BLACKBERRY SOLUTION LICENSE AGREEMENT

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

This BlackBerry Solution License Agreement (the "Agreement"), previous versions of which were referred to as the BlackBerry Software License Agreement, is a legal agreement between you, individually if you are agreeing to it in your own capacity, or if you are authorised to acquire the Software on behalf of your company or another entity, between the entity for whose benefit you act (in either case, "You"), and Research In Motion Limited ("RIM") whose registered office is at 295 Phillip Street, Waterloo, Ontario, Canada N2L 3W8 (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) any one or more of its subsidiaries and affiliates (which subsidiaries and affiliates together with RIM are referred to in this Agreement as the "RIM Group of Companies"); or (b) of a third party licensor to any of the RIM Group of Companies including RIM.

BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY DOWNLOADING, 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.

BY INDICATING YOUR ACCEPTANCE TO THE TERMS OF THIS AGREEMENT IN THE MANNER SET OUT ABOVE, YOU ARE ALSO AGREEING THAT THIS AGREEMENT REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS AND ANY PREVIOUSLY EXISTING BLACKBERRY SOFTWARE LICENSE AGREEMENTS, TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE, AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF YOUR BLACKBERRY SOLUTION (FOR FURTHER INFORMATION, SEE BELOW THE SECTION TITLED "AMALGAMATION OF AGREEMENTS"(SECTION 27)).

Return.

IF, PRIOR TO DOWNLOADING, INSTALLING, 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 YOU SHOULD: (A) PROMPTLY RETURN THE SOFTWARE TO RIM, DELETE IT, OR DISABLE IT; (B) IF YOU HAVE PURCHASED A RIM PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF RIM, PROMPTLY RETURN THE RIM PRODUCT AND THE ACCOMPANYING SOFTWARE AND ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO RIM OR THE RIM AUTHORISED DISTRIBUTOR FROM WHOM YOU OBTAINED THE RIM PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS; OR (C) IF YOU HAVE PURCHASED A THIRD PARTY HANDHELD PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF RIM, PROMPTLY ARRANGE FOR THE DISABLEMENT OF THE SOFTWARE WITH RIM OR THE RIM AUTHORISED DISTRIBUTOR FROM WHOM YOU OBTAINED THE THIRD PARTY HANDHELD PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS. If, in the circumstances set out above, You have paid for the Software, and/or for the RIM Product which You acquired with that Software and are unable to usefully use without that Software, (as applicable), and You provide RIM or the authorised distributor from whom You acquired the Software for the RIM Products with Your proof of purchase within ninety (90) days from the date You acquired the Software, RIM or the authorised distributor will refund the

fees (if any) to You which You have paid for these items. To get a refund for Software on Third Party Handheld Products (note however that the Software is provided at no charge on some Third Party Handheld Product(s) and hence there may be nothing to refund) please contact Your authorised distributor of the Software for that Third Party Handheld Product. If, in the circumstances set out above, 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 APPLICABLE IN YOUR JURISDICTION, TO THE EXTENT THAT YOU MAY BE ENTITLED TO SUCH MANDATORY STATUTORY RIGHTS.

1. Definitions. Unless the context requires otherwise, the defined terms in this Agreement shall have the meanings set out below (and where the context so admits the singular shall include the plural and vice versa).

"Airtime Service" means wide-area wireless network services, other network services (including wireless local area network, satellite and Internet services) and any other services provided by your Airtime Service Providers for use in conjunction with Your BlackBerry Solution.

"Airtime Service Provider" means an entity that provides wide-area wireless network services, and may provide other Airtime Services that support or enhance Your BlackBerry Solution.

"Authorised Users" means any of the following to whom You give permission to use the Software as part of Your BlackBerry Solution: (a) any of Your employees, consultants or independent contractors; (b) any friend or family member, or any person that resides in Your premises; and (c) any other person who RIM authorises in writing. This Agreement does not convey the automatic right to have Your BlackBerry Server Software hosted by a third party, if You wish to do so, please contact RIM at: legalinfo@rim.com.

"BlackBerry Handheld Product", also known as "BlackBerry Devices", means a wireless handheld device manufactured by or on behalf of RIM, including any such smartphone, smart card reader, or BlackBerry Presenter and any other device expressly identified by RIM at http://www.blackberry.com/legal/blackberrydevices_for_bbsla as a BlackBerry Handheld Product.

"BlackBerry Handheld Software" means the RIM proprietary software (comprised of RIM proprietary: software, firmware, interfaces, content and other data , whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use on a Handheld Product that is: (a) loaded on the Handheld Product as originally shipped by RIM; or (b) transmitted, distributed or otherwise made available to You by or on behalf of RIM from time-to-time for use on Your Handheld Product. Examples of BlackBerry Handheld Software include the RIM proprietary operating system software and RIM proprietary applications pre-installed on a BlackBerry Handheld Product, or included in the "BlackBerry Application Suite" product transmitted, distributed or otherwise made available by or on behalf of RIM from time to time for use on Third Party Handheld Products.

"BlackBerry PC Software" means RIM proprietary software (comprised of RIM proprietary software, interfaces, content and other data, whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use as part of a BlackBerry Solution and for only a single end user to use and access on a personal computer at any one time. An example of BlackBerry PC Software is "BlackBerry Desktop Software", which can be used to provision and maintain synchronization between Your Handheld Product and Your personal computer and provides other desktop management functionality.

"BlackBerry Prosumer Services" are services designed and offered by RIM to provide RIM customers with certain functionality provided by RIM's BlackBerry proprietary server software without RIM customers

having to acquire such server software. BlackBerry Prosumer Services includes RIM's "BlackBerry Internet Service". The BlackBerry Internet Service enables subscribers to: (a) integrate certain ISP or other third party email accounts for push based delivery to Your Handheld Product; (b) create a device based email address for Your Handheld Product; and (c) access to certain Internet content and services. The email functionality of the BlackBerry Internet Service is also known as "MyEmail", "BlackBerry Internet Mail" and/or a product name specific to Your Airtime Service Provider. All or some of BlackBerry Prosumer Services may not be supported by Your Airtime Service Provider. Please check with Your Airtime Service Provider for availability.

"BlackBerry Server Software" means RIM proprietary server software (comprised of RIM proprietary: software, interfaces, content and data, that may or may not technically be considered software code, including without limitation the server routing protocol identifier (SRP ID), SRP authentication key and any other identifier that RIM provides for use with a specific copy of server software; and Third Party Components), or a portion thereof, a single copy of which is designed to be installed on a computer and accessed by multiple Handheld Products at any one time. Examples of BlackBerry Server Software include the "BlackBerry Enterprise Server" product, which is designed to integrate with and provide a link between certain corporate application servers (such as email servers) and the Handheld Products provisioned to operate with "BlackBerry Enterprise Server" software, and the "BlackBerry Mobile Voice" software, which is designed to make office phone features available to Handheld Products.

"BlackBerry Solution" means the Software, and at least one of the following additional items for use in conjunction with the Software: RIM Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and/or Service(s); along with the applicable Documentation.

"Documentation" means the applicable installation guide or standard end user documentation prepared and supplied by RIM for the specific type and version of Software, RIM Product or Service, including any safety instructions. Documentation is also available via http://docs.blackberry.com or by contacting RIM at legalinfo@rim.com. For certainty, Documentation does not include any installation guide or end-user documentation that is prepared by any person other than by RIM or any modifications made to documentation made by any person other than RIM.

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

"RIM Peripherals" means the RIM branded: accessories or other items including, without limitation, microSD cards or other expandable memory and headsets designed to work in conjunction with a RIM Product.

"RIM Product" means any of the BlackBerry Handheld Products and any RIM Peripherals exclusive of any Software.

"Software" means any of the BlackBerry Handheld Software, BlackBerry PC Software or BlackBerry Server Software provided to You under this Agreement, in whatever form, medium or manner provided or subsequently installed or used. If the BlackBerry Server Software has the capability to provision (i.e. activate) BlackBerry Handheld Software, then, the term "Software" includes any and all BlackBerry Handheld Software (including any and all updates or upgrades thereto for which other terms and conditions are not provided) that is provisioned using the Software. The term "Software" shall not include any Third Party Software or Third Party Content, whether or not the Third Party Software or Third Party Content is distributed by RIM, or the Third Party Software or Third Party Content accompanies, is provided with, or operates in conjunction with, the Software and/or any other portion of Your BlackBerry Solution or Third Party Handheld Product.

"Service(s)" means any RIM service provided to You by or on behalf of RIM as part of Your 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 Components" means software and interfaces, licensed by RIM from a third party for incorporation into a RIM software product, or for incorporation into firmware in the case of RIM hardware products, and distributed as an integral part of that RIM product under a RIM brand, but shall not include Third Party Software.

"Third Party Content" means content proprietary to a third party, including, without limitation, third party files, databases and websites.

"Third Party Handheld Product" means any wireless handheld smartphone, other than a BlackBerry Handheld Product, on which BlackBerry Handheld Software or any portion thereof, has been designed by RIM to operate, and in relation to which RIM has entered into an agreement with Your Airtime Service Provider authorizing that third party wireless device to access the RIM infrastructure.

"Third Party Items" means Third Party Hardware, Third Party Software, Third Party Content and Third Party Products.

"Third Party Hardware" means Handheld Products, computer, equipment, peripherals and any other hardware product that is not a RIM Product.

"Third Party Products" means Third Party Hardware and Third Party Software and any other commercial products that are not RIM Products.

"Third Party Services" means services provided by a third party, including Airtime Services and any website that is not operated by RIM.

"Third Party Software" means standalone software applications proprietary to a third party that are provided or otherwise made available with, on or through RIM Products or Software. Examples of Third Party Software are DataViz's "Documents To Go", provided on certain BlackBerry Handheld Products, and Sonic Solutions' "Roxio Media Manager", if it is provided in conjunction with the BlackBerry Desktop Software.

"Your BlackBerry Solution" means the Software, and at least one of the following additional items which You obtain, install, provision, or otherwise authorise and accept responsibility for the use of, in conjunction with the Software, as applicable in Your circumstances: RIM Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and/or Service(s); along with the applicable Documentation.

2. Software and Documentation License. The Software is licensed and not sold under this Agreement. Your license to use the Software is conditional upon payment of the license fees, if any. Subject to the terms and conditions herein, this Agreement grants You a personal, revocable, non-exclusive, non-transferable license that permits You and Your Authorised Users, collectively:

(a) if the Software is BlackBerry Server Software:

(i) to install and use up to the number of copies (including virtual copies) of the Software corresponding to the fees for the Software paid to RIM or RIM's authorised distributor (and if no fees for the Software are payable to RIM or RIM's authorised distributor, then

to install and use up to the number of copies otherwise authorised in writing by RIM or its authorised distributor); and

(ii) to enable up to the number of Handheld Products corresponding to the fees paid to RIM or RIM's authorised distributor to access the Software (and if no fees are payable to RIM or RIM's authorised distributor to enable Handheld Products to access the Software, then to enable up to the number of Handheld Products otherwise authorised in writing by RIM or its authorised distributor) (for example, if You are running "BlackBerry Enterprise Server" software, You must acquire client access licenses ("CALs") for the number of Handheld Products used in conjunction with that type of BlackBerry Server Software or otherwise obtain authorization from RIM setting out the number of Authorised Users that are permitted to access that Software); and

(b) if the Software is BlackBerry Handheld Software or BlackBerry PC Software and:

(i) if the Software is pre-installed on hardware, then, to use the single copy of that Software installed on the hardware; or

(ii) if the Software is not pre-installed on hardware, then, to install and use the Software on the number of units of the applicable hardware corresponding to the fees for the Software paid to RIM or RIM's authorised distributor (and if no fees are payable to RIM or RIM's authorised distributor for the Software, then to install and use up to the number of copies otherwise authorised in writing by RIM or its authorised distributor).

If You are acquiring the Software (and any associated CALs) on a subscription basis or as part of a free trial, then the license rights set out above apply only for the time period for which you have paid the requisite subscription fees or for the time period authorised by RIM or its authorised distributor, as the case may be).

In all cases, the license(s) granted under this Agreement permit You and Your Authorised Users to use or allow the use of the Software or to access the Services only for Your own internal or personal purposes and only as part of Your BlackBerry Solution. If an Authorised User also wishes to use the BlackBerry Handheld Software as part of another BlackBerry solution (i.e. a BlackBerry solution comprised in part of RIM proprietary products, software or services which You, or someone acting on Your behalf, have not obtained, installed or provisioned, and You are prepared to permit, but not accept responsibility for, such use; "Other BlackBerry Solution"), then that use is not covered by this license agreement and You must require the Authorised User to enter into a separate license agreement with RIM entitling him or her to use the BlackBerry Handheld Software as part of the Other BlackBerry Solution. (e.g. if You are a corporation and Your employee wishes to use the BlackBerry Handheld Software, in conjunction with his or her personal BlackBerry Prosumer Services, and You are prepared to permit but not to take responsibility for such use, Your employee must, in addition to being an Authorised User under this Agreement, enter into a BlackBerry Software License Agreement with RIM, in his or her personal capacity, entitling use of the Software with this Other BlackBerry Solution. In most cases the BlackBerry Software License Agreement will be presented to the individual when he or she provisions the BlackBerry Handheld Software for use with BlackBerry Prosumer Services, and is otherwise available from RIM at www.blackberry.com/legal. Similarly if You have a Hosted BES Access Agreement in place, Your customers must enter into the Agreement in order to use the BlackBerry Enterprise Server Software as part of their BlackBerry Solution).

This Agreement and the licenses granted herein, do not imply any rights or entitlement to: (a) future upgrades or updates of the Software or Third Party Software; (b) in the case of BlackBerry Handheld Software on a Handheld Product, the ability to access applications, other than those included in the Software; or (c) acquire any new or modified Services. Notwithstanding the foregoing, the Software may include functionality to automatically check for updates or upgrades to the Software. Unless You, or a third party with whom You have an agreement to provide Your BlackBerry Solution or portions thereof to You, configures Your BlackBerry Solution to preclude the transmission or use of upgrades or updates to the Software, Third Party Software or Services, You hereby agree that RIM may (but is not obligated to) make such updates or upgrades available to You from time-to-time. If RIM,

either directly or through a distributor (including Your Airtime Service Provider) makes any updates or upgrades to the Software or Services available to You, such updates or upgrades shall be subject to the terms and conditions of this Agreement unless the Software or Service(s) is expressly provided to You under other, or additional terms and conditions, in which case, if You accept the associated terms and conditions or use the update or upgrade, those other, or additional terms and conditions (which may include the payment of additional fees), shall apply.

You may not print, distribute or modify the Software, in whole or in part. Except to the extent that RIM is expressly precluded by law from prohibiting these activities, You may not copy, reproduce or in any other manner duplicate the Software, in whole or in part, except as authorised in this Agreement or in a separate written agreement between You and RIM. 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 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://docs.blackberry.com solely for Your use under these terms and conditions and in conjunction with the use of the Software.

3. Use of Your BlackBerry Solution. You are responsible for all activities with respect to Your BlackBerry Solution undertaken by You and Your Authorised Users and You will ensure that:

(a) You and Your Authorised Users only use Your BlackBerry Solution and any portion thereof, in accordance with this Agreement, all applicable laws and regulations, and the appropriate Documentation for Your 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, or minor, and 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 Your or Your Authorised User's position would undertake, use or permit others to use Your 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, the RIM Group of Companies, 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 Authorised Users will not transmit harassing, abusive, libellous, illegal or deceptive messages, content or information using Your BlackBerry Solution or any portion thereof;

(f) You and Your Authorised Users will not use Your BlackBerry Solution, or any part thereof, to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including any breach of privacy or infringement, violation or misappropriation of any intellectual property rights and/or other proprietary rights of any third party (including, without limitation, copying and sharing Third Party Content for which You and Your Authorised Users do not have the rights to copy and share, or unlawfully circumventing any digital rights management protections);

(g) You and Your Authorised Users will not sell, rent, lease, sub-license, or transfer, or attempt to sell, rent, lease, sub-license, or transfer, the Software or any part thereof, or Your entitlement to use the Services or any part thereof, (including operating a service bureau or equivalent service using the Software) to any other person, without the prior express written permission of RIM;

(h) You and Your Authorised Users will not transfer, or attempt to transfer, any Software or any part thereof pre-installed by or on behalf of RIM on a RIM Product for use on any other device without the prior written permission of RIM.

(i) You and Your Authorised Users 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 Agreement and provide RIM or a RIM appointed independent auditor with access to the premises and computers where the RIM Products, Services or Software are or have been used and any associated records. You hereby authorise RIM to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations; (ii) third parties in investigating acts in violation of this Agreement; and (iii) system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. Such cooperation may include RIM disclosing Your or Your Authorised Users' username, IP address, or other personal information.

4. Third Party Items and Third Party Services. In connection with Your use of the BlackBerry Solution, You may acquire or obtain access to, Third Party Items and Third Party Services.

(a) Required Third Party Items. You are responsible for ensuring that the Third Party Items and Third Party Services (including, without limitation, the computer systems, Internet connectivity, and Airtime Services) with which You choose to operate Your 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 BlackBerry Solution as set out in the Documentation, and that You and Your Authorised Users' use of such Third Party Items and/or Third Party Services with Your BlackBerry Solution is not in violation of any licenses, terms, conditions, laws, rules and/or regulations respecting the use of such Third Party Items and Third Party Services.

(b) Airtime Services. In most instances, Your BlackBerry Solution will require a subscription for Airtime Services in order to use Your BlackBerry Solution and You must acquire this subscription through an Airtime Service Provider (or where available through RIM on behalf of an Airtime Service Provider) which Airtime Services shall be subject to the terms and conditions of such Airtime Service Provider. If You wish to obtain information about which Airtime Service Providers support Your BlackBerry Solution in Your location please contact RIM via legalinfo@rim.com.

(c) Required Third Party Services. RIM may also provide You with items of BlackBerry Handheld Software that are specifically designed to enable You to access particular Third Party Services (e.g. My Space and MSN Messenger). Your Airtime Service Provider must permit You to access the Third Party Service through Your Handheld Product in order for You to do so. You may also require an account with the Third Party Service provider in order to use this BlackBerry Handheld Software with certain features of the Third Party Service, which account will be governed by the terms and conditions You agree to in relation to the Third Party Service.

If You are unsure whether RIM is the source of a website, content, item, product or service, please contact RIM at legalinfo@rim.com. If You deal with third parties through the Internet or in association with Third Party Services, take care to ensure You know who You are dealing with, and that You know the terms and conditions associated

with those websites and any Third Party Services or Third Party Items, You may receive, including, without limitation, delivery and payment terms, terms of use, end user license terms, ability to return products, privacy terms, privacy settings, and security features to protect Your private information and to ensure Your personal safety. If You enter into agreements with third parties, You will be responsible for complying with the terms and conditions of those agreements.

5. Additional Terms for Third Party Software and Third Party Components. Without limiting the foregoing, the Software may include Third Party Components, and to enhance Your experience with Your BlackBerry Solution, Third Party Software may be provided in conjunction with RIM Products or Software when originally shipped by RIM or may subsequently be transmitted, distributed or otherwise made available to You from time-to-time. Your use of the Third Party Software and Third Party Components (including any updates or upgrades thereto) may be subject to separate or additional terms and conditions. These separate or additional terms and conditions, if any, will be made available in a text file accompanying the Software and/or, in the case of Third Party Software, may be made available when You use or install the Third Party Software for the first time. With respect to Third Party Software provided to You by RIM, RIM is only able to provide such software with Your understanding, acknowledgment and agreement that such software is: (a) provided as a convenience to You only; and (b) if it is not accompanied by a separate software license, it is subject to the terms and conditions of this Agreement as though it were Software, except that in all cases it is provided by RIM "AS IS" and "AS AVAILABLE" with no express or implied conditions, endorsements, guarantees, representations or warranties. If You wish to obtain Third Party Software on other terms, You should acquire this Third Party Software directly from its suppliers. In no event shall such separate license agreements or additional terms and conditions between You and the supplier be binding on RIM or impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon RIM whatsoever. To the extent that any particular Third Party Component is covered by additional terms and conditions that provide You with rights to use, copy, distribute, or modify all or part of such Third Party Component broader than the rights afforded You under this Agreement for the Software then, solely to the extent You can exercise such broader rights without breaching the terms of this Agreement for the remainder of the Software, You obtain the benefit of such broader rights.

6. Desktop Cryptography Support. The BlackBerry Handheld Software may include software modules that allow users to extend certain of their existing desktop-based cryptography implementations (such as S/MIME Version 3.0 (or subsequent) or implementations based on the RFC 2440 standards, such as PGP) (each a "Desktop Cryptography Implementation") wirelessly to certain Handheld Products. Certain Desktop Cryptography Implementations may require you to first obtain such Desktop Cryptography Implementations from a third party vendor. RIM does not provide any portion of the cryptography infrastructure required for the Desktop Cryptography Implementation itself and RIM takes no responsibility for the selection, acquisition, implementation, performance or non-performance, support, accuracy or reliability of any portion of Your cryptography infrastructure, including, without limitation, the selection, accuracy or reliability of the infrastructure software, or any trust signatures, public keys, third party certificates and related services, or any authentication or authentication method, used in conjunction with the cryptography infrastructure. You are 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 Desktop Cryptography Implementation. RIM HAS NO LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO YOUR DESKTOP CRYPTOGRAPHY IMPLEMENTATION.

7. Intellectual Property. Neither You nor Your Authorised Users acquire hereby any ownership right, title or interest in or to any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright, database rights or rights in any confidential information or trade-secrets, in or relating to Your BlackBerry Solution or any part thereof. You also do not acquire any license rights in or related to Your 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. No title and/or any right of possession to the RIM Product(s) (if any) is granted by virtue of this Agreement. Any rights not expressly granted herein are expressly

reserved. For clarity, notwithstanding anything else in this Agreement, in no event shall the licenses granted in the Software herein extend, or be construed to extend, to the use of any Third Party Services or Third Party Items either on a standalone basis or in conjunction with Your BlackBerry Solution, and, without limiting the foregoing, in no event shall the licenses granted hereunder be construed such that any supplier of such Third Party Services or Third Party Items be able to successfully assert that use of such Third Party Services or Third Party Items either in conjunction with all or a part of the BlackBerry Solution or on a standalone basis are licensed under RIM's patents by virtue of the fact that the Software is licensed hereunder. The Software, including any copies You make of the Software, is only licensed, and not sold, to You, and the Software, 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 any remedies, including, without limitation, to injunctive relief, that RIM may have under any applicable laws relating to the protection of RIM's intellectual property or other proprietary rights.

8. Cisco Non-Assert Pass-through. If Your BlackBerry Solution 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. For the purposes of this Agreement, "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.

9. Export, Import and Use Restrictions and U.S. Government Licenses.

(a) You acknowledge that the RIM Products and Software include cryptographic technology that may be subject to export, import, and/or use controls by Government Authorities (as hereinafter defined) by way of law or regulation. You agree that the RIM Products and Software will not be exported, imported, used, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other (sub-national and/or supranational) government authorities with authority over the country(ies) and/or territory(ies) from which the RIM Products and Software are being exported or to which the RIM Products and Software are being imported (collectively, the "Government Authority(ies)"). Without limitation, You agree the RIM Products and Software will not be exported: (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. If You have any questions regarding this Section, please contact RIM at legalinfo@rim.com. You hereby represent that: (A) to the best of Your knowledge You are eligible to receive the RIM Product(s) and Software under applicable law; (B) You will not use the RIM Products and Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity; and (C) You will ensure that Authorised Users use the RIM Product(s) and Software in accordance with the foregoing restrictions. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if You are any agency of the government of the United States of America, then Your rights in respect of the Software shall not exceed the rights provided under this Agreement, unless expressly agreed upon by RIM in a written agreement between You and RIM and signed by a Chief Operating Officer or Chief Executive Officer of RIM.

(b) You hereby agree to indemnify RIM, the RIM Group of Companies and the Airtime Service Provider from any claims, actions, liability or expenses (including reasonable lawyers' fees and costs) resulting from Your failure to act in accordance with the acknowledgements, agreements, and representations in this Section.

10. Security. Your BlackBerry Solution may utilize a level of encryption data security for communications between Your Handheld Product and the computer system with which it operates. You agree to assume full responsibility for the establishment of appropriate security measures to control access to Your Handheld Product and such computer system.

11. Confidentiality and No Reverse Engineering. You acknowledge and agree that the Software was: (a) developed at considerable time and expense by RIM and/or the RIM Group of Companies; and (b) that the Software and associated CALs contains confidential information including the trade-secrets of RIM, the RIM Group of Companies and their respective suppliers. This Agreement gives You no right to obtain from RIM or its distributors 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 neither You nor Your Authorised Users will alter, modify, adapt, create derivative works, translate, deface, or Reverse Engineer the Software and/or associated CALs, 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", or "black box" reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

12. Term. 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 continue in effect unless terminated in accordance with the provisions set out herein.

Notwithstanding the foregoing, if subsequent to Your entering into this Agreement, RIM transmits or otherwise makes available to You, any additional BlackBerry Handheld Software that is free of charge and is designed to enable You to access Third Party Services, then, because of the reliance of that BlackBerry Handheld Software on the Third Party Services, RIM reserves the right, but has no obligation, to terminate Your license to that free BlackBerry Handheld Software, at any time, for any reason, without notice to You; however, if feasible, RIM will use commercially reasonable efforts to provide You with notice of termination.

13. 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, immediately terminate this Agreement and any other license agreement between You and RIM for any other portion of Your BlackBerry Solution used by You or Your Authorised Users with the Software; and/or cease to provide any Service(s) to You or Your Authorised Users in relation to Your BlackBerry Solution. Where You have provided RIM with accurate contact information, RIM shall provide You with notice of termination.

(b) Without limiting the generality of the foregoing sentence, You will be deemed to be in breach of this Agreement and RIM will have the right to terminate this Agreement upon providing notice if:
(i) You or Your Authorised Users fail to comply with or perform a term or condition herein;

(ii) You materially contravene any other license agreement or terms of service that You may have with RIM for any portion of Your BlackBerry Solution used by You or Your Authorised Users with the Software, including, without limitation, the terms of any such click-wrap or shrink-wrap agreement that You have agreed to on a RIM website or otherwise;

(iii) You or any of Your Authorised Users interfere with RIM's customer service or business operations; or

(iv) any monthly or other periodic fees or costs associated with Your use of Your BlackBerry Solution are not paid within thirty (30) days of their becoming due.

(c) In addition, RIM may terminate this Agreement and/or immediately cease to provide the Service(s) without any liability whatsoever to You or Your Authorised Users 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.

(d) 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. RIM shall not have any liability to You or Your Authorised Users arising from or related to the termination of this Agreement in accordance with this Section.

14. Effect of Termination. Upon termination of this Agreement, however caused, or if Your subscription or a free trial for the Software expires: (a) You will immediately discontinue all use of the Software (or item of Software for which the license has expired) and return all copies of such Software that are in Your and/or Your Authorised Users' possession or control; and (b) RIM shall have the right to block any transmission of data to and from such Software, without notice to You. Upon termination of any account You may have with RIM, You authorise RIM to delete any files, programs, data and email messages associated with such account, without notice to You. In the event of the termination of this Agreement by RIM pursuant to provisions of this Agreement, You shall pay to RIM all fees (including reasonable lawyers' fees and costs) and related expenses expended or incurred by RIM in the enforcement of its rights hereunder. Notwithstanding the foregoing, because of the nature of Software, it may be impossible to return the Software because the Software is integrated into hardware that you own (such as a Handheld Product) and/or the Software may be installed on a desktop or server such that all you could return is a further reproduction of the Software. In such cases, please contact RIM at legalinfo@rim.com for further instructions.

15. Indemnity/Liability. You shall defend, indemnify, and hold harmless RIM, the RIM Group of Companies, RIM's affiliates, suppliers, successors, 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, costs or expenses (including, without limitation, reasonable lawyers' fees and costs) incurred by a RIM Indemnified Party arising from: (a) 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 Your BlackBerry Solution or any portion thereof; (b) damages arising from Your breach of any of the following Sections of Agreement: "Desktop Cryptography Support" (Section 6), "Use of Your BlackBerry Solution" (Section 3), "Software and Documentation License" (Section 2), "Required Third Party Items" (Section 4(a)), "Airtime Services" (Section 4(b)), "Required Third Party Services" (Section 4(c), "Intellectual Property" (Section 7), "Export, Import and Use Restrictions and U.S. Government Licenses" (Section 9), "Confidentiality and No Reverse Engineering" (Section 11); (c) any injury, death or property damage arising from Your or Your Authorised Users' negligence or

misconduct in connection with Your or Your Authorised Users' use of Your BlackBerry Solution or any portion thereof; or (d) claims made by third parties against RIM arising from or related to Your or Your Authorised Users' use of the Software or Your 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 contemplated by and 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.

16. Limited Warranties.

(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 standard end user Documentation ("Specifications") when used as specified by RIM in the Documentation applicable to the specific type and version of the Software in conjunction with other unaltered portions of Your BlackBerry Solution, 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 or email 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 You cease to use the Software and 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) Notwithstanding anything to the contrary in this Agreement, updates, and upgrades provided to You free of charge are provided "AS IS" and without warranty of any kind.

(iii) Updates and upgrades, for which You have paid additional license fees, shall be subject to the warranty set out above for a period of ninety (90) days from the date that the upgrade for any Software is delivered to You.

(iv) 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 the Sections of this Agreement entitled, "'Required Third Party Items" (Section 4(a)), "Airtime Services" (Section 4(b)), "Required Third Party Services" (Section 4(c)), "Desktop Cryptography Support" (Section 6), "Use of Your BlackBerry Solution" (Section 3), "Software and Documentation License" (Section 2), "Export, Import and Use Restrictions and U.S. Government Licenses" (Section 9) or "Confidentiality and No Reverse Engineering" (Section 11) 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 Your 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, correction of errors attributable to software other than the Software, or defects due to repairs or modifications not authorised by RIM.

(v) For clarification, unless otherwise required by applicable law, this warranty applies to BlackBerry Handheld Software in new Handheld Products, and does not apply to BlackBerry Handheld Software included with used or refurbished Handheld Products.

(vi) There is no warranty on free after market downloads of additional items of Software (which constitute upgrades to the Software build acquired with the Handheld Product), or on free Server Software. If any item of such Software fails to operate in accordance with its Documentation within the ninety (90) days following the date You install it on Your Handheld Product or computer as applicable, You may contact RIM and RIM shall identify the support, if any, that is available for such Software (which support may be provided to You at RIM's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to You, in a generally available software fix or release, on RIM's website or in any other form of which RIM advises You).

(vii) You acknowledge and agree that where such Software is designed to facilitate Your access to Third Party Items or Third Party Services, RIM MAY HAVE LIMITED OR NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD PARTY ITEMS OR THIRD PARTY SERVICES, AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT YOU IDENTIFY WITH THIS SOFTWARE.

(viii) This Section sets out RIM's only obligations and Your sole remedies in respect of the Software and any defects, errors, problems or breach of the warranty for the Software set out herein.

(b) Product(s). The limited warranty, if any, for the RIM Product(s) ("Limited Product Warranty") is set forth in the applicable Documentation. The Limited Product 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 Product Warranty. The following subsections of the Section of this Agreement entitled "General" (Section 26) below are incorporated by reference into the terms of the Limited Product Warranty, amended as required to the extent necessary to apply to the Limited Product Warranty: "Waivers of Default" (Section 26(b)), "Survival" (Section 26(c)), "Severability" (Section 26(e)), "Language" (Section 26(f)) and "Entire Agreement" (Section 26(h)). By indicating Your acceptance of this Agreement as provided above, You acknowledge that You have read the Limited Product Warranty and agree to its terms. For clarity, except to the extent required by applicable law, the "Limited Product Warranty" applies only to new RIM Product(s) and only the balance of such warranty (if any) applies to any refurbished RIM Product(s).

17. Post-Warranty Support. If You wish to obtain support from RIM after the expiry of the warranty period, please contact RIM at sales@blackberry.com (or such other location listed on http://www.blackberry.com/legal/) or Your Airtime Service Provider. If You have a third party hosting the Software on Your behalf (a "Hosting Party") and You wish the Hosting Party to obtain support for the Software from RIM on Your behalf, then either You or the Hosting Party must have a support agreement in place with RIM for the specific items of Software as required for Your number of Authorised Users, and You must update RIM from time to time as to the Software hosted on Your behalf by sending an email to sales@blackberry.com (or such other location listed on http://www.blackberry.com/legal/) identifying the Software, the number of copies You have licensed, along with the SRP IDs and CALs as applicable. Support for Your BlackBerry Solution may not be available through certain Airtime Service Providers.

18. Requirement to backup/wipe Data. RIM recommends that You make regular back-ups of all emails, content, Third Party Software You acquire and/or other data on Your Handheld Product, as in many instances such data is not stored or otherwise backed up by or on behalf of RIM. If You transfer Your Handheld Product (as

permitted by the Agreement) for any reason, including, without limitation, in connection with the servicing of Your Handheld Product, You must wipe all data from Your Handheld Product, and remove all expandable memory, or this data will be available to the person who obtains that Handheld Product, and You must reinstall any software that was not originally shipped with the Handheld Product.

19. Disclaimer.

THE LAW OF SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTIES, CONDITIONS, ENDORSEMENTS, GUARANTEES, OR REPRESENTATIONS IN CONTRACTS WITH CONSUMERS AND TO THE EXTENT YOU ARE A CONSUMER THESE EXCLUSIONS MAY NOT APPLY TO YOU.

(a) General Warranties.

(i) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 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, MERCHANTABLE QUALITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

(ii) To the maximum extent permitted under applicable law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above, but can be limited, are hereby limited to ninety (90) days from the date You first installed any portion of Your BlackBerry Solution on any computer.

(b) Service(s).

(i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, EACH SERVICE IS PROVIDED OR MADE ACCESSIBLE "AS IS" AND "AS AVAILABLE", WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND BY RIM.

(ii) RIM DOES NOT WARRANT OR PROVIDE AN OTHER SIMILAR ASSURANCE WHATSOEVER THAT UNINTERRUPTED USE OR OPERATION OF ANY SERVICE, CONTINUED AVAILABILITY OF ANY SERVICE, OR THAT ANY MESSAGES, CONTENT OR INFORMATION SENT BY OR TO YOU WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

(c) Third Party Items and Third Party Services, Linked Sites.

(i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, THE THIRD PARTY SERVICES AND THIRD PARTY ITEMS ARE NOT UNDER THE CONTROL OF RIM, RIM DOES NOT ENDORSE ANY PARTICULAR THIRD PARTY ITEMS OR THIRD PARTY SERVICES, AND RIM HAS NO RESPONSIBILITY WHATSOEVER FOR YOUR SELECTION, USE, ACCESS, OR IMPLEMENTATION OF THE THIRD PARTY SERVICES OR THIRD PARTY ITEMS.

(ii) THE FOREGOING APPLIES REGARDLESS OF: (A) HOW YOU ACQUIRE OR OBTAIN ACCESS TO THIRD PARTY ITEMS AND/OR THIRD PARTY SERVICES, I.E. WHETHER INDEPENDENT OF, OR THROUGH RIM OR YOUR AIRTIME SERVICE PROVIDER; (B) WHETHER ANY SUCH THIRD PARTY ITEMS OR THIRD PARTY SERVICES (INCLUDING AIRTIME SERVICES) ARE REQUIRED IN ORDER TO USE ALL OR ANY PORTION OF YOUR BLACKBERRY SOLUTION; OR (C) YOU ACQUIRE OR GAIN ACCESS TO SUCH THIRD PARTY ITEMS AND THIRD PARTY SERVICES BY WAY OF THE HANDHELD PRODUCT, INCLUDING WITHOUT LIMITATION, VIA A BROWSER OR THE BLACKBERRY APP WORLD SOFTWARE THAT MAY BE SUPPLIED AS PART OF THE BLACKBERRY HANDHELD SOFTWARE, VIA THE AFTER MARKET DOWNLOAD OF BLACKBERRY HANDHELD SOFTWARE THAT FACILITATES YOUR ACCESS TO SPECIFIC THIRD PARTY SERVICES AND/OR THIRD PARTY ITEMS, OR BY WAY OF LINKS TO SPECIFIC THIRD PARTY SOFTWARE OR THIRD PARTY WEBSITES AND/OR OTHER THIRD PARTY SERVICES MADE AVAILABLE TO YOU BY ICONS OR BOOKMARKS ON YOUR HANDHELD PRODUCT, OR BY ANY OTHER MEANS WHATSOEVER, INCLUDING WITHOUT LIMITATION ON OTHER WEBSITES OR THROUGH INFORMATION ACCESSED USING YOUR HANDHELD PRODUCT OR PROVIDED TO YOU BY RIM OR AN AIRTIME SERVICE PROVIDER.

(iii) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, ALL THIRD PARTY ITEMS AND THIRD PARTY SERVICES ARE PROVIDED OR MADE ACCESSIBLE BY RIM, OR OTHERWISE USED BY YOU IN CONJUNCTION WITH THE BLACKBERRY SOLUTION, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, AND RIM SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, INCLUDING, WITHOUT LIMITATION: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, OR OF ANY PORTION OF THE SOFTWARE THAT IS DESIGNED SOLELY TO ENABLE SUCH ACCESS; (B) THE PERFORMANCE OR NON-PERFORMANCE OF THE THIRD PARTY ITEMS, OR THIRD PARTY SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY ITEMS, OR THE THIRD PARTY SERVICES WITH ALL OR A PORTION OF YOUR BLACKBERRY SOLUTION.

(iv) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE OR LIABLE FOR, ANY VIRUSES, OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY SERVICES, THIRD PARTY ITEMS OR FOR ANY THIRD PARTY ITEMS OR THIRD PARTY SERVICES OR THE TRANSMISSION THEREOF, THAT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

(d) Mission Critical Applications. YOUR BLACKBERRY SOLUTION AND ANY PART THEREOF, IS 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. WITHOUT LIMITING THE FOREGOING, YOU REPRESENT AND WARRANT THAT IN THE USE OF YOUR BLACKBERRY SOLUTION, YOU WILL MAINTAIN ADEQUATE DATA RECOVERY AND BACK-UP SYSTEMS, AND IN THE EVENT OF: (i) USE OR SERVICE INTERRUPTION; OR (ii) DIFFICULTIES OR ERRORS IN DATA TRANSMISSION; YOU AGREE TO IMMEDIATELY MITIGATE ANY AND ALL LOSSES AND DAMAGES AND REPORT SUCH ISSUES TO RIM.

20. Limitation of Liability.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES IN CONTRACTS WITH CONSUMERS AND TO THE EXTENT YOU ARE A CONSUMER THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE SPECIFIC REMEDIES SET OUT IN THIS AGREEMENT, IN NO EVENT SHALL RIM BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR AGGRAVATED DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH YOUR BLACKBERRY SOLUTION, DOWNTIME COSTS, LOSS OF THE USE OF YOUR BLACKBERRY SOLUTION OR ANY PORTION THEREOF OR OF ANY THIRD PARTY SERVICES OR THIRD PARTY ITEMS, COST OF SUBSTITUTE GOODS, COSTS OF COVER, FACILITIES OR SERVICES, COST OF CAPITAL, OR OTHER SIMILAR PECUNIARY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR BLACKBERRY SOLUTION INCLUDING THE USE OR INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF YOUR BLACKBERRY SOLUTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) To the maximum extent permitted by applicable law, in no event shall the aggregate liability of RIM exceed the greater of: (i) 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 (ii) five (5) United States dollars.

(c) To the maximum extent permitted by applicable law, notwithstanding anything else in this Agreement, to the extent RIM is liable to You, RIM shall only be liable for damages incurred during the period of such failure, delay or non-performance of Your BlackBerry Solution.

(d) Nothing in this Section 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 (ii) any intentional fraudulent act or intentional fraudulent omission of RIM.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY SHALL BE LIABLE TO THE OTHER ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER WHETHER IN CONTRACT, TORT, OR OTHERWISE.

(f) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL: (i) APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY YOU INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, 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 THE SECTIONS OF THIS AGREEMENT ENTITLED: "DESKTOP CRYPTOGRAPHY SUPPORT" (SECTION 6), "USE OF YOUR BLACKBERRY SOLUTION" (SECTION 3), "SOFTWARE AND DOCUMENTATION LICENSE" (SECTION 2), "INTELLECTUAL PROPERTY" (SECTION 7), "EXPORT, IMPORT AND USE RESTRICTIONS AND U.S. GOVERNMENT LICENSES" (SECTION 9), AND "CONFIDENTIALITY AND NO REVERSE ENGINEERING" (SECTION 11); AND (iv) APPLY IN THE AGGREGATE, TO RIM OR THE RIM GROUP OF COMPANIES, THEIR SUCCESSORS, ASSIGNS, AND AUTHORISED RIM DISTRIBUTORS (INCLUDING AIRTIME SERVICE PROVIDERS ACTING AS AUTHORISED RIM DISTRIBUTORS OF THE SOFTWARE).

(g) IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, SERVICE SUPPLIER, INDEPENDENT CONTRACTOR, OR ANY AIRTIME SERVICE PROVIDER (EXCEPT AS SET OUT ABOVE) OF RIM OR THE RIM GROUP OF COMPANIES HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

(h) YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS: (i) THE FEES AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT; AND (ii) RIM'S ABILITY TO OFFER AND YOUR ABILITY TO LICENSE SOFTWARE UNDER THIS AGREEMENT AND/OR RIM'S ABILITY TO MAKE THIRD PARTY ITEMS AND THIRD PARTY SERVICES ACCESSIBLE THROUGH YOUR BLACKBERRY SOLUTION WOULD BE IMPACTED.

NOTHING IN THIS AGREEMENT IS INTENDED TO SUPERSEDE ANY EXPRESS WRITTEN AGREEMENTS OR WARRANTIES PROVIDED BY RIM FOR PORTIONS OF YOUR BLACKBERRY SOLUTION OTHER THAN THE SOFTWARE AND SERVICES.

21. Consent to Collection of Information.

(a) Your installation and/or use of Your BlackBerry Solution (or any portion thereof) and/or the Service or associated Airtime Services may result in the collection, use and/or disclosure of personal information about You and/or Your Authorised Users (which may or may not, depending on applicable law, include, without limitation, a name, email address, telephone number, Handheld Product information, Handheld Product location information (as described below), Airtime Service Provider information, and information about the use of Your BlackBerry Solution functionality or software and hardware utilized in conjunction with Your BlackBerry Solution), by RIM, Your Airtime Service Providers, third parties with products or services used with Your BlackBerry Solution and/or the affiliated companies of the entities set out in this sentence. You consent to the collection, use, processing, transmission, and/or disclosure of such information by RIM Group of Companies located in a country or territory inside or outside Your jurisdiction, and You warrant that You have obtained all consents necessary under applicable law from Your Authorised Users to disclose their personal information to RIM Group of Companies and for RIM Group of Companies to collect, use, process, transmit, and/or disclose such personal information, which may also include the use, processing, transmission, and/or disclosure of such information to Your and/or Your Authorised Users' Airtime Service Provider, third parties with products or services used with Your BlackBerry Solution, and/or within RIM Group of Companies, for: (i) the internal use of RIM Group of Companies, including, without limitation: (A) understanding and meeting Your needs and preferences; (B) developing new and enhancing existing services and product offerings; and (C) managing and developing RIM's business and operations including ensuring the technical functioning of products and services; (ii) any purpose related to the billing, activation, provision, maintenance, deactivation and/or Your and/or Your Authorised Users' use of Your BlackBerry Solution and/or related products and/or services (including the Service), including fulfilling or enforcing RIM's terms and conditions; (iii) making available to You and/or Your Authorised Users upgrades or updates of the Software, notice of upgrades or updates, Third Party Software, Third Party Content or Third Party Services and/or related products and/or services (including the Service); (iv) any purposes permitted or required by any applicable law; and/or (v) any of the other purposes, which are set out in RIM's then current privacy policy, which may be viewed at http://na.blackberry.com/eng/legal/privacy_policy.jsp, or to which you otherwise consent.

(b) In addition to other personal information described in this Agreement, when You use Your Handheld Product or enable data services or location-based functionality, Handheld Product location information (including, without limitation, GPS information, carrier ID, tower ID and signal strength of visible WiFi or cell towers) may be communicated to RIM Group of Companies. RIM Group of Companies may use such information to provide You with location-based services, including, without limitation, services facilitating the sharing of Your Handheld Product location information with other persons, including without limitation, Third Party Services used with Your BlackBerry Solution. You should give due consideration before agreeing to have Your personal information disclosed to other persons. We may also use such information to create data in which Your personal information has been aggregated or made anonymous, and may use it to provide location-sensitive advertising.

(c) The collection, use, processing, transmission, and/or disclosure of Your or Your Authorised Users' personal information for the purposes noted above are in accordance with RIM's privacy policy. RIM reserves the right to modify its privacy policy from time-to-time in its sole discretion and You should regularly review RIM's privacy policy for changes. If Your personal information is disclosed to Your Airtime Service Provider, or third parties with products or services used with Your BlackBerry Solution, the Airtime Service Provider's or third parties' privacy policy, or the

terms and conditions relating to the collection, use, processing, transmission, and/or disclosure of personal information negotiated between RIM and Your and/or Your Authorised Users' Airtime Service Provider or the applicable third party with products or services used with Your BlackBerry Solution, if any, shall apply. You agree to inform all individuals whose personal information You provide to RIM that they may have rights to access and correct their personal information under applicable laws and regulations.

22. Feedback. You may provide feedback to RIM about Your BlackBerry Solution. Unless RIM otherwise agrees in writing, You hereby agree that RIM shall own all feedback, comments, suggestions, ideas, concepts and changes that You provide to RIM regarding Your BlackBerry Solution and all associated intellectual property rights (collectively the "Feedback") and you hereby assign to RIM all of Your right, title and interest thereto. You will not knowingly provide RIM any Feedback that is subject to third party intellectual property rights. You agree to cooperate fully with RIM with respect to signing further documents and doing such other acts as are reasonably requested by RIM to confirm that RIM owns the Feedback and to enable RIM to register and/or protect any associated intellectual property rights and/or confidential information.

23. Assignment and Delegation. RIM may assign this Agreement without notice to You. You shall not assign this Agreement in whole or in 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.

24. 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 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 email address furnished by You to RIM and if You have provided RIM with no such address, notice may be duly given when prominently posted on http://www.blackberry.com/legal/.

25. 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. 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.

26. General.

(a) Third Party Beneficiaries. RIM's affiliates and RIM and its affiliates' directors, officers and employees thereof are intended third party beneficiaries for the purpose of the Sections of this Agreement entitled, "Limitation of Liability" (Section 20) and "Disclaimer" (Section 19). 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.

(b) Waivers of Default. No Party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorised signatory of the Party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

(c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement.

(d) Governing Law and Dispute Resolution. This Agreement is to be governed by and construed under the laws of the State of New York, 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, which if You are an individual, is You, 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, except to the extent specifically prohibited by applicable law in Your jurisdiction, 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. 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 Your BlackBerry Solution or any portion thereof, if applicable; and (ii) Your violation or threatened violation of the Sections of this Agreement entitled, "Desktop Cryptography Support" (Section 6), "Use of Your BlackBerry Solution" (Section 3), "Software and Documentation License" (Section 2), "Intellectual Property" (Section 7), "Export, Import and Use Restrictions and U.S. Government Licenses" (Section 9), "Security" (Section 10), "Confidentiality and No Reverse Engineering" (Section 11) and "Effect of Termination" (Section 14). 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, submit and attorn to the jurisdiction of the courts located in the County of New York, New York 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. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.

(e) Severability. To the extent any section, clause, provision or sentence or part thereof ("Part") of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Agreement; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

(f) 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 and orders or judgments.

(g) Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement (other than this Agreement) provided in the packaging or accompanying materials of any portion of Your 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 Your BlackBerry Solution and the Documentation for the appropriate RIM Product or item of Software, the provisions of the Documentation shall apply to the extent of the inconsistency.

(h) Entire Agreement. This Agreement (which for the purposes of any Addenda hereto, shall in relation to the subject matter of that Addenda, include the terms of the Addenda), constitute(s) the entire agreement of the Parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or agreements between the Parties relating to the Software other than as set out in this Agreement. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other portions of Your BlackBerry Solution. This Agreement supersedes any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the Parties, whether oral or written, with respect to the subject matter hereof, and You acknowledge that You have not relied on any of the foregoing in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the Parties. Except to the extent that RIM is expressly precluded by applicable law, RIM further reserves the right to make changes to this Agreement on a prospective basis, either to reflect changes in or required by law (including without limitation changes to ensure the enforceability of this Agreement) or changes in business practices, 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 and You should regularly review that site for changes. If You continue to use the Software and/or the Service more than sixty (60) days after notice of the change has been given, then You shall be deemed to have accepted this change. If You have a concern about the change(s) please contact legalinfo@rim.com within sixty (60) days after notice of the change(s) has been given to inquire as to Your options.

(i) Compliance With Laws. You will, at Your expense, obtain and maintain all licenses, registrations and approvals required by the government authorities or applicable law in Your jurisdiction for the execution and performance of this Agreement or any related license agreements. In particular and for the avoidance of doubt, You will comply with all applicable laws and regulations and will obtain any necessary license, registration and approval from competent government authorities for the importation and use of any Software that contains commercial encryption or other security function required by applicable law. You will provide RIM with the assurances and official documents that RIM periodically may request to verify Your compliance with this obligation.

27. Amalgamation of Agreements. In order to ensure: (a) consistent terms apply to BlackBerry PC Software, BlackBerry Server Software and BlackBerry Handheld Software, when each is used as part of Your BlackBerry Solution; and (b) clarity with respect to which license terms apply to BlackBerry Handheld Software

when used as part of Your BlackBerry Solution, regardless of the manner in which You provisioned that BlackBerry Handheld Software, BY INDICATING YOUR ACCEPTANCE TO THE TERMS OF THIS AGREEMENT IN THE MANNER SET OUT ABOVE, YOU ARE ALSO AGREEING THAT THIS AGREEMENT REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS AND ANY PREVIOUSLY EXISTING BLACKBERRY SOFTWARE LICENSE AGREEMENTS, TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE, AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF YOUR BLACKBERRY SOLUTION.

All references to the BlackBerry End User/Software License or BlackBerry Enterprise Server Software License Agreement in other agreements or documentation that You have with RIM for Your BlackBerry Solution, shall be deemed to be references to this BlackBerry Solution License Agreement (except to the extent, such reference would not make sense in the context, e.g. where, as in this provision, a distinction is intended to be made between the previously existing agreements and the BlackBerry Software License Agreements, references to the previously existing agreements would not be deemed to be references to the BlackBerry Software License Agreements).

Any amendments or addendums to the previously existing BlackBerry End User/Software License or BlackBerry Enterprise Software License Agreements or BlackBerry Software License Agreements under which RIM supplied any software to You, shall be deemed to be amendments or addendums to this BlackBerry Solution License Agreement.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT legalinfo@rim.com.