

QNX® LICENSE ADDENDUM

FOR
ETAS PRODUCTS

VERSION 1.0

1. INTRODUCTION AND GENERAL TERMS

This QNX License Addendum (the “Addendum”) provides supplementary licensing information for the ETAS Product(s) (the “Product(s)”). Customer’s purchase and use of the Products are subject to the terms and conditions of the applicable QNX Development License Agreement (the “QDL”) and this Addendum. The Products must be licensed for a Project where QNX SDP is also licensed. The Products shall be considered Third-Party Commercial Software, which shall mean for the purposes of this Addendum: third-party commercial software (other than OSS Software) which is made available by BlackBerry and/or is distributed by BlackBerry on behalf of the third-party licensor and which is licensed on terms and conditions that differ from the terms and conditions set out in the QDL, as described herein.

For the applicable QDL, please visit: <http://licensing.qnx.com/info/>. All capitalized terms used but not defined in this Addendum have the respective meanings ascribed to them in the QDL. In the event of a conflict between this Addendum and the QDL, the terms of this Addendum will apply.

BlackBerry will provide a License Certificate that confirms the Product licensed, the License Term, and License Parameters. Software associated with Products will be fulfilled directly by ETAS. BlackBerry will supply the necessary entitlement information (via email) for Customer to interact with ETAS systems in order to access and use the Software. The License Certificate will be available in myQNX License Manager. The Customer can confirm their license, however the License Manager does not control access to, or use of the Product.

Runtime Subsystems will not be identified in the QNX Software Center, but rather will be identified in the QNX Product Portfolio Guide - QNX Software Development Platform 7.1.

The Products will be considered Commercially Released Software for the purposes of Section 11.2 (Software Warranty) and Section 6 (Maintenance and Support) as described in the QDL.

The ETAS Products are limited for development purposes to the target market of automotive applications related to engine powered, land-based, non-railed vehicles, such vehicles intended for primary transportation purposes. The Products may also be licensed for derived applications, that are not related to the automotive sector. Non-automotive derived applications means marine, railway, agriculture and forest machinery, construction and mining machinery, compressors and pumps or power generators and household appliances. Explicitly excluded uses for the Products include any ultra-hazardous use-cases/markets, such as aerospace and aviation, nuclear power, chemical and/or biological reactors, petrochemical and military.

The Products may only be used in the following target markets: Argentina, Australia, Austria, Belgium, Brazil, Bulgaria, Canada, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Greece, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Morocco, Netherlands, New Zealand, Northern Ireland, Norway, Philippines, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, Ukraine, United States of America (50 states including District of Columbia), Vietnam.

Solely with respect to the Products that are based on the AUTOSAR standards, additional usage rights may be required directly from the AUTOSAR partnership and it is Customer's responsibility to ensure it has the rights to use the applicable Products.

2. ADDITIONAL PRODUCT SPECIFIC TERMS

The following additional terms shall apply to the Products below:

CycurGATE Firewall for QNX SDP 7.1 Project License

One Project License applies for one agreed ECU per vehicle model per vehicle program.

Customer may distribute the applicable Runtime Subsystem, for this Project License at no additional charge, provided Customer is in compliance with the QDL, this Addendum and otherwise strictly in accordance with the applicable BlackBerry QNX distribution agreement. The applicable Runtime Subsystem(s) will be identified in the Product Portfolio Guide.

Note, evaluation licenses for this Product may be available for a fee and include Maintenance and Support. In the event that the evaluation license is subject to a fee, then the Software Warranty applicable to Commercially Released Software shall apply for ninety (90) days.

CycurGATE Firewall for QNX SDP 7.1 - Multiple Target System License 1.x

For this license type, "platform" must be identified by Customer by means of an unambiguous designation, the processor/compiler-type used, as well as in case of a Developer License the development years and in case of a production license the production years.

Customer may distribute the applicable Runtime Subsystem, for this Multiple Target System License at no additional charge, provided Customer is in compliance with the QDL, this Addendum and otherwise strictly in accordance with the applicable BlackBerry QNX distribution agreement. The applicable Runtime Subsystem(s) will be identified in the Product Portfolio Guide.

CycurGATE Firewall Configuration Tool for QNX SDP 7.1 Project License

This is a multi-project license, and thus is not limited to a single Project.

Note, evaluation licenses for this Product may be available for a fee and include Maintenance and Support. In the event that the evaluation license is subject to a fee, then the Software Warranty applicable to Commercially Released Software shall apply for ninety (90) days.

ETAS AUTOSAR ADAPTIVE PLATFORM PRODUCTS

For perpetual Named-User Developer License for RTA-VRTE, the specification of a new License Server Host ID or MAC address for a license e.g. in the event of a replacement of a computer ("Rehost") is possible in the event of MACHINE-BASED-LICENSE once in a six (6) month period. The Customer shall delete the old license and any copies thereof upon receipt of the new license. Such deletion shall be confirmed in writing by Customer upon request. In case of misuse of the rehost frequency or the continued use of the initial license, BlackBerry reserves the right to charge the Customer additional license and maintenance fees. In case of transfer

or a change of workstation or License Server, BlackBerry reserves the right to charge the Customer for the services associated with such change.

3. MAINTENANCE AND SUPPORT

BlackBerry QNX supports the Products subject to its Standard Maintenance and Support Policy (Commercial License). The ETAS maintenance and support policy or program will not apply.

4. QNX OSS COMPLIANCE FILES

OSS Compliance Files will not be provided via Software Center but rather will be provided in the applicable Product.

5. DISTRIBUTION

Except as expressly stated in the QDL or herein, no distribution rights are included with Customer's purchase of a Developer License to the Products. Any Runtime Subsystems that are subject to or referenced in a BlackBerry QNX distribution agreement will be considered Type III Software, as such term is used in the applicable distribution agreement.

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