

**BUSINESS SERVICES BY BLACKBERRY TERMS**  
**(For Businesses and Enterprises)**

THESE TERMS AND CONDITIONS (THIS “**AGREEMENT**”) FORM A LEGAL AGREEMENT BETWEEN YOU AND BLACKBERRY.

“**BLACKBERRY**” means:

- (1) Where Your primary address is in Canada, South America or anywhere not mentioned in (2) to (4) below, BlackBerry Limited.
- (2) Where Your primary address is in the United States of America, BlackBerry Corporation.
- (3) Where Your primary address is in Europe (including Greenland), Middle East or Africa, or the Russian Federation, BlackBerry UK Limited.
- (4) Where Your primary address is in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan), BlackBerry Singapore Pte Limited.

BY CLICKING ON THE “**AGREE**” BUTTON YOU INDICATE THAT: (A) YOU AGREE ON YOUR OWN BEHALF AND ON BEHALF OF EACH ENTITY FOR WHOSE BENEFIT YOU ACT (TOGETHER “**YOU**” OR “**YOUR**”) TO THE BUSINESS SERVICES BY BLACKBERRY TERMS (AS DEFINED BELOW IN SECTION 2); (B) YOU MAY NOT USE THE SERVICES (AS HEREINAFTER DEFINED) WITHOUT AGREEING TO THE BUSINESS SERVICES BY BLACKBERRY TERMS FIRST; AND (C) IF YOU ARE RESIDENT IN A JURISDICTION OUTSIDE OF SOUTH AND CENTRAL AMERICA THAT YOU ARE NOT A CONSUMER AS DEFINED BY LEGISLATION IN YOUR JURISDICTION. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE BUSINESS SERVICES BY BLACKBERRY TERMS, PLEASE CONTACT BLACKBERRY AT [LEGAL@BLACKBERRY.COM](mailto:LEGAL@BLACKBERRY.COM). IF, PRIOR TO USING THE SERVICES: (A) YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE BUSINESS SERVICES BY BLACKBERRY TERMS, DO NOT CLICK “I AGREE”; OR (B) IF YOU HAVE ALREADY CLICKED “I AGREE”, PLEASE CONTACT BLACKBERRY AT [LEGAL@BLACKBERRY.COM](mailto:LEGAL@BLACKBERRY.COM) TO INFORM BLACKBERRY THAT YOU WISH TO TERMINATE THE BUSINESS SERVICES BY BLACKBERRY TERMS AND WILL NOT BE USING THE SERVICES. BLACKBERRY AND YOU ARE EACH A “**PARTY**” AND COLLECTIVELY THE “**PARTIES**” TO THE BUSINESS SERVICES BY BLACKBERRY TERMS.

1. Thank you for Your interest in Business Services by BlackBerry (“**Services**”). BlackBerry will perform the tier of technical support or other Services specified in Your order for the duration ordered, subject to the terms of the Business Services by BlackBerry Terms, for the number of copies and Software (defined below) identified in Your order. If other BlackBerry products or services include technical support, then this Agreement shall apply. You should be aware that the Services cover only BlackBerry Software or some portion thereof depending upon the Service purchased. If You want Services for any BlackBerry hardware product, please refer to the BlackBerry Limited Warranty for who to contact in relation to that BlackBerry hardware product. BlackBerry Software (“**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 the current BlackBerry Solution License Agreement or other 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 BlackBerry from a third party for incorporation into a BlackBerry product and distributed as an integral part of that BlackBerry product under a BlackBerry brand. Some other products may include technical support and if so these BlackBerry Services by BlackBerry Terms will apply.

2. BlackBerry will provide You with the Services in accordance with the relevant Service Program Description, (“Business Services by BlackBerry Program Description”) posted at <http://www.blackberry.com/supportprogramdescriptions> associated with Your order, the quote (if one is provided to You by BlackBerry), the service details and terms described in any stock keeping unit (“SKU”) ordered and this Agreement including any terms referentially incorporated into this Agreement from the BlackBerry Solution License Agreement entered into by You. This Agreement takes priority over the Business Services by BlackBerry Program Description applicable to the specific Services ordered and the Business Services by BlackBerry Terms replace and take priority over all prior communications and documents both written and oral related to technical support or other applicable Services. The Business Services by BlackBerry Terms may only be amended in writing signed by both You and BlackBerry. The Services will be provided by BlackBerry in English except where specifically noted otherwise in the relevant Business Services by BlackBerry Program Description. 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, BlackBerry Software provided to You, if any, through Business Services by BlackBerry (if applicable) will be deemed licensed to You on the same terms as the underlying Software.
3. The Services commence on the date the Services are made available, subject to You complying with Your obligations in Section 5 (the “**Commencement Date**”) and will continue for the specified duration and level of support You ordered in the case of technical support or in case of other services until the expiration of the Service period or as otherwise specified. If the Service is provided to You as part of a subscription period, the term will run with the subscription. Where permitted and specified by BlackBerry in the Business Services by BlackBerry Terms, BlackBerry upon providing notice, will automatically renew the applicable term You have purchased.
4. All orders that You issue for the Services will referentially incorporate the Business Services by BlackBerry Terms and will specify the serial numbers for any BlackBerry Enterprise Server for which You require technical support or additional Services, if such Services relate to a BlackBerry Enterprise Server. Even if BlackBerry acknowledges or otherwise accepts Your orders directly or indirectly through a reseller authorized by BlackBerry, any standard printed terms included on the orders You issue shall not be deemed to be a part of the Business Services by BlackBerry Terms, or modify or supplement the Business Services by BlackBerry Terms or other service terms or otherwise govern the relationship between You and BlackBerry in any way. Any other terms on Your order shall apply only to the extent that they are expressly agreed upon in writing by BlackBerry.
5. You will pay the fee for the Services to BlackBerry or an authorized reseller of Business Services by BlackBerry as applicable, in advance, net thirty (30) days from the date of the invoice. BlackBerry will not refund any monies to You if during the Term, the Business Services by BlackBerry Terms are terminated or the volume of Software or products for which the Services are provided decreases. If for any reason, You have not paid BlackBerry or an authorized reseller of Services, as applicable, prior to the Commencement Date, BlackBerry reserves the right to refuse to

provide the Services until it receives payment in full. If BlackBerry does not exercise this or any other right it has under the Business Services by BlackBerry Terms in a particular instance, BlackBerry 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 thirty (30) days 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.

6. You shall be responsible for and shall pay all taxes due under or in relation to the Services. Unless otherwise indicated any amounts payable by You to BlackBerry or an authorized reseller of Services, as applicable, under the Business Services by BlackBerry 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 the Services or the results thereof, entering into the Business Services by BlackBerry Terms or otherwise, except for those based on BlackBerry's net income. If You are required to withhold any taxes from payments owed under the Business Services by BlackBerry 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 BlackBerry or an authorized reseller of Services, as applicable, net of all withholding taxes, equals the amount invoiced or otherwise due. You shall promptly furnish BlackBerry with all official receipts evidencing payment of taxes due under or in relation to these Business Services by BlackBerry Terms to the appropriate taxing authority.
7. The Services do not include BlackBerry providing support for problems that: (a) do not preclude the Software or other product or service from operating substantially in accordance with documentation supplied by BlackBerry; (b) result from use of the Software, product or service in a manner other than that expressly contemplated by the documentation provided by BlackBerry; or (c) result from factors external to BlackBerry 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 as defined below in Section 18.
8. BlackBerry reserves the right to charge You additional fees for any service provided to You by BlackBerry, and pre-approved by You, that is not included in the Services at BlackBerry's then current rate for performing the particular service plus its expenses related to the performance of the service (including any pre-approved traveling expenses if applicable). BlackBerry will give You notice in writing of its intention to charge on this basis prior to performing the service, or as soon as BlackBerry makes a determination that the service is expressly excluded under the Business Services by BlackBerry Terms. You will pay all such invoices net thirty (30) days from date of invoice.
9. You agree to provide BlackBerry with any information and/or assistance that BlackBerry reasonably requires to diagnose problems with the Software, product or service and to otherwise fulfill its obligations under the Business Services by BlackBerry Terms. Without limiting the generality of the foregoing, upon request by BlackBerry, You shall, in a timely manner make available to BlackBerry: (a) Your logs for any BlackBerry proprietary software as may be required; (b) any other materials or information necessary for BlackBerry to perform the Services; (c) qualified personnel with experience on Your existing hardware and software; and (d) reasonable access to Your facilities.

In addition to what You have agreed or agree to in a separate privacy consent as part of the Services activation or registration process the following terms will apply to any personal information:

- a. You acknowledge that logs, information or other materials provided to BlackBerry may include personal information of You, Your employees, Your customers or other persons. Personal information that is collected, used, processed, transferred, stored and disclosed (collectively, "Processed") by BlackBerry Group of Companies (meaning BlackBerry and its subsidiaries and affiliates) and its service providers will be treated in accordance with BlackBerry's Privacy Policy (which is hereby incorporated by reference into the Business Services by BlackBerry Terms and can be viewed at [www.blackberry.com/legal](http://www.blackberry.com/legal) or obtained by emailing [legal@blackberry.com](mailto:legal@blackberry.com) and also in accordance with the BlackBerry Solution License Agreement including without limitation the Sections titled "Consent to Collection, Use, Processing, Transfer, Storage and Disclosure of Information" and "User Data"). Where applicable, the data controller in respect of Your personal data is the BlackBerry entity with whom You have entered into the Business Services by BlackBerry Terms; provided that, in respect of Your personal data collected in relation to the distribution of Offerings (defined in the BlackBerry Solution License Agreement) through a RIME Store (defined in the BlackBerry Solution License Agreement), the data controller is the applicable RIME entity with whom You have entered into an agreement governing such distribution. You consent and agree to the Processing of such personal information as described in the Business Services by BlackBerry Terms, the BlackBerry Solution License Agreement and BlackBerry's Privacy Policy. BlackBerry and/or the BlackBerry Group of Companies may contact you regarding Your use of the Services and related products and services, and to communicate with You (including for follow up surveys regarding the Services and other BlackBerry products and services).
  - b. If You are a resident of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), You also agree that BlackBerry may process, transmit and disclose any "personal data" (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), including transmission of such information to the United States of America, Canada or any other country or countries nominated by BlackBerry from time to time.
  - c. If You are a resident of France or its overseas regions You may exercise Your rights of opposition, access, and/or rectification of your personal data by sending an email to [legal@blackberry.com](mailto:legal@blackberry.com)
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 the Business Services by BlackBerry Terms 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 BlackBerry.
11. You agree to the following confidentiality terms and conditions:
- a. If You have entered into a non-disclosure agreement with BlackBerry (the "NDA"), the NDA shall apply to the Business Services by BlackBerry Terms 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 the Business Services by BlackBerry Terms for so long as the Business Services by BlackBerry Terms remain 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 the Business Services by BlackBerry Terms; 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 BlackBerry, this Section 11(b) shall apply to the Business Services by BlackBerry Terms and to Your receipt of the Services. Except as specifically permitted in the Business Services by BlackBerry Terms 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 BlackBerry; or is or becomes a matter of public knowledge through no fault of a Party; shall not be considered Confidential Information under the Business Services by BlackBerry Terms.

The Parties’ duties with respect to Confidential Information under the Business Services by BlackBerry Terms shall continue to apply to Your receipt of the Services for so long as the Business Services by BlackBerry Terms remain in effect.

12. The governing law, dispute resolution and venue for the Business Services by BlackBerry Terms shall be as follows:
  - a. Where Your primary address is in Canada, South America or anywhere not mentioned in (2) to (4) below, the Technical Support Terms shall be governed by and construed under the laws of the Province of Ontario, Canada. 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 of the Province of Ontario,

Canada. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to the Business Services by BlackBerry Terms.

- b. Where Your primary address is in Europe (including Greenland and territories, protectorates or overseas regions of European countries), Middle East or Africa or the Russian Federation, the Business Services by BlackBerry Terms will be governed by and construed in accordance with English Law and the courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Business Services by BlackBerry Terms and the Parties hereby agree to submit to the jurisdiction of the courts of England. The Parties to the Business Services by BlackBerry Terms do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a Party to it.
  - c. Where Your primary address is in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan), the Business Services by BlackBerry Terms will be governed by and construed in accordance with the laws of the Republic of Singapore. The courts of the Republic of Singapore will have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Business Services by BlackBerry Terms and the Parties hereby agree to submit to the jurisdiction of the courts of the Republic of Singapore. The Parties to the Business Services by BlackBerry Terms do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) (Singapore) by any person not a Party to it.
  - d. Where Your primary address is in the United States of America (including its territories, protectorates or overseas regions), the Business Services by BlackBerry Terms shall be governed by and construed under the laws of the State of New York, United States. 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 of the State of New York, United States. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to the Business Services by BlackBerry Terms.
13. You acknowledge and agree that You do not acquire any intellectual property or other proprietary rights, including without limitation patents, industrial, intangible, designs, trademarks, copyright, moral, trade secret, confidential information or other rights (the “**Intellectual Property Rights**”) in or relating to the Services, BlackBerry Confidential Information or any translation or other derivative work thereof. You agree that nothing in the Business Services by BlackBerry Terms shall adversely affect any rights and recourse to any remedies that BlackBerry may have under any laws in Your country or jurisdiction relating to the protection of BlackBerry’s Intellectual Property Rights. You agree that You will not or will not cause others to register or record with relevant authorities any aspects of the Services, BlackBerry Confidential Information as well as any related software or materials (including without limitation any translation or other derivative work of the Services, BlackBerry Confidential Information, any related software or materials) for the purpose of acquiring any Intellectual Property Rights except that, upon BlackBerry's written request, You may register or record the Business Services by BlackBerry Terms solely for the purpose of facilitating remittance of payments. 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. If You breach, misappropriate or otherwise infringe BlackBerry's confidential information, intellectual property or other proprietary rights (collectively, "**IP Breach**") and a court in Your jurisdiction is unable or unwilling to grant an injunctive order to stop such IP Breach, You acknowledge that BlackBerry will have the right to receive liquidated damages from You in the amount of US \$5,000 per day during the period of such IP Breach.

14. To the extent any section, clause, provision or sentence or part thereof ("Part") of the Business Services by BlackBerry Terms is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of the Business Services by BlackBerry Terms; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Business Services by BlackBerry Terms valid and enforceable.
15. IF YOU ARE A RESIDENT OF ANY JURISDICTION OTHER THAN GERMANY AND AUSTRIA THEN:
  - a. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR COUNTRY OR JURISDICTION AND EXCEPT AS EXPRESSLY SET OUT IN THE BUSINESS SERVICES BY BLACKBERRY TERMS, BLACKBERRY MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENT, GUARANTEES, ASSURANCES OR CONDITIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES.
  - b. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR COUNTRY OR JURISDICTION, IN NO EVENT SHALL BLACKBERRY 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 BUSINESS SERVICES BY BLACKBERRY TERMS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO BLACKBERRY.
  - c. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR COUNTRY OR JURISDICTION, IN NO EVENT SHALL BLACKBERRY 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 SERVICES DURING THE TERM IN WHICH THE INCIDENT GIVING RISE TO THE LIABILITY OCCURS.

- d. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THE BUSINESS SERVICES BY BLACKBERRY TERMS SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THE BUSINESS SERVICES BY BLACKBERRY TERMS; AND (B) TO BLACKBERRY AND ITS AFFILIATED COMPANIES AS WELL AS BLACKBERRY'S AND SUCH AFFILIATED COMPANIES' DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS. 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 THE BUSINESS SERVICES BY BLACKBERRY TERMS 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 THE BUSINESS SERVICES BY BLACKBERRY TERMS AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS THE FEES WOULD BE SUBSTANTIALLY HIGHER AND COULD IMPACT BLACKBERRY'S ABILITY TO OFFER AND YOUR ABILITY TO RECEIVE AND USE THE SERVICES IN YOUR JURISDICTION.
- e. SUBJECT TO THE ABOVE SUB-SECTIONS (a) THROUGH (d), SECTION 7 AND SECTION 18, BLACKBERRY WILL PROVIDE THE SERVICES USING ITS REASONABLE CARE AND SKILL.

16. IF YOU ARE A RESIDENT OF GERMANY OR AUSTRIA THEN:

- a. EXCEPT AS EXPRESSLY SET OUT IN THE BUSINESS SERVICES BY BLACKBERRY TERMS, BLACKBERRY MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENT, GUARANTEES, ASSURANCES OR CONDITIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES.
- b. IN NO EVENT SHALL BLACKBERRY 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 BUSINESS SERVICES BY BLACKBERRY TERMS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO BLACKBERRY.
- c. IN NO EVENT SHALL BLACKBERRY 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 THE SERVICES



DURING THE TERM IN WHICH THE INCIDENT GIVING RISE TO THE LIABILITY OCCURS.

- d. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THE BUSINESS SERVICES BY BLACKBERRY TERMS SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THE BUSINESS SERVICES BY BLACKBERRY TERMS; AND (B) TO BLACKBERRY AND ITS AFFILIATED COMPANIES AS WELL AS BLACKBERRY'S AND SUCH AFFILIATED COMPANIES' DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR OF IMPLIED CONDITIONS OR WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION CONSTITUTE AN ESSENTIAL ELEMENT OF THE BUSINESS SERVICES BY BLACKBERRY TERMS AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS THE FEES WOULD BE SUBSTANTIALLY HIGHER AND COULD IMPACT BLACKBERRY'S ABILITY TO OFFER AND YOUR ABILITY TO RECEIVE AND USE THE SERVICES IN YOUR JURISDICTION.
  - e. SUBJECT TO THE ABOVE SUB-SECTIONS (a) THROUGH (d), SECTION 7 AND SECTION 18, BLACKBERRY WILL PROVIDE THE SERVICES USING ITS REASONABLE CARE AND SKILL.
17. You acknowledge that the Services which may include technology, data or information, are of Canadian origin and may be subject to restrictions on export or re-export to countries subject to Canadian embargoes or to persons or entities prohibited from receiving Canadian exports (including, but not limited to, those involved with missile technology or nuclear, chemical or biological weapons) ("**Export Controls**"). You represent that: (a) to the best of Your knowledge Your receipt and use of the Services does not violate the Export Controls; (b) You will not import, export, or re-export the Services to any country or person in violation of the Export Controls; and (c) You will ensure that Your authorized users receive and use the Services in accordance with the Export Controls.
18. Save for the payment obligations in Sections 5 and 6 above, neither Party shall be liable for its failure to perform or the delayed performance of its obligation under the Business Services by BlackBerry Terms 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. 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, email or facsimile (provided that the receiver acknowledges receipt of the facsimile or email 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.
20. During the term of the Agreement (and for a period of twelve (12) months thereafter), if in BlackBerry's reasonable opinion it is necessary to do so, BlackBerry shall be entitled, at its own expense, to conduct audits to assess Your compliance with the Business Services by BlackBerry Terms. You will give BlackBerry 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 BlackBerry's reasonable opinion, an audit reveals significant non-compliance, You shall pay BlackBerry's reasonable costs of conducting the audit.
21. If the Business Services by BlackBerry Terms are 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.
22. If You breach the Business Services by BlackBerry Terms, BlackBerry may, in addition to all other rights and remedies provided in the Business Services by BlackBerry Terms or by law, terminate the Business Services by BlackBerry Terms and cease providing the Services. Any termination under the Business Services by BlackBerry Terms by BlackBerry will be effective without BlackBerry obtaining any judicial or administrative consent, approval or resolution whatsoever in Your jurisdiction.
23. The Parties acknowledge and agree that they have not relied on any prior or contemporaneous communications, representations, warranties, conditions, or agreements whether oral or written, collateral or otherwise (collectively "Pre-Contractual Statements") in entering into the Business Services by BlackBerry Terms and accordingly the Business Services by BlackBerry Terms (including without limitation any NDA or other terms referentially incorporated into the Business Services by BlackBerry Terms) between the Parties constitutes the entire agreement between the Parties. The Business Services by BlackBerry Terms supersede any prior or contemporaneous communications, representations, warranties, conditions or agreements between the Parties, whether oral or written, collateral or otherwise, regarding the subject matter of the Business Services by BlackBerry Terms. The Parties acknowledge and agree that they shall: (a) treat any such Pre-Contractual Statements as being withdrawn and having the effect that they were never made; and (b) have no right or remedy in respect of such Pre-Contractual Statements. Nothing in this Section shall operate to limit or exclude any liability for fraud.