



QNX[®] LICENSE SUPPLEMENT

FOR
QNX BLACK CHANNEL COMMUNICATION
TECHNOLOGY 1.0

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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 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, and may supplement or revise, 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 Black Channel Communication Technology Software (“**Black Channel**” or “**Black Channel 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 Black Channel 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 Development 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 the **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. BLACK CHANNEL LICENSING

6.1.1 QNX BLACK CHANNEL LICENSING - GENERAL.

The additional license terms in this License Supplement, including any licensing considerations set out in the table in Section 6.2 below, are incorporated into the QDL and together provide the terms and conditions upon which QSS authorizes you to use the Black Channel Software for development under the applicable License Class, provided that you first obtain a corresponding Development License Certificate. The provisions specific to Black Channel set out in this License Supplement will prevail in the event of a conflict between any of the within provisions and the QDL as amended by the QNX® Black Channel Communication Technology 1.0 Amendment to the QDL (the “**QBCCT Amended QDL**”).

Your License, and its specified License Class, only extends to the Black Channel 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 Licensed Products may be available under separate License Supplements and specifically identified Development License Certificates. Notwithstanding anything to the contrary in the QBCCT Amended QDL, or Development License Certificate, you may deploy the Black Channel Software on any third-party operating system (e.g. Linux) so long as you pay the Development Project Fees and comply with Section 6.1.5 (Audits of Software Use). For clarity, such a deployment shall not be considered a transfer or reassignment to another Development Project under Section 6.1.3 (Black Channel – Project License).

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 Black Channel Software Development License you have purchased, and subject to the terms and conditions of the QBCCT 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 22 (Assignment) as modified by section 6.1.6 (Assignment) below) and indivisible license for the Black Channel Software on the same terms and conditions specified in the QBCCT Amended QDL, except as modified by this License Supplement. Your Black Channel Software license is conditional on you having and maintaining (i.e., paying the annual Support Services fees) valid commercial QNX SDP 7.0 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 Black Channel 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 QBCCT Amended QDL, including but not limited to, Section 17.2 (Experimental Software).

6.1.3 BLACK CHANNEL – DEVELOPMENT PROJECT LICENSE.

Black Channel is licensed on a Development Project-specific basis. Your Black Channel license is specific to a single Development Project and may not be transferred or reassigned to other projects. This Black Channel 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 5.1 (Deployment of Software) of the QBCCT Amended QDL does not apply to Black Channel and is replaced by the following:

Section 5.1 (Deployment of Software). You may deploy your licensed Black Channel 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 7.0 in accordance with the QBCCT 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 Black Channel;

- (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 5.4 (Audits of Software Use) to Section 5.6 of the QBCCT Amended QDL in order to confirm compliance with the terms and conditions of this License Supplement and the QBCCT Amended QDL. If you have licensed Black Channel for more than one Development Project, you must identify all Development Projects in all reports and audits requested pursuant to the QBCCT Amended QDL and this License Supplement.

6.1.6 ASSIGNMENT.

The QBCCT Amended QDL, as modified by this License Supplement, may be assigned pursuant to Section 22 (Assignment) in respect of Black Channel, 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 Black Channel is specifically licensed.

6.2. Black Channel Licensing Considerations - Matrix

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

Publication History

1.0	December 12, 2019	QNX License Supplement for QNX Black Channel Communication Technology 1.0
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