

QNX(R) RUNTIME BUNDLE LICENSE AGREEMENT

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1. DEFINITIONS. The following defined terms are added to this RBLA and will have the same meanings throughout the RBLA.

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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 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 11.1 will not apply to any claims under Section 14.6 (Indemnity and Exclusions) of the QDL 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.

11.2 Notwithstanding your right in Section 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 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.

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