

BLACKBERRY END USER / SOFTWARE LICENSE AGREEMENT

This BlackBerry End User / Software License Agreement (collectively the "Agreement") is a legal agreement between you ("You"), and RIM (as defined below) (together the "Parties" and individually a "Party"). BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING 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 US AT [HTTP://WWW.BLACKBERRY.COM/LEGAL/INDEX.SHTML](http://www.blackberry.com/legal/index.shtml). IF, PRIOR TO USING THE SOFTWARE, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE BLACKBERRY HANDHELD PRODUCT, SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS) TO RIM OR THE RIM-AUTHORIZED DISTRIBUTOR FROM WHOM YOU OBTAINED THE HANDHELD PRODUCT, SOFTWARE AND ACCOMPANYING ITEMS. If You have already paid for the Software and/or the BlackBerry Handheld Product, provide us with Your proof of purchase and we will refund the fees You have paid for these items to You.

1. Definitions.

"Airtime Service Provider" shall mean the service provider whose wireless network supports Your BlackBerry Solution. The service providers that support the BlackBerry Solution may be found at <http://www.blackberry.com/legal/index.shtml>.

"BlackBerry Desktop Software" means items of the Software that are identified as being for installation and use on a single desktop computer in conjunction with the BlackBerry Handheld Product.

"BlackBerry Enterprise Server Software" means the RIM proprietary software to be installed and used on a single server and used in conjunction with the BlackBerry Solution. The BlackBerry Enterprise Server Software is not licensed under this Agreement.

"BlackBerry Handheld Product" shall mean the RIM BlackBerry wireless handheld device(s) You have acquired.

"BlackBerry Solution" shall mean the Software (as defined below), a BlackBerry Handheld Product, RIM supplied accessories and documentation, and the RIM wireless data service. You must have 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 through RIM.

"Product" shall mean collectively the BlackBerry Handheld Product and any RIM supplied accessories for such BlackBerry Handheld Product exclusive of any Software.

"RIM" shall mean Research In Motion Limited.

"Software" shall mean the RIM software product(s) provided under this license to You for use in conjunction with the BlackBerry Handheld Product including any such BlackBerry Desktop Software, and RIM proprietary software products, firmware and data residing on the BlackBerry Handheld Product. 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, except as otherwise specified herein, 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 portion of the BlackBerry Solution. 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.

“Service” shall mean any RIM service provided to You in conjunction with the BlackBerry Solution.

“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.

2. Agreement to Supply Product(s) and Service(s) and to License Software. You acknowledge that You are supplied with the BlackBerry Solution and any additional RIM accessories or Service(s) that You order conditional upon Your acceptance of and compliance with the terms and conditions herein, Your payment of the required purchase price and license fees, Your commitment to pay all applicable monthly or other periodic fees or costs, and any additional terms and conditions that You agree to be bound by from time to time.
3. Title to Product(s) and Right To Use Software. You shall not obtain title and/or any right of possession to the Product(s) sold to You until You pay all amounts due for such Product(s). Your license to use the Software is conditional upon payment of all license fees due hereunder to RIM and, if applicable, to Your Airtime Service Provider. If any monthly or other periodic fees or costs associated with Your use of the BlackBerry Solution or the 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 14 below. For greater certainty, this Agreement does not constitute a sale of the Software or any portion thereof to You.
4. Email System. Except as the Parties specifically 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 email connectivity and airtime services used in connection with the BlackBerry Solution) used in association with the BlackBerry Solution. You are responsible for ensuring that the email system and computer with which You choose to operate the BlackBerry Solution meets RIM's minimum standards for interoperability, including, without limitation, processing speed, memory requirements, the choice of email server and client software and the use of dedicated Internet access for accessing Internet email.
5. S/MIME Support. The Software includes an add-on software module to allow users to extend their existing desktop-based S/MIME v.3 (or greater) implementations wirelessly to BlackBerry Handheld Products (the "S/MIME Support Software"). RIM does not provide any portion of the public key infrastructure based on S/MIME v.3 or greater or any other encryption process, including without limitation any S/MIME software or certification services. RIM takes no responsibility for the selection, acquisition, implementation, performance or non-performance of any portion of Your public key infrastructure, including without limitation the selection, accuracy or reliability of the S/MIME software (including without limitation the Entrust code included in the Software to enable the operation of certain public key infrastructures), or any third party certificates and related services used in conjunction with the public key infrastructure. RIM is not responsible for any acts or omissions of any certificate authorities. You must ensure that Your desktop-based S/MIME v.3 or greater implementation, including any updates or upgrades to such implementation, meets RIM's minimum standards for interoperability and compatibility set out in the relevant user documentation supplied by RIM and that Your usage of the Software conforms to the installation and usage documentation provided by RIM in conjunction with, and 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 public key infrastructure, certificates, and any other services or software You may use in conjunction with Your S/MIME v.3 implementation. Notwithstanding any other provision in this Agreement, except as provided for in the warranty set out herein, or as otherwise specifically required by law, RIM has no liability with respect to the S/MIME Support Software module, and in particular, RIM HAS NO LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO YOUR S/MIME IMPLEMENTATION OR ANY UPDATES OR UPGRADES THERETO.
6. Use of BlackBerry Solution. You agree that:

- (a) You and anyone obtaining access to the BlackBerry Solution through You will only use the BlackBerry Solution and any component thereof, including the BlackBerry Handheld Product and the Software, in accordance with this Agreement and the appropriate "Installation and Getting Started Guide" or "Getting Started Guide" provided by RIM for use in conjunction with the BlackBerry Solution or portion thereof;
 - (b) You and anyone obtaining access to the BlackBerry Solution through You will only use the BlackBerry Solution and any component thereof in accordance with the Limited Warranty (as defined herein);
 - (c) You are, and anyone obtaining access to the BlackBerry Solution through You is, over the age of majority and will comply with Your obligations under this Agreement and will comply with all applicable laws and regulations respecting the use of the BlackBerry Solution and Services;
 - (d) You will ensure that any information that is provided to RIM pursuant to this Agreement is true, accurate, current and complete;
 - (e) You will be responsible for all activities with respect to the BlackBerry Solution and Services undertaken by You or undertaken by anyone who has access to the BlackBerry Solution through You;
 - (f) You represent and warrant that You have the right and the authority to enter into this Agreement;
 - (g) You will ensure that the use of the Products, Services and the Software including without limitation the use thereof with any other software, application, or data and the transmission of data using the Software, does not interfere with, degrade, or adversely affect any software, system, network or data used by any person including RIM and other customers of RIM and You will not use or allow any person to use the Products, Services or Software in a way that has a detrimental affect upon RIM, its customers or its products or services;
 - (h) You and anyone obtaining access to the Products, Services or Software through You will not transmit harassing, abusive, libelous, illegal or deceptive messages or information;
 - (i) You and anyone obtaining access to the Products, Services or Software through You will not use the 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;
 - (j) 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 handheld device or person, without the written permission of RIM; and
 - (k) 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 Products, Services or Software are or have been used.
7. Software 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 residing on the BlackBerry Handheld Product and one copy of the BlackBerry Desktop Software residing on no more than one personal computer residing on Your premises solely in conjunction with Your use of a single BlackBerry 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. However, if RIM does provide You with any upgrades or updates to the Software, either directly or through Your Airtime Service Provider, such updates or upgrades shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates, and may be subject to additional payments. 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 backups of the computer or system on which the Software is installed, in accordance with industry standard business practices. You may not copy any written materials accompanying any portion of the Software unless specifically authorized in writing to do so by RIM.
8. 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.

9. 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 and all associated documentation is 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.
10. 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") including without limitation, the *Singapore Regulation of Imports and Exports Act* (Cap. 272A). In particular, You acknowledge that the Software is of Canadian origin, is subject to Canadian laws and regulations, and may be subject to restrictions on export or re-export to countries subject to Canadian embargoes (currently Angola, Eritrea, Ethiopia, Iraq, Liberia, Myanmar (Burma), Rwanda, Sierra Leone and Yugoslavia) or to persons or entities prohibited from receiving Canadian exports (including, but not limited to, those involved with missile technology or nuclear, chemical or biological weapons). You hereby represent that (1) to the best of Your knowledge You are eligible to receive and use the Product(s) and Software under Applicable Law; (2) You will import, export, or re-export the Product(s) and/or the Software to, or use the Product(s) and/or the Software in, any country or territory only in accordance with Applicable Law; and (3) You will ensure that other persons use the 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.
11. Security. The enterprise edition of the BlackBerry Solution includes a level of encryption data security for communications between Your BlackBerry 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 BlackBerry Handheld Product and such computer system.
12. 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 Your employees 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 may not translate, reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software and agree not to authorize, allow or enable any other person to do so.
13. 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 Airtime Services become unavailable. Upon termination of this Agreement, You will cease all use of the Software and destroy and/or permanently delete all copies of the Software in Your possession.
14. Remedies and Termination for Default. If You breach any provision of this Agreement RIM may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement 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 user of the BlackBerry Solution (or any component thereof) interfere with RIM's customer service or business operations, (3) You materially contravene any agreement that You may have with RIM, 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 violate any code of conduct or other guidelines by which You may be governed in conjunction with Your use 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 if RIM is prevented from providing any portion or all of any Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body, or if a notice from a government agency or department indicates either RIM or the Airtime Service Provider is not permitted to provide any portion or all of the Airtime Services. 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 arising from or related to the termination of this Agreement in accordance with this Section.

15. Indemnity/Liability. You shall defend, indemnify, and hold harmless RIM, RIM's suppliers, successors, affiliates, agents and assigns (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, system or service in connection with the BlackBerry Solution or any portion thereof, (ii) for damages arising from Your breach of Sections 5, 6, 7, 9, 10 or 12 herein, (iii) for libel, slander, defamation or infringement of copyright or other intellectual property or proprietary right with respect to material transmitted by You using the BlackBerry Handheld Product, (iv) for any injury, death or property damage arising in connection with the presence, use or non-use of any portion of the BlackBerry Solution or RIM Service(s) (other than such damage to person or property (excluding data) that directly arises from the use of the BlackBerry Handheld Product and/or Software strictly in accordance with the "Installation and Getting Started Guide" or "Getting Started Guide" provided by RIM with the Products which specifically pertains to such Products) or (v) for claims made by third persons against RIM arising from or related to Your use of the Software or the BlackBerry Solution or any portion thereof (other than such claims that arise solely from the use of the BlackBerry Handheld Product and/or Software strictly in accordance with the "Installation and Getting Started Guide" or "Getting Started Guide" provided by RIM with the Products which specifically pertains to such 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 14, 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 (including, but not limited to, telephone, freight, express and postal charges, expenses of paid investigators and reasonable compensation for time of RIM's representatives).
16. Limited Warranty.
 - (a) Service(s). EACH OF THE RIM SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND BY RIM. RIM DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF ANY SERVICE, OR THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING BY STATUTE OR CUSTOM AND/OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. RIM SHALL HAVE NO LIABILITY TO YOU OF ANY KIND WITH RESPECT TO ANY SERVICE PROVIDED BY ANY THIRD PARTY THROUGH RIM OR IN CONJUNCTION WITH RIM'S SERVICES. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY SERVICE SHALL BE SOLELY AGAINST SUCH THIRD PARTY.

- (b) Product(s). The limited warranty ("Limited Warranty"), if any, for the Product(s) is set forth in the applicable RIM user guide. The Limited Warranty is the exclusive warranty for any Product sold under the terms of this Agreement and sets out Your sole remedies in respect of the Products and any breach of the Limited Warranty. The terms of Section 22 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) Software. In the event that during the ninety (90) day period following delivery of the Product to You (the "Warranty Period"), the Software as shipped by RIM is not capable of performing the functions described in the Specifications (which can be viewed at <http://www.blackberry.com/legal/index.shtml> and is attached as Schedule A), when used as specified by RIM in the Installation and Getting Started Guide or Getting Started Guide applicable to the specific type and version of the Software, RIM will, at its sole option and discretion either make efforts to correct or provide You with a workaround for such problem (which may be provided in a form at RIM's reasonable discretion, including in the course of telephonic customer support provided to You, in a generally available software fix release, or made available to You at our web site) 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 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 3, 5, 6, 7, 10 and 12 of this Agreement or in a manner inconsistent with the instructions, including the safety instructions, specified by RIM in the Installation and Getting Started Guide or Getting Started Guide applicable to the specific type and version of the Software; or (ii) a malfunction or other problem related to any hardware, network, software or communication system other than the BlackBerry Solution or BlackBerry Enterprise Server Software; 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. The Software may include Sun Microsystems, Inc. ("Sun") Java code. Any such code is provided to You "AS IS" and at no charge with no representations, warranties or conditions either express or implied, including without limitation any warranties or conditions of merchantability, quality, performance, fitness for a particular purpose, durability, title or non-infringement. In no event shall either RIM or Sun be liable to You for any damages whatsoever, including without limitation any direct, indirect, consequential, punitive, exemplary damages, arising out of in relation to the provision of the Sun Java code as part of the Software, its performance or lack of performance, even if RIM or Sun has been advised of the possibility of such damages. You acknowledge that this limitation and exclusion is reasonable given that this code is provided at no charge. This paragraph sets out Your sole remedies in respect of the Software and any breach of the warranty set out herein.
- (d) RIM DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE BLACKBERRY SOLUTION OR THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING BY STATUTE OR CUSTOM OR FROM A COURSE OF DEALING OR USAGE OF TRADE RELATED TO THE SERVICES AND/OR THE BLACKBERRY SOLUTION OR ANY PORTION THEREOF ARE HEREBY EXCLUDED.
- (e) 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 or country. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions.

- (f) 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 90 days from the date You first installed any portion of the BlackBerry Solution on any computer.

17. Limitation of Liability.

- (a) 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 (meaning any loss or damage You incur that results directly from Your use of the BlackBerry Solution), if any, and without expanding on the specific remedies set out in Section 16 above (i) in no event shall the aggregate liability of RIM exceed the amount paid by You for the BlackBerry Product(s), and/or for that portion of the Software (as the case may be) 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) 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.
- (c) EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RIM BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL 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 SOFTWARE, 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 SOFTWARE OR ANY THIRD PARTY SOFTWARE, EVEN IF RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) 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. RIM SHALL BE LIABLE TO YOU AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE TO YOU.
- (e) NOTHING IN THIS AGREEMENT EXCLUDES RIM'S LIABILITY RESULTING FROM DEATH OR PERSONAL INJURY CAUSED BY RIM'S NEGLIGENCE 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.
- (f) SUBJECT TO LOCAL LAW, RIM DISCLAIMS AND EXCLUDES ALL OBLIGATIONS DUTIES OR LIABILITY RESULTING FROM RIM'S NEGLIGENCE.
- (g) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY 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.
- (h) You agree and acknowledge that RIM's exclusions and limitations of liability are reasonable in the circumstances and that the price of the BlackBerry Solution and Software under this Agreement would be increased if such exclusions and limitations were not enforceable.

18. Consent to Collection of Information. By submitting personal information to RIM pursuant to this Agreement, including without limitation Your name, address and telephone number, You consent to the collection, processing, transmission and

disclosure of such information by RIM for the purposes of RIM's internal use and specifically the purposes for which such information has been requested, such as billing requirements. Any information that You provide to RIM may be used or disclosed by RIM only in accordance with RIM's privacy policy, which may be viewed at <http://www.blackberry.com/legal/index.shtml>. RIM reserves the right to modify its privacy policy from time to time in its discretion. If information is disclosed to the Airtime Service Provider to facilitate the provision of the BlackBerry Solution, Product(s) or Service(s) to You, the Airtime Service Provider's privacy policy will be applicable.

19. 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.
20. 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, 295 Phillip Street, Waterloo, Ontario, Canada, N2L 3W8, with a copy (which shall not constitute notice) to RIM's General Counsel at the same address. In addition to the foregoing, RIM may, at its option, give You any notice under this Agreement by email. Notice to You by email shall be deemed to have been duly given when transmitted to an email address furnished by You to RIM.
21. 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.
22. General.
 - (a) No Third Party Beneficiaries. Except as otherwise specifically stated in this Agreement: (a) the provisions herein are for the benefit of the Parties and not for any other person or entity, and (b) the provisions conferring rights on third parties under the *Singapore Contracts (Rights of Third Parties) Act* (Cap 53B) are hereby expressly excluded.
 - (b) Waivers of Default. Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.
 - (c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance, cancellation or termination of this Agreement.
 - (d) Governing Law. This Agreement is to be construed under the laws of the State of New York, excluding any body of law governing conflicts of law, unless otherwise specifically stated. 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 to submit to the jurisdiction of the courts located in the State of New York, for any claims arising from or related to this Agreement. 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.
 - (e) Dispute Resolution. 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 Singapore in accordance with the Arbitration Rules of the Singapore Arbitration

Center for the time being in force which rules are deemed to be incorporated by reference into this clause. The law of arbitration shall be the *Singapore International Arbitration Act* (Cap. 143A). Each of the Parties shall appoint one arbitrator, and the two arbitrators shall jointly appoint a third 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 three arbitrators may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings in a court of law for claims or disputes regarding: (i) amounts owed by You to RIM in connection with Your purchase of the BlackBerry Solution or any portion thereof or Service, if applicable; and (ii) Your violation or threatened violation of Sections 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial.

- (f) Severability. If a section, clause, provision, 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 section, clause, provision, sentence or part thereof and the rights and obligations of each Party shall be construed and enforced accordingly.
 - (g) Language. It is the express will of the Parties that this Agreement and all related documents be drawn up in English.
 - (h) 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.
23. 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. 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 by either e-mail (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 more than sixty (60) days after notice of the change has been given, You shall be deemed to have accepted this change

Schedule A

The BlackBerry Enterprise Server Software, when installed and configured properly, in accordance with the instructions provided by RIM with the BlackBerry Enterprise Server Software, will perform the functions of:

- connecting to the BlackBerry Network Infrastructure through the Internet in order to forward messages to, and deliver messages from, the BlackBerry handheld
- connecting to an enterprise e-mail server supported by RIM (currently the Microsoft® Exchange® server and the Lotus® Domino® server), which has been configured as specified by RIM in the instructions provided by RIM with the BlackBerry Enterprise Server Software, for the purposes of transmitting e-mail messages between the enterprise e-mail server and the BlackBerry handheld

The BlackBerry Desktop Software, when installed and configured properly, in accordance with the instructions provided by RIM with the BlackBerry Desktop Software, will perform the functions of:

- connecting the computer to the BlackBerry Handheld Product through the cradle or other connection mechanism provided by RIM with the BlackBerry Handheld Product in order to exchange information between the computer and the BlackBerry Handheld Product
- loading RIM authorized versions of BlackBerry Handheld Software on the BlackBerry Handheld Product
- providing backup and restore capability for certain handheld data, in accordance with the instructions provided by RIM with the BlackBerry Desktop Software
- connecting to an information management system supported by RIM (currently Microsoft® Outlook® or Lotus® Notes®) which has been configured as specified by RIM in the instructions provided by RIM with the BlackBerry Desktop Software, for the purposes of exchanging and processing certain personal information management (PIM) information such as calendars and contacts*

** Please note that the BlackBerry Desktop Software is bundled with Intellisync™ software from Puma Technology Inc., which performs certain synchronization functions. RIM has licensed this Intellisync™ software from Puma Technology Inc. and does not own any part of such software. RIM will therefore only be liable for the performance of such Intellisync™ software to the extent that Puma Technology Inc. is liable to RIM under RIM's license with Puma Technology, Inc. respecting such Intellisync™ software.*

The BlackBerry Handheld Software, when installed and configured properly, in accordance with the instructions provided by RIM with the BlackBerry Handheld Software, will perform the functions of:

- connecting to the wireless network of a wireless carrier supporting the RIM BlackBerry Solution, in order to send and receive data through the wireless network
- allowing the composition and viewing of e-mail messages, appointments, contacts, tasks, and memos, as described in the RIM Installation and Getting Started Guide applicable to such version of the BlackBerry Handheld Software

NOTE: These software specifications refer only to software provided and developed by RIM. RIM will not be responsible for the failure of the software to perform in accordance with these specifications to the extent that such failure to perform is due to the failure of a third party function, such as the Internet availability required for the connection between the BlackBerry Enterprise Server Software and the BlackBerry Network Infrastructure, or the wireless network availability required for the BlackBerry Handheld Software to be able to send and receive e-mail. In no event shall RIM be liable for the failure of the software to perform in accordance with these specifications if such failure arises due to the combination of the software with third party software.