

## **BLACKBERRY END USER / SOFTWARE LICENSE AGREEMENT**

This BlackBerry End User / Software License Agreement (the “Agreement”) is a legal agreement between you individually, or if you are authorized to acquire the Software on behalf of your company or another organization, between the entity for whose benefit you act (“You”), and RIM (together the “Parties” and individually a “Party”). 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](mailto:legalinfo@rim.com). IF, PRIOR TO ACTIVATING OR USING THE SOFTWARE, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THIS SOFTWARE AND 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 AUTHORIZED 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 AUTHORIZED DISTRIBUTOR FROM WHOM YOU OBTAINED THE THIRD PARTY HANDHELD PRODUCT, SOFTWARE AND ACCOMPANYING ITEMS. If You have 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 authorized distributor from whom you acquired the Software for BlackBerry Handheld Products with Your proof of purchase, RIM or the authorized 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 authorized distributor for that Third Party Handheld Product. If You are unable to obtain a refund for the Software from an authorized distributor please contact RIM at [legalinfo@rim.com](mailto:legalinfo@rim.com). Notwithstanding the foregoing, if You use the BlackBerry Enterprise Server Software to wirelessly provision 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 as described below) that is not wirelessly provisioned.

### 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](mailto: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.

“Authorized User(s)” means any of Your employees, consultants or independent contractors and any other person You authorize to use or to whom You otherwise make available the Software and Handheld Product(s) on which the Software is installed.

“BlackBerry Desktop Software” means RIM proprietary desktop software, regardless of the form or media in or on 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 Service(s). 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](http://www.blackberry.com), or if You do not have access to this website by contacting RIM at [legalinfo@rim.com](mailto:legalinfo@rim.com).

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

“RIM” means Research In Motion Limited.

“RIM Beneficiary” means RIM and its affiliates and directors, officers and employees 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 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 authorized 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. Agreement to Supply RIM Product(s) and Service(s) and to License Software. You acknowledge that the BlackBerry Solution and any additional service(s) for which You subscribe are supplied to You, subject to Your acceptance of the terms and conditions herein, Your payment of any charges for the components of the BlackBerry Solution or the use thereof (including paying for Airtime Services if applicable), and any additional terms and conditions that You agree to be bound by from time-to-time. If any monthly or other periodic fees or costs associated with Your use of the BlackBerry Solution or Services are not paid when due, it shall constitute a breach of this license entitling RIM to terminate Your license to use the Software under Section 17 below.

3. Title to RIM Product(s) and Right To Use Software. You shall not obtain title and/or any right of possession to the RIM Product(s) (if any) acquired by You until You pay all amounts due for such RIM Product(s). RIM licenses but does not sell its Software.
4. Your Computer Systems. Except as the Parties expressly agree in writing, You shall be solely responsible for the selection, implementation, 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 used in connection with the BlackBerry Solution and/or authorized 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.
5. 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](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.

6. Use of BlackBerry Solution. You are responsible for all activities with respect to the BlackBerry Solution undertaken by You or Your Authorized Users and You will ensure that:
- (a) You and Your Authorized Users will only use the BlackBerry Solution and any component thereof, in accordance with this Agreement, all applicable laws and regulations, 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 Authorized Users will not knowingly, after making such inquiries as a reasonable person in Your or Your Authorized User's position would undertake, use or permit others to use 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 or an Airtime Service Provider or otherwise has a detrimental effect upon RIM, an Airtime Service Provider or any of their respective customers or products or services, and You will immediately cease any such activity upon RIM delivering notice of same to You;
  - (e) You and Your Authorized Users will not transmit harassing, abusive, libelous, illegal or deceptive messages or information;
  - (f) You and Your Authorized Users will not use the RIM Products, Services or Software to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts;
  - (g) You 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, to any other person or for use on any other handheld device, without the prior express written permission of RIM; and
  - (h) You 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 Section 6 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 authorize RIM to cooperate with: (1) law enforcement authorities in the investigation of suspected criminal violations; (2) third parties in investigating acts in violation of this Agreement; and (3) system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. Such cooperation may include RIM providing Your or Your Authorized Users username, IP address, or other identifying information.
7. Software and Documentation License. Subject to the terms and conditions herein, this Agreement 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. 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. 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 authorized 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 under these terms and conditions.

8. 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 Service 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 authorized access to the appropriate local area network so that WLAN Devices can function with your BlackBerry Solution.
9. 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](mailto: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.

10. 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) unless it is accompanied by a separate software license, is subject to the terms and conditions of this Agreement as though it were Software, except that it is provided by RIM "AS IS" with no express or implied conditions, endorsements, guarantees, representations or warranties. If the Third Party Software is made subject to a separate license agreement, then the provisions of this Agreement related to Third Party Software will still apply. 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.
11. Intellectual Property. You do not acquire hereby any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or rights in any confidential information or trade-secrets, in or relating to the BlackBerry Solution or any part thereof. You also do not acquire any rights in or related to the BlackBerry Solution or any component thereof, other than the rights expressly licensed to You under this Agreement or in another mutually agreed upon, written agreement that You may have with RIM. Any rights not expressly granted herein are reserved. The Software is only licensed to You as expressly set out herein, and it, all Documentation and any site(s) which allow You to access any Services are protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties both civil and criminal for intellectual property infringement. (You agree that nothing in this Agreement shall adversely affect any rights and recourse to remedies, including without limitation, injunctive relief, that RIM may have under any applicable laws relating to the protection of RIM's intellectual property or other rights.)
12. 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.
13. Export Restrictions; U.S. Government Rights. 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](mailto: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 Authorized Users use the RIM Product(s) and Software in accordance with the foregoing restrictions. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 227.7202 or in FAR 52.227-19, or their successors as applicable. Contractor is Research In Motion Limited, 295 Phillip Street, Waterloo, Ontario, Canada N2L 3W8. You hereby agree to indemnify RIM and the Airtime Service Provider from any claims, actions, liability or expenses (including reasonable lawyers' fees) resulting from Your failure to act in accordance with the certifications and commitments in this Section.

14. Security. The BES Software and the Software include a level of encryption data security for communications between Your Handheld Product and the computer system with which it operates. You assume full responsibility for the establishment of appropriate security measures to control access to Your Handheld Product and such computer system.
15. Confidentiality. You acknowledge and agree that the Software was developed at considerable time and expense by RIM and is confidential to and contains trade-secrets of RIM. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person except to Authorized Users with a need for access to exercise the license rights conferred hereby. You do not have the right to obtain or use any source code for the Software, and You agree that, except to the extent that RIM is expressly precluded by law from prohibiting You from doing so, You 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, authorize or encourage any other party to do the same. For the purposes of this Agreement, "Reverse Engineer" includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", "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.
16. Term. This Agreement shall be effective upon Your agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the preamble above) and shall end upon expiry or termination of Your agreement with the Airtime Service Provider, as applicable, or upon termination of this Agreement in accordance with the provisions set out herein. 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. Upon termination of this Agreement, You will cease all use of the Software and the Service and destroy and/or permanently delete all copies of the BlackBerry Desktop Software in Your possession. Upon termination, RIM shall also have the right to block any transmission of data to and from Your Handheld Product.

17. Remedies and Termination for Default. If You or Your Authorized Users breach this Agreement RIM may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement and any other license agreement between You and RIM for any other portion of the BlackBerry Solution used by You or Your Authorized Users with the Software by providing notice of termination. You will be deemed to be in breach of this Agreement and RIM will have the right to terminate this Agreement if: (1) You fail to comply with or perform a term or condition herein; (2) You or any Authorized User of the BlackBerry Solution (or any component thereof) interfere with RIM's customer service or business operations; (3) You materially contravene any other license agreement that You may have with RIM for any other portion of the BlackBerry Solution used by You with the Software, including without limitation, the terms of any click-wrap or shrink-wrap agreement that You have agreed to on RIM's website or otherwise; (4) You or Your Authorized Users violate any code of conduct or other guidelines by which You may be governed in conjunction with Your use or Your Authorized Users of the BlackBerry Solution or any component thereof. In addition, RIM may terminate this Agreement and/or immediately cease to provide the Service(s) without any liability whatsoever to You or Your Authorized User if RIM is prevented from providing any portion or all of any Service or from selling Airtime Services, if applicable, by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body, or if a notice from a government agency or department indicates either RIM or the Airtime Service Provider is not permitted to provide any portion or all of the Airtime Services, if applicable. Nothing herein shall be construed to require RIM to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. RIM shall not have any liability to You or Your Authorized Users arising from or related to the termination of this Agreement in accordance with this Section. Upon termination of any account You may have with RIM, You authorize RIM to delete any files, programs, data and email messages associated with such account, without notice to You.
18. Indemnity/Liability. You shall defend, indemnify, and hold harmless RIM, RIM's affiliates, suppliers, successors, agents, authorized distributors and assigns and each of their directors, employees and independent contractors (each a "RIM Indemnified Party") from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by a RIM Indemnified Party in connection with all claims, suits, judgments and causes of action: (i) for infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device (other than a Handheld Product), system or service in connection with the BlackBerry Solution or any portion thereof; (ii) for damages arising from the breach of Sections 5, 6, 7, 11, 13, or 15, herein; (iii) for any injury, death or property damage arising from Your or Your Authorized Users' negligence or misconduct in connection with Your or Your Authorized Users' use of the BlackBerry Solution or any portion thereof; or (iv) for claims made by third persons against RIM arising from or related to Your or Your Authorized Users' use of the Software or the BlackBerry Solution or any portion thereof (other than such claims that arise solely from the use of the RIM Product, Software and/or the Service strictly in accordance with the terms of this Agreement and the Documentation which specifically pertains to such version of the

Software and/or RIM Products). No remedy herein conferred upon RIM is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to Section 17, You shall pay to RIM all attorney fees, collection fees, and related expenses, expended or incurred by RIM in the enforcement of any right or privilege hereunder.

19. 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 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. If during the ninety (90) day period following delivery of the Software to You (the "Warranty Period"), the Software as made available by RIM or any RIM authorized distributor is not capable of performing the functions described in the 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, RIM will, at its sole option and discretion either make reasonable efforts to correct or provide You with a workaround for such problem (which fix or workaround may be provided to You at RIM's reasonable discretion in one of a variety of forms, including in the course of telephonic 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 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. The foregoing is RIM's only obligation and is Your sole and exclusive remedy for any defects, errors, or problems You may experience related to the Software. The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (i) use of the Software in a manner inconsistent with any of Your obligations set out in Sections 4, 5, 6, 7, 9, 13 and 15 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 (ii) a malfunction or other problem related to any hardware (including those arising from defective Third Party Handheld Products), network, software or communication system other than other portions of the BlackBerry Solution; or (iii)

to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, or correction of errors attributable to software other than the Software. This paragraph 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 Section 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). EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, EACH OF THE RIM SERVICES AND ANY 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. 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 Information, Software 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.

20. Limitation of Liability

- (a) Types of Damages. The only type of damages that can be recovered against RIM arising from or related to this Agreement including without limitation in relation to the provision, use, performance or non-performance of the BlackBerry Solution or any portion thereof, shall be Your direct damages, if any, and without expanding on the specific remedies set out in Section 19 above: (i)

in no event shall the aggregate liability of RIM exceed the amount paid by You for that portion of the BlackBerry Solution that gave rise to the claim; and (ii) RIM shall only be liable for damages incurred during the period of such failure, delay or nonperformance of the BlackBerry Solution.

- (b) Exclusion of Consequential and Similar Damages. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, IN NO EVENT SHALL RIM BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH THE BLACKBERRY SOLUTION, DOWNTIME COSTS, LOSS OF THE USE OF THE BLACKBERRY SOLUTION, OR ANY ASSOCIATED PRODUCTS, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, COST OF CAPITAL, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT) WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE BLACKBERRY SOLUTION OR ANY PORTION THEREOF, OR OF ANY THIRD PARTY SOFTWARE, THIRD PARTY SERVICES OR THIRD PARTY CONTENT, EVEN IF RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) Liability for Death or Personal Injury. NOTHING IN THIS AGREEMENT EXCLUDES RIM'S LIABILITY RESULTING FROM DEATH OR PERSONAL INJURY PROVIDED ALWAYS THAT ANY DAMAGES PAYABLE BY RIM DUE TO A FINDING THAT RIM IS LIABLE FOR DEATH OR PERSONAL INJURY SHALL BE REDUCED BY THE EXTENT OF YOUR CONTRIBUTION.
- (d) Disclaimer of Liability.
- i. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. The limited warranties set out in this Agreement give You specific legal rights. You may also have other rights that vary by state or province. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions. To the extent permitted by law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above are limited to ninety (90) days from the date You first installed any portion of the BlackBerry Solution on any computer.
  - ii. RIM SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE OR PRODUCT.

(e) Limited Liability Only as Provided in this Agreement.

- i. RIM SHALL BE LIABLE TO YOU ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE;
- ii. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RIM DISCLAIMS AND EXCLUDES ALL OBLIGATIONS, DUTIES OR LIABILITY RESULTING FROM RIM'S NEGLIGENCE;
- iii. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY: (A) IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY YOU INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; AND (B) TO RIM AND ITS AFFILIATED COMPANIES, THEIR SUCCESSORS, ASSIGNS, AGENTS, SUPPLIERS (INCLUDING AIRTIME SERVICE PROVIDERS), AUTHORIZED RIM DISTRIBUTORS AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

(f) Disclaimers, Exclusions and Limitations are Reasonable. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 20 CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS: (A) THE FEES WOULD BE INCREASED AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT; AND (B) RIM'S ABILITY TO OFFER AND YOUR ABILITY TO PURCHASE THE BLACKBERRY SOLUTION OR ANY PORTION THEREOF UNDER THIS AGREEMENT WOULD BE IMPACTED.

(g) No Directors, Employees, Agents and Such Liable. IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE, IN NO EVENT SHALL ANY DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, INDEPENDENT CONTRACTOR OF RIM OR ANY AFFILIATES OF RIM HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

(h) Applies to Software Only. 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.

(i) Liability Limited to Amount of Software. IN THE EVENT THAT ANY EXCLUSION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON AND RIM BECOMES LIABLE FOR LOSS OR DAMAGE THAT MAY BE LAWFULLY LIMITED, SUCH LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE.

21. Consent to Collection of Personal 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 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 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/legal/privacy.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 and applicable privacy laws. RIM reserves the right to modify its privacy policy from time to time in its sole discretion and You agree to regularly review RIM's privacy policy for any updated information. If Your personal information is disclosed to Your Airtime Service Provider, Your Airtime Service Provider's privacy policy will be applicable.

22. Assignment and Delegation. RIM may assign this Agreement without notice to You. You shall not assign this Agreement without the prior written consent of RIM (such consent may be withheld or conditioned at RIM's discretion) and any assignment without RIM's prior written consent shall be null and void and of no effect. RIM may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors, and/or in the case of Airtime Services, by the Airtime Service Provider or its subsidiaries or affiliates.
23. Notices. Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail, return receipt requested, and addressed to You at the billing address supplied to RIM by You, and addressed to Research In Motion Limited at 295 Phillip Street, Waterloo, Ontario, Canada, N2L 3W8, with a copy (which shall not constitute notice) to RIM's Vice President, Legal at the same address. In addition to the foregoing, RIM may, at its option, give You any notice under this Agreement electronically. Electronic notice to You shall be deemed to have been duly given when transmitted to an address furnished by You to RIM.
24. Force Majeure. Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control (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 nonperformance of any obligation by either Party to make payment to the other Party under this Agreement.
25. General.
  - i. No Third Party Beneficiaries. The RIM Beneficiaries are intended third party beneficiaries for the purpose of Section 20 of this Agreement. Except as otherwise specifically stated in this Section, the provisions herein are for the benefit of the Parties and not for any other person or entity.
  - ii. Waivers of Default. 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.

- iii. 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.
- iv. Governing Law and Dispute Resolution. This Agreement is to be construed under the laws of the Republic of Singapore, excluding any body of law governing conflicts of law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof which the Parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the Parties. The Parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the Parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Ontario, Canada in accordance with the Commercial Rules of the American Arbitration Association ("Rules") and shall be heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. If the provisions of the foregoing are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Singapore; (ii) settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"); and (iii) heard by one arbitrator appointed in accordance with the ICC Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. Each Party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding: (i) amounts owed by You to RIM in connection with Your acquisition of the BlackBerry Solution or any portion thereof, if applicable; and (ii) Your violation or threatened violation of Sections 5, 6, 7, 8, 11, 13, 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 the Republic of Singapore 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.
- v. Severability. If a Section, clause, provision or sentence or part thereof 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 part and the rights and obligations of each Party shall be construed and enforced accordingly.

- vi. Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including without limitation any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.
- vii. Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement 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](http://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 via [www.blackberry.com](http://www.blackberry.com), shall apply to the extent of the inconsistency.
- (c) 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 components 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. This Agreement may be amended at any time upon mutual agreement by the Parties. RIM further reserves the right to make changes to this Agreement by providing You with reasonable notice of the change either electronically (as contemplated by the Notice provision above) or by posting notice of the change at <http://www.blackberry.com/legal/index.shtml>. If You continue to use the Software and/or the Service more than sixty (60) days after notice of the change has been given, You shall be deemed to have accepted this change.