EFFECTIVE DATE: October 30, 2018


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b. Governing Law; Equitable Relief; Attorneys’ Fees. THIS AGREEMENT SHALL BE GOVERNED, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES (EXCLUDING ITS CHOICE OF LAW PROVISIONS, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT AND ANY ADAPTATION THEREOF). The parties agree that damages will be an inadequate remedy in the case of your breach of certain terms of this agreement, and that BlackBerry may therefore seek equitable relief in addition to any other remedies it may have for such breach without the requirement of posting a bond. The prevailing party in any legal action related to this agreement is entitled to recover its reasonable attorney fees and costs from the other party.

c. Miscellaneous. Nothing in this agreement is intended to create a partnership, franchise, joint venture or agency relationship between the parties. This agreement, together with any documents incorporated herein by reference, constitutes the complete agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements, representations or understandings. There are no intended third party beneficiaries of this agreement (except for BlackBerry’s affiliates and suppliers). If any of the provisions of this agreement are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for this agreement to be otherwise enforceable in such jurisdiction. Any ambiguities herein will be clarified in an equitable manner without regard to authorship. The provisions of this agreement may only be waived or modified in a writing signed by a representative of each party with authority to bind. Neither party shall be deemed to be in default of any provisions of this agreement or for any failure in performance resulting from acts or events beyond the reasonable control of such party.