



**QNX**

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# QNX® LICENSE SUPPLEMENT

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FOR  
QNX HYPERVISOR 2.0

VERSION 1.0

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# QNX LICENSE SUPPLEMENT

FOR HYPERVISOR 2.0

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## 1. INTRODUCTION

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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, and may supplement or revise, 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 Hypervisor 2.0 Software (“Hypervisor 2.0” or “Hypervisor 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 Hypervisor 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.

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## 2. QNX 7 PRODUCT PORTFOLIO LICENSING MODEL

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### 2.1. NOTICE FILES

The Notice Files for the Hypervisor 2.0 product contain the following information/attribute fields setting out the information for that product:

Field	Content Description
Support Provided	Indicates the level of support available for the referenced components. “ <b>Full</b> ” means support by QSS under its Standard, Priority and Custom Services Plans or other QSS enhanced support agreements. “ <b>Custom</b> ” means QSS will provide support, but only under the terms of its Custom Services Plan or other QSS enhanced support agreements. “ <b>Unsupported</b> ” 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. “ <b>Type I Software</b> ” (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.

	<p><b>“Type II Software”</b> (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.</p> <p><b>“Type III Software”</b> or <b>“As Is Code”</b> (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.</p>
Runtime Redistributable	Indicates that a file for which this attribute field is set to <b>“true”</b> is eligible for distribution as part of a Target System.
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.

## **2.2. ADDITIONAL INFORMATION**

Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

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## **3. QNX DEVELOPMENT LICENSE AGREEMENT**

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### **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.

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## **4. QNX NOTICE FILE**

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Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

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## **5. QNX OSS COMPLIANCE FILES**

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Please see the applicable description and additional information in the corresponding section of the current QNX License Supplement for the QNX SDP 7 product.

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## **6. LICENSING CONSIDERATIONS**

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### **6.1. QNX LICENSED PRODUCTS**

As set out in the SDP 7.0 Product Portfolio Guide and the QDL, QNX Licensed 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 QNX Licensed Product Software for commercial development purposes. Your QNX Licensed 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. HYPERVISOR 2.0 LICENSING**

### **6.2.1 HYPERVISOR 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 Hypervisor 2.0 Software for development under the applicable License Class, provided that you first obtain a corresponding Development License Certificate. The provisions specific to Hypervisor 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 Hypervisor 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 Licensed Products may be available under separate License Supplements and specifically identified Development License Certificates.

### **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 Hypervisor 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 6.2.7 (Assignment) below) and indivisible license for the Hypervisor 2.0 Software on the same terms and conditions specified in the QDL, except as modified by this License Supplement. Your Hypervisor 2.0 Software license is conditional on you having and maintaining (i.e., paying the annual Support Services fees) valid commercial QNX SDP 7.x 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 Hypervisor 2.0 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 QDL, including but not limited to, Section 14.2 (Experimental Software).

### **6.2.3 HYPERVISOR 2.0 - PROJECT LICENSE.**

Hypervisor 2.0 is licensed on a Project-specific basis Your Hypervisor 2.0 license is specific to a single Project and may not be transferred or reassigned to other projects. This Hypervisor 2.0 license ends when the Project for which it was purchased ends unless earlier terminated under the terms of the QDL.

### **6.2.4 DEPLOYMENT OF SOFTWARE.**

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

Section 5.1 (Deployment of Software). You may deploy your licensed Hypervisor 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 Hypervisor 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).

### 6.2.5 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 QDL in order to confirm compliance with the terms and conditions of this License Supplement and the QDL. If you have licensed Hypervisor 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.

### 6.2.6 ASSIGNMENT.

The QDL, as modified by this License Supplement, may be assigned pursuant to Section 20 (Assignment) in respect of Hypervisor 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 Hypervisor 2.0 is specifically licensed.

## 6.3. HYPERVISOR 2.0 LICENSING CONSIDERATIONS - MATRIX

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

While no additional licensing consideration are currently associated with Hypervisor 2.0 as of the date of publication of this License Supplement, please check the current version of the QNX License Supplements for all of the QNX SDP 7 products you are using for additional licensing considerations associated with those products.

## **Publication History**

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