extent permitted by applicable open source license(s), any licenses identified in the OSS Compliance File(s) or the QNX Software Center or other references identifying applicable open source license terms only apply to the original open source code used by QSS or its licensors and not to any pre-existing code modified using, or combined with, such open source code, or any new interests in derivative works created from such open source code.

6. LICENSING CONSIDERATIONS

This Section 6 set out information on licensing considerations for Third Party Reference Applications and Third party proprietary components with respect to the applicable QNX SDP 7.0 product including any supplementary licensing terms and conditions that apply to the product including terms and conditions relating to Third Party Licensed Code. While such licensing consideration 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.

6.1. LICENSING CONSIDERATIONS MATRIX

Software Package	Third Party Licensee of Technology	Additional Details
QNX® SDP 7.0 wireless driver for the Broadcom BCM4359	Broadcom	QSS does not offer any WiFi or mobile device connectivity patent licenses or related intellectual property infringement indemnification.
QNX® SDP 7.0 wireless driver for the Marvell 8897	Marvel	QSS does not offer any WiFi or mobile device connectivity patent licenses or related intellectual property infringement indemnification.
QNX® SDP 7.0 wireless driver for the TI Wilink8	Texas Instrument	QSS does not offer any WiFi or mobile device connectivity patent licenses or related intellectual property infringement indemnification.
QNX® SDP 7.0 Filesystems - Base	Microsoft	QSS does not offer any Microsoft FAT patent licenses or related intellectual property infringement indemnification.

Any Board Support Packages ("BSP") component provided by QSS only in binary form: (i) is restricted to use solely in association with the QNX Neutrino RTOS and the particular hardware product for which the BSP component has been made available, and (ii) may contain confidential information of QSS or its licensor(s).

Publication History

1.0	March 10, 2017	QNX License Supplement for QNX SDP 7.0
1.1	August 20, 2018	QNX License Supplement for QNX SDP 7.0