

## TECHNICAL SUPPORT TERMS

THESE TERMS AND CONDITIONS (THIS “AGREEMENT”) FORM A LEGAL AGREEMENT BETWEEN YOU AND RESEARCH IN MOTION LIMITED (“RIM”). BY CLICKING ON THE “AGREE” BUTTON YOU INDICATE THAT YOU AGREE ON YOUR OWN BEHALF AND ON BEHALF OF EACH ENTITY FOR WHOSE BENEFIT YOU ACT (TOGETHER “YOU” OR “YOUR”) TO THIS AGREEMENT AND THAT YOU MAY NOT USE THE SERVICES (AS HEREINAFTER DEFINED) WITHOUT AGREEING TO THIS AGREEMENT FIRST. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS AGREEMENT, PLEASE CONTACT RIM AT [WWW.BLACKBERRY.COM](http://WWW.BLACKBERRY.COM). IF, PRIOR TO USING THE SERVICES: (A) YOU DECIDE YOU ARE UNWILLING TO AGREE TO THIS AGREEMENT, DO NOT CLICK “AGREE”; OR (B) IF YOU HAVE ALREADY CLICKED “AGREE”, PLEASE CONTACT RIM AT [WWW.BLACKBERRY.COM](http://WWW.BLACKBERRY.COM) <[HTTP://WWW.BLACKBERRY.COM](http://WWW.BLACKBERRY.COM)> TO INFORM THAT YOU WISH TO TERMINATE THIS AGREEMENT AND WILL NOT BE USING THE SERVICES.

1. Thank you for Your interest in RIM’s BlackBerry Technical Support Services (“Technical Support”). RIM will perform the tier of Technical Support services specified in Your purchase order for the number of copies of Software (defined below) identified in Your purchase order (the “Services”). You should be aware that Technical Support covers only RIM Software. If You want support for any other RIM product, please contact RIM. “Software” means and includes, but is not limited to, any of the BlackBerry Handheld Software, BlackBerry PC Software or BlackBerry Server Software licensed to You under a RIM software license agreement, in whatever form, medium or manner provided or subsequently installed or used. The term “Software” shall not include any software applications proprietary to a third party (“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 software or third party handheld devices, other than 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.
2. RIM will provide You with the Services as an independent contractor in accordance with RIM’s current BlackBerry Technical Support Services Program Description (“Technical Support Services Program Description”), the quote (if one is provided to You), and these terms and conditions (collectively the “Technical Support Terms”). These terms and conditions take priority over the Technical Support Services Program Description and the Technical Support Terms replace and take priority over all prior communications and documents both written and oral related to technical support. The Technical Support Terms may only be amended in writing signed by both You and RIM. Services will be provided by RIM in English only except where specifically noted otherwise in the Technical Support Services Program Description. RIM may perform all obligations under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors, or its subsidiaries or affiliates. You may only use the Services for Your own internal use and not to provide services or support to any person other than Your internal users. Unless otherwise indicated to You in writing, upgrades to the BlackBerry Server Software provided to You under Technical Support (if applicable) will be deemed licensed to You on the same terms as the underlying Software.
3. The Technical Support Terms have a twelve (12) month term (the “Term”) commencing on the date the Services are to be made available, subject to You complying with Your obligations in Section 5 (the “Commencement Date”). If You wish to obtain Services from RIM after expiry of the Technical Support Terms, You should notify RIM or an authorized reseller of Technical Support, as applicable, by way of issuing a purchase order for another twelve (12) months of Services prior to the end of the Term, and if RIM is prepared to continue the Services, RIM will accept Your purchase order and these Technical Support Terms, with any modifications mutually agreed upon by You and RIM in writing, will continue in effect for an additional twelve (12) months. The Commencement Date of any renewal term will be the day following the expiry date of the previous Term.
4. All purchase orders that You issue for Services must referentially incorporate the Technical Support Terms and must specify the serial numbers for any BlackBerry Enterprise Server for which you require Technical Support. Even if RIM acknowledges or otherwise accepts Your purchase orders, any standard printed terms included on the

purchase orders You issue shall not be deemed to be a part of the Technical Support Terms, or modify or supplement the Technical Support Terms or otherwise govern the relationship between You and RIM in any way. Any other terms on Your purchase order shall apply only to the extent that they are expressly agreed upon in writing by RIM.

5. You must pay the annual fee for Services to RIM or an authorized reseller of Technical Support, as applicable, in advance, net one (1) month from the date of the invoice. RIM will not charge You any additional fees to provide Services for additional copies of the Software You license during the Term and RIM will not refund any monies to You if during the Term, the Technical Support Terms are terminated or the volume of Software for which Services are provided decreases. If for any reason, You have not paid RIM prior to the Commencement Date, RIM reserves the right to refuse to provide Services until it receives payment in full. If RIM does not exercise this or any other right it has under the Technical Support Terms in a particular instance, RIM will not be prevented from exercising this right in any future instance, or even in the particular instance as long as it gives You at least one (1) month written notice of its decision to do so. You agree to comply with and shall be responsible for any filings, registrations, licenses, approvals and consents required in Your country or jurisdiction regarding remitting money out of Your country or jurisdiction including remitting such funds in a foreign denomination, such as U.S. dollars or Euros.
6. You shall be responsible for and shall pay all taxes due under or in relation to the Technical Support Terms. Unless otherwise indicated all amounts payable by You to RIM under the Technical Support Terms are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, performance or use of Services or the results thereof, entering into this Agreement or otherwise, except for those based on RIM's net income. If You are required to withhold any taxes from payments owed under the Technical Support Terms, then the amount of the payment due will automatically be increased to offset such tax, so that the amount actually remitted by You to RIM, net of all withholding taxes, equals the amount invoiced or otherwise due. You shall promptly furnish RIM with all official receipts evidencing payment of taxes due under or in relation to these Technical Support Terms to the appropriate taxing authority.
7. The Services do not include RIM providing support for problems that: (a) do not preclude the Software from operating substantially in accordance with documentation supplied by RIM; (b) result from use of the Software in a manner other than that expressly contemplated by the documentation provided by RIM; or (c) result from factors external to RIM products and services such as from: (i) any third party software or hardware (including wireline and wireless networks whether the problem results from their performance, non-performance or lack of availability); (ii) the interoperability of the Software with third party software or hardware (including wireline and wireless networks); or (iii) an event of force majeure (which shall include an act of God, labour action, fire, environmental conditions or any other event or circumstance outside of RIM's direct control). RIM will be relieved of its obligations to perform the Services should an event of force majeure preclude it from doing so.
8. RIM reserves the right to invoice You additional fees for any service provided to You by RIM, and pre-approved by You, that is not included in the Services at RIM's then current hourly rate for performing the particular service plus its expenses related to the performance of the service (including any pre-approved traveling expenses if applicable). RIM will give You notice in writing of its intention to charge on this basis prior to performing the service, or as soon as RIM makes a determination that the service is expressly excluded under the Technical Support Terms. You will pay all such invoices net one (1) month from date of invoice.
9. You agree to provide RIM with any information and/or assistance that RIM reasonably requires to diagnose problems with the Software and to otherwise fulfill its obligations under Technical Support Terms. Without limiting the generality of the foregoing, upon request by RIM, You shall, in a timely manner make available to RIM: [\(a\) Your logs for any BlackBerry proprietary software as may be required; \(b\) any other materials necessary for RIM to perform the Services; \(c\) qualified personnel with experience on Your existing hardware and software; and \(d\) reasonable access to Your facilities.](#)

10. You agree to comply with and be responsible for any laws, regulations, filings, registrations, licenses, approvals and consents required in Your country or jurisdiction including without limitation import, export or data privacy laws and regulations applicable to You, the execution of this Agreement by You, and the receipt or use of the Services by You including without limitation the transfer or provision of information, technology, data or personal information to RIM.

11.

- a. If You have entered into a non-disclosure agreement with RIM (the “**NDA**”), the NDA shall apply to this Agreement and to Your receipt of the Services and is hereby incorporated by this reference except that: (i) the terms of the NDA shall continue to apply to this Agreement for so long as this Agreement remains in effect, and the term of the NDA shall be extended automatically to the extent necessary to make it coextensive with the Term, provided that this extension applies solely in relation to this Agreement; and (ii) the Confidential Information (as defined in the NDA) revealed or otherwise disclosed through Your receipt of the Services may be used or reproduced solely to the extent necessary to further and fulfill the purposes of Your receipt of the Services (which shall be deemed to be included in the definition of “**Purpose**” under the NDA).
- b. If You have not entered into an NDA with RIM, this Section 11(b) shall apply to this Agreement and to Your receipt of the Services. Except as specifically permitted in this Agreement or with the prior express written permission, the Parties shall not disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information, as defined below, to any third party. Notwithstanding the foregoing, the Parties may disclose Confidential Information if and only to the extent it is: (i) required to do so by law provided that the Party gives the other Party sufficient notice to enable the other Party to seek an order limiting or precluding such disclosure; or (ii) necessary to further and fulfill the purposes of Your receipt of the Services (“**Permitted Purpose**”). Neither Party shall use or reproduce the Confidential Information for any reason other than as reasonably necessary to fulfill the Permitted Purpose.

“**Confidential Information**” is hereby defined as any information in whatever form or medium (and includes any copies of such information that the Parties are authorized to make hereunder) that is: proprietary or confidential to the Parties including, without limitation, information that is embedded in, or related to any website, software or other materials to which the Parties are given access through Your receipt of the Services; and directly or indirectly disclosed or to which the Parties are otherwise provided access.

Confidential Information that a Party can establish: was lawfully in that Party’s possession before receipt from RIM; or is or becomes a matter of public knowledge through no fault of a Party; shall not be considered Confidential Information under this Agreement.

The Parties’ duties with respect to Confidential Information under this Agreement shall continue to apply to Your receipt of the Services for so long as this Agreement remains in effect.

12. This Agreement shall be governed by the laws of New York, U.S.A. excluding rules of private international law that lead to the application of the laws of any other jurisdiction. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. The United Nations

Convention on Contracts for the International Sale of Goods (1980) does not apply. The courts of the state of New York, U.S.A. have non-exclusive jurisdiction to hear the matters arising under this Agreement.

13. 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.
14. You do not acquire any intellectual property or other proprietary rights, including without limitation patents, designs, trademarks, copyright or rights in any confidential information, trade-secrets or industrial secrets, in or relating to the Services. You acknowledge and agree that the Software and the Services were developed at considerable time and expense by RIM and are confidential to and contain trade-secrets of RIM. If You are a resident of Mexico or You use the Software or Services from Mexico, You further acknowledge that the confidential information of RIM incorporates, but is not limited to, information that constitutes: (i) "industrial secrets" for purposes of Article 82 of the Mexican Industrial Property Law, as amended; and (ii) a trade or industrial secret for purposes of Articles 210 and 211 of the Federal Penal Code and the corresponding articles of the penal codes of all states of Mexico. You agree that nothing in this Agreement shall adversely affect any rights and recourse to any remedies that RIM may have under any laws in Your country or jurisdiction relating to the protection of RIM's intellectual property or other proprietary rights. If You receive or use the Services or are resident in a country or jurisdiction that does not have copyright legislation in force or for which copyright legislation does not apply to software then, in addition to any other obligations You may have under the applicable laws in your country or jurisdiction, You expressly agree that the *Copyright Act* of Canada shall be deemed to apply to You and Your receipt and use of the Services.
15. If a court determines that any provision of the Technical Support Terms is wholly or partially invalid or unenforceable, such invalid or unenforceable provision will be regarded as excluded from this Agreement to the extent of such invalidity or unenforceability and the other provisions of this Agreement will remain in force and not be affected thereby.
16. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR COUNTRY OR JURISDICTION AND EXCEPT AS EXPRESSLY SET OUT IN THE TECHNICAL SUPPORT TERMS, RIM MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED ABOUT THE PRODUCTS OR SERVICES. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR COUNTRY OR JURISDICTION, IN NO EVENT SHALL RIM BE LIABLE TO YOU FOR, AND YOU HEREBY WAIVE ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE TECHNICAL SUPPORT TERMS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO RIM.  
EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR COUNTRY OR JURISDICTION, IN NO EVENT SHALL RIM BE LIABLE TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU, FOR ANY DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNTS PAID BY YOU IN RELATION TO TECHNICAL SUPPORT SERVICES DURING THE TERM IN WHICH THE INCIDENT GIVING RISE TO THE LIABILITY OCCURS. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH

OR ARISING OUT OF THIS AGREEMENT; (B) TO RIM AND ITS AFFILIATED COMPANIES AS WELL AS RIM'S AND SUCH AFFILIATED COMPANIES' DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL ALSO APPLY WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A TORT (INCLUDING NEGLIGENCE). NOTHING IN THIS SECTION LIMITS RIM'S LIABILITY TO YOU RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY RIM OR ITS EMPLOYEES OR AGENTS. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR OF IMPLIED CONDITIONS OR WARRANTIES. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION CONSTITUTE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS THE FEES WOULD BE SUBSTANTIALLY HIGHER AND COULD IMPACT RIM'S ABILITY TO OFFER AND YOUR ABILITY TO RECEIVE AND USE THE SERVICES IN YOUR JURISDICTION.

17. You acknowledge that the Services, and/or technology and/or technical data (including but not limited to technology or information in reports, documentation, correspondence, communications (regardless of the format)), provided to You in connection with the Services may be subject to export, re-export, import and/or use controls by way of law or regulation 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 Services and/or technology and/or technical data provided to You in connection with the Services are being exported from or to which are being imported into ("Government Authorities"). You represent that: (a) to the best of Your knowledge Your receipt and use of the Services, and/or technology and/or technical data provided to You, in any format, in connection with the Services does not violate the applicable laws and regulations; (b) You will not import, export, or re-export the Services, and/or technology and/or any technical data provided to You in connection with the Services to any country or person in violation of the applicable laws and regulations (including but not limited to embargoed countries or to persons or entities prohibited from receiving exports, or to persons or entities involved with missile technology or nuclear, chemical or biological weapons); and (c) You will ensure that Your authorized users receive and use the Services, and/or technology and/or technical data in accordance with applicable laws and regulations.
18. Save for the payment obligations in clause 5 and 6 above, neither party shall be liable for its failure to perform or the delayed performance of its obligation under this Agreement if such failure results from circumstances beyond the affected party's reasonable control, including but not limited to supplier strikes, lock-outs and labour disputes, acts of God, war, riot, civil commotion, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction not in force on the Commencement Date, accident, fire, flood or severe weather conditions ("Event of Force Majeure"). Each party agrees to give the other party prompt notice of any Event of Force Majeure (containing sufficient details). If an Event of Force Majeure continues for more than thirty (30) working days, either party shall have the right to terminate, without further liability to the other.
19. By submitting personal information, which may include without limitation, name, email address, and telephone number, to RIM, You consent to the collection, use, processing, transmission, and/or disclosure of such information by RIM, which may also include the use, processing, transmission, and/or disclosure of such information within RIM and its affiliated companies, for: (a) the internal use of RIM and its affiliated companies; (b) any purpose related to the provision and/or Your use of the Services and deliverables and/or related products and/or services; (c) any service permitted or required by any applicable law; and/or (d) any of the purposes which are set out in RIM's privacy policy, which may be viewed at <http://www.blackberry.com/legal/privacy.shtml>. The collection, use, processing, transmission, and/or disclosure of the 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.

20. Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently given if delivered by hand or sent by registered mail, courier, e-mail or facsimile (provided that the receiver acknowledges receipt of the facsimile or e-mail in some fashion or that an e-courier package is used to transmit the notice) addressed to the other party at the addresses indicated by the parties from time-to-time. Any such notices, requests, demands or other communications shall be deemed to have been delivered when received by the party to whom they were addressed. All notices to RIM shall be sent to: Research In Motion Limited, 176 Columbia Street West, Waterloo, Ontario N2L 3L3, Canada, Attention: Legal Department.
21. During the Term of this Agreement (and for a period of twelve (12) months thereafter), if in RIM's reasonable opinion it is necessary to do so, RIM shall be entitled, at its own expense, to conduct audits to assess Your compliance with the terms of this Agreement. You will give RIM such reasonable access and assistance as is required in order to complete such audits. Any such audit shall be carried out, during regular business hours, by auditors reasonably acceptable to You. If, in RIM's reasonable opinion, an audit reveals significant non compliance, You shall pay RIM's reasonable costs of conducting the audit.
22. 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.
23. If You breach this Agreement, RIM may, in addition to all other rights and remedies provided in this Agreement or by law, terminate the Technical Support Terms and cease providing the Services.