



1. Acceptance of Terms

This BlackBerry Internet Service End User Agreement (the "Agreement") is a legal agreement between you and Research In Motion Limited ("RIM") (together the "Parties" and individually a "Party"). BY CLICKING ON "YES" BELOW, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY AND COMPLY WITH ALL TERMS, CONDITIONS AND NOTICES CONTAINED IN OR REFERENCED BY THIS AGREEMENT, AND THAT YOU HAVE THE AUTHORITY TO DO SO. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON "NO" BELOW. If you do not agree to be bound by the terms of this Agreement (including those documents referenced herein), no agreement will exist between you and RIM and RIM shall have no obligation to supply the BlackBerry Internet Service or any related product or service (the "BIS") to you. If you have any questions or concerns about the terms of this Agreement, please contact us at www.blackberry.com/legal/index.shtml. Upon providing you with reasonable notice, including by posting a new version on the web pages associated with the BIS, RIM reserves the right to make changes to this Agreement. You further agree that your continued use of the BIS constitutes your acceptance of the terms of this Agreement, as revised.

2. Consent to Collection of Information and Privacy

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, use, retention and disclosure of such information by RIM for any purposes set out in RIM's Privacy Policy as modified from time to time in its sole and reasonable discretion. To view RIM's Privacy Policy, please visit the privacy policy site found at www.blackberry.com/legal/index.shtml. In addition, if you use the BIS to access and send e-mail from third party service providers such as America Online or Yahoo!, ("Third Party Services"), you authorize RIM to use and store your personal information relating to the Third Party Services for so long as RIM deems necessary, including user name, password and e-mails, for the limited purpose of providing e-mail from the third party service provider to you on the BIS.

3. Term and Other Agreements

This Agreement is made on receipt by RIM of your acceptance of these terms and shall begin upon delivery of the BIS to you, and shall end upon: (a) expiry or termination of your agreement(s) with RIM or the third party service provider(s) providing services to you supported by the BIS, as applicable, (b) expiry or termination of your BlackBerry End-User/Software License Agreement with RIM, or (c) upon termination of this Agreement in accordance with the provisions set out herein, whichever first occurs. RIM reserves the right to discontinue or modify the BIS at any time. AS A PRECONDITION FOR YOUR USE OF THE BIS, YOU MUST BE A PARTY IN GOOD STANDING TO A CURRENT, VALID BLACKBERRY END-USER/SOFTWARE LICENSE AGREEMENT WITH RIM, AND MUST ALSO BE A PARTY IN GOOD STANDING TO A CURRENT, VALID AGREEMENT WITH RIM OR A THIRD PARTY SERVICE PROVIDER REGARDING SERVICES SUPPORTED BY THE BIS, AS APPLICABLE.

You agree to be governed by any additional terms and conditions that may apply to you arising out your accessing, browsing and/or using of this BIS site, whether contained on this BIS site or in a separate agreement with RIM. In the event of any conflict between this Agreement and such additional terms and conditions, this Agreement shall govern to the extent of the conflict. Additionally, you agree to comply with the terms and conditions of the BlackBerry End-User/Software License Agreement between you and RIM relating to your use of the RIM software on your wireless handheld and any other RIM software provided to you, as well as the terms and conditions of any other agreement between you and RIM, and between you and your airtime service provider, and nothing herein shall release you from any obligations contained in such agreements.

4. Third Party Services, Information and Links

The BIS may access Third Party Services, and the BlackBerry Internet Service Site may also contain links to third party Web sites ("Linked Sites"), and may incorporate information obtained from third parties ("Third Party Information"). Additionally, the BIS may include RIM's Internet Browsing Service ("IBS"), which allows you to browse Web content from your wireless handheld, and may provide access to Third Party Services, Linked Sites, Third Party Information and other unrelated Web sites ("Other Sites"). Nothing herein authorizes the use of or access to Third Party Services, Linked Sites, Third Party Information or Other Sites and RIM does not in any way warrant that the BIS will allow access to such Third Party Services, Linked Sites, Third Party Information and Other Sites. THE THIRD PARTY SERVICES, LINKED SITES, OTHER SITES AND THIRD PARTY INFORMATION ARE NOT UNDER THE CONTROL OF RIM, AND RIM IS NOT RESPONSIBLE FOR the contents, usage or performance of any Third Party Services, Linked Site, Other Site or Third Party Information, including without limitation the accuracy, copyright compliance, legality, decency, links or any other aspect of the Third Party Services, Linked Site, Other Site or Third Party Information. RIM is not responsible for any form of transmission received from or through any Third Party Service, Linked Site or Other Site nor is RIM responsible if the Third Party Service, Linked Site or Other Site is not working appropriately or as expected by you. RIM provides such links and information to you only as a convenience, and the inclusion of any link or Third Party Information does not imply endorsement by RIM of the site or any association with its operators. You are responsible for viewing and abiding by the

privacy statements and terms of use posted at the Linked Sites and Other Sites, and for complying with any agreements with third parties that you may have in relation to the Third Party Services.

All Third Party Services offered for use with the BIS are provided to you through your third party service provider(s) and shall be subject to your agreement with such third party service provider(s). 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 SERVICES, LINKED SITES, OTHER SITES OR THIRD PARTY INFORMATION, INCLUDING WITHOUT LIMITATION, THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY SERVICES OR THE CONTINUED INTEROPERABILITY OF THE THIRD PARTY SERVICES WITH THE BIS.

Any dealings with third parties conducted through the BIS, the Third Party Services, Linked Sites or Other Sites, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. RIM shall not be responsible or liable for any part of any such dealings.

5. Your Use Obligations

In consideration of your use of the BIS, you agree to: (a) provide true, accurate, current and complete information about yourself where required by RIM, including without limitation, your account and billing information (such information being the "Personal Data") and (b) maintain and promptly update the Personal Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RIM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RIM has the right to suspend or terminate the BIS and refuse any and all current or future use of RIM services (or any portion thereof). You acknowledge that RIM's ability to provide the BIS depends upon your provision of the Personal Data to RIM, and that your failure to provide true, accurate, current and complete Personal Data to RIM may result in delays or non-performance of the BIS for which RIM is not responsible.

You are responsible for all activities undertaken by you using the BIS, including, without limitation, use of email. All such activities are at your own risk. You shall not use, nor permit others to use, the BIS or any RIM services provided to you in a manner or for a purpose contrary to this Agreement. In the event that you access other networks or computing resources, you agree to abide by their respective usage policies. You are responsible for all activities that occur under your password or account, and will keep your password(s) confidential. You will immediately notify us of any unauthorized use of your password or account or any other breach of security. You will not disrupt the functioning of the site, solicit another user's password, or otherwise act in a way that interferes with other users' use of the site. You shall not in any way distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information.

The BIS is not intended for use by children. In the event that you, as a legal guardian, wish to allow your child to use the BIS, you acknowledge that your child will have permission to access the BIS, including without limitation email and Web browsing capabilities through IBS, if applicable. You further acknowledge that, as the legal guardian, it is your responsibility to determine whether use of the BIS and/or content transmitted through the BIS is appropriate for your child.

You are 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 BIS). You are responsible for ensuring that the email system and computer with which you choose to operate the BIS 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.

You agree that if you transfer your interest in the BIS without such transferee having first obtained RIM's written permission for such transfer and without such transferee agreeing to assume all of your obligations under this Agreement (as may be amended from time to time), you remain liable under this Agreement.

6. Prohibited Uses

You agree that you will not use the BIS in any manner which could damage, disable, overburden, or impair this site and/or any RIM services (or the network(s) connected to such site or services) or interfere with any other party's use and enjoyment of the BIS and/or other RIM services. You will not attempt to gain unauthorized access to the BIS and/or any RIM service, other accounts, computer systems or networks connected to or accessed through the BIS, through hacking, password mining or any other means. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available to you through the BIS.

The BIS includes e-mail services and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload, post, email, transmit or otherwise make available any material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as software protected by intellectual property laws, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including without limitation, Trojan horses, worms, time bombs, cancelbots or corrupted files.
- Post, publish, modify, transmit, reproduce, or distribute in any way, information, software or other materials or tools designed for compromising the security of the Communication Services, our network or telecommunication services.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless the rules and policies of such Communication Service specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any email headers, author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of email, software or other material in order to disguise the origin of such email, software or material.
- Restrict or inhibit any other user from using and enjoying the Communication Services, or create an unusually large burden on the Communication Services, such as by generating levels of traffic sufficient to impede others' ability to send or retrieve information.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without prior written authorization from such owners of such information.
- Resell any of the Communication Services or use the Communication Services other than for your own personal purposes. Without limiting the foregoing, you agree that you will not use the Communication Services to provide Internet access or any other feature of the Communication Services to any third party.
- Violate any applicable laws or regulations.
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, or create a false identity to mislead others.
- Commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts.

RIM has no obligation to monitor the Communication Services. However, RIM reserves the right to review materials posted to or sent through a Communication Service and to remove any materials in its sole discretion. RIM further reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

RIM reserves the right at all times to disclose any information as RIM deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. RIM does not control or endorse the content, messages or information found in any Communication Service and, therefore, RIM specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials posted to or sent through a Communication Service may be subject to limitations on size, usage, reproduction, dissemination or other requirements by RIM or by third parties, including without limitation the third party service provider providing you with Third Party Services. You acknowledge that such limitations may apply to your use of the BIS and/or the Third Party Services, and you are responsible for adhering to such limitations if you post or send such materials.

7. International Use

As the BIS may be accessed globally, if you choose to access this site from locations other than the United States, Canada or the United Kingdom, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to Canada or the country in which you reside. Notwithstanding the foregoing, RIM makes no representation that the BIS is appropriate or available for use in locations outside the United States, Canada or the United Kingdom, as applicable, and accessing them from territories where their contents are illegal is prohibited.

8. Use of Email Services

You agree that RIM may establish limits concerning use of any services (including Communication Services and email services) offered on this BIS site, including without limitation, the maximum number of days that e-mail messages will be retained by the BIS, the maximum number of e-mail messages that may be sent from or received by an account on the BIS, the maximum size of

an e-mail message that may be sent from or received by an account on the BIS, the maximum disk space that will be allotted on RIM's servers on your behalf, and the maximum number of times and duration you may access the BIS in a given period of time.

You agree that RIM has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by the BIS. You acknowledge that RIM reserves the right to delete without notice to you, accounts that are inactive for an extended period of time.

RIM MAKES NO WARRANTY THAT ANY SERVICE WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

In addition to the terms and conditions set out herein, you agree that you: (a) will not continue to send commercial email to a recipient if recipient has requested that you discontinue such communication; (b) will not forward or propagate chain letters of any type (including charity requests or petitions for signatures), whether or not the recipient wishes to receive such mailings; (c) will not intentionally flood a user, server, account or site with large or numerous email messages; and (d) will not forge header information.

RIM prohibits the use of accounts or network connections to collect replies of messages sent from any another provider that violates these terms and conditions of use or those of the originating provider.

9. Disclaimer of Warranties

- (A) THE BIS IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" AND AT YOUR SOLE RISK, WITHOUT WARRANTY OF ANY KIND BY RIM. RIM DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE BIS, OR THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. EXCEPT AS EXPRESSLY PROVIDED HEREIN ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, 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, PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE, PERFORMANCE OF SERVICES AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED.
- (B) 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, INCLUDING WITHOUT LIMITATION THE THIRD PARTY SERVICES. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY SERVICE SHALL BE SOLELY AGAINST SUCH THIRD PARTY SUBJECT TO THEIR TERMS AND CONDITIONS.

10. Limitation of Liability

- (A) YOU SPECIFICALLY AGREE THAT RIM SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE BIS. YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS.
- (B) YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING THE COMMUNICATION SERVICES AND/OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION VIRUSES.
- (C) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (i) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OF CONDITION, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT THIS AGREEMENT; AND (ii) TO RIM AND ITS AFFILIATED COMPANIES, THEIR SUPPLIERS (INCLUDING ANY AIRTIME SERVICE PROVIDERS) AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND INDEPENDENT CONTRACTORS (COLLECTIVELY, THE "RIM PARTIES" AND INDIVIDUALLY, A "RIM PARTY").
- (D) The only type of damages that you may recover against any RIM Party in relation to the provision, use, performance or non-performance of the BIS or any portion thereof, regardless of the form of action, whether in contract, tort, strict liability or otherwise, shall be your direct damages (meaning any loss or damage you incur that results directly from your use of the BIS), if any, and the aggregate liability of the RIM Parties shall not in any event exceed the amount paid by you or on your behalf to RIM for the BIS for the period such failure, delay or nonperformance occurs.
- (E) YOU AGREE THAT IN NO EVENT SHALL THE RIM PARTIES BE LIABLE TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR, AND YOU HEREBY WAIVE YOUR RIGHT TO CLAIM, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, BUSINESS OR REVENUES, LOSS OF THE USE OF THE BIS, OR ANY ASSOCIATED PRODUCTS OR SERVICES, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, DOWNTIME COSTS OR THE CLAIMS OF ANY THIRD PARTIES FOR SUCH DAMAGES) DIRECTLY OR INDIRECTLY

RELATING TO OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. THE FOREGOING DISCLAIMER SHALL APPLY IN CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO USE THE BIS OR ANY PART THEREOF EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER COMMUNICATIONS BY RIM OR THROUGH RIM BY A THIRD PARTY SERVICE PROVIDER AND TO UNAUTHORISED ACCESS TO YOUR DATA TRANSMITTED VIA COMMUNICATION LINKS PROVIDED BY SUCH THIRD PARTY SERVICE PROVIDER AS PART OF THE SERVICE(S).

- (F) SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- (G) 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 BIS.
- (H) NOTHING IN THIS AGREEMENT EXCLUDES RIM'S LIABILITY RESULTING FROM DEATH OR PERSONAL INJURY PROVIDED ALWAYS THAT ANY DAMAGES PAYABLE BY RIM DUE TO A FINDING THAT RIM IS LIABLE FOR DEATH OR PERSONAL INJURY SHALL BE REDUCED BY THE EXTENT OF YOUR CONTRIBUTION.
- (I) SUBJECT TO LOCAL LAW, RIM DISCLAIMS AND EXCLUDES ALL OBLIGATIONS, DUTIES OR LIABILITY RESULTING FROM RIM'S NEGLIGENCE.
- (J) YOU ACKNOWLEDGE AND AGREE THAT RIM'S EXCLUSIONS AND LIMITATIONS OF LIABILITY ARE REASONABLE IN THE CIRCUMSTANCES AND THAT THE PRICE OF THE BIS WOULD BE INCREASED IF SUCH EXCLUSIONS AND LIMITATIONS WERE NOT ENFORCEABLE.

11. Indemnification

You shall defend, indemnify, and hold harmless RIM from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by RIM in connection with all claims, suits, judgements and causes of action: (i) for infringement of patents or other proprietary rights arising from your combining with or using any device, system or service in connection with the BIS or any portion thereof, (ii) for damages arising from your breach of any provision of this Agreement, (iii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by you using the BIS or (iv) for any injury, death or property damage arising from your acts in connection with the presence, use or non-use of any portion of the BIS (other than such damage to person or property (excluding data) that directly arises from the use of the BIS strictly in accordance with the terms of this Agreement and the RIM instructions for use of the BIS). 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 13, 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).

The foregoing indemnity shall apply to RIM and its affiliated companies, their suppliers (including any airtime service provider) and their respective directors, officers, employees and independent contractors.

12. Intellectual Property Rights

Neither you nor anyone acting on your behalf, including your employees, acquire any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or trade-secrets, relating to the contents of this site, including without limitation, software and information, except as otherwise expressly specified in an appropriate license or other mutually agreed upon, written agreement that you may have with RIM. Any grants not expressly granted herein are reserved. Use of the BIS is only licensed to you as expressly set out herein, and the site allowing you access to the BIS is protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. You may not print, copy, reproduce, distribute, modify or in any other manner duplicate any software or other materials provided to you in conjunction with the BIS, in whole or in part. For the purposes of this provision "copy or reproduce" shall not include copying that naturally results from the operation of such software or in the course of making backups of the computer or system on which such software is installed, in accordance with industry standard business practices. You do not have the right to obtain or use any source code for any software provided to you in conjunction with the BIS, and except to the extent that RIM is expressly precluded by law from prohibiting these activities, you may not reverse engineer or disassemble any products or accessories provided to you in conjunction with the BIS, or translate, reverse engineer, decompile or disassemble, or otherwise attempt to derive the source code of any software provided to you in conjunction with the BIS.

13. Violation of this Agreement and Termination

If the BIS is used in a way in which RIM, in its sole discretion, deems to violate this Agreement, RIM or its agent may take any responsible actions they deem appropriate. Such action may include, but is not limited to, temporary or permanent removal of content, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Communication

Services (including email services). RIM shall not be liable in any way for any such responsive actions. The above-described actions are not RIM's exclusive remedies and RIM may take any other legal, equitable or technical action it deems appropriate.

RIM reserves the right to investigate suspected violations of this Agreement. You hereby authorize RIM to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, (2) third parties in investigating acts in violation of this Agreement and (3) system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. Such cooperation may include RIM providing the username, IP address, or other identifying information about you. Upon termination of any account you may have with RIM, you authorize RIM to delete any files, programs, data and email messages associated with such account.

If you are in default of any obligation under this Agreement RIM may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement by providing written notice of termination. "Events of Default" shall include, without limitation, failure to comply with or perform a term or condition contained herein, including without limitation the obligations contained in section 6. If RIM is prevented from providing any portion or all of any of the BIS 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 any provider of Third Party Services is not permitted to provide any portion or all of the Third Party Services, RIM may immediately cease providing the BIS without any liability whatsoever to you. 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. In addition, you understand, acknowledge and agree that RIM may terminate this Agreement without notice if you are in default of any obligation under this Agreement and/or if (1) you or any user of the BIS provided to you (or any component thereof) interfere with RIM's customer service or business operations; (2) you use the BIS in a way that has a detrimental effect upon RIM, its customers or its product(s) and service(s); (3) you use any portion of the BIS, in any manner inconsistent with the instructions found in the applicable user documentation or to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious act; (4) you materially contravene any other 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 with respect to RIM's products or software or otherwise, (5) you violate any code of conduct or other guidelines by which you may be governed in conjunction with your use of the BIS, or (6) you sell or transfer, or attempt to sell or transfer the BIS or any part thereof without the prior written permission of RIM, or use or allow the use of the BIS other than for your own internal or personal purposes; or (7) you fail to make payments to your airtime service provider in relation to the BIS or for any other services provided to you from RIM or such airtime service provider.

14. Notice

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, certified 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.

15. 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, including without limitation the provisions of sections 9, 10, 11, 12, 15, 17 and 18 of this Agreement, shall so survive the completion of performance, cancellation or termination of this Agreement.

16. 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. 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.

17. Governing Law

This Agreement is to be construed under the laws of the Province of Ontario, except for any body of law governing conflicts of law. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and, subject to the dispute procedures set out in this section, consents to the jurisdiction of the courts located in the Province of Ontario. The Parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement.

18. 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 section. 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. Judgment upon the award rendered by the three arbitrators may be entered in any Court having jurisdiction thereof. 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. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings in any court of competent jurisdiction for claims or disputes regarding: (i) amounts owed by you in connection with your purchase of the BIS; and (ii) your violation or threatened violation of sections 3, 5, 6, 7, 8, 12 or 13 of this Agreement.

19. General Provisions

- (A) Except as otherwise specifically stated in this Agreement, the provisions herein are for the benefit of the Parties and not for any other person or entity. No joint venture, partnership, employment, or agency relationship exists between you and RIM as a result of this Agreement. 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.
- (B) RIM's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of RIM's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BIS.
- (C) 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). 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.
- (D) If any section, clause, provision, sentence or part thereof of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable section, clause, provision, sentence or part thereof will be deemed superseded by a valid, enforceable section, clause, provision, sentence or part thereof that most closely matches the intent of the original section, clause, provision, sentence or part thereof and the remainder of the Agreement shall continue in effect.
- (E) Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and RIM with respect to the BIS and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and RIM with respect to the BIS.
- (F) A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express will of the parties that this Agreement and all related documents have been drawn up in English.