

END-USER LICENSE AGREEMENTS FOR SPEEDGOAT AND QNX SOFTWARE

IMPORTANT NOTICE: This document contains two separate End-User License Agreements (“EULA”) that must be accepted in order to make use of the software that is developed or distributed by Speedgoat GmbH (“SPEEDGOAT”). While SPEEDGOAT acts as licensor in both EULAs contained herein, the EULAs make no reference to each other and exist independently of one another. Please read both EULAs carefully before using the software or computer systems developed or distributed by SPEEDGOAT.

This document was last updated on March 2021.

SPEEDGOAT SOFTWARE END-USER LICENSE AGREEMENT

PLEASE READ CAREFULLY: This End-User License Agreement (“SPEEDGOAT EULA”) is a legal agreement between you (either an individual or, if purchased or otherwise acquired by or for an entity, an entity) and SPEEDGOAT, for the SPEEDGOAT software sold by SPEEDGOAT (“SPEEDGOAT Software”) that accompanies this SPEEDGOAT EULA, which may include associated media, printed materials, "online" or electronic documentation, and Internet-based services. An amendment or addendum to this SPEEDGOAT EULA may accompany the SPEEDGOAT Software.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS SPEEDGOAT EULA BY INSTALLING OR IN ANY WAY USING SPEEDGOAT SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL OR IN ANY WAY USE THE SPEEDGOAT SOFTWARE; YOU MUST RETURN THE SPEEDGOAT SOFTWARE TO SPEEDGOAT WITHIN THIRTY (30) DAYS. YOU MAY BE ELIGIBLE FOR A REFUND ACCORDING TO THE TERMS OF YOUR PURCHASE AGREEMENT.

1. LICENSE: SPEEDGOAT grants you a limited, non-transferable and non-exclusive license to use the SPEEDGOAT Software subject to all the terms and conditions of this SPEEDGOAT EULA. All rights not specifically granted to you by this SPEEDGOAT EULA shall remain with SPEEDGOAT. No rights are granted to you to sublicense, rent or market the SPEEDGOAT Software. No rights are granted to you under any patents, patent applications, trade secrets or other proprietary rights.

The SPEEDGOAT Software accompanying this SPEEDGOAT EULA is licensed by SPEEDGOAT, but SPEEDGOAT retains ownership of the SPEEDGOAT Software itself, except for those parts which may be owned in whole, or in part by a third party. The rights granted under the terms of the SPEEDGOAT EULA include any software upgrades that replace and/or supplement the original SPEEDGOAT Software, unless such upgrade contains a separate license.

2. LICENSE RESTRICTIONS: ALL SOFTWARE PROVIDED TO YOU UNDER THIS EULA SHALL BE USED FOR RESEARCH & DEVELOPMENT PURPOSES AND WITH SPEEDGOAT HARDWARE ONLY FOR WHICH YOU ARE ENTITLED TO USE THE SOFTWARE VERSION DISTRIBUTED UNDER THIS EULA. WRITTEN AUTHORIZATION FROM SPEEDGOAT IS REQUIRED TO USE SOFTWARE PROVIDED UNDER THIS EULA FOR PRODUCTION OR EMBEDDED USE AND FOR SAFETY CRITICAL APPLICATIONS.

You shall not provide access, directly or indirectly, to the SPEEDGOAT Software via the web or any Internet application, or any file-sharing method or system unless explicitly allowed in your purchase agreement. You may not rent, lease, or loan the SPEEDGOAT Software, use the SPEEDGOAT Software for supporting third party use of the SPEEDGOAT Software, time share the SPEEDGOAT Software or provide service bureau use. You may not in any way clone or reverse engineer the SPEEDGOAT Software, except and only to the extent that such activity is expressly permitted by this SPEEDGOAT EULA and by applicable law notwithstanding this limitation. Changes or modifications to the SPEEDGOAT Software not expressly approved by SPEEDGOAT could void your warranty and authority to use the SPEEDGOAT Software. You may make one copy of the SPEEDGOAT Software for backup purposes, but all copyright and proprietary notices in the original must be included in such copy.

3. THIRD PARTY AND OPEN SOURCE SOFTWARE

3.1. THIRD PARTY SOFTWARE: The SPEEDGOAT Software which is distributed to you may include various third party software components or software services ("Third Party Software") which are provided under separate license terms (the "Third Party Terms").

You are permitted to use the Third Party Software in conjunction with the SPEEDGOAT Software, provided that such use is consistent with the terms of this SPEEDGOAT EULA and the Third Party Terms. You may have broader rights to use the Third Party Software under the applicable Third Party Terms. Nothing in this SPEEDGOAT EULA is intended to impose further restrictions on your use of the Third Party Software in accordance with any Third Party Terms.

3.2. OPEN SOURCE SOFTWARE: The SPEEDGOAT Software may use or include one or more of the open source software components. Use of the open source software constitutes your agreement to abide by the open source software license terms.

4. SOFTWARE MAINTENANCE SERVICE: During mutually agreed Maintenance Service periods, SPEEDGOAT shall provide service for the SPEEDGOAT Software as permitted by Swiss law: delivering subsequent releases of the software, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the SPEEDGOAT Software that are directly attributable to SPEEDGOAT, and (b) correct such errors in the next available release, provided you provide SPEEDGOAT with sufficient information to identify the errors (Maintenance Service). During this same paid Maintenance Service term, you shall also be entitled to receive technical support by phone and e-mail for the current release of the SPEEDGOAT Software.

SPEEDGOAT has no obligation to provide Maintenance Service to you after the Initial Maintenance Period unless it is purchased by you in accordance with the agreement and as permitted by Swiss law.

5. CONFIDENTIALITY AND NON-DISCLOSURE: The provisions in this Section 5 shall survive any termination of this SPEEDGOAT EULA.

(A) Software

You acknowledge that all software accompanying this EULA is proprietary product of SPEEDGOAT or its suppliers and other third parties. The SPEEDGOAT Software shall remain the property of SPEEDGOAT. You will not disclose or otherwise make available to any third party the SPEEDGOAT Software, any modified or derived works therefrom, or information contained therein, in any form, except to your employees and users for purposes limited to and specifically related to your use of the SPEEDGOAT Software in accordance with this SPEEDGOAT EULA. You shall take appropriate action by instruction or signed agreements with such employees and users to satisfy your obligations under this SPEEDGOAT EULA. If for any reason you or your employees or users gain access to SPEEDGOAT materials containing any confidential or proprietary marking, or SPEEDGOAT software source code to which you do not have a right of access under a written agreement between you and SPEEDGOAT, you agree to not examine, use, copy, or keep such items, but shall return them promptly to SPEEDGOAT. Your obligations of confidentiality and nondisclosure shall apply to all forms and parts of the SPEEDGOAT Software that is received by you.

(B) Injunctive Relief

Because harm not adequately compensable might result from unauthorized disclosure of proprietary or confidential information, SPEEDGOAT may seek injunctive relief if you breach your obligations of confidentiality and nondisclosure under this SPEEDGOAT EULA.

6. PATENT AND COPYRIGHT: All or parts of the SPEEDGOAT Software may have been patented or copyrighted by SPEEDGOAT or third-party providers. Patent or copyright notices have been included in the SPEEDGOAT Software for protective purposes and such notices shall not be construed as causing publication of the SPEEDGOAT Software.

7. CHARGES: You agree to pay all charges arising from the license of the SPEEDGOAT Software. In addition, you agree to pay, or reimburse SPEEDGOAT for paying, all taxes (except incomes taxes) and other government charges based on or measured by the charges set forth in this SPEEDGOAT EULA, or based on the SPEEDGOAT Software, its use, and any services provided herein, now or hereafter imposed by any governmental authority.

8. SPECIFICATIONS: SPEEDGOAT warrants that the SPEEDGOAT Software will conform in all material respects to its published specifications when operated on and with the Equipment specified. In the event of a breach of this warranty, provided that SPEEDGOAT is notified of the defects within the Initial Maintenance Period, SPEEDGOAT will, at its option, exert reasonable efforts to correct the defects, replace the SPEEDGOAT Software, or terminate the SPEEDGOAT EULA and refund any charges paid by you for the SPEEDGOAT Software.

9. TERMINATION: This SPEEDGOAT EULA is effective until terminated. Termination of this SPEEDGOAT EULA shall not relieve you of any obligations under any invoiced fees payable hereunder. Upon termination of this SPEEDGOAT EULA you must promptly return all copies of the SPEEDGOAT Software to SPEEDGOAT or certify in writing to SPEEDGOAT that all copies of the SPEEDGOAT Software have been destroyed.

This SPEEDGOAT EULA may be terminated automatically and any time without notice from SPEEDGOAT.

10. DISCLAIMER OF WARRANTIES, LIABILITIES, and INDEMNIFICATION: The limited warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations, if any, created by any advertising, documentation, packaging, or other communications.

SPEEDGOAT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPEEDGOAT WILL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE SPEEDGOAT SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SPECIFICALLY, SPEEDGOAT IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUTES, CLAIMS BY THIRD PARTIES, PERSONAL INJURY OR OTHERWISE, ARISING OUT OF OR RELATED TO YOUR USE OF OR YOUR INABILITY TO USE THE SPEEDGOAT SOFTWARE, HOWEVER CAUSED. SPEEDGOAT DOES NOT WARRANT THAT THE OPERATION OF THE SPEEDGOAT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SPEEDGOAT OR A SPEEDGOAT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY BEYOND THAT SPECIFIED IN THIS SPEEDGOAT EULA.

SPEEDGOAT SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM WHICH IS BASED UPON THE USE OF THE SPEEDGOAT SOFTWARE, OR ANY PART OF IT, IN CONNECTION WITH ANY EQUIPMENT, SOFTWARE, OR DEVICES THAT ARE NOT FURNISHED BY SPEEDGOAT, OR IN ANY MANNER FOR WHICH THE SPEEDGOAT SOFTWARE WAS NOT DESIGNED, OR IN ANY MANNER FOR WHICH THE SPEEDGOAT SOFTWARE HAS BEEN MODIFIED BY OR FOR YOU.

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION, POSSESSION, PERFORMANCE AND PROPER INSTALLATION AND USE OF THE SPEEDGOAT SOFTWARE AND FOR VERIFYING THE RESULTS OBTAINED THEREFROM. YOU AGREE TO INDEMNIFY AND HOLD SPEEDGOAT AND ITS SUPPLIERS HARMLESS WITH RESPECT TO ALL CLAIMS, INCLUDING THOSE BY THIRD PARTIES, ARISING OUT OF YOUR USE OF THE RESULTS OF OPERATION OF THE SPEEDGOAT SOFTWARE.

11. TERM: You shall have the right to use the SPEEDGOAT Software indefinitely, subject to the provisions of this SPEEDGOAT EULA. You understand and agree that the Maintenance Service for the SPEEDGOAT Software will terminate automatically upon expiration of the Initial Maintenance Period included with the purchase of the SPEEDGOAT Software. Thereafter, the Maintenance Service term may be renewed at the then current price and for the then-applicable term, as long as SPEEDGOAT offers such Maintenance Service, in accordance with the provisions of this SPEEDGOAT EULA.

12. ASSIGNMENT: You may not assign this SPEEDGOAT EULA without the written consent of SPEEDGOAT.

13. APPLICABLE LAW: This SPEEDGOAT EULA shall be governed by and construed and interpreted in accordance with the substantive laws of Switzerland, excluding the Swiss conflict of law rules. The United Nations Convention for the International Sales of Goods ("Vienna Sales Convention") is hereby excluded. You and SPEEDGOAT attorn to the non-exclusive venue and jurisdiction of the Courts of the Canton of Berne in respect of any matter or dispute arising from this SPEEDGOAT EULA and its subject matter.

14. SURVIVAL: Notwithstanding the termination or completion of this SPEEDGOAT EULA, all indemnities, warranties, restrictions and duties of confidentiality and non-disclosure in this SPEEDGOAT EULA will continue in full force and effect to the extent required for their full observance and performance.

15. ENTIRE AGREEMENT; GOVERNING LANGUAGE: This SPEEDGOAT EULA, including any amendments and addendums that may accompany it, constitute the entire agreement between you and SPEEDGOAT related to the SPEEDGOAT Software and any related support services, and supersedes all prior or contemporaneous oral and written communications, proposals and representations of any kind with respect to SPEEDGOAT Software, and any other subject matter covered by this SPEEDGOAT EULA. The terms and conditions of any subsequent invoice, waiver, amendment or other such agreement used by SPEEDGOAT in connection with this SPEEDGOAT EULA shall be considered valid and enforceable to the extent that such terms and conditions can be interpreted as consistent with this SPEEDGOAT EULA. If such terms and conditions cannot be interpreted as consistent with this SPEEDGOAT EULA, the terms of this SPEEDGOAT EULA shall control. If any provision of this SPEEDGOAT EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Any translation of this SPEEDGOAT EULA is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this SPEEDGOAT EULA shall govern.

QNX SOFTWARE END USER LICENSE AGREEMENT

IMPORTANT NOTICE: THIS QNX SOFTWARE END USER LICENSE AGREEMENT APPLIES TO QNX SOFTWARE AND DOCUMENTATION FROM QNX SOFTWARE SYSTEMS LIMITED ("QSS") MADE AVAILABLE FOR ACCESS BY SPEEDGOAT HEREUNDER (COLLECTIVELY, THE "QNX MATERIALS").

READ THE TERMS AND CONDITIONS OF THIS QNX SOFTWARE END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE CHECKING "I ACCEPT" OR ACCESSING THESE QNX MATERIALS. BY CHECKING "I ACCEPT" OR ACCESSING THE QNX MATERIALS, YOU ACCEPT THE TERMS OF THIS AGREEMENT.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE") AND SPEEDGOAT GMBH ("SPEEDGOAT") CONCERNING THE QNX MATERIALS.

1. DEFINITIONS.

1.1. "Licensee" means you, whether an individual or an entity, to whom SPEEDGOAT grants the License, and who is responsible for complying with the contractual obligations of the License and ensuring that anyone permitted access to the QNX Materials also complies with such obligations.

1.2. "Development Tools" means any components of the QNX SDP (as of version 7.0) Software provided by SPEEDGOAT to Licensee that do not constitute Runtime Configuration.

1.3. "Documentation" means the user guides, if any, accompanying delivery of the QNX Materials, as may be updated from time to time. Documentation may be delivered in printed and/or online forms, and in one or more languages.

1.4. "Licensee Application" means an application created by Licensee or its authorized user, using the Required Base Product, for use on a Target System.

1.5. "Licensor" means any person who, or entity which, grants a license to SPEEDGOAT or to QSS to redistribute that person's or entity's intellectual property. QSS is a Licensor of SPEEDGOAT.

1.6. "QNX Materials" means the QNX computer software and/or other related artifacts delivered and licensed hereunder, including the Runtime Configuration, Development Tools, Documentation, enhancements and error corrections.

1.7. "Required Base Product" means Simulink Real-Time. Licensee's use of the Required Base Product is subject to the terms and conditions of The MathWorks, Inc. Software License Agreement that accompanies the Required Base Product.

1.8. "Runtime Configuration" means the components of QNX SDP (as of version 7.0) Software, provided in object code format, forming Runtime Configuration 910761 (as published by QSS on www.qnx.com or in the QNX Neutrino Realtime Operating System Runtime Technologies section of the applicable Product Portfolio Guide for the QNX Software), or any updates thereto provided by SPEEDGOAT to Licensee.

1.9. "Target System" means SPEEDGOAT hardware containing a whole or partial copy of the Runtime Configuration that may be further modified through the use of the Development Tools.

1.10. "Third Party" means any person or legal entity that is not SPEEDGOAT or the Licensee.

2. LICENSE GRANT. SPEEDGOAT hereby grants to Licensee, subject to Licensee's compliance with the terms of this Agreement, a nonexclusive, nontransferable license (the "License") solely (i) to install, use, and copy the Runtime Configuration for the purpose of running, distributing, and supporting Licensee Applications for use on Target Systems; and (ii) to install, use, and copy the Development Tools, in conjunction with the Required Base Product, to create, develop, and test Licensee Applications; except for the gdb.exe debugging tool, which Licensee is only permitted to use in a post-mortem mode to investigate a Licensee Application that did not run successfully on the Target System. In all cases, the QNX Materials are licensed to Licensee only for use on Target Systems and only in connection with Licensee Applications.

3. LICENSE RESTRICTIONS. The License is subject to the express restrictions set forth below.

3.1. General Restrictions. Licensee is not permitted to do any of the following, except as expressly permitted in this Agreement:

3.1.1. modify, or create any derivative work of, any part of the QNX Materials;

3.1.2. adapt, translate, copy, or convert all or any part of the QNX Materials in order to create software or other materials, a principal purpose of which is (a) to perform the same or similar functions as the QNX Materials or any other technology or materials or any products licensed by SPEEDGOAT, or (b) to replace any component of the QNX Materials or any other technology or materials or any products licensed by SPEEDGOAT;

3.1.3. rent, lease, or loan the QNX Materials; use the QNX Materials for supporting Third Parties' use of the QNX Materials, time share the QNX Materials, or provide service bureau use;

3.1.4. disassemble, decompile, reverse engineer the QNX Materials or otherwise attempt to gain access to their method of operation or source code (other than files provided for convenience in source code form, if any);

3.1.5. sell, license, sublicense, publish, display, distribute, disseminate, assign, or otherwise transfer (whether by sale, exchange, lease, gift, or otherwise) to a Third Party the QNX Materials, any copy or portion thereof, or any License or other rights thereto, in whole or in part, except that the Runtime Configuration may be distributed as part of a Licensee Application or Target System in accordance with Section 2 of this Agreement, subject to compliance with Section 3.2 hereof;

3.1.6. alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the QNX Materials;

3.1.7. provide access (directly or indirectly) to the QNX Materials via a web or network application other than the licensee's internal network;

3.1.8. copy, make available for copy, or otherwise reproduce the QNX Materials, in whole or in part, except either (a) as may be required for their installation into computer memory for the purpose of executing the QNX Materials in accordance with this Agreement; or (b) to make a reasonable number of copies solely for back-up purposes provided that any such permitted copies shall reproduce all copyright, trade secret, patent, logo, proprietary and/or other legal notices contained in the original copy obtained from SPEEDGOAT; and/or

3.1.9. republish the Documentation.

3.2. Additional QNX Usage Terms. Licensee must do all of the following:

3.2.1. ensure that any end user or Third Party receiving the QNX Materials as part of a Licensee Application is bound by terms as restrictive as the terms of this Agreement, including without limitation all the restrictions in this Section 3;

3.2.2. keep the QNX Materials, including the Documentation, confidential at all times and treat them with at least the same degree of care and sensitivity as Licensee would treat its own confidential information, but no less than a reasonable standard of care;

3.2.3. comply with all applicable laws, ordinances, codes, regulations and policies applicable to the receipt, distribution, use of and/or access to the QNX Materials;

3.2.4. ensure that there is reasonable tracking and reporting of the distribution of the QNX Materials;

3.2.5. not use the QNX Materials beyond the limited license rights expressly granted in this Agreement, including, but not limited to not using, copying or distributing any part of the QNX Materials for any use other than as expressly stated in Section 2 above;

3.2.6. not alter, remove, or cover any proprietary or licensing notice(s) in or on any part of the QNX Software, including in any "about" box, "flash" / "splash" screen or documentation;

3.2.7. not use unauthorised license keys;

3.2.8. not decompile, disassemble, decrypt, extract or otherwise attempt or assist others to reverse engineer any part of the QNX Materials, including circumventing any license key activation or evaluation period expiry mechanisms;

3.2.9. not cause the QNX Materials to be subject to an open source license, encumbrance or scheme;

3.2.10. not directly or indirectly, export, import or transmit the QNX Materials to any country in contravention of the export or import laws of that country or the laws of Canada or the United States;

3.2.11. not update the QNX Materials with new versions or releases, except updates that QNX expressly authorizes; and

3.2.12. not reproduce, distribute, host or sublicense the QNX Materials, including the Documentation, beyond the limited authorized license rights associated with the Target System which SPEEDGOAT has expressly granted to Licensee under this Agreement.

3.3. Licensee's license to the QNX Materials will terminate immediately if Licensee asserts a patent on QSS relating to the QNX Materials or brings a claim that the QNX Materials are infringing.

4. RETENTION OF RIGHT, TITLE AND INTEREST BY QSS AND ITS LICENSORS; CONFIDENTIALITY. The QNX Materials shall at all times remain the property of QSS and/or its Licensors. Licensee acknowledges and warrants that it acquires no title in or to the QNX Software, including any intellectual property rights. The QNX Materials are a commercially valuable product of QSS, the design and development of which reflect the efforts of skilled development experts and the investment of considerable time and expense. Licensee shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the QNX Materials, so as to enable Licensee to satisfy its obligations under the terms of this Agreement. The QNX Materials are proprietary information of QSS, and are protected by copyright law, trade secret law and other applicable law.

5. LICENSES FOR THIRD PARTY MATERIALS. If the QNX Materials contain software or other artifacts from Licensors who require that a separate license be accepted by Licensee in order to use their software or artifacts, such Third Party licenses are included in text files within the QNX Materials. Licensee agrees that by accepting this Agreement, Licensee also accepts the terms of such Third Party licenses and that SPEEDGOAT and QSS bear no liability with respect to such Third Party software or artifacts. SPEEDGOAT, QSS and their respective representatives do not make or pass on to Licensee any warranty or representation on behalf of any Third Party.

6. HIGH RISK APPLICATIONS. Licensee acknowledges and agrees that: (i) the QNX Materials are offered as a general purpose, modular, real-time operating system; (ii) there will be errors (which may include critical errors) in the QNX Materials; (iii) selecting and integrating modules of the QNX Materials into a runtime Target System environment requires many design decisions which impact the operation, performance and reliability

of the Target System; (iv) the operation, performance and reliability of the QNX Materials in the Target System may also be affected by error corrections or enhancements, and by changes to the associated hardware or software environments; (v) error corrections may not be subjected to the same level of quality assurance testing to which QSS subjects its commercially released software products; (vi) Licensees who engage in high risk applications must conduct thorough testing to identify and correct problems prior to the release of Target Systems, and prior to the release of any modifications, updates or enhancements thereto; (vii) such testing requires an intimate knowledge of the overall Target System design, and the nature and scope of ongoing changes; and (viii) QSS has minimal experience in or knowledge of the risks associated with Licensee's direct and indirect use of the Target System, and has no control over Licensee's testing programs or decisions to release Target Systems.

7. TERMINATION. Either party may terminate this Agreement upon thirty (30) days' written notice in the event of breach by the other party, unless the breaching party cures such breach within thirty (30) days of notice if such breach is curable. Upon request, following termination, Licensee shall promptly return all but archival copies of the QNX Materials in Licensee's possession or control, or promptly provide written certification of their destruction.

8. EXPORT CONTROL. The QNX Materials may be subject to U.S. export control laws or other (U.S. and non-U.S.) governmental export and import laws and regulations. Licensee's rights under this Agreement may not be exercised by Licensee or any Third Party in violation of such laws and regulations, nor may this Agreement be transferred to any party where doing so would result in such a violation. It shall be Licensee's responsibility to comply with the latest United States or other governmental export and import regulations.

9. FEDERAL ACQUISITION. This provision applies to all acquisitions of the QNX Materials and Documentation by, for, or through the federal government of the United States. By accepting delivery of the QNX Materials or Documentation, the government hereby agrees that this software or documentation qualifies as commercial computer software or commercial computer software documentation as such terms are used or defined in FAR 12.212, DFARS Part 227.72, and DFARS 252.227-7014. Accordingly, the terms and conditions of this Agreement and only those rights specified in this Agreement, shall pertain to and govern the use, modification, reproduction, release, performance, display, and disclosure of the QNX Materials and Documentation by the federal government (or other entity acquiring for or through the federal government) and shall supersede any conflicting contractual terms or conditions.

10. FOR EUROPEAN UNION LICENSEES ONLY. Any contractual provisions of this Agreement contrary to laws implemented under Article 6 of Appendix V of the European Union Software Directive or to the exceptions provided for in Article 5(2) and (3) of such Appendix shall be null and void solely to the extent decompiling, disassembling, or otherwise reverse-engineering of the QNX Materials is necessary to enable the Licensee to create an independent program that is interoperable with the QNX Materials or any other permitted objectives specified by such laws implemented under such directive (collectively, the "Permitted Objectives"), provided that any such information gained is used solely for such Permitted Objectives.

11. ASSIGNMENT. Licensee may not assign or otherwise transfer this Agreement and its rights and obligations hereunder, in whole or in part, by operation of law or otherwise, without the written consent of SPEEDGOAT. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. SPEEDGOAT may charge Licensee an administrative fee for any permitted assignment.

12. LIMITATION OF LIABILITY. The QNX Materials should not be relied on as the sole basis to solve a problem or implement a design whose incorrect solution or implementation could result in injury to person or property. If the QNX Materials are employed in such a manner, it is at the Licensee's own risk and SPEEDGOAT and its Licensors explicitly disclaim all liability for such misuse to the extent allowed by law. SPEEDGOAT and its Licensors' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. Except as aforesaid, (a) any other liability of SPEEDGOAT and its Licensors (whether in relation to breach of contract, negligence or otherwise) shall not in total exceed one hundred dollars (\$100.00); and (b) SPEEDGOAT and its Licensors, and their respective affiliates, officers, employees, agents, suppliers, distributors, or licensors shall have no liability for any indirect, incidental, special or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use of any computer hardware or

software or other commercial or economic loss). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to Licensee. This Section shall survive and apply notwithstanding the failure of essential purpose of any limited remedy.

13. SUPPORT. QSS has no obligation to provide support. Further, QSS has no responsibility for Target System development, manufacturing, reproduction, assembly, marketing, distribution, licensing, installation, training, maintenance, updating, or support.

14. DISCLAIMER OF WARRANTIES. The QNX Materials are delivered "as is." SPEEDGOAT, QSS, and their Licensors make, and the Licensee receives, no additional express or implied warranties. SPEEDGOAT, QSS and their Licensors hereby expressly disclaim any and all other conditions, warranties, or other terms of any kind or nature concerning the QNX Materials (including, without limitation, any with regard to infringement, merchantability, quality, accuracy, or fitness for a particular purpose or Licensee's purpose). SPEEDGOAT also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance. The QNX Materials are provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with Licensee. SPEEDGOAT and QSS do not warrant that the QNX Materials will operate without interruption or be error free or that errors will be corrected. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Licensee. Licensee may also have other rights which vary from state to state and country to country. Licensee accepts responsibility for its use of the QNX Materials and the results obtained therefrom.

15. GOVERNING LAW; JURISDICTION. This Agreement shall be deemed to have been made in Liebfeld and is governed by, and construed and enforced in accordance with, the laws of the Canton of Berne, Switzerland, and the federal laws applicable therein. Licensee and SPEEDGOAT attorn to the non-exclusive venue and jurisdiction of the Courts of the Canton of Berne in respect of any matter or dispute arising from this Agreement and its subject matter. The parties agree that a final judgment in any such matter or dispute shall be conclusive and binding and may be enforced in any other jurisdiction. To the extent any governing law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or otherwise unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16. HEADINGS. The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with regard to the QNX Materials and may not be modified or amended except by written instrument, executed by authorized representatives of SPEEDGOAT and Licensee.