

BLACKBERRY END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.

This Agreement licenses the use of the Software to you, the customer, and contains warranty and liability disclaimers.

This BlackBerry End User Software License Agreement (the “Agreement”) is a legal agreement between you, individually, or if you are authorised 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 UK Limited Company No. 4022422 (“RIM”) whose registered office is at Centrum House, 36 Station Road, Egham, Surrey, UK TW20 9LF (together the “Parties” and individually a “Party”). With respect to the license and distribution of the Software (as defined below) RIM is either a direct or indirect licensee of (a) Research In Motion Limited (“RIM Canada”) or any one or more of its subsidiaries and affiliates (which subsidiaries and affiliates together with RIM Canada are referred to in this Agreement as the “RIM Group of Companies”) or (b) a third party licensor to any of the RIM Group of Companies including RIM.

ACCEPTANCE PROCEDURE

BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY 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. If You use the BlackBerry Enterprise Server Software to wirelessly provision any items of the Software that resides on Your Handheld Product, the license terms for that Software are set out in the BES Software License Agreement accompanying the BES Software and these terms are only applicable to Your use of Software (e.g. the BlackBerry Desktop Software described below) that is not wirelessly provisioned.

REJECTION PROCEDURE

IF, YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT YOU HAVE NO RIGHT TO USE THIS SOFTWARE AND SHOULD RETURN IT TO RIM OR DISABLE IT: (A) IF YOU HAVE PURCHASED A BLACKBERRY HANDHELD PRODUCT, PROMPTLY RETURN THE BLACKBERRY HANDHELD PRODUCT, SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO RIM OR THE RIM AUTHORISED DISTRIBUTOR FROM WHOM YOU OBTAINED THE HANDHELD PRODUCT, SOFTWARE AND ACCOMPANYING ITEMS; OR (B) IF YOU HAVE PURCHASED A THIRD PARTY HANDHELD PRODUCT, PROMPTLY RETURN THE SOFTWARE OR OTHERWISE ARRANGE FOR THE DISABLEMENT OF THE SOFTWARE WITH RIM OR THE RIM AUTHORISED DISTRIBUTOR FROM WHOM YOU OBTAINED THE THIRD PARTY HANDHELD PRODUCT, SOFTWARE AND ACCOMPANYING ITEMS. If You have already paid for the Software (the Software is provided at no charge on some Third Party Handheld Product(s) and/or the BlackBerry Handheld Product, (as applicable) within the previous ninety (90) days, and You provide RIM or the

authorised distributor from whom you acquired the Software for BlackBerry Handheld Products with Your proof of purchase, RIM or the authorised distributor will refund the fees You have paid for these items to You. To get a refund for Software on Third Party Handheld Products please contact Your authorised distributor for that Third Party Handheld Product. If You are unable to obtain a refund for the Software from an authorised distributor please contact RIM at legalinfo@rim.com.

THIS AGREEMENT DOES NOT AFFECT YOUR MANDATORY STATUTORY RIGHTS TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY STATUTORY RIGHTS.

1. Definitions.

“Airtime Service Provider” means the service provider whose wide-area wireless network supports Your BlackBerry Solution. If You wish information about which service providers support the BlackBerry Solution in Your location please contact RIM via legalinfo@rim.com. Airtime services provided by an Airtime Service Provider are not required for all Handheld Products, for example those configured to operate only on wireless local area networks.

“Authorised Users” means any of Your employees, consultants or independent contractors and any other person You authorise to use or to whom You otherwise make available the Software and Handheld Product(s) on which the Software is installed in accordance with the terms of this Agreement.

“BlackBerry Desktop Software” means RIM proprietary desktop software, regardless of the form or media in which it is provided to You, which software can be used to provision and maintain cable based synchronization between Your Handheld Product and Your personal computer. If the BlackBerry Enterprise Server Software is used to wirelessly provision and synchronize the Software on a Handheld Product, the BlackBerry Desktop Software is not a required part of the BlackBerry Solution, but can still be used to provide optional desktop management functionality.

“BlackBerry Enterprise Server Software” or “BES Software” means the RIM proprietary server software, which is designed to integrate with and provide a consolidated link between corporate application servers (such as email servers) and the Handheld Products provisioned to operate with such RIM proprietary server software. The BlackBerry Enterprise Server Software is not licensed under this Agreement.

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

“BlackBerry Prosumer Service(s)” means software and services designed to provide end users with at least some portion of the functionality of the BES Software without requiring RIM customers to acquire enterprise server software. It includes RIM offerings such as the RIM “BlackBerry Internet Service” and “QuickMail”. Some features of certain BlackBerry Prosumer Service(s) and some prosumer services may not be offered by Your Airtime Service Provider.

“BlackBerry Solution” means the Software and one or more of the following as applicable in Your circumstances: RIM Product, Documentation, BES Software and Services. In most instances BlackBerry Solutions require a subscription for airtime on a wireless network in order to use the BlackBerry Solution and You must acquire this subscription through an Airtime Service Provider, either directly or, where available, through RIM.

“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.

“Documentation” means the applicable RIM “Installation and Getting Started Guide” or “Getting Started Guide” for the applicable RIM Product and/or type and version of Software, and any other standard end user documentation provided by RIM in conjunction with a RIM Product and/or type and version of Software, including any safety instructions specified by RIM applicable to the RIM Product(s) and/or specific type and version of Software. If this documentation is not provided to You with Your Handheld Product or accessories, it is available via www.blackberry.com, or if You do not have access to this website by contacting RIM at legalinfo@rim.com.

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

“RIM Beneficiary” means a member of the RIM Group of Companies or any director, officer or employee thereof.

"RIM Product" means collectively the BlackBerry Handheld Product and any RIM supplied accessories for such BlackBerry Handheld Product exclusive of any Software, including without limitation any smart card or smart card reader.

“Software” means the RIM proprietary software product(s) provided to You for use in conjunction with the Handheld Product including any such BlackBerry Desktop Software, and RIM proprietary: software, firmware, interfaces, content and other data originally residing on the Handheld Product or that is transmitted or otherwise made available to You by RIM for use on the Handheld Product from time-to-time. The term Software includes all such software and data, regardless of the form in which it is provided to You or the form in which You may subsequently use it; however, unless RIM expressly indicates otherwise in writing, the term Software shall not include the BlackBerry Enterprise Server Software or 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 the BlackBerry Solution or Third Party Handheld Product. Use of such software products shall be governed by and subject to Your agreeing to the terms of separate software licenses for those products. For greater certainty, in no event shall such separate software licenses impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon RIM whatsoever. If You use the BES Software to wirelessly provision any items of Software

on a Handheld Product, the terms and conditions of the BES Software License, and not this Agreement apply to Your use of that Software.

“Service” means any RIM service provided to You in conjunction with the 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 Handheld Product” means the wireless handheld device(s) manufactured or distributed by a third party who has been authorised by RIM to have such wireless handheld devices operate in conjunction with the Software.

“Third Party Software” means software applications proprietary to a third party but shall not include software licensed by RIM from a third party for incorporation into a RIM software product and distribution as an integral part of that RIM software product under a RIM brand. Notwithstanding the foregoing, any Sun Microsystems Java software provided to You as part of the RIM Software for use on a Third Party Handheld Product is Third Party Software to be licensed to You under a separate agreement by the manufacturer or distributor of the Third Party Handheld Product.

2. Right To Use Software. The principal purpose of this Agreement is to grant to You a license to use the Software, which license is set out in Clause 6 below. Your license to use the Software is conditional upon payment of all license fees due hereunder to RIM and upon Your acceptance of the terms and conditions herein. If any monthly or other periodic fees or costs associated with Your use of the BlackBerry Solution are not paid when due, it shall constitute a breach of this license entitling RIM to terminate Your license to use the Software under Clauses 15 and 16 below without any liability whatsoever to You. For the avoidance of doubt, this Agreement is not a sale of the Software and/or any copies thereof.

3. Your Computer Systems. Except as the Parties expressly agree in writing, You shall be solely responsible for the selection, implementation, interoperability and performance of any and all third party equipment, software and telecommunication equipment and services (including without limitation, Internet connectivity and if applicable, Third Party Handheld Product(s) and airtime services and/or authorised access to the appropriate wireless local area network) used in association with the BlackBerry Solution. You are responsible for ensuring that the computer system with which You choose to operate the 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 specific BlackBerry Solution as set out in the Documentation.

- A. 4. S/MIME and OpenPGP Support. The Software may include software modules that allow users to extend their existing desktop-based S/MIME v.3 (or greater) (“S/MIME”) implementations and desktop-based implementations based on the RFC 2440 standards (“OpenPGP”) 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 based on S/MIME or OpenPGP, or any portion of any other encryption process, including without limitation any S/MIME software or OpenPGP-based software, and/or any certification services. RIM takes no responsibility for the selection, acquisition, implementation, performance or non-performance of any portion of Your cryptography infrastructure, including without limitation the selection, accuracy or reliability of the S/MIME software and OpenPGP-based software (including without limitation the Entrust code included in the Software to enable the operation of certain public key infrastructures), or any trust signatures, public keys, third party certificates and related services used in conjunction with the cryptography infrastructure. RIM is not responsible for the authenticity of any trust signature, or for any acts or omissions of any person who certifies the identity of any other person within the cryptography infrastructure (including any persons authenticated under the web of trust model) or of any certificate authorities. You must ensure that Your S/MIME and/or OpenPGP-based implementation, including any updates or upgrades to each such implementation, meets RIM's minimum standards for interoperability and compatibility set out in the relevant Documentation and that Your usage of the Software conforms to the Documentation applicable to, such version of Software. You are also 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 implementation. Notwithstanding any other provision in this Agreement, except as provided for in the warranty for the Software set out below, or as otherwise specifically required by law, RIM has no liability with respect to the S/MIME support software module, the OpenPGP-based support software module and/or the applicable installers that may be supplied as part of the Software, and in particular, RIM HAS NO LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO YOUR S/MIME OR OPENPGP-BASED IMPLEMENTATIONS, AND/OR ANY UPDATES OR UPGRADES THERETO.
4. Use of BlackBerry Solution. You are responsible for all activities with respect to the BlackBerry Solution undertaken by You or Your Authorised Users and You will ensure that:
- (a) You and Your Authorised Users will only use the BlackBerry Solution and any portion thereof in accordance with this Agreement and the appropriate Documentation for the 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, 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 Authorised Users will not knowingly, after making such inquiries as a reasonable person in You or Your Authorised User's position would undertake, use or permit others to use the 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, the RIM Group of Companies, an Airtime Services 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 Authorised Users will not transmit harassing, abusive, libellous, illegal or deceptive messages or information using the BlackBerry Solution or any portion thereof;
- (f) You and Your Authorised Users will not use the BlackBerry Solution or portion thereof to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts;
- (g) You and Your Authorised Users will not sell or transfer, or attempt to sell or transfer, the Software or any part thereof, or Your entitlement to use the Services or any part thereof, or operate a service bureau or the equivalent Service by loaning the Software to any other person or use on any other handheld device, without the prior express written consent of RIM; and
- (h) You and Your Authorised User 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 Clause 5 or any other provision 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 authorise 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 providing Your or Your Authorised Users username, IP address or other identifying information.

5. Software and Documentation License. Subject to the terms and conditions herein, this Agreement hereby grants You a personal, revocable, non-exclusive, non-transferable license to install and use one copy of the Software on a Handheld Product and one copy of the BlackBerry Desktop Software on no more than one personal computer solely in conjunction with Your use of a single Handheld Product. You may not use or allow the use of the Software other than for Your own internal or personal purposes or if You permit such use, the personal purposes of Your Authorised Users. This license does not imply any rights to future upgrades or updates of the Software or the ability to access applications other than those originally residing on the Handheld Product, or to acquire any new or modified Services. Your IT department, if You have one, may configure the BlackBerry Solution to preclude the transmission of additions or modifications to the Software, Third Party Software or Services. If Your IT department does not preclude such transmission, RIM may make such additions or modifications available to You from time-to-time. If RIM, either directly or through a distributor (including Your Airtime Service Provider) makes any additions or modifications to the Software, or Services available to You, such additions or modifications shall be subject to the terms and conditions of this Agreement or if this Software or Service(s) is expressly provided to You under other terms and conditions, then under those other terms and conditions (which may include the payment of additional fees). If any Third Party Software is made available, the terms and conditions set out in this Agreement regarding Third Party Software shall apply in addition to any separate license agreement for those products. Except to the extent that RIM is expressly precluded by law from prohibiting these activities, You may not print, copy, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part. 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 user 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 authorised in writing to do so by RIM. You may download a single copy of the Documentation from <http://www.blackberry.com/> solely for Your use in conjunction with the use of the Software authorised hereunder.

6. Airtime Services. Airtime services offered for use with the BlackBerry Solution (“Airtime Services”) are provided to You by an Airtime Service Provider and shall be subject to the terms and conditions of such Airtime Services Provider pertaining to the Airtime Services. RIM SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE AIRTIME SERVICES, INCLUDING WITHOUT LIMITATION, THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH AIRTIME SERVICES. WLAN devices do not require Airtime Services provided by an Airtime Service Provider, but You must implement the appropriate wireless local area network equipment or have authorised access to the appropriate local area network so that WLAN devices can function with Your BlackBerry Solution.

7. Third Party Content and Services. As part of the capability of certain BlackBerry Solutions, RIM may make available content obtained from third parties including third party files, databases and websites, or transmit content from third parties, to You (“Third Party Content”) and provide You with 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 on Your Handheld Product; or (b) to acquire services provided by Parties other than RIM (“Third Party Services”) from such sites. Providing links to a website or otherwise making Third Party Content available to You, in no way implies that RIM endorses, is associated with or otherwise controls that site or the content on that site. RIM is pleased to be able to offer You these features on certain Handheld Products, but can only do so with Your clear understanding, acknowledgement and agreement that THE THIRD PARTY SERVICES, LINKED SITES, OTHER SITES, AND THIRD PARTY CONTENT ARE NOT UNDER THE CONTROL OF RIM, ARE IN NO WAY ENDORSED BY RIM, AND RIM IS NOT RESPONSIBLE FOR THE CONTENT, USE, TRANSMISSIONS, PERFORMANCE OR NON-PERFORMANCE, of any such information, website or service, including without limitation the accuracy, timeliness, copyright compliance, legality, decency, or any other aspect of any data or service accessible via the BlackBerry Solution. RIM cannot guarantee access to any particular website using the BlackBerry Solution. If You are unsure whether RIM is the source of a website or of content, 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, 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.

8. Third Party Software. To enhance Your experience with the BlackBerry Solution, RIM may provide or otherwise make available from time-to-time, Third Party Software for use with the Handheld Product at no charge (other than any transmission fees charged by Your Airtime Service Provider). RIM can only provide You with this software at no charge with Your understanding, acknowledgement, and agreement that such software is: (a) provided as a convenience to You only; and (b) 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 this software on other terms You should acquire this Third Party Software directly from its suppliers. For purposes of clarity, this provision does not apply to any Sun Microsystems Inc. java code used in conjunction with a Third Party Handheld which is to be licensed to You by the supplier or manufacturer of the Third Party Handheld.

9. Intellectual Property. All rights are and shall remain vested in RIM. Neither You nor Your Authorised Users acquire any intellectual property or other proprietary rights by virtue of this Agreement, including patents, designs, trademarks, copyright, database rights or rights in any confidential information or trade-secrets, in or relating to the BlackBerry Solution or any part thereof. You also do not acquire any rights in or related to the BlackBerry Solution or any portion 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. Any rights not expressly granted herein are reserved. The Software is only licensed to You as expressly set out herein, and 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 right and recourse to any remedies that RIM may have under any applicable laws relating to protection of RIM's intellectual property or other proprietary rights.
10. Cisco Non-Assert Pass-through. If the BlackBerry Solution You acquire 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.
11. Export Restrictions; U.S. Government Rights.
- (a) You acknowledge that the Software includes encryption software that may be controlled for import, export or purposes under the laws and regulations of the country(ies) and/or territory(ies) in which the Software is used ("Applicable Law"). You agree not to export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the BlackBerry Solution: (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. You may 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 import, export, or re-export the RIM Product(s) and/or the Software to, or use the RIM Product(s) and/or the Software in, any country or territory only in accordance with Applicable Law; and (3) You will ensure that Authorised Users use the RIM Product(s) and Software in accordance with the foregoing restrictions.
- (b) You 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 certifications and commitments in this Clause.

12. Security. You agree to assume full responsibility for the establishment of appropriate security measures to control access to Your BlackBerry Handheld Product and the Software.
13. Confidentiality.
- i) You acknowledge and agree that the Software was developed at considerable time and expense by RIM and/or the RIM Group of Companies and is confidential to and contains trade-secrets of RIM and/or the RIM Group of Companies. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person except to Your Authorised Users to exercise the license rights conferred hereby. You do not have the right to obtain or use 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 You or Your Authorised Users will not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer the Software, or attempt to do so or permit, acquiesce, authorise or encourage any other party to do the same. For the purpose 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”, “protocol analysis” or “black box” reverse engineering) data, software (including interfaces and any other data included in or used in conjunction with programs that may or may not technically be considered software code) or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.
14. Term.
- (a) 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 end upon expiry or termination of this Agreement in accordance with the provisions set out herein.
- (b) RIM reserves the right, in its sole discretion, without any liability arising from or related to such termination, to terminate this Agreement in the event that any required Airtime Services become unavailable.
- (c) Upon termination, RIM shall also have the right to block any transmission of data to and from the Handheld Products.
- (d) Upon termination or expiry of this Agreement, howsoever caused, You will immediately discontinue all use of the Software and destroy and/or permanently delete all copies of the BlackBerry Desktop Software and any copies made in accordance with this Agreement, regardless of the form in which such copies exist.
- (e) Upon termination of any account You may have with RIM, You hereby authorize RIM to delete any files, programs, data and email messages associated with such account, without notice to You.

15. Remedies and Termination for Default.

- (a) If You or Your Authorised 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 the BlackBerry Solution used by You or Your Authorised Users of the Software on giving notice of such termination to You.
- (b) RIM may terminate this Agreement and/or immediately cease to provide the Service(s) without any liability whatsoever to You or Your Authorised User if RIM is prevented from providing any portion or all of any Service 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 that RIM is not permitted to provide any portion or all of the Service. Nothing herein shall be construed to require RIM to seek a waiver of any such law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.
- (c) RIM shall not have any liability to You or Your Authorised User arising from or related to the termination of this Agreement in accordance with this Clause.

16. Customer Indemnity. You shall defend, indemnify and hold harmless RIM and the RIM Group of Companies, RIM's suppliers, successors, affiliates, agents, authorised distributors and assigns and each of their directors, officers, employees and independent contractors (each a "RIM Indemnified Party") from any claims, damages, losses, or expenses (including without limitation, reasonable legal fees and costs) incurred by a RIM Indemnified Party arising from:

- (a) Your breach of Clauses 4, 5, 6, 10, 12 or 14 herein;
- (b) for libel, slander, defamation or infringement of copyright or other intellectual property or proprietary right with respect to material transmitted by You using the BlackBerry Handheld Product; or
- (c) for any injury, death or property damage arising from Your or Your Authorised User's negligence or misconduct in connection with You or Your Authorised User's use of the BlackBerry Solution or any portion thereof.

17. Limited Warranties. YOU ACKNOWLEDGE AND AGREE THAT THE STATE OF THE ART DOES NOT ALLOW THE DEVELOPMENT OF ERROR-FREE COMPUTER PROGRAMS OR GUARANTEED TRANSMISSION OF DATA, AND THUS RIM CANNOT AND DOES NOT WARRANT THAT THE BLACKBERRY SOLUTION WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE BLACKBERRY SOLUTION WAS DEVELOPED FOR GENERIC USE AND WAS NOT CUSTOMIZED TO YOUR PREFERENCES, SO RIM CANNOT GUARANTEE THAT THE BLACKBERRY SOLUTION WILL FIT ANY PARTICULAR PURPOSE. AS A RESULT OF THE FOREGOING, THE PRODUCTS AND/OR SERVICES ARE 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.

(a) Software.

- (i) 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 authorised distributor is not capable of performing the functions described in the specifications for the Software (which can be viewed at <http://www.blackberry.com/legal/index.shtml>), when used as specified by RIM in the Documentation applicable to the specific type and version of the Software in conjunction with the unaltered portions of the BlackBerry Solution, RIM will, at Your option 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 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 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.
- (ii) 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.

(iii) The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (A) use of the Software in a manner inconsistent with any of Your obligations set out in Clauses 2, 4, 5, 6, 10, 12 and 14 of this Agreement 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 (B) 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 the BlackBerry Solution; or (C) 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, misapplication or defects due to repairs or modifications made by someone not authorised by RIM.

(iv) This Clause sets out Your sole remedies in respect of the Software and any breach of the warranty set out herein.

(b) Product(s). The limited warranty (“Limited Warranty”), if any, for the RIM Product(s) is set forth in the applicable Documentation. The Limited 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 Warranty. The terms of Clause 25 of this Agreement are incorporated by reference into the terms of the Limited Warranty. By indicating Your acceptance by clicking on the appropriate button below, You acknowledge that You have read the Limited Warranty and agree to its terms.

(c) Service(s).

(i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, ALL OF THE RIM SERVICES ARE PROVIDED OR MADE ACCESSIBLE “AS IS” AND “AS AVAILABLE”, WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND BY RIM.

(ii) AS RIM DOES NOT HAVE CONTROL OF AND CANNOT PROVIDE ANY WARRANTY OR OTHER SIMILAR ASSURANCE FOR ANY THIRD PARTY SERVICES, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, THE THIRD PARTY SERVICES ARE PROVIDED OR MADE ACCESSIBLE “AS IS” AND “AS AVAILABLE”, WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND BY RIM.

(iii) RIM DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF ANY SERVICE, CONTINUED AVAILABILITY OF ANY

SERVICE, OR THAT ANY CONTENT SENT BY OR TO YOU WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

- (d) Third Party Content, Software, Services and Websites. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, ALL THIRD PARTY CONTENT, THIRD PARTY SOFTWARE 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, OR THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY SERVICES, THIRD PARTY SOFTWARE OR THIRD PARTY CONTENT; (B) THE PERFORMANCE OR NON-PERFORMANCE OF THE THIRD PARTY SOFTWARE OR THIRD PARTY SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY SERVICES OR THE THIRD PARTY SOFTWARE WITH ALL OR A PORTION OF THE 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 OR THIRD PARTY CONTENT, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

18. No Other Warranties.

- (a) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT ARE MADE IN LIEU OF ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SATISFACTORY QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, OR OTHERWISE ARISING FROM A STATUTE OR CUSTOM OR COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND EITHER EXPRESS OR IMPLIED ARE DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- (b) THE LAW OF SOME COUNTRIES MAY NOT ALLOW THE EXCLUSION OF WARRANTIES, CONDITIONS, ENDORSEMENTS, GUARANTEES, OR REPRESENTATIONS IN CONTRACTS WITH CONSUMERS AND THEREFORE THESE EXCLUSIONS MAY NOT APPLY TO YOU.

19. Limitation of Liability.

- (a) RIM's entire liability and Your exclusive remedy is set out in Clause 18 in relation to the Software not meeting RIM's limited warranties.
- (b) In no event will RIM be liable to You for any indirect, special, consequential, incidental, exemplary or punitive damages even if RIM has been advised of the possibility of such damages. In particular and without limiting the generality of the foregoing, RIM accepts no liability for any programs or data made, transmitted or stored with the Software nor the costs of recovering or replacing such programs or data, loss of business profits or revenues, loss of savings, business interruption, downtime costs, failure to transmit or receive any data, problems with applications or Third Party Software or third party services used in conjunction with the Software or other portion of a BlackBerry Solution.
- (c) **SOME COUNTRIES DO NOT ALLOW THE LIMITATION OF CONSEQUENTIAL OR INDIRECT DAMAGES IN CONTRACTS WITH CONSUMERS AND THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**
- (d) In no event shall the aggregate liability of RIM exceed the amount paid by You for the RIM Product(s), and/or for that portion of the Software (as the case may be) that gave rise to the claim, and RIM shall only be liable for damages incurred

during the period of such failure, delay or non-performance of the BlackBerry Solution.

- (e) Nothing in this Clause limits RIM's liability to You in the event of: (i) death or personal injury to the extent resulting directly from RIM's negligence or that of its employees or agents; or (ii) any fraudulent act or omission of RIM or that of its employees or agents.
- (f) EACH PARTY SHALL BE LIABLE TO THE OTHER ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER WHETHER IN CONTRACT, TORT, OR OTHERWISE. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL: (i) APPLY TO 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; (ii) SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; (iii) NOT APPLY TO THE INDEMNITY OBLIGATIONS SET OUT HEREIN OR MISAPPROPRIATION OR INFRINGEMENT BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR A BREACH OF CLAUSES 2, 4, 5, 6, 12 and 14.
- (g) IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, INDEPENDENT CONTRACTOR, SUCCESSOR OR ASSIGN OF RIM OR ANY AFFILIATE OF RIM HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.
- (h) NOTHING IN THIS AGREEMENT IS INTENDED TO SUPERSEDE ANY EXPRESS WRITTEN AGREEMENTS OR WARRANTIES PROVIDED BY RIM FOR PORTIONS OF THE BLACKBERRY SOLUTION OTHER THAN THE SOFTWARE.

20. Consent to Collection of Information. By submitting personal information, which may include without limitation, Your name, email address, and telephone number, to RIM through Your use of the BlackBerry Solution and/or Service, 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 to Your Airtime Service Provider and/or within one of the RIM Group of Companies located in a country or territory inside or outside the European Economic Area, for (a) the internal use of the RIM Group of Companies; (b) any purpose related to the provision and/or Your use of the BlackBerry Solution and/or related products and/or services (including the Service); (c) providing You with upgrades or updates of the Software and/or related products and/or services (including the Service); (d) any service permitted or required by any applicable law; and/or (e) any of the purposes which are set out in RIM's privacy policy, which may be viewed at <http://www.blackberry.com/uk/legal/index.shtml>. The collection, use, processing, transmission, and/or disclosure of Your personal information for the purposes noted above are in strict accordance with RIM's privacy policy, applicable data protection laws, and RIM's Data Protection Act 1998 notification registration entry. 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 Airtime Service Provider's privacy policy will be applicable.
21. Assignment and Delegation. RIM may assign this Agreement provided such assignment is on terms, which are at least as advantageous to You as those set out in this Agreement. You shall not assign this Agreement in whole or part 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.
22. 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 or its equivalent, return receipt requested, and addressed to You at the billing address supplied to RIM by You, and addressed to Research In Motion UK Limited, 36 Station Road, Egham, Surrey, UK, TW20 9LF, with a copy (which shall not constitute notice) to RIM's Product Manager at the same address. In addition to the forgoing, 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 email address furnished by You to RIM.

23. Force Majeure. Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfil its obligations when due to causes beyond its reasonable control (including without limitation, if Airtime Services are provided to You through RIM by an Airtime Service Provider, and such Airtime Service Provider ceases to provide Airtime Services to RIM, or ceases to provide Airtime Services to RIM on commercially reasonable terms). 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.
24. General.
- (a) Third Party Beneficiaries. Clause 20(g) of this Agreement may be enforced by any of the RIM Beneficiaries as if they as if it were a Party to it, in accordance with this Clause and the provisions of the Contract (Rights of Third Parties) Act 1999. The RIM Beneficiaries are intended third party beneficiaries of Clause 20(g). Except as otherwise specifically stated in this Agreement, any person who is not a Party to this Agreement has no rights under the aforementioned Act.
 - (b) Waivers of Default. Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.
 - (c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance, cancellation or termination of this Agreement.
 - (d) Governing Law. This Agreement is governed by and construed in accordance with the laws of England and Wales except for 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. The courts of England and Wales shall have exclusive jurisdiction to hear any matter arising in connection with this Agreement.
 - (e) Arbitration. 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, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in London, England in accordance with the Rules of Arbitration of the International Chamber of Commerce (“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 the arbitrator shall be nominated by the President of the

British Computer Society (or by a person duly appointed by the President to act on his or her behalf) on the application of either Party. 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: (1) amounts owed by You to RIM in connection with Your acquisition of the BlackBerry Solution or any portion thereof, if applicable; and (2) Your violation or threatened violation of Clauses 2, 4, 5, 6, 10, 12, 14, 15 and 16 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 England, 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.

- (f) Severability. If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.
- (g) 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, arguments, oral arguments, orders or judgments.

25. Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in the packaging of any portion of the 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 the BlackBerry Solution and the “Installation and Getting Started Guide” or “Getting Started Guide” found at www.blackberry.com, for the appropriate RIM Product or item of Software, the provisions of the “Installation and Getting Started Guide” or “Getting Started Guide” found at www.blackberry.com, shall apply to the extent of the inconsistency.
26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other portions of the BlackBerry Solution. There are no provisions, representations, undertakings, agreements, or collateral agreements between the Parties other than as set out in this Agreement. Further You acknowledge that no statements or representations made by or on behalf of RIM have been relied upon by You in agreeing to enter into this Agreement.