

BLACKBERRY SOFTWARE LICENSE AGREEMENT

This BlackBerry Software License Agreement (the "Agreement") is a legal agreement between you individually if you are agreeing to it in your own capacity, or if you are authorized to acquire the Software on behalf of your company or another organization, between the entity for whose benefit you act ("You"), and Research In Motion Limited ("RIM") (together the "Parties" and individually a "Party").

BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY DOWNLOADING, INSTALLING, ACTIVATING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT LEGALINFO@RIM.COM.

Return.

IF, PRIOR TO DOWNLOADING, INSTALLING, ACTIVATING OR USING THE SOFTWARE, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THIS SOFTWARE AND YOU SHOULD: (A) PROMPTLY RETURN THE SOFTWARE TO RIM, DELETE IT, OR DISABLE IT; (B) IF YOU HAVE PURCHASED A RIM PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF RIM, PROMPTLY RETURN THE RIM PRODUCT AND THE ACCOMPANYING SOFTWARE AND ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO RIM OR THE RIM AUTHORIZED DISTRIBUTOR FROM WHOM YOU OBTAINED THE RIM PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS; OR (C) IF YOU HAVE PURCHASED A THIRD PARTY HANDHELD PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF RIM, PROMPTLY ARRANGE FOR THE DISABLEMENT OF THE SOFTWARE WITH RIM OR THE RIM AUTHORIZED DISTRIBUTOR FROM WHOM YOU OBTAINED THE THIRD PARTY HANDHELD PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS. If You have paid for the Software, and/or for the RIM Product which You acquired with that Software and are unable to usefully use without that Software, (as applicable), and You provide RIM or the authorized distributor from whom You acquired the Software for the RIM Products with Your proof of purchase within ninety (90) days from the date You acquired the Software, RIM or the authorized distributor will refund the fees (if any) to You which You have paid for these items. To get a refund for Software on Third Party Handheld Products (note however that the Software is provided at no charge on some Third Party Handheld Product(s) and hence there may be nothing to refund) please contact Your authorized distributor of the Software for that Third Party Handheld Product. If You are unable to obtain a refund for the Software from an authorized distributor please contact RIM at legalinfo@rim.com.

The right to use the Software is separate and apart from the purchase of the physical product(s) and the airtime that You purchased from Your Airtime Service Provider. This Agreement between You and RIM deals with the intellectual property in the Software and is deemed to have been entered in Canada.

Definitions. Unless the context requires otherwise, the defined terms in this Agreement shall have the meanings set out below (and where the context so admits the singular shall include the plural and vice versa).

"Airtime Service" means wide-area wireless network services and any other network services (including wireless local area network, satellite services and Internet services) required for Your BlackBerry Solution.

"Airtime Service Provider" means the service provider of Airtime Services that support Your BlackBerry Solution.

"Authorized User(s)" means any of the following who You give permission to use the Software as part of Your BlackBerry Solution: (a) subject to subparagraph (d) below, any of Your employees, consultants or independent contractors; (b) any friend or family member, or any person that resides in Your premises; (c) any third party who hosts the Software on Your behalf under an agreement with You for such hosting (e.g. IT outsourcer) and who has read and agreed to abide by the terms of this Agreement; and (d) any other person who RIM authorizes in writing.

"BlackBerry Handheld Product" means a wireless handheld device manufactured by or on behalf of RIM.

“BlackBerry Handheld Software” means the RIM proprietary software (comprised of RIM proprietary: software, firmware, interfaces, content and other data; and Third Party Components) designed for use on a Handheld Product that is: (a) loaded on the Handheld Product as originally shipped by RIM; or (b) transmitted, distributed or otherwise made available by or on behalf of RIM from time-to-time for use on a Handheld Product. Examples of BlackBerry Handheld Software include the handheld software pre-installed on a BlackBerry Handheld Product, and the “BlackBerry Application Suite” product transmitted, distributed or otherwise made available by or on behalf of RIM from time to time for use on Third Party Handheld Products.

“BlackBerry PC Software” means RIM proprietary personal computer software (comprised of RIM proprietary software, interfaces, content and other data; and Third Party Components) designed for only a single user to use and access at any one time. An example of BlackBerry PC Software is “BlackBerry Desktop Software”, which can be used to provision and maintain synchronization between Your Handheld Product and Your personal computer and provides other desktop management functionality.

“BlackBerry Prosumer Service(s)” means services designed to provide at least some portion of the functionality of BlackBerry Server Software without requiring RIM customers to acquire BlackBerry Server Software. It includes RIM offerings such as the RIM “BlackBerry Internet Service” and “BlackBerry Mail”. All or a portion of certain BlackBerry Prosumer Service(s) may not be supported by Your Airtime Service Provider.

“BlackBerry Server Software” means RIM proprietary server software (comprised of RIM proprietary: software, interfaces, content and data; and Third Party Components), a single copy of which is designed to be accessed by multiple Handheld Products at any one time. Examples of BlackBerry Server Software include the “BlackBerry Enterprise Server” product, which is designed to integrate with and provide a link between certain corporate application servers (such as email servers) and the Handheld Products provisioned to operate with “BlackBerry Enterprise Server” software, and the “BlackBerry Unite!” product, which is designed to integrate and provide a link between Your personal computer running the “BlackBerry Unite!” product and the Handheld Products provisioned to operate with the “BlackBerry Unite!” product.

“Documentation” means the applicable installation guide or standard end user documentation prepared and supplied by RIM for the specific type and version of Software, RIM Product or Service, including any safety instructions. Documentation is also available via <http://www.blackberry.com/knowledgecenterpublic/livelink.exe?func=ll&objId=8067> or by contacting RIM at legalinfo@rim.com. For certainty, Documentation does not include any installation guide or end-user documentation that is prepared other than by RIM by or on behalf of an Airtime Service Provider or other third party.

“Handheld Product” means: (a) a BlackBerry Handheld Product; or (b) a Third Party Handheld Product.

“RIM Product” means any of the BlackBerry Handheld Products and any RIM supplied accessories for such BlackBerry Handheld Product exclusive of any Software, including, without limitation, any smart card reader.

“Software” means any of the BlackBerry Handheld Software, BlackBerry PC Software or BlackBerry Server Software provided to You under this Agreement, in whatever form, medium or manner provided or subsequently installed or used. If the Software has the capability to provision (i.e. activate) BlackBerry Handheld Software, then, the term “Software” includes any and all BlackBerry Handheld Software (including any and all updates or upgrades thereto) that is provisioned using the Software. The term “Software” shall not include any Third Party Software, whether or not the Third Party Software accompanies, is provided with, or operates in conjunction with, the Software and/or any other portion of Your BlackBerry Solution or Third Party Handheld Product.

“Service” means any RIM service provided to You in conjunction with Your BlackBerry Solution (including, without limitation, any RIM service, such as BlackBerry Prosumer Service, for which You subscribe, and any new RIM service or modification to an existing RIM service that RIM provides, or otherwise makes available to You from time-to-time).

“Third Party Components” means software, interfaces, and firmware, licensed by RIM from a third party for incorporation into a RIM product and distribution as an integral part of that RIM product under a RIM brand.

“Third Party Content” means content proprietary to a third party, including, without limitation, third party files, databases and websites.

“Third Party Handheld Product” means any wireless handheld device, other than a BlackBerry Handheld Product, on which BlackBerry Handheld Software or any portion thereof, has been designed by RIM to operate, and in relation to which RIM has entered into an agreement with Your Airtime Service Provider authorizing that third party wireless device to access the RIM infrastructure.

“Third Party Services” means services provided by a third party, excluding Airtime Services.

“Third Party Software” means software applications proprietary to a third party but shall not include Third Party Components.

“Your BlackBerry Solution” means the Software, and at least one of the following additional items which You obtain, install, provision, or otherwise authorize and accept responsibility for the use of in conjunction with the Software, as applicable in Your circumstances: RIM Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and Service(s); along with the applicable Documentation.

Software and Documentation License. The Software is licensed and not sold under this Agreement. Subject to the terms and conditions herein, this Agreement grants You a personal, revocable, non-exclusive, non-transferable license that permits You and Your Authorized Users:

- (a) if the Software is BlackBerry Server Software:
 - to install and use up to the number of copies (including virtual copies) of the Software corresponding to the fees for the Software paid to RIM or RIM’s authorized distributor (and if no fees for the Software are payable to RIM or RIM’s authorized distributor, then to install and use up to the number of copies otherwise authorized by RIM); and
 - to enable up to the number of Handheld Products corresponding to the fees paid to RIM or RIM’s authorized distributor to access the Software (and if no fees are payable to RIM or RIM’s authorized distributor to enable Handheld Products to access the Software, then to enable up to the number of Handheld Products otherwise authorized by RIM) (for example, if You are running “BlackBerry Enterprise Server” software, You must acquire client access licenses for the number of Handheld Products used in conjunction with that BlackBerry Server Software); and
- (b) if the Software is BlackBerry Handheld Software or BlackBerry PC Software and:
 - if the Software is pre-installed on hardware, then, to use the single copy of that Software installed on the hardware; or
 - if the Software is not pre-installed on hardware, then, to install and use, and permit Authorized Users to install and use, the Software on the applicable hardware corresponding to the fees for the number of copies of the Software paid to RIM or RIM’s authorized distributor (and if no fees are payable to RIM or RIM’s authorized distributor for the Software, then to install and use up to the number copies otherwise authorized by RIM).

In all cases, You or Your Authorized Users may not use or allow the use of the Software or access the Services other than for Your own internal or personal purposes and other than as part of Your BlackBerry Solution. If an Authorized User wishes to use the BlackBerry Handheld Software with another BlackBerry solution (i.e. a BlackBerry solution comprised of RIM proprietary products, software or services which You have not obtained, installed or provisioned, and You are prepared to permit, but do not accept responsibility for, such use; “Other BlackBerry Solution”), then such use is not covered by this license agreement and the Authorized User must enter into a separate license agreement with RIM entitling him or her to use the BlackBerry Handheld Software as part of the Other BlackBerry Solution. (e.g. if You are a corporation and Your employee wishes to use the BlackBerry Handheld Software, in conjunction with his or her home installation of “BlackBerry Unite!” or personal BlackBerry Prosumer Services, and You permit but do not take responsibility for such use, Your employee must, in addition to being an Authorized User under this Agreement, enter into a BlackBerry Software License Agreement with RIM, in his or her personal capacity, entitling use of the Software with this Other BlackBerry Solution). In most cases the BlackBerry Software License Agreement will be presented to the individual when he or she installs the “BlackBerry Unite!” product or provisions the BlackBerry Handheld Software for use with BlackBerry Prosumer Services, and is otherwise available from RIM at www.blackberry.com/legal. This license does not imply any rights to: (i) future upgrades or updates of the Software or Third Party

Software; (ii) in the case of BlackBerry Handheld Software on a Handheld Product, the ability to access applications, other than those included in the Software; or (iii) acquire any new or modified Services.

The Software may include functionality to automatically check for updates or upgrades to the Software. Unless You, or a third party with whom You have an agreement to provide Your BlackBerry Solution or portions thereof to You, configures Your BlackBerry Solution to preclude the transmission or use of upgrades or updates to the Software, Third Party Software or Services, You hereby agree that RIM may make such updates or upgrades available to You from time-to-time. If RIM, either directly or through a distributor (including Your Airtime Service Provider) makes any updates or upgrades to the Software or Services available to You, such updates or upgrades shall be subject to the terms and conditions of this Agreement unless the Software or Service(s) is expressly provided to You under other, or additional terms and conditions, in which case, those other, or additional terms and conditions (which may include the payment of additional fees), shall apply.

You may not print, distribute or modify the Software, in whole or in part. You may not copy, reproduce or in any other manner duplicate the Software, except as authorized in this Agreement or in a separate written agreement between You and RIM. For the purposes of this provision “copy” or “reproduce” shall not include copying of statements and instructions of the Software that naturally occurs during normal program execution when used in accordance with and for the purposes described in the Documentation or in the course of making unmodified regular back-ups of the Software or of the computer or system on which the Software is installed, in accordance with industry standard business practices. You may not copy any Documentation or portion thereof unless specifically authorized in writing to do so by RIM. You may download a single copy of the Documentation from <http://www.blackberry.com/knowledgecenterpublic/livelink.exe?func=ll&objId=8067> solely for Your use under these terms and conditions.

Use of Your BlackBerry Solution. You are responsible for all activities with respect to Your BlackBerry Solution undertaken by You and Your Authorized Users and You will ensure that:

- (a) You and Your Authorized Users will only use Your BlackBerry Solution and any component thereof, in accordance with this Agreement, all applicable laws and regulations, and the appropriate Documentation for Your BlackBerry Solution or portion thereof;
- (b) You have the right and authority to enter into this Agreement, either on Your own behalf or on behalf of a company or other entity, or minor, and that You are over the age of majority;
- (c) Any information that is provided to RIM pursuant to this Agreement is true, accurate, current and complete;
- (d) You and Your Authorized Users will not knowingly, after making such inquiries as a reasonable person in Your or Your Authorized User's position would undertake, use or permit others to use Your BlackBerry Solution or portion thereof in isolation or with any other software or data in a manner that in RIM's judgment, acting reasonably, interferes with, degrades or adversely affects any software, system, network or data used by any person including RIM or an Airtime Service Provider or otherwise has a detrimental effect upon RIM, an Airtime Service Provider or any of their respective customers or products or services, and You will immediately cease any such activity upon RIM delivering notice of same to You;
- (e) You and Your Authorized Users will not transmit harassing, abusive, libelous, illegal or deceptive messages, content or information;
- (f) You and Your Authorized Users will not use Your BlackBerry Solution, or any part thereof, to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including any breach of privacy or infringement, violation or misappropriation of any intellectual property rights and/or other proprietary rights of any third party (including, without limitation, copying and sharing Third Party Content for which You and Your Authorized Users do not have the rights to copy and share, or unlawfully circumventing any digital rights management protections);
- (g) You and Your Authorized Users will not sell, rent, lease, or transfer, or attempt to sell, rent, lease, or transfer, the Software or any part thereof, or Your entitlement to use the Services or any part thereof, (including operating a service bureau or equivalent service using the Software to any other person, without the prior express written permission of RIM;
- (h) You and Your Authorized Users will not transfer, or attempt to transfer, any Software or any part thereof pre-installed by or on behalf of RIM on a BlackBerry Handheld Product for use on any other handheld device without the prior written permission of RIM; and
- (i) You and Your Authorized Users will cooperate with RIM and provide information requested by RIM to assist RIM in investigating or determining whether there has been a breach of this Agreement and provide RIM with access to the

premises and computers where the RIM Products, Services or Software are or have been used. You hereby authorize RIM to cooperate with: (1) law enforcement authorities in the investigation of suspected criminal violations; (2) third parties in investigating acts in violation of this Agreement; and (3) system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. Such cooperation may include RIM disclosing Your or Your Authorized Users username, IP address, or other personal information.

Third Party Content and Third Party Services. As part of the capability of Your BlackBerry Solution, Third Party Content and Third Party Services may be provided, transmitted or otherwise made available to You. You may also have access to links (either by way of icons or bookmarks) to specific third party websites (“Linked Sites”) and access to other websites (“Other Sites”) or information that enable You: (a) to access Third Party Content; or (b) to acquire Third Party Services. RIM is pleased to be able to offer You these features, but can only do so with Your clear understanding, acknowledgement and agreement that, notwithstanding that RIM may provide links to websites and may make available Third Party Services and Third Party Content to You, THE THIRD PARTY SERVICES, LINKED SITES, OTHER SITES, AND THIRD PARTY CONTENT ARE NOT UNDER THE CONTROL OF RIM, AND ARE IN NO WAY ENDORSED BY RIM. RIM cannot guarantee access to any particular website using Your BlackBerry Solution. If You are unsure whether RIM is the source of a website, content or service, please contact RIM at legalinfo@rim.com. If You deal with third parties through the Internet, take care to ensure You know who You are dealing with, and that You know the terms and conditions associated with those websites and any services You may receive, including, without limitation, delivery and payment terms, ability to return goods, privacy terms and security features to protect Your private information and to ensure Your personal safety. If You enter into agreements with third parties on the Internet, You will be responsible for complying with the terms and conditions of those agreements.

Third Party Software and Third Party Components. To enhance Your experience with Your BlackBerry Solution, the Software may include Third Party Components and Third Party Software may be provided in conjunction with the Software when originally shipped by RIM or may subsequently be transmitted, distributed or otherwise made available to You from time-to-time. The use of the Third Party Software and Third Party Components (including any updates or upgrades thereto) may be subject to separate or additional terms and conditions. These separate or additional terms and conditions, if any, will be made available in a text file accompanying the Software or, in the case of Third Party Software, may be made available when You use or install the Third Party Software for the first time. With respect to Third Party Software provided to You, RIM is only able to provide such software with Your understanding, acknowledgment and agreement that such software is: (a) provided as a convenience to You only; and (b) unless it is accompanied by a separate software license, is subject to the terms and conditions of this Agreement as though it were Software, except that it is provided by RIM “AS IS” with no express or implied conditions, endorsements, guarantees, representations or warranties. If You wish to obtain Third Party Software on other terms, You should acquire this Third Party Software directly from its suppliers. If a separate license agreement or additional terms and conditions apply to any Third Party Software or Third Party Components provided by RIM, then the provisions of this Agreement related to Third Party Software and Third Party Components will still apply and in no event shall such separate license agreements or additional terms and conditions between You and the supplier be binding on RIM or impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon RIM whatsoever. To the extent that any particular Third Party Component is covered by additional terms and conditions that provide You with rights to use, copy, distribute, or modify all or part of such Third Party Component broader than the rights afforded You under this Agreement for the Software then, solely to the extent You can exercise such broader rights without breaching the terms of this Agreement for the remainder of the Software, You obtain the benefit of such broader rights. For purposes of clarity, this provision does not apply to any Sun Microsystems Inc. java code used in conjunction with a Third Party Handheld Product which is to be licensed to You by the supplier or manufacturer of the Third Party Handheld Product.

Your Computer Systems and Airtime Services. Except as the Parties expressly agree in writing, RIM has no responsibility for the selection, implementation, interoperability and performance of any and all third party hardware (including, without limitation, Third Party Handheld Product(s)), software and services (including, without limitation, Internet connectivity and Airtime Services) used in association with Your BlackBerry Solution. In most instances, Your BlackBerry Solution will require a subscription for Airtime Services in order to use Your BlackBerry Solution and You must acquire this subscription through an Airtime Service Provider, either directly or where available through RIM, which Airtime Services shall be subject to the terms and conditions of such Airtime Service Provider. If You wish to obtain information about which Airtime Service Providers support Your BlackBerry Solution in Your location please contact RIM via legalinfo@rim.com. You are responsible for ensuring that the hardware, software and services (including, without limitation, Internet connectivity and Airtime Services) with which You choose to operate Your BlackBerry Solution meets RIM’s minimum requirements, including, without limitation, the processing speed, memory, client software and the availability of dedicated Internet access required for Your BlackBerry Solution as set out in the Documentation, and that You and Your Authorized Users’ use of such hardware, software

and/or services with Your BlackBerry Solution is not in violation of any licenses, terms, conditions, laws, rules and/or regulations respecting the use of such hardware, software or services.

Desktop Cryptography Support. The Software may include software modules that allow users to extend certain of their existing desktop-based cryptography implementations (such as S/MIME v.3 (or greater) or implementations based on the RFC 2440 standards) (each a "Desktop Cryptography Implementation") wirelessly to certain Handheld Products. You cannot use each such software module without first obtaining and using a separately available installer. A list of the distributor(s) of the appropriate installer may be found at http://www.blackberry.com/select/legal/smime_pgp.shtml. RIM does not provide any portion of the cryptography infrastructure required for the Desktop Cryptography Implementation itself and RIM takes no responsibility for the selection, acquisition, implementation, performance or non-performance, support, accuracy or reliability of any portion of Your cryptography infrastructure, including, without limitation, the selection, accuracy or reliability of the infrastructure software, or any trust signatures, public keys, third party certificates and related services, or any authentication or authentication method, used in conjunction with the cryptography infrastructure. You are responsible for ensuring that You comply with any terms and conditions, rules and regulations respecting Your use of the applicable cryptography infrastructure, certificates, public keys, and any other services or software You may use in conjunction with Your particular Desktop Cryptography Implementation. RIM HAS NO LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO YOUR DESKTOP CRYPTOGRAPHY IMPLEMENTATION.

Intellectual Property. You do not acquire hereby any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or rights in any confidential information or trade-secrets, in or relating to Your BlackBerry Solution or any part thereof. You also do not acquire any rights in or related to Your BlackBerry Solution or any component thereof, other than the rights expressly licensed to You under this Agreement or in another mutually agreed upon written agreement that You may have with RIM. No title and/or any right of possession to the RIM Product(s) (if any) is granted by virtue of this Agreement. Any rights not expressly granted herein are expressly reserved. The Software, including any copies You make of the Software, is only licensed, and not sold, to You, and the Software, all Documentation and any site(s) which allow You to access any Services are protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties both civil and criminal for intellectual property infringement. You agree that nothing in this Agreement shall adversely affect any rights and recourse any remedies, including, without limitation, injunctive relief, that RIM may have under any applicable laws relating to the protection of RIM's intellectual property or other proprietary rights.

Cisco Non-Assert Pass-through. If Your BlackBerry Solution contains any Cisco Technology, in consideration of Your right to use the Cisco Technology, You agree not to assert any patent rights related to the Cisco Technology against Cisco, Cisco's customers, Cisco's distributors or licensees of the Cisco Technology for making, having made, using, selling, offering for sale, or importing products complying or implementing the Cisco Technology. For the purposes of this Agreement, "Cisco Technology" means software, Lightweight Enhanced Authentication Protocol ("LEAP"), LEAP specifications, Cisco Client Extensions technology, technical information, and algorithms, as they solely relate to the LEAP and/or Cisco Client Extensions, as appropriate.

Export Restrictions and U.S. Government Licenses. You acknowledge that the Software includes encryption software that may be subject to export, import, and/or use controls by Government Authorities (as hereinafter defined) by way of law or regulation. You agree that the RIM Products and Software will not be exported, imported, used, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other (sub-national and/or supranational) government authorities with authority over the country(ies) and/or territory(ies) from which the RIM Products and Software are being exported or to which the RIM Products and Software are being imported (collectively, the "Government Authority(ies)"). Without limitation, the RIM Products and Software will not be exported: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. If You have any questions regarding this Section, please contact RIM at legalinfo@rim.com. You hereby represent that: (1) to the best of Your knowledge You are eligible to receive the RIM Product(s) and Software under applicable law; (2) You will not use the RIM Products and Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity; and (3) You will ensure that Authorized Users use the RIM Product(s) and Software in accordance with the foregoing restrictions. You hereby agree to indemnify RIM and the Airtime Service Provider from any claims, actions, liability or expenses (including reasonable lawyers' fees) resulting from Your failure to act in accordance with the acknowledgements, agreements, and representations in this Section. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if You

are any agency of the government of the United States of America, then Your rights in respect of the Software shall not exceed the rights provide under this Agreement, unless expressly agreed upon by RIM in a written agreement, signed by Chief Operating Officer or Chief Executive Office of RIM, between You and RIM.

Security. Your BlackBerry Solution may utilize a level of encryption data security for communications between Your Handheld Product and the computer system with which it operates. You assume full responsibility for the establishment of appropriate security measures to control access to Your Handheld Product and such computer system.

Confidentiality. You acknowledge and agree that the Software was developed at considerable time and expense by RIM and is confidential to and contains trade-secrets of RIM and its suppliers. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person except to Authorized Users with a need for access to exercise the license rights conferred hereby.

No Reverse Engineering. This Agreement gives You no right to obtain from RIM or its distributors any source code for the Software, and, except to the extent that RIM is expressly precluded by law from prohibiting these activities, You agree that neither You nor Your Authorized Users will alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer the Software, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same. For the purposes of this Agreement, "Reverse Engineer" includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", or "black box" reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

Term. This Agreement shall be effective upon Your agreeing to be bound by the terms of this Agreement (as described in the preamble above) and shall continue in effect unless terminated in accordance with the provisions set out herein.

Remedies and Termination for Default. If You or Your Authorized Users breach this Agreement RIM may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement and any other license agreement between You and RIM for any other portion of Your BlackBerry Solution used by You or Your Authorized Users with the Software by providing notice of termination. Without limiting the generality of the foregoing sentence, You will be deemed to be in breach of this Agreement and RIM will have the right to terminate this Agreement upon providing notice if: (1) You or Your Authorized Users fail to comply with or perform a term or condition herein; (2) You materially contravene any other license agreement or terms of service that You may have with RIM for any portion of Your BlackBerry Solution used by You or Your Authorized Users with the Software, including, without limitation, the terms of any click-wrap or shrink-wrap agreement that You have agreed to on RIM's website or otherwise; (3) You or any of Your Authorized Users interfere with RIM's customer service or business operations; or (4) any monthly or other periodic fees or costs associated with Your use of Your BlackBerry Solution are not paid within thirty (30) days of their becoming due. In addition, RIM may terminate this Agreement and/or immediately cease to provide the Service(s) without any liability whatsoever to You or Your Authorized Users if RIM is prevented from providing any portion or all of any Service or from selling Airtime Services, if applicable, by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body, or if a notice from a government agency or department indicates either RIM or the Airtime Service Provider is not permitted to provide any portion or all of the Airtime Services, if applicable. Nothing herein shall be construed to require RIM to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. RIM shall not have any liability to You or Your Authorized Users arising from or related to the termination of this Agreement in accordance with this Section.

Effect of Termination. Upon termination of this Agreement: (a) You will cease all use of the Software and, if possible, destroy and/or permanently delete all copies of the Software in Your and/or Your Authorized Users' possession or control; and (b) RIM shall have the right to block any transmission of data to and from the Software, without notice to You. Upon termination of any account You may have with RIM, You authorize RIM to delete any files, programs, data and email messages associated with such account, without notice to You. In the event of the termination of this Agreement by RIM pursuant to provisions of this Agreement, You shall pay to RIM all fees (including attorney fees) and related expenses expended or incurred by RIM in the enforcement of any right or privilege hereunder.

Indemnity/Liability. You shall defend, indemnify, and hold harmless RIM, RIM's affiliates, suppliers, successors, agents, authorized distributors and assigns and each of their directors, officers, employees and independent contractors (each a "RIM Indemnified Party")

from any claims, damages, losses, costs or expenses (including, without limitation, legal fees and costs) incurred by a RIM Indemnified Party in connection with all claims, suits, judgments and causes of action: (i) for infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device (other than a Handheld Product), system or service in connection with Your BlackBerry Solution or any portion thereof; (ii) for damages arising from the breach of any of the following Sections of this Agreement: "Desktop Cryptography Support", "Use of Your BlackBerry Solution", "Software and Documentation License", "Your Computer Systems and Airtime Services", "Intellectual Property", "Export Restrictions", "Confidentiality", "No Reverse Engineering"; (iii) for any injury, death or property damage arising from Your or Your Authorized Users' negligence or misconduct in connection with Your or Your Authorized Users' use of Your BlackBerry Solution or any portion thereof; or (iv) for claims made by third persons against RIM arising from or related to Your or Your Authorized Users' use of the Software or Your BlackBerry Solution or any portion thereof (other than such claims that arise solely from the use of the RIM Product, Software and/or the Service strictly in accordance with the terms of this Agreement and the Documentation which specifically pertains to such version of the Software and/or RIM Products). No remedy herein conferred upon RIM is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative.

Limited Warranties.

(a) Software. If during the ninety (90) day period following delivery of the Software to You (the "Warranty Period"), the Software as made available by RIM or any RIM authorized distributor is not capable of performing the functions described in the standard end user Documentation ("Specifications") when used as specified by RIM in the Documentation applicable to the specific type and version of the Software in conjunction with other unaltered portions of Your BlackBerry Solution, RIM will, at its sole option and discretion, either make reasonable efforts to correct or provide You with a workaround for such problem (which fix or workaround may be provided to You at RIM's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to You, in a generally available software fix release, on RIM's web site or in any other form of which RIM advises You) or provide You with a refund for the one time fees paid by You for the applicable Software if You cease to use the Software and the media on which the Software was provided to You and all packaging related thereto is returned to RIM in accordance with Your normal warranty return mechanism (which may be through Your Airtime Service Provider, if applicable, or point of purchase) within the Warranty Period together with proof of purchase. Notwithstanding anything to the contrary in this Agreement, the above obligation does not apply to updates of the Software. Updates are provided "AS IS" and without warranty of any kind. Upgrades, for which You have paid additional license fees, shall be subject to the warranty set out above for a period of ninety (90) days from the date that the upgrade for any Software is delivered to You. Subject to the Section entitled "Trade Practices Act", the foregoing is RIM's only obligation and is Your sole and exclusive remedy for any defects, errors, or problems You may experience related to the Software. The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (i) use of the Software in a manner inconsistent with any of Your obligations set out in the Sections of this Agreement entitled, "Your Computer Systems and Airtime Services", "Desktop Cryptography Support", "Use of Your BlackBerry Solution", "Software and Documentation License", "Export Restrictions", "Confidentiality" or "No Reverse Engineering" or in a manner inconsistent with the instructions, including the safety instructions, specified by RIM in the Documentation applicable to the specific type and version of the Software; or (ii) a malfunction or other problem related to any hardware (including those arising from defective Third Party Handheld Products), network, software or communication system other than other portions of Your BlackBerry Solution; or (iii) to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, or correction of errors attributable to software other than the Software. Subject to the Section entitled "Trade Practices Act", this paragraph sets out Your sole remedies in respect of the Software and any breach of the warranty for the Software set out herein.

(b) Product(s). The limited warranty, if any, for the RIM Product(s) ("Limited Product Warranty") is set forth in the applicable Documentation. Subject to the Section entitled "Trade Practices Act", the Limited Product Warranty is the exclusive warranty for any RIM Product sold under the terms of this Agreement and sets out Your sole remedies in respect of the RIM Products and any breach of the Limited Product Warranty. The following subsections of the Section of this Agreement entitled "General" below are incorporated by reference into the terms of the Limited Product Warranty, as amended, as required to the extent necessary to apply to the Limited Product Warranty: "Waivers of Default", "Survival", "Severability", "Language" and "Entire Agreement". By indicating Your acceptance of this Agreement as provided above, You acknowledge that You have read the Limited Product Warranty and agree to its terms.

Disclaimer.

(a) General Warranties. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, AND SUBJECT TO THE SECTION ENTITLED TRADE PRACTICES ACT ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS, OR BBSLA (Australia) 081407 (English)(NA Version 081007)

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABILITY QUALITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. THE PARTIES ALSO AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") AS ENACTED IN ANY STATE SHALL NOT APPLY TO THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW UCITA IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS AGREEMENT. The limited warranties set out in this Agreement give You specific legal rights. You may also have other rights that vary by state or province. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions. To the extent permitted by law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above, are hereby limited to ninety (90) days from the date You first installed any portion of Your BlackBerry Solution on any computer.

(b) Service(s). SUBJECT TO THE SECTION ENTITLED TRADE PRACTICES ACT AND EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, EACH SERVICE IS PROVIDED OR MADE ACCESSIBLE "AS IS" AND "AS AVAILABLE", WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND BY RIM. RIM DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF ANY SERVICE, CONTINUED AVAILABILITY OF ANY SERVICE, OR THAT ANY MESSAGES, CONTENT OR INFORMATION SENT BY OR TO YOU WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

(c) Third Party Content, Third Party Services, Third Party Software, Third Party Websites and Airtime Services. SUBJECT TO THE SECTION ENTITLED TRADE PRACTICES ACT AND EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, ALL THIRD PARTY CONTENT, THIRD PARTY SOFTWARE, THIRD PARTY SERVICES, AIRTIME SERVICES AND ACCESS TO LINKED SITES AND OTHER SITES ARE PROVIDED OR MADE ACCESSIBLE BY RIM "AS IS" AND "AS AVAILABLE" AND RIM SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE LINKED SITES, OTHER SITES, THIRD PARTY CONTENT, THIRD PARTY SERVICES, AIRTIME SERVICES OR THIRD PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY SERVICES, AIRTIME SERVICES, THIRD PARTY SOFTWARE, THIRD PARTY CONTENT, LINKED SITES OR OTHER SITES; (B) THE PERFORMANCE OR NON-PERFORMANCE OF THE THIRD PARTY SOFTWARE, THIRD PARTY SERVICES OR AIRTIME SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY SOFTWARE, THE THIRD PARTY SERVICES OR AIRTIME SERVICES WITH ALL OR A PORTION OF YOUR BLACKBERRY SOLUTION. YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE OR LIABLE FOR ANY VIRUSES, OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY CONTENT OR FOR CONTENT THAT INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR THE TRANSMISSION THEREOF. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY SOFTWARE, THIRD PARTY SERVICE, AIRTIME SERVICES OR THIRD PARTY CONTENT, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

(d) Mission Critical Applications. YOUR BLACKBERRY SOLUTION AND ANY PART THEREOF, IS NOT SUITABLE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING, WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. YOU REPRESENT AND WARRANT THAT YOU WILL MAINTAIN ADEQUATE DATA RECOVERY AND BACK-UP SYSTEMS, AND IN THE EVENT OF: (1) USE OR SERVICE INTERRUPTION; OR (2) DIFFICULTIES OR ERRORS IN DATA TRANSMISSION; YOU AGREE TO IMMEDIATELY REPORT SUCH ISSUES TO RIM AND TO IMMEDIATELY MITIGATE ANY AND ALL LOSSES OR DAMAGES.

Trade Practices Act. If the Trade Practices Act 1974 (Cth) or similar legislation implies into this Agreement terms, conditions and warranties that cannot be lawfully excluded, such terms will apply to this Agreement, provided that RIM's liability for a breach of any such term, condition or warranty, including for any economic or consequential loss, shall be limited, at the option of RIM to: (i) the supplying of the Software or Services again; or (ii) the payment of the cost of having the Software or Services supplied again. The Parties further acknowledge and agree that the Software is not a good or service ordinarily acquired for personal, domestic or household use or consumption, and that it is fair and reasonable in all the circumstances for the liability of RIM to be so limited.

Limitation of Liability. Subject to the Section entitled "Trade Practices Act", and without expanding on the specific remedies set out in the Section in this Agreement entitled "Limited Warranties" above (i) in no event shall the aggregate liability of RIM arising from or related to this Agreement or the BlackBerry Solution exceed the amount paid by You for that portion of Your BlackBerry Solution that gave rise to the claim; and (ii) in respect of claims arising from or related to Your BlackBerry Solution, RIM shall only be liable during the period of any failure, delay or non-performance of Your BlackBerry Solution.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, SUBJECT TO THE SECTION ENTITLED TRADE PRACTICES ACT AND SUBJECT TO THE SPECIFIC REMEDIES SET OUT IN THE SECTION IN THIS AGREEMENT ENTITLED "LIMITED WARRANTIES" ABOVE, IN NO EVENT SHALL RIM BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR AGGRAVATED DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH YOUR BLACKBERRY SOLUTION, DOWNTIME COSTS, LOSS OF THE USE OF YOUR BLACKBERRY SOLUTION OR ANY PORTION THEREOF OR OF ANY AIRTIME SERVICES, THIRD PARTY SOFTWARE, THIRD PARTY SERVICES OR THIRD PARTY CONTENT, OR ANY THIRD PARTY PRODUCTS, COST OF SUBSTITUTE GOODS, COSTS OF COVER, FACILITIES OR SERVICES, COST OF CAPITAL, OR OTHER SIMILAR PECUNIARY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR BLACKBERRY SOLUTION INCLUDING THE USE OR INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF YOUR BLACKBERRY SOLUTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RIM SHALL BE LIABLE TO YOU ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND, SUBJECT TO THE SECTION ENTITLED TRADE PRACTICES ACT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE TO YOU OR YOUR AUTHORIZED USERS INCLUDING ANY LIABILITY FOR NEGLIGENCE OR STRICT LIABILITY. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY: (A) IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY YOU INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; AND (B) TO RIM AND ITS AFFILIATED COMPANIES, THEIR SUCCESSORS, ASSIGNS, AGENTS, SUPPLIERS (INCLUDING AIRTIME SERVICE PROVIDERS), AUTHORIZED RIM DISTRIBUTORS (ALSO INCLUDING AIRTIME SERVICE PROVIDERS) AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS: (A) THE FEES AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT; AND (B) RIM'S ABILITY TO OFFER AND YOUR ABILITY TO PURCHASE YOUR BLACKBERRY SOLUTION OR ANY PORTION THEREOF UNDER THIS AGREEMENT WOULD BE IMPACTED.

IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE, IN NO EVENT SHALL ANY DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, INDEPENDENT CONTRACTOR OF RIM OR ANY AFFILIATES OF RIM HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

NOTHING IN THIS AGREEMENT IS INTENDED TO SUPERSEDE ANY EXPRESS WRITTEN AGREEMENTS OR WARRANTIES PROVIDED BY RIM FOR PORTIONS OF YOUR BLACKBERRY SOLUTION OTHER THAN THE SOFTWARE.

1. Consent to Collection of Personal Information. By submitting personal information about You and/or Your Authorized Users (which may or may not, depending on applicable law, include, without limitation, a name, email address, telephone number, Handheld Product information, Airtime Service Provider information, and information about the use of Your BlackBerry Solution functionality), to RIM, Your Airtime Service Providers and/or their affiliated companies through Your use of Your BlackBerry Solution (or any portion thereof) and/or Service or associated Airtime Services, You consent to the collection, use, processing,

transmission, and/or disclosure of such information by RIM and/or its affiliated companies, and You warrant that You have obtained all consents necessary under applicable law from Your Authorized Users to disclose their personal information to RIM and/or its affiliate companies and for RIM and/or its affiliated companies to collect, use, process, transmit, and/or disclose such personal information, which may also include the use, processing, transmission, and/or disclosure of such information to Your and/or Your Authorized Users' Airtime Service Provider and/or within RIM and its affiliated companies, for: (a) the internal use of RIM and its affiliated companies, including, without limitation: (i) understanding and meeting Your needs and preferences, (ii) developing new and enhancing existing services and product offerings, and (iii) managing and developing RIM's business and operations; (b) any purpose related to the billing, activation, provision, maintenance, deactivation and/or Your and/or Your Authorized Users' use of Your BlackBerry Solution and/or related products and/or services (including the Service); (c) providing You and/or Your Authorized Users with upgrades or updates of the Software, notice of upgrades or updates, Third Party Software, Third Party Content or Third Party Services and/or related products and/or services (including the Service); (d) any purposes permitted or required by any applicable law; and/or (e) any of the other purposes which are set out in RIM's then current privacy policy, which may be viewed at <http://www.blackberry.com/legal/privacy.shtml>. The collection, use, processing, transmission, and/or disclosure of Your or Your Authorized Users' personal information for the purposes noted above are in strict accordance with RIM's privacy policy and applicable privacy laws. RIM reserves the right to modify its privacy policy from time-to-time in its sole discretion and You agree to regularly review RIM's privacy policy for any updated information. If Your personal information is disclosed to Your Airtime Service Provider, Your or Your Authorized Users' Airtime Service Provider's privacy policy, or the terms and conditions relating to the collection, use, processing, transmission, and/or disclosure of personal information negotiated between RIM and Your and/or Your Authorized Users' Airtime Service Provider, if any, shall apply. You agree to inform all individuals whose personal information You provide to RIM that they may have rights to access and correct their personal information under applicable laws and regulations. RIM may also use personal information in investigating suspected violations of this Agreement and, if necessary, providing information to law enforcement agencies. Please contact privacyofficer@rim.com if You wish to gain access to the personal information RIM holds concerning You.

Assignment and Delegation. RIM may assign this Agreement without notice to You. You shall not assign this Agreement without the prior written consent of RIM (such consent may be withheld or conditioned at RIM's discretion) and any assignment without RIM's prior written consent shall be null and void and of no effect. RIM may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors, and/or in the case of Airtime Services, by the Airtime Service Provider or its subsidiaries or affiliates.

Notices. Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail, return receipt requested, and addressed to You at the billing address supplied to RIM by You, and addressed to Research In Motion Limited at 295 Phillip Street, Waterloo, Ontario, Canada, N2L 3W8, with a copy (which shall not constitute notice) to RIM's Vice President, Legal at the same address. In addition to the foregoing, RIM may, at its option, give You any notice under this Agreement electronically. Electronic notice to You shall be deemed to have been duly given when transmitted to an address furnished by You to RIM.

Force Majeure. Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing non-performance of any obligation by either Party to make payment to the other Party under this Agreement.

General.

- i. **Third Party Beneficiaries.** RIM's affiliates and RIM and its affiliates' directors, officers and employees thereof are intended third party beneficiaries for the purpose of the Sections of this Agreement entitled, "Limitation of Liability" and "Disclaimer". Except as otherwise specifically stated in this Section, the provisions herein are for the benefit of the Parties and not for any other person or entity.
- ii. **Waivers of Default.** No Party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorized signatory of the Party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

- iii. Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement.
- iv. Governing Law and Dispute Resolution. If You reside in Canada and the Software is shipped or delivered to You in any format in Canada, this Agreement is to be governed by and construed under the laws of the Province of Ontario. Otherwise, this Agreement is to be governed by and construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, which the Parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the Parties. The Parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the Parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, except to the extent specifically prohibited by applicable law in Your jurisdiction, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Ontario, Canada in accordance with the Commercial Rules of the American Arbitration Association ("Rules") and shall be heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. If the provisions of the foregoing are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Sydney, New South Wales; (ii) settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"); and (iii) heard by one arbitrator appointed in accordance with the ICC Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. Each Party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding: (i) amounts owed by You to RIM in connection with Your acquisition of Your BlackBerry Solution or any portion thereof, if applicable; and (ii) Your violation or threatened violation of the Sections of this Agreement entitled, "Desktop Cryptography Support", "Use of Your BlackBerry Solution", "Software and Documentation License", "Intellectual Property", "Export Restrictions", "Security", "Confidentiality", "No Reverse Engineering" and "Effect of Termination" of this Agreement. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent and attorn to the jurisdiction of the courts located in the Province of Ontario or the State of New York, as the case may be, for any such claims arising from or related to this Agreement. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.
- v. Severability. To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.
- vi. Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including, without limitation, any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.
- vii. Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement (other than this Agreement) provided in the packaging or accompanying materials of any portion of Your BlackBerry Solution, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to the Software, the provisions of such other license or end user agreements shall apply to the extent of the inconsistency. In the event of any inconsistency between any documentation provided in the packaging of any portion of Your BlackBerry Solution and the Documentation for the appropriate RIM Product or item of Software, the provisions of the Documentation shall apply to the extent of the inconsistency.

- viii. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or agreements between the Parties relating to the Software other than as set out in this Agreement. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other components of Your BlackBerry Solution. This Agreement supersedes any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the Parties, whether oral or written, with respect to the subject matter hereof, and You acknowledge that You have not relied on any of the foregoing in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the Parties. Except to the extent that RIM is expressly precluded by applicable law, RIM further reserves the right to make changes to this Agreement either to reflect changes in business practices, or to reflect changes in or required by law, by providing You with reasonable notice of the change either electronically (as contemplated by the Notice provision above) or by posting notice of the change at <http://www.blackberry.com/legal/index.shtml>. If You continue to use the Software and/or the Service more than sixty (60) days after notice of the change has been given or You do not contact legalinfo@rim.com sixty (60) days after notice of the change has been given to inquire as to Your options, You shall be deemed to have accepted this change.
- ix. Compliance With Laws. You will, at Your expense, obtain and maintain all licenses, registrations and approvals required by the government authorities or applicable law in Your jurisdiction for the execution and performance of this Agreement or any related license agreements. In particular and for the avoidance of doubt, You will comply with all applicable laws and regulations and will obtain any necessary license, registration and approval from competent government authorities for the importation and use of any Software that contains commercial encryption or other security functions. You will provide RIM with the assurances and official documents that RIM periodically may request to verify Your compliance with this obligation.

Amalgamation of Agreements. In order to ensure: a) consistent terms apply to Desktop Software, Server Software and BlackBerry Handheld Software, when each is used as part of Your BlackBerry Solution; and b) clarity with respect to which license terms apply to BlackBerry Handheld Software when used as part of Your BlackBerry Solution, regardless of the manner in which You provisioned that BlackBerry Handheld Software, BY INDICATING YOUR ACCEPTANCE TO THE TERMS OF THIS AGREEMENT IN THE MANNER SET OUT ABOVE, YOU ARE ALSO AGREEING THAT THIS AGREEMENT REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE, AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF YOUR BLACKBERRY SOLUTION. All references to the BlackBerry End User/Software License or BlackBerry Enterprise Server Software License Agreement in other agreements or documentation that You have with RIM for Your BlackBerry Solution, shall be deemed to be references to this BlackBerry Software License Agreement (unless that would not make sense in the context, e.g. where, as in this provision, a distinction is intended to be made between the previously existing agreements and the BlackBerry Software License Agreements, references to the previously existing agreements would not be deemed to be references to the BlackBerry Software License Agreements). Any amendments or addendums, to the previously existing BlackBerry End User/Software License or BlackBerry Enterprise Software License Agreements, under which RIM supplied any software to You, shall be deemed to be amendments or addendums to this BlackBerry Software License Agreement. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT legalinfo@rim.com.