QNX DEVELOPMENT LICENSE AGREEMENT
(Commercial License)

This QNX Development License Agreement (the "**Agreement**") is a legal agreement between the entity or individual identified in the Order ("**Customer**") and BlackBerry Limited or its affiliate as set forth in subsection 14.5 below ("**BlackBerry**") regarding certain Software (as defined below) and related Maintenance and Support (as defined below). Together, Customer and BlackBerry are the "**Parties**" and, individually, a "**Party**".

BY CLICKING ON THE APPROPRIATE BUTTON, ACCEPTING AN ORDER REFERENCING THESE TERMS OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS, OR BY INSTALLING, ACCESSING OR USING THE SOFTWARE OR MAINTENANCE AND SUPPORT SERVICES, YOU ARE AGREEING TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF THE CUSTOMER YOU REPRESENT HAS NOT OR DOES NOT AGREE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT COPY, INSTALL, ACCESS OR USE THE SOFTWARE OR MAINTENANCE OR SUPPORT SERVICES.

1.   **OVERVIEW.**

The development license(s) granted under this Agreement do not include any rights of commercialization of the Customer Applications and/or Target Systems developed using the Software (nothing beyond demonstration of and distribution of evaluation and test copies of Customer Application(s) and/or Target System(s) to potential customers is permitted). Runtime Subsystem licenses for any such commercialization of Customer Applications and/or Target Systems must be obtained separately from BlackBerry. For example, if Customer's License Certificate indicates that Customer has obtained a "**Commercial License Class**" development license, then the terms of this Agreement apply and Customer may <u>only</u> use the Software for commercial *Development Purpose(s)* (defined below) and for no other purpose.

BlackBerry licenses a portfolio of software products (collectively known as the "**QNX Product Portfolio**") which can be used to build and maintain QNX Neutrino RTOS-based embedded applications and/or products.

All customers utilizing licenses to Software products in the QNX Product Portfolio must initially obtain a development license to use the software development platform components (all the components collectively referred to as "**Software Development Platform" or "SDP").** The Software Development Platform as defined herein includes (a) a general-purpose real-time operating system known as the QNX Neutrino® RTOS, which includes the Runtime Subsystems, and (b) the QNX® Momentics® Tool Suite, which includes the integrated development environment (hereinafter the "**Integrated Development Environment (IDE)")** and other developer tools, including certain compiling, file editing, source modeling, debugging, profiling, and other developer tools.

In addition to the Software Development Platform, customers may optionally license other add-on software products included as part of the QNX Product Portfolio (collectively "**Specialized Software**"). Please see the Product Portfolio Guide made available by BlackBerry for specific list of all software products included in the QNX Product Portfolio, descriptions of such Software and the relevant license offerings.

In connection with licensing any Software included in the QNX Product Portfolio, BlackBerry will provide Customer and its Developers access to a developer web portal, currently available at "myQNX.com" ("**Developer Web Portal**"), which, among other things, provides access to a QNX developer community, content and information regarding the Software, a software delivery and management tool ("**Software Center**"), and license manager tools ("**License Manager Tool(s)**"), each which may only be accessed and used strictly in support of licenses granted to Customer herein and for no other purpose.

2.   **CERTAIN DEFINITIONS.**

"**Affiliate**" means, with respect to either Party, any other entity controlling, controlled by, or under common control with such Party.

"**Authorized Cloud Service Provider"** means any third party authorized by BlackBerry to provide Customer a Cloud Computing Environment. A current list of such Authorized Cloud Service Provider(s) may be found here.

"**Authorized Reseller**" means any authorized reseller of BlackBerry who validly sells Customer a license to the Software subject to the terms and conditions of this Agreement.

"**Build**" means the act of compiling, linking, and using Software (including Runtime Subsystems) to build a single Customer Application and/or Target System image on a Build Server. Any change in the Customers Applications or Runtime Subsystems, scripts or any other components used as part of a Build, shall be deemed a different and unique Build.

"**Build Server**" means a Customer and/or Customer Affiliate operated and controlled computer instantiation, whether physical or virtual, containing a specific installation of the Software or parts thereof (including Runtime Subsystems) for the purposes of generating Build(s) of Target System image(s).

"**Build Server License"** means a development license to the Software that may be consumed by Customer in or on a Build Server, the specific use rights and restrictions are identified herein and depend on the licensing model under which Customer is licensed.

"Cloud Computing Environment" means an on-demand network access to a shared pool of computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

"**Cloud Target System Image**" means BlackBerry provided Software that is designated to run a Target System in a Cloud Computing Environment.

"Customer Application(s)" means any application or module developed by Customer's Developers using Software into which Runtime Subsystems' headers and/or libraries may be wholly or partially integrated.

"**Derivative Cloud Target System Image**" means a copy of a Cloud Target System Image that remains linked to the parent Cloud Target System Image allowing traceability and source control. The parent Cloud Target System Image may only be supplied by BlackBerry.

"**Developer**" or "**Customer Developer**" means any employee, contractor, or agent of Customer (or any Customer Affiliates) to whom Software (or any component thereof) is made available for access or use.

"**Named-User Developer**" means a Developer that is named and identified (via email address) and consuming a Named-User Developer License.

"**Licensed Developer**" means a Developer that has a valid license to use Software Development Platform (SDP), either as a Named-User Developer or a Developer that is consuming a Floating License.

"Developer License" means a development license to the Software that may be consumed by Developers; the specific Developer use rights and restrictions are identified herein and depend on the licensing model under which Customer is licensed.

"**Developer System(s)**" means the desktop, laptop or virtual development environment accessed and/or used by a Licensed Developer. For clarity, use of the Software in a Cloud Computing Environment is subject to certain additional restrictions specified in Exhibit "A".

"**Development Purpose(s)**" means the use of the Software to develop, evaluate, test, debug, profile, maintain, support, demonstrate and promote Customer Applications and/or Target Systems, solely for internal development projects which are on behalf of and for the benefit of Customer and/or Customer Affiliates. For clarity, Development Purposes, as defined herein, includes uses of Software for the following purposes: (i) to determine the suitability of Runtime Subsystems for use in Customer Applications and/or Target Systems; (ii) to conduct exploratory development or proof-of-concept prototyping of Customer Applications and/or Target Systems; (iii) to extend hardware or peripheral support for Runtime Subsystems; (iv) to develop new Customer Applications and/or Target Systems for or porting existing applications to the QNX Neutrino RTOS using QNX tools; (v) to collaborate with other authorized and licensed QNX Product Portfolio developers to facilitate teamwork, integration, and/or interoperability between Customer Applications and/or Target Systems with third party partner development projects (including sharing Customer Applications and/or Target System images for this purpose); and (vi) to demonstrate and promote Customer Applications and/or Target Systems to third parties, for evaluation, proof of concept, or any other purpose. Development Purposes as defined herein does not include, and expressly excludes, the right to commercialize the Customer Applications and Target Systems beyond any demonstration and distribution of evaluation and test copies of the same to potential customers as otherwise expressly permitted herein. Runtime Subsystem licenses for any access, use or distribution of Customer Applications and/or Target Systems by or to any third party end user or potential customer of Customer must be obtained separately.

"**Documentation**" means the standard applicable user documentation supplied by BlackBerry to Customer and its Developers, including any relevant user manuals, operating instructions, installation guides, help files, in printed or electronic form intended for use with the Software.

"Floating License" means a multi-purpose development license allowing use of the Software (i) by Licensed Developers <u>and</u> (ii) in or on Build Servers. The Floating License can "float" between Licensed Developers (a Floating Developer License) and a Build Server (a Floating Build Server License), provided each Floating License is tied to either a single Licensed Developer or a single Build on a Build Server at any given time.

"**Intellectual Property Rights***"* means the collective, worldwide intellectual property and proprietary rights of a party now held or hereafter filed, issued, created, or acquired under statutory or common law in any jurisdiction, including under patent, copyright, trademark, and trade secret law, or acquired by contract, and any and all other proprietary rights whether or not protectable by statutory or common law.

"**High Risk Application**" means any product, device, component, or system which if it fails or is interrupted, may result in loss of life, or other serious or catastrophic personal injury and/or substantial financial or commercial or societal loss.

"**License Certificate**" means a QNX license certificate issued by BlackBerry to Customer (either directly or indirectly through an Authorized Reseller) after a purchase of a license, which identifies the Software licensed, Customer's license type (i.e. the relevant license "class" and licensing "model"), the relevant License Term, the License Keys for the Software, and other information needed to access and deploy the Software licensed.

"**License Key**" means a unique set of numbers, characters and/or symbols issued by BlackBerry in or on the License Certificate to unlock licensed components of the QNX Product Portfolio during installation. Each License Key is specific to the specific license class and licensing

model under which the Software is licensed and may only be used in connection with the specific license identified in the relevant License Certificate.

"**License Term**" means the license term identified in the relevant Order provided that, with respect to a Project License, no License Term shall be specified and the license term shall continue for the duration of the specific Project. For clarity, Software may either be licensed for a perpetual term, for a specific subscription term (as noted on the relevant Order/License Certificate) or for the duration of the relevant Project for any Project License as applicable.

"**License Parameter(s)**" means any factor that serves as a basis for calculating the amount of fees payable for the license to the Software as identified in the Order, including, where applicable, the total number of Named-User Developer Licenses, number of Floating Licenses, number of concurrent Builds, number of Developer Systems onto which Software may be downloaded per Named-User Developer, or any other parameter that serves as the basis for calculating license fees.

"**Order**" means an ordering document (e.g. quote or invoice or other BlackBerry ordering confirmation communication) agreed to between Customer and BlackBerry (or between Customer and an Authorized Reseller, where purchase is made indirectly) that identifies commercial terms of the license, including the Software and/or Maintenance and Support licensed, the relevant License Parameters, the License Term, the support term (if support is separately purchased), and/or the relevant fees due for the same (each only as relevant). For the avoidance of doubt, "Order" shall include the initial Order and any subsequent Orders for Software or for Maintenance and Support. Multiple Orders may be applicable to this Agreement.

"**Open Source Software**" or "**OSS**" refers to any software that contains or is derived in any manner (in whole or in part) from any software that is distributed as open source code pursuant to an OSS License or similar distribution models, including, but not limited to, software subject to a license published by the Open Source Initiative (http://opensource.org/).

"**OSS License**" means a license requiring (as a condition of use, modification, or distribution) that the Software, or any portion thereof, or other materials combined or distributed with the Software, or any portion thereof, be: (i) disclosed or distributed in source code form, including hardware description language, software source code, or other similar form; (ii) licensed for the purpose of making derivative works; or (iii) licensed or redistributable at no charge. Notwithstanding the foregoing, OSS License includes any license identified as an open source license by the Open Source Initiative (http://opensource.org), Free Software Foundation (http://www.fsf.org) or other similar open source organization or listed by the Software Package Data Exchange (SPDX) Workgroup under the Linux Foundation (http://www.spdx.org).

"**Project**" means a specific Customer development project as defined by i) a specific set of features and functionality targeted for the Target System(s) developed, ii) a specific hardware configuration used as part of the Target System(s) included in the project, and iii) a specific Runtime Subsystem configuration used in connection with the Target System(s) included in the project. For clarity, if the Customer is working on a development project with a defined set of features and functionality but using different hardware configurations and/or different Runtime Subsystems as variations within the project, then, unless otherwise agreed by BlackBerry, a Project License must be obtained for each unique configuration of i) features and functionality, ii) hardware configurations and (iii) Runtime Subsystem configuration.

"**Project License**" means a development license to the Software which is limited to use of the Software for a specific defined Project**.**

"**Runtime Subsystem**" means a file or set of files, including headers and libraries, that are included in the Software and intended to be integrated into and operate as part of a Customer Application and/or Target System. The Runtime Subsystems included in Software are identified by BlackBerry (currently through the Software Center).

"**Software**" means the BlackBerry software identified in the relevant Order which Customer has obtained a license to, which definition shall include any and all computer code delivered by BlackBerry to Customer in whatever form, including, where applicable, the Software Development Platform (SDP) and any Specialized Software licensed hereunder, any Updates to the same delivered in connection with Maintenance and Support, evaluation copies of Software, Experimental Software, Custom Software, and any associated interfaces, Runtime Subsystems, License Keys, installation software (including the Software Center), software components of any License Manager Tool(s), content, and Documentation where included in or delivered in connection with the software licensed hereunder. Software specifically excludes Third-Party Commercial Software that may be delivered by BlackBerry.

"**Commercially Released Software**" means Software that is formally released by BlackBerry and/or generally available to BlackBerry customers and fully supported by BlackBerry under BlackBerry's Maintenance and Support offering. Commercially Released Software is generally identified in the Software Center by BlackBerry as "Generally Available," "GA," or "Stable" Software. For clarity, the definition of Commercially Released Software specifically excludes all Experimental Software and Custom Software.

"**Custom Software**" means any and all modifications, derivatives, customizations or extensions of or to Software delivered by the BlackBerry professional services team to Customer under a separate services agreement, e.g. for when Customer purchases add-on support offerings such as Custom Support, Priority Support or other paid support outside of BlackBerry's standard Maintenance and Support offering. Custom Software shall be deemed Experimental Software, unless it has been designated by BlackBerry as stable and labeled as "Official". For clarity, Custom Software is not supported under the standard Maintenance and Support offering. Customer may purchase add-on services under a separate agreement to obtain support for Custom Software.

"**Experimental Software**" means any software delivered by BlackBerry that is not Commercially Released Software. Experimental Software is generally identified in the Software Center by BlackBerry as "Experimental," "Alpha," "Beta," "Validated," "Draft,"

"Demo," or "Trial" Software and includes all custom code and/or modifications to Commercially Released Software that might be created by Customer, its Affiliates and their respective Developers, including Software delivered as part of Maintenance and Support or any professional support engagement (i.e. Custom Software) which is not designated as "Generally Available", "GA", "Stable", or "Official". For clarity, Experimental Software is not supported under the standard Maintenance and Support offering.

"Source Code" means the human readable form of computer software code delivered hereunder, which may include BlackBerry proprietary source files or Open Source Software delivered in source form, and any related source code comments, design documentation, and corresponding header files, build scripts and make files. Some Software files may be delivered in Source Code format.

"**Standards**" means any or all industry standard or recommendation, including de facto standards and recommendations, whether or not such standards or recommendations have been formally established or promulgated by any governmental or industrial standard setting forum or similar body.

"Target System" means any product, device, component, or system (containing software or software and hardware components) into which (i) Customer Application(s), (ii) Customer or third-party applications, software, and/or subsystems, and (iii) Runtime Subsystems and have been wholly or partially integrated.

"**Third-Party Commercial Software**" means third-party commercial software (other than OSS Software) which is distributed by BlackBerry on behalf of the third-party licensor and which is licensed on terms and conditions that differ from the terms and conditions set out in this Agreement, as identified at the time of delivery and/or as outlined in the Third-Party Licensing Considerations Supplement.

"**Third-Party Items**" means Customer or any third party: (i) software, including applications; (ii) content; (iii) services, including Cloud Computing Environments, internet connectivity, systems, airtime services, wireless networks and non-BlackBerry websites; and (iv) devices, servers, equipment and other hardware products.

"**Update(s)**" means any Software that provides error corrections, functional enhancements and/or performance improvements, which are issued in Medial (e.g. 7.x) or Minor (e.g. 7.x.x) Software updates, or in any intervening maintenance releases (including but not limited to service packs and patches) to Commercially Released Software. For clarity, Update(s) do not include any major Software releases which are identified with a change to the left of the decimal point (e.g. 7.x to 8). Until an Update becomes Commercially Released Software, it will be considered Experimental Software

3.   **ORDERING AND DELIVERY.** Licenses to Software may be purchased from BlackBerry directly or from an Authorized Reseller. In each case, upon BlackBerry's acceptance of the Order, BlackBerry (directly or indirectly through its Authorized Reseller) will deliver a License Certificate, identifying the license type (the license class and licensing model relevant to the license that Customer has obtained), the Software licensed, the relevant License Term, and the License Keys for the Software which may be used by Customer Developers to access the Software.

4.   **LICENSES; RESTRICTIONS.**

4.1   **LIMITED LICENSE FOR DEVELOPMENT PURPOSES; GENERAL RESTRICTIONS.**

4.1.1   **Limited Internal License for Development Purposes.** Subject to this Agreement and Customer's payment of all applicable fees, during the License Term, BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license to internally install, access, and/or use: 1) the Software Center (and any content BlackBerry makes accessible through the Software Center) strictly in support of the licenses granted to Customer herein and for no other purpose; and 2) the Software solely for Development Purposes and subject to the terms and conditions in this Agreement, including the specific rights, requirements, restrictions and limitations outlined in Exhibit A which apply to the particular licensing "model" relevant to the purchase (See **Exhibit A** for the rights, requirements, restrictions and limitations applicable to each relevant licensing model - e.g., Developer License, Build Server License, Floating License, Project License, Evaluation License, or Early Access License) and the License Parameters identified in the relevant Order. The License Certificate that Customer obtains will specify the licensing "model" relevant to the purchase of any development license. The underlying software delivered as part of the Software Center shall be deemed "Software" for purposes of the general restrictions outlined in section 4.1, warranty disclaimers, and liability limitations identified in this Agreement. All such Software is provided "as is" without any warranties, representations or conditions of any kind.

4.1.2   **General Restrictions and Requirements Applicable to All Software and All Licensing Models.** Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit Customer Developer(s) or any third party to): (a) use the Software in excess of or beyond the feature set(s), License Term, License Parameters, and/or other restrictions/limitations stated hereunder (or under the relevant Order); (b) download or use the Software on systems which are not owned or under the control of Customer (and/or its Affiliates or Licensed Developers); (c) use the Software in a Cloud Computing Environment; (d) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except and only to the extent any foregoing restriction is prohibited by applicable law; (e) modify any Software delivered in binary code; (f) use the Software in any way that is unlawful, malicious, or in violation in any applicable laws, ordinances, codes, regulations or third-party proprietary or property rights; (g) directly or indirectly export, import, use, transfer or re-export the Software, except in compliance with the applicable laws and regulations of the relevant government authorities; (h) distribute, sell, license or otherwise provide the Software to third parties; (i) use or permit the Software to be used to perform development or other services for third parties, whether on a service bureau, software as a service, time sharing basis or otherwise; (j) release, publish,

and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of BlackBerry; (k) disable or circumvent any access control or related device, process or procedure established with respect to the Software; (l) alter, cover or remove any proprietary or licensing notices or legends contained on or in the Software; (m) share License Certificates, License Keys or passwords to Developer Web Site with third parties; or (n) allow any competitor of BlackBerry to access or use or evaluate the Software, Software Center, or Developer Web Site for any reason, including in connection with developing competitive products. For the avoidance of doubt, all restrictions specified above with respect to Software apply to all components of the Software. Customer agrees that it is liable and responsible for any action or inaction of Customer Affiliate(s) and Customer Developer(s) which is in violation of the terms of this Agreement, and Customer agrees that any action or inaction by any Customer Affiliate(s) and Customer Developer(s) shall be deemed to be an action or inaction by Customer.

4.2 **ACCESS AND USE OF THE DEVELOPER WEB PORTAL, SOFTWARE CENTER AND LICENSE MANAGER TOOL(S)**.

4.2.1 **Developer Web Portal**. Customer and its Developers will be provided access to the Developer Web Portal. Customer understands and agrees to any access and use of Developer Web Portal, including the developer community, content and information regarding the Software shall be subject to, in addition to the terms of this Agreement, the Website Terms of Use. By assenting to the terms of this Agreement, Customer, on behalf of itself, its Affiliates and their respective Developers agrees to such terms.

4.2.2 **License Manager Tool(s).** BlackBerry will provide Customer and Customer Developers access to certain licensing management tools which will assist Customer in the management of its licenses. Using the License Manager Tool(s) Customer may view its licenses and support plans, deploy licenses to Developers and/or Build Servers, transfer licenses as permitted, add or remove Developers to a Project License or Floating License, and perform other license management tasks. Customer and Customer Developers are required to use the License Manager Tool(s) made available to them and may not disable or circumvent any access control, process or procedure established by the tool to help manage and monitor the license. The underlying software made available as part of any License Manager Tool shall be deemed "Software" for purposes of the general restrictions outlined in section 4.1, warranty disclaimers, and liability limitations identified in this Agreement. All such Software is provided "as is" without any warranties, representations or conditions of any kind.

5. **OPEN SOURCE SOFTWARE AND THIRD-PARTY SOFTWARE.**

5.1 **OPEN SOURCE SOFTWARE.** Software may contain certain Open Source Software. Open Source Software is identified in the Software Center in the "OSS Compliance Link" available in the Software Center for each individual Software File ("**OSS Compliance File**"), with references to the relevant OSS License (where reference to the OSS License is mandated by the OSS licensor). Notwithstanding anything else herein, Open Source Software delivered as part of Software may also be subject to the relevant third-party OSS License (including any proprietary notices, disclaimers, requirements and/or extended use rights outlined in such OSS License, to the extent applicable), and in the event of any conflict between the terms of this Agreement and the OSS License for the specific use case, then the OSS license shall prevail with respect to the specific third-party Open Source Software.

5.2 **THIRD-PARTY COMMERCIAL SOFTWARE.** Where Third-Party Commercial Software is made available by BlackBerry, such Third-Party Commercial Software may be identified in the Third-party Licensing Considerations Supplement (which may be accessed and viewed at http://www.qnx.com/qnx_sdp7.1_third_party_terms and is also available through the Software Center) or may be identified prior to or at the time of delivery of such software as third-party software. Before using any of the software (including any Updates) included in the QNX Product Portfolio, Customer should review the licensing considerations for Third-Party Commercial Software and any other information provided prior to or at the time of the delivery of such third-party software. Development and/or exploitation of Customer Applications and/or Target Systems developed using such Software may require additional third-party licenses which are not included as part of the licenses granted herein. Notwithstanding anything else herein, Customer understands and agrees that is the Customer's responsibility to monitor the Third-Party Licensing Considerations Supplement and any other information provided with the Third-Party Commercial Software, included with every Update of Commercially Released Software, for considerations that might be identified and to identify and secure any other third-party intellectual property rights needed to develop or commercially exploit the Customer Application and/or Target System(s), and for making all of the arrangements (e.g., obtaining licenses, paying copyright collectives' fees, limiting the device functionality in some markets, etc.) necessary to accomplish the same.

5.3 **OSS AND THIRD PARTY LICENSING CONSIDERATIONS.** Customer understands and agrees that BlackBerry shall not be responsible or liable for the Third-Party Commercial Software or Open Source Software, nor will BlackBerry warrant or support such software. Customer's access and use of the Third-Party Commercial Software or Open Source Software, and any liability, responsibility, warranties or support are expressly disclaimed by BlackBerry.

6. **MAINTENANCE AND SUPPORT.**

6.1 **OVERVIEW.** If a subscription license to Software is purchased, then BlackBerry standard Maintenance and Support is included in the purchase of the license for the License Term identified in the Order, except for any portion of the License Term that is beyond the End of Sale ("EOS") or End of Life ("EOL") date (whichever is earlier) listed for the product at https://lifecycle.qnx.com. If a perpetual license or Project License is purchased, then, in order for Customer (and its Developers) to access or use the entitlements of Maintenance and Support (including Updates), Customer must separately purchase Maintenance and Support from BlackBerry (or its Authorized Reseller). For clarity, except as expressly stated herein and subject to EOS or EOL dates, Maintenance and Support is available for all Software and all licensing models under which the Software is licensed, including Developer Licenses, Build Server Licenses,

Floating Licenses and Project Licenses. After the EOL date, BlackBerry is under no obligation to continue to provide access to applicable Software. If standard Maintenance and Support is no longer offered, BlackBerry may, at its discretion, offer the Customer the ability to purchase support provided by BlackBerry's professional services team via a Customer Services Plan.

6.2 **DESCRIPTION OF MAINTENANCE AND SUPPORT SERVICES PROVIDED.** "**Maintenance and Support**" as used herein means the maintenance and support offerings described in the Maintenance & Support Policy found at http://www.qnx.com/commercial_maintenance_support_terms (or such other site as may be made available to Customer by BlackBerry from time-to-time), as may be amended by BlackBerry and which are incorporated herein by this reference. Any Maintenance and Support acquired by Customer, including as part of a Software subscription purchased, is provided subject to: (i) this Agreement; (ii) the Maintenance & Support Policy; and (iii) Customer's payment of all applicable fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted Order.

6.3 **SUPPORTED SOFTWARE.** Under BlackBerry's standard Maintenance and Support offering described in the Maintenance & Support Policy, BlackBerry will support the current version of the Commercially Released Software and prior versions of the Commercially Released Software until and unless such software is designated as EOS or EOL by BlackBerry. Neither Experimental Software, nor Custom Software is supported as part of BlackBerry standard Maintenance and Support offering. If Customer is seeking support for Custom Software or Experimental Software or if Customer wishes to accelerate fixes to the supported Commercially Released Software according to Customer directed priorities, then Customer may purchase add-on services under a separate agreement.

6.4 **ACCESS TO MAINTENANCE AND SUPPORT ENTITLEMENTS; REQUIREMENTS REGARDING THE PURCHASE OF MAINTENANCE AND SUPPORT**.

6.4.1 **Generally**. Customer agrees that Customer and its Developers can only access and use the entitlements of the Maintenance and Support (including Updates) if the Developer License, Build Server License, Floating License or Project License they are consuming is supported (either because Customer has purchased a subscription license or because Customer has separately purchased Maintenance and Support for the relevant license). For example, only a Developer consuming a supported Developer License to SDP may access or use the entitlements of Maintenance and Support (including Updates). Developers consuming non-supported licenses, may not obtain entitlements of Maintenance and Support from other Developers consuming supported licenses. Any such access or use of the entitlements would be deemed a material breach of this Agreement.

6.4.2 **Subscription Licenses**. For licenses purchased on a subscription basis, Maintenance and Support is included in the purchase, except as noted in Section 6.1.

6.4.3 **Perpetual Licenses**. For licenses purchased on a perpetual basis, Maintenance and Support is not included in the purchase. Customer must separately purchase annual Maintenance and Support for all perpetual licenses purchased for an initial minimum (1) year term. Unless otherwise agreed by BlackBerry in writing, to be entitled to Maintenance and Support, Customer must purchase support for each active license (including for example each Developer License and/or Floating License) purchased on a perpetual license basis when renewing Maintenance and Support. Inactive Developer licenses may not be used by Customer if Maintenance and Support is not purchased for those licenses unless Customer has opted not to purchase Maintenance and Support for all its Developer Licenses.

6.4.4 **Project Licenses**. For Project based licenses, Maintenance and Support is not included in the purchase. Customer must separately purchase annual Maintenance and Support for Project licenses purchased. An initial term of one (1) year is required.

6.5 **LAPSES IN SUPPORT**. If there is a lapse in Maintenance and Support because Customer fails to renew Maintenance and Support in a timely manner, then in order to purchase Maintenance and Support, Customer must cover the Maintenance and Support fees that would have been charged for the lapsed period, unless such fee is waived by BlackBerry at its sole option. Additionally, when Maintenance and Support lapses, Customer understands that access to the support portal and any Software downloads through the support portal and the Software Center may be terminated even if previously accessible.

6.6 **ADD-ON SUPPORT OFFERING; PROFESSIONAL SERVICES TO BE DELIVERED UNDER SEPARATE AGREEMENT.** All services outside of standard Maintenance and Support, including any "Priority Support" or "Custom Support Plan", shall be delivered under a professional services agreement separately agreed to by the Parties.

7. TERM; TERMINATION.

7.1 **TERM**. This Agreement shall be effective as of the date the License Certificate is delivered to Customer (or if no License Certificate is delivered, then, when the Software is first delivered or made available to Customer) and shall remain in effect until terminated in accordance with this Agreement.

7.2 **TERMINATION**. This Agreement may be terminated by either Party: (i) if the other Party materially breaches this Agreement and fails to cure it within thirty (30) days after written notice of the breach; and (ii) if the other Party ceases to carry on business in the ordinary course, becomes insolvent or the subject of voluntary or involuntary bankruptcy or liquidation proceedings, has a receiver, trustee or similar officer appointed with respect to the whole or substantial part of its assets, or is the subject of any creditor protection or proposal or similar arrangement under applicable law. This Agreement may be terminated by BlackBerry upon a sale of all or substantially all the assets of Customer, any merger, consolidation or acquisition of Customer with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting shares of Customer in one or more related transactions.

7.3   **EFFECT OF TERMINATION**. Upon termination of this Agreement (or if only licenses to a portion of the Software expires or is terminated, the subsections below shall be limited to such portion) for any reason:

7.3.1   all licenses and rights provided to Customer under this Agreement shall immediately terminate and Customer shall not be entitled to any refund or credit;

7.3.2   Customer and its Developers shall immediately cease all use of and/or access to the Software and delete and/or destroy all copies of Software that are in the possession or control of Customer and/or its Developers and, on BlackBerry's request, confirm the same in writing signed by an officer of Customer;

7.3.3   BlackBerry shall have the right to block any use of and/or access to the Software, and/or delete any files, programs, data and e-mail messages associated with any account of Customer or a Developer, without notice to Customer or the Developer; and

7.3.4   Customer shall remain liable for all amounts due and shall pay all such fees immediately upon expiration or termination of this Agreement.

7.4   **SURVIVAL.** The provisions of this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement will survive including the following Sections: Sections 2 (Certain Definitions), Section 4 (license restrictions stated only), Section 5 (Open Source Software and Third-Party Software), Section 7 (Term; Termination), Section 8 (Fees; Additional Purchases; Compliance; Audit), Section 9 (Ownership), Section 10 (Confidentiality), Section 11 (Limited Warranties; Disclaimers), Section 12 (Indemnity), Section 13 (Limitation on Liability), Section 14 (Miscellaneous), and Exhibit A (license restrictions stated only).

8.   FEES; ADDITIONAL PURCHASES; COMPLIANCE; AUDIT.

8.1   **FEES.** Customer will make all payments identified on the relevant Order in accordance with its terms, or if no payment terms are included, then within thirty (30) days of the invoice date. *Unless otherwise stated herein*, all payments are non-refundable, no credits will be issued, and payments are not subject to any deduction or set-off. Where the Order is placed directly with BlackBerry, unless otherwise agreed in the Order, the following additional terms shall also apply: (i) all amounts are payable in U.S. Dollars; and (ii) all fees outlined in the Order are exclusive of all taxes, duties, shipping fees, and similar amounts, all of which are Customer's responsibility (excluding taxes based on BlackBerry's income). If Customer is in default of making any payment due to BlackBerry, then BlackBerry may deem Customer in breach of this Agreement and, without prejudice to other remedies available, assess a late payment charge, at the lower rate of 1.5% per month, or the maximum rate under applicable law, and/or suspend delivery of or require removal of any Software delivered hereunder from all Customer, its Affiliates, and their respective Developers' Systems.

8.2   **ADDITIONAL PURCHASES; COMPLIANCE; AUDIT.** In connection with the use of the Software, Customer will not exceed the License Parameters agreed to as part of the Order(s) placed by Customer. At any time during the License Term, if Customer desires to increase the relevant License Parameters, or if Customer learns that Customer's actual usage exceeds the relevant License Parameters paid for by Customer, then Customer will immediately notify BlackBerry (or the Authorized Reseller) and pay the incremental fees due, and after the relevant Order is placed, the relevant License Parameters will be deemed amended to reflect this purchase. BlackBerry may monitor Customer's and its Developers' use of the Software to determine compliance with this Agreement. Within thirty (30) days of BlackBerry's or its Authorized Reseller's written request, Customer (and/or its Developers) will provide BlackBerry or its Authorized Reseller (as relevant) a report, which report will identify information reasonably requested by BlackBerry in order to show compliance with the License Parameters and compliance with licensing restrictions identified in this Agreement and in the Order. Customer will maintain accurate records regarding access and use of Software for a minimum of five (5) years from the actual usage date. During the Term and for one (1) year after any expiration or termination of this Agreement, BlackBerry may, through an independent auditor and/or itself, audit Customer's and its Developers' access and use of the Software and, if Customer is complying with this Agreement, such audit shall be conducted no more than once each calendar year and on reasonable notice. If Customer is found to have exceeded its License Parameters, authorized usage and/or access, Customer shall, inter alia, pay to BlackBerry: (i) any additional amounts due based on BlackBerry's then current price list; (ii) BlackBerry's reasonable costs associated with such audit; and (iii) interest on the amounts due to BlackBerry at the maximum rate permitted by law. Any refusal by Customer to provide requested information and/or cooperate with an audit, or to promptly pay amounts found owing to BlackBerry as a result of such audit, shall be deemed to be a material breach of this Agreement.

9.   OWNERSHIP.

Notwithstanding anything else herein, Customer acknowledges and agrees that all Software delivered to Customer is licensed under these terms and not sold. The Software is protected by intellectual property laws, both locally and internationally. Customer acknowledges and agrees that it does not acquire any Intellectual Property Rights in or relating to the Software (including but not limited to any modifications to source code or elements of the Software embodied in derivative works created by Customer, its Affiliates, and their respective Developers, or any other translation, modification, or other derivative work of the Software). Customer agrees that it shall not refute or otherwise challenge BlackBerry's and/or any of its Affiliates' ownership of any such Intellectual Property Rights. All comments, ideas, changes or other feedback provided by Customer, its Affiliates, and their respective Developers to BlackBerry regarding the Software ("**Feedback**") shall be owned by BlackBerry and Customer (on behalf of itself and its Affiliates (as applicable)) agrees to and hereby assign the same to BlackBerry. BlackBerry and its licensors retain all rights, title and interests in and to the Software and reserve all rights in the Software not expressly licensed hereunder, including but not limited to all Intellectual Property Rights and rights in Confidential Information. No trademarks or service marks of BlackBerry or its licensors are licensed to Customer, and Customer understands and agrees that BlackBerry trademarks or

service marks may not be applied to Customer's products, goods or services without the express written permission of BlackBerry. No implied licenses are granted herein.

As between BlackBerry and Customer, subject to all underlying rights of BlackBerry and its licensors in the Software, and subject to the terms and conditions of this Agreement, all other rights, title and interests in and to any other software independently developed by Customer or Customer Developers pursuant to the licenses granted in this Agreement (e.g. Customer Applications and/or Target Systems) will be owned and retained by Customer.

10. **CONFIDENTIALITY.**

10.1 **DEFINITIONS.** "**Confidential Information**" means any non-public data, information and other materials, in any form or medium, regarding the products, technology, software, services, or business of a Party (and/or, if either Party is bound to protect the confidentiality of any third party information, of a third party) which is provided by or made available by one Party ("**Disclosing Party**"), either directly or indirectly through third parties to the other Party ("**Receiving Party**"), where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. "**Trade Secret(s)**" means Confidential Information that is proprietary (including but not limited to Source Code, algorithms, formulae, methods and processes), the disclosure of which to unauthorized third parties could cause Disclosing Party to suffer a significant loss of competitive and/or commercial advantage in its markets. The Parties agree that, without limiting the foregoing, all Software (and any information that is delivered with or embedded in or related to Software or to the development, testing or commercial exploitation thereof, and any performance data, benchmark results, training materials and technical information relating thereto), the Documentation, BlackBerry pricing information, Software Center, content, account information, access ID's and passwords used to access Software, Software Center or the Developer Web Portal, License Certificates, and License Keys provided or made available to Customer shall be deemed the Confidential Information of BlackBerry. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for public release by written authorization of the Disclosing Party; (iv) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) Feedback.

10.2 **DUTIES**. The Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the Software) or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; (iii) store any copies of Software Source Code on computers and/or networks that are secured by controls employed by Receiving Party for materials reasonably considered to be Trade Secrets or otherwise highly confidential; and (iv) disclose the Disclosing Party's Confidential Information only to its Affiliates, and those employees, agents and contractors of the Receiving Party and those of its Affiliates (collectively "**Representatives**") who have a need to know such information for the purposes of this Agreement, provided that any such Representative shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement. All restrictions applicable to Receiving Party are equally applicable to Receiving Party's Representatives and the Receiving Party shall remain responsible and liable for any non-compliance of such Representatives with the terms of this Agreement. Each Party agrees to provide written notice to the other immediately after learning of, or having reason to suspect, a breach of any of the confidentiality or non-use restrictions set forth in this Section.

10.3 **DISCLOSURES REQUIRED BY LAW**. Either Party may disclose Confidential Information of the other Party if it is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure (to the extent permitted by law) and reasonably cooperates with the Disclosing Party in limiting such disclosure and ensuring confidential handling of the Confidential Information.

10.4 **REMEDIES**. Each Party acknowledges that a breach of this Agreement adversely affecting a Party's Intellectual Property Rights (e.g. in the Software or Confidential Information) may cause irreparable harm or injury to such Party for which there may be no adequate remedy at law, and that under such circumstances, the applicable Party shall be entitled to equitable relief by injunction or otherwise in any court having jurisdiction, without the obligation of posting any bond or surety.

10.5 **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon termination or expiration of this Agreement or promptly upon request, each Party will return all Confidential Information of the other Party (together with any copies thereof), or, at the option of the Disclosing Party, provide written certification of the destruction thereof, provided that the Receiving Party may retain one copy of Disclosing Party's Confidential Information, in the confidential, restricted access files of its legal department for use only to prove compliance with the terms of this Agreement.

10.6 **SURVIVAL**. Receiving Party's duties with respect to Confidential Information under Agreement will expire five (5) years after the termination or expiration of this Agreement (except for Trade Secrets, which shall remain subject to these restrictions for so long as they constitute Trade Secrets).

11. **LIMITED WARRANTIES; DISCLAIMERS.**

11.1 **MUTUAL WARRANTIES.** Each Party represents and warrants to the other that: (a) it is and will be duly organized, validly existing in good standing under the laws of its domicile and is and will be in good standing in each jurisdiction in which such qualification is required by law; (b) it has the full power to enter into this Agreement and to perform its obligations and duties hereunder; (c) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it; and (d) this Agreement does not contravene, violate or conflict with any other agreement of such Party with any third party.

11.2 **SOFTWARE WARRANTY.** For a period of ninety (90) days from the effective date of the Order for the Software, BlackBerry warrants to the Customer that any Commercially Released Software delivered to Customer hereunder will materially conform to its published specifications described in the relevant Documentation when used on a supported reference platform as specified by BlackBerry in the applicable Documentation. If the Commercially Released Software delivered fails to meet the forgoing warranty, Customer's sole and exclusive remedy and the entire liability of BlackBerry and its licensors under this warranty, is for BlackBerry to use commercially reasonable efforts to repair or replace the Software or provide a workaround for such problem, or if repair, replacement or a workaround is not possible, to refund the fees paid for the non-conforming Commercially Released Software upon termination of the applicable license and the return and removal of the relevant Commercially Released Software from all Customer and Customer Developer systems. Any obligations of BlackBerry under this Section shall not apply to: (A) Commercially Released Software provided on an evaluation or trial basis; or (B) if the failure of the Commercially Released Software to perform the material functions described in the Documentation is due to: (i) use of the Software on an unsupported reference platform; (ii) use of the Software in a manner inconsistent with any of Customer's obligations set out in this Agreement or in a manner inconsistent with the instructions in the Documentation applicable to the specific type and version of the Software; (iii) a malfunction or other problem related to any Third-Party Item; or (iv) any external causes affecting the Software, correction of errors attributable to software other than the Software, or defects due to repairs or modifications not authorized by BlackBerry in writing.

11.3 **GENERAL DISCLAIMERS.** EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ALL SERVICES DELIVERED HEREUNDER ARE PROVIDED "AS IS", AND ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL SOFTWARE AND SERVICES DELIVERED HEREUNDER ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND TITLE. BLACKBERRY DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SOFTWARE, CONTINUED AVAILABILITY OF THE SOFTWARE, THAT ANY CUSTOMER APPLICATIONS, TARGET SYSTEMS, CONTENT, OR OTHER SYSTEMS OR NETWORKS SHALL BE FREE FROM LOSS OR CORRUPTION, THAT CONTENT SHALL BE TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME, OR, WHERE RELEVANT TO THE FUNCTIONALITY OF THE SOFTWARE, THAT ANY OR ALL THREATS, VULNERABILITIES, SECURITY ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIED. ADDITIONALLY, CUSTOMER ACKNOWLEDGES AND AGREES THAT, WHERE THE SOFTWARE IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD-PARTY ITEMS, BLACKBERRY CANNOT ENSURE INTEROPERABILITY AND HAS NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD-PARTY ITEMS AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT CUSTOMER IDENTIFIES WITH THE SOFTWARE.

11.4 **SPECIFIC DISCLAIMERS WITH RESPECT TO EXPERIMENTAL SOFTWARE**. EXPERIMENTAL SOFTWARE MAY HAVE KNOWN DEFICIENCIES, MAY NOT HAVE BEEN FULLY OPTIMIZED AND TESTED, MAY NOT BE FULLY SUPPORTED BY BLACKBERRY, AND MAY BE UNRELIABLE. EXPERIMENTAL SOFTWARE IS MADE AVAILABLE TO CUSTOMER STRICTLY ON AN "AS IS" BASIS, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. IN NO EVENT WILL BLACKBERRY, ITS LICENSORS, AND/OR AFFILIATES BE LIABLE UNDER ANY CAUSE OF ACTION WHATSOEVER FOR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE ANY EXPERIMENTAL SOFTWARE.

11.5 **SPECIFIC DISCLAIMERS WITH RESPECT TO CUSTOMER APPLICATIONS AND TARGET SYSTEMS (INCLUDING HIGH RISK APPLICATIONS)**. CUSTOMER ACKNOWLEDGES THAT, AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ANY FAILURES IN THE OPERATION, PERFORMANCE, RELIABILITY OF CUSTOMER APPLICATIONS AND/OR ANY TARGET SYSTEMS DEVELOPED USING THE SOFTWARE AND FOR ANY BODILY INJURY, PROPERTY DAMAGE OR ANY OTHER INJURY OR DAMAGE CAUSED BY OR ASSOCIATED WITH CUSTOMER APPLICATIONS AND/OR TARGET SYSTEMS DEVELOPED USING THE SOFTWARE. THE SOFTWARE IS NOT SPECIFICALLY DESIGNED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, OR FOR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE. THE SOFTWARE IS NOT FAULT-TOLERANT AND THE SOFTWARE MAY CONTAIN ERRORS AND MAY FAIL AND USE OF THE SOFTWARE (INCLUDING RUNTIME SUBSYSTEMS, HEADERS AND LIBRARIES) IN CONNECTION WITH ANY CUSTOMER APPLICATION OR TARGET SYSTEM (INCLUDING ANY HIGH RISK APPLICATION) IS DONE AT CUSTOMER'S SOLE RISK AND LIABILITY. CUSTOMER, NOT BLACKBERRY, IS SOLELY RESPONSIBLE AND LIABLE TO TEST AND IDENTIFY ANY ISSUES WITH RESPECT TO CUSTOMER APPLICATIONS AND TARGET SYSTEMS DEVELOPED (INCLUDING RUNTIME SUBSYSTEMS DISTRIBUTED AS PART OF CUSTOMER APPLICATIONS AND TARGET SYSTEMS). BLACKBERRY EXPRESSLY DISCLAIMS ANY EXPRESS OR

IMPLIED WARRANTY OR CONDITION OF FITNESS FOR SOFTWARE USE IN CONNECTION WITH ANY HIGH-RISK APPLICATIONS.

12. **INDEMNITY.** Customer shall indemnify, hold harmless, and if requested by BlackBerry, defend BlackBerry and its Affiliates and their successors and assigns and their respective directors, officers, employees, independent contractors and agents from and against any and all claims, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with (a) any breach of this Agreement by Customer, its Affiliates, and their respective Developers or (b) any Customer Application and/or Target System and/or related services or offerings. BlackBerry shall give Customer prompt written notice of any claim or proceeding. If BlackBerry has requested Customer to defend a claim or proceeding: (i) BlackBerry may at its option and expense participate in its defense or settlement; (ii) Customer shall not settle it in a manner that requires BlackBerry or any of its Affiliates to admit any liability; and (iii) if BlackBerry later has a reasonable basis to believe that Customer cannot or may not be able to fulfill its obligations under this subsection, then, without limiting Customer's obligations hereunder, BlackBerry shall be entitled to provide Customer with notice of its decision to defend the claim or proceeding, and thereafter to assume control of its defense and/or settlement.

13. **LIMITATION ON LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) IN NO EVENT SHALL BLACKBERRY AND/OR ITS AFFILIATES AND/OR SUPPLIERS BE LIABLE FOR, AND CUSTOMER ON ITS OWN BEHALF, AND ON BEHALF OF ITS DEVELOPERS, HEREBY WAIVES ALL OF THE FOLLOWING DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR ANY RELATED SERVICES, CUSTOMER APPLICATIONS OR TARGET SYSTEMS DEVELOPED IN PART OR WHOLE USING THE SOFTWARE: (I) ALL INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; (II) ALL DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, BREACHES OF DATA SECURITY, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES; AND (III) ALL DAMAGES RELATED TO OR ARISING OUT OF ANY THIRD-PARTY ITEMS, ANY CUSTOMER FURNISHED GOODS, SOFTWARE, SERVICES OR CONTENT OR ANY FREE-OF-CHARGE SOFTWARE OR SERVICES; AND

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BLACKBERRY TO CUSTOMER, DEVELOPERS, OR TO ANY THIRD PARTY CLAIMING THROUGH THEM FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL FEES CUSTOMER HAS PAID TO BLACKBERRY FOR USE OF THE SOFTWARE AND/OR SERVICES UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY OR ONE HUNDRED U.S. DOLLARS ($100.00); AND

(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 OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO BLACKBERRY; AND (III) TO BLACKBERRY, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, SUCCESSORS AND ASSIGNS.

14. **MISCELLANEOUS.**

14.1 **DEVELOPER LICENSING INFORMATION.** In order to install and/or activate the Software, certain machine-specific information as well as personal information about the Developer and the systems used by the Developer ("**Developer Licensing Information**") is sent to BlackBerry at the time of installation and/or activation and/or periodically thereafter. Developer Licensing Information may include, but is not limited to, email address, username, software identification numbers, MAC addresses, UUIDs, IP addresses, identification numbers set by manufacturers of hardware and/or identification numbers related to host operating systems. BlackBerry may use Developer Licensing Information to improve its products or services, for the purposes of verifying compliance with the terms and conditions of this Agreement, enforcing any reporting or audit-related provisions in this Agreement, and verifying compliance with the terms and conditions of any other agreements between Customer and BlackBerry relating to Software provided by or on behalf of BlackBerry.

14.2 **PRIVACY.** To the extent Customer's and/or Customer Developers' installation, access to and/or use of the Software or access or use of services delivered under this Agreement results in the collection, use, processing, transfer, storage, and disclosure (collectively "**Process**" or "**Processing**") of personally identifiable information and content related to Customer and/or Customer Developers by BlackBerry and/or any of its Affiliates and their service providers, such information will be Processed in compliance with BlackBerry's Privacy Policy, as may be amended from time-to-time by BlackBerry and which is incorporated herein by this reference, the current version of which can be viewed at www.BlackBerry.com/legal. Customer represents and warrants, on its own behalf and on behalf of Customer Developers, that it has obtained all necessary consents to such Processing, including collection of Customer Developer's personal information as required for the use of the Software or services as contemplated in this Agreement.

14.3 **PRESERVATION OF RIGHTS.** CUSTOMER AGREES NOT TO DIRECTLY OR INDIRECTLY GRANT, OR PURPORT TO GRANT, TO ANY PARTY ANY RIGHTS OR IMMUNITIES UNDER BLACKBERRY'S OR ITS LICENSORS' INTELLECTUAL PROPERTY

RIGHTS IN THE SOFTWARE THAT WOULD SUBJECT SUCH INTELLECTUAL PROPERTY TO AN OSS LICENSE OR SCHEME IN WHICH THERE IS OR COULD BE INTERPRETED TO BE A REQUIREMENT THAT AS A CONDITION OF USE, MODIFICATION AND/OR DISTRIBUTION, THE SOFTWARE BE: (A) DISCLOSED OR DISTRIBUTED IN SOURCE CODE FORM, (B) LICENSED FOR THE PURPOSE OF MAKING DERIVATIVE WORKS, OR (C) REDISTRIBUTABLE AT NO CHARGE.

14.4 **PATENT NON-ASSERT.** CUSTOMER AGREES THAT CUSTOMER WILL NOT, AND WILL NOT ASSIST, PERMIT OR ENABLE ANY OTHER PARTY (INCLUDING ANY DEVELOPER OR AFFILIATE) TO USE SOFTWARE SOURCE CODE OR ANY OTHER BLACKBERRY CONFIDENTIAL INFORMATION, OR ANY PART THEREOF FOR THE PURPOSE OF: (A) PREPARING, FILING, AMENDING, MODIFYING OR PROSECUTING ANY PATENT APPLICATIONS; (B) EVIDENCING ANY ALLEGED, SUSPECTED OR CLAIMED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND/OR (C) MAPPING OR REVIEWING ANY PRODUCT, SERVICE, TECHNOLOGY, ARCHITECTURE OR SPECIFICATION AGAINST PATENTS, PATENT APPLICATIONS, CLAIM CHARTS OR SIMILAR MATERIAL.

FURTHER, CUSTOMER ALSO AGREES THAT CUSTOMER WILL NOT, AND WILL NOT ASSIST, PERMIT OR ENABLE ANY OTHER PARTY TO: (I) ASSERT OR THREATEN TO ASSERT DURING THE TERM OF THIS LICENSE ANY PATENT, OR, (II) ASSERT OR THREATEN TO ASSERT AT ANY TIME ANY PATENT THAT WAS DEVELOPED, IN WHOLE OR IN PART, BASED UPON OR USING THE SOFTWARE SOURCE CODE OR ANY OTHER BLACKBERRY CONFIDENTIAL INFORMATION, OR ANY PART THEREOF; AND IN THE CASE OF (I) AND (II), AGAINST BLACKBERRY OR ITS AFFILIATES, OR THEIR RESELLERS, DISTRIBUTORS AND CHANNEL PARTNERS, MANUFACTURERS, REPAIR FACILITIES OR END USERS TO THE EXTENT THAT ANY PATENTS ARE DIRECTLY OR INDIRECTLY INFRINGED BY THE MAKING (AND/OR HAVING MADE), USING (AND/OR HAVING USED), FIELDING (AND/OR HAVING FIELDED), DESIGNING (AND/OR HAVING DESIGNED), PACKAGING (AND/OR HAVING PACKAGED), TESTING (AND/OR HAVING TESTED), ASSEMBLING (AND/OR HAVING ASSEMBLED), AND/OR OTHERWISE DISPOSING OF (AND/OR HAVING DISPOSED) ANY BLACKBERRY OR BLACKBERRY AFFILIATE PRODUCT OR BLACKBERRY OR BLACKBERRY AFFILIATE SERVICE FOR THE FULL-LIFE OF SUCH PATENTS. ALL OBLIGATIONS CONTAINED IN THIS SECTION SHALL ENCUMBER AND RUN WITH APPLICABLE PATENTS, IF ANY, AND SHALL BE BINDING ON ANY SUCCESSORS-IN-INTEREST OR ASSIGNS THEREOF. ANY ATTEMPTED ASSIGNMENT OR GRANT IN CONTRAVENTION TO THIS SECTION SHALL BE NULL AND VOID.

14.5 **APPLICABLE BLACKBERRY ENTITY.** Where the invoice is issued by BlackBerry (directly or indirectly through an Authorized Reseller of BlackBerry) to Customer and Customer's primary address is located in:

a) Canada, Caribbean, South America, Germany or any other region or country not listed in subsections (b) - (d) inclusive below: "**BlackBerry**" means BlackBerry Limited;
b) United States of America and Japan: "**BlackBerry**" means BlackBerry Corporation;
c) Europe (except Germany), the Russian Federation, Middle East or Africa: "**BlackBerry**" means BlackBerry UK Limited; and
d) Asia-Pacific (including Pakistan and Kazakhstan but excluding Japan):) "**BlackBerry**" means BlackBerry Singapore Pte. Limited.

Where the invoice is issued by QNX Software Systems Limited (directly or indirectly through an Authorized Reseller of QNX Software Systems Limited) to Customer: "**BlackBerry**" means QNX Software Systems Limited.

14.6 **APPLICABLE LAW AND JURISDICTION**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada excluding conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably consents and submits to the exclusive jurisdiction of the courts of the city of Toronto, Ontario, and waives any objection thereto 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. The parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

14.7 **FORCE MAJEURE**. Except for Customer's obligations to pay all applicable fees, neither Party shall be liable for its failure to perform or the delayed performance of its obligations if such failure results from circumstances beyond the affected Party's reasonable control, including pandemics, third-party acts or disablements and any law or governmental order, rule, regulation or direction.

14.8 **INJUNCTIVE RELIEF**. Notwithstanding anything to the contrary, the Parties agree that Customer's or any of Customer Developers' breach of certain terms of this Agreement may cause irreparable harm to BlackBerry and/or its Affiliates for which damages shall be an inadequate remedy and BlackBerry may therefore seek injunctive or equitable relief in any court of competent jurisdiction without the requirement of posting a bond, in addition to all other remedies available to it.

14.9 **COMPLIANCE WITH LAWS, EXPORT CONTROL AND U.S. GOVERNMENT USERS**. Customer agrees that the Software shall not be received, exported, imported, used, transferred, accessed or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities, including without limitation any U.S. and Canadian export control and economic sanctions laws and regulations. Customer represents and covenants that: (i) Customer and Customer Developers are eligible to receive, access use and/or distribute the Software under applicable law; and (ii) Customer shall ensure that its receipt and use of and/or access to the Software, or that of Customer Developers, is in accordance with the restrictions in this subsection. If any part of the Software is being licensed by the U.S. government, including any U.S. federal agency, the Software is considered access to

commercial computer software and documentation developed exclusively at private expense and the Software is provided as a "commercial item" as that term is defined in FAR 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements) and is provided with only those rights specified in this Agreement.

14.10 **ASSIGNMENT**. BlackBerry may assign this Agreement with notice to Customer. Customer shall not assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of BlackBerry and any assignment in breach of this provision shall be void and of no effect. BlackBerry may perform its obligations under this Agreement directly or may have some or all of its obligations performed by any Affiliate, contractor, subcontractor, services provider or third party.

14.11 **NOTICES**. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and delivered by hand or sent by registered mail or courier, effective on the date of receipt, addressed as follows: if to Customer, at the address supplied to BlackBerry (or its Authorized Reseller) by Customer and, if to BlackBerry, addressed to BlackBerry Limited at 2200 University Avenue East, Waterloo, Ontario, Canada N2K 0A7, Attention: Legal Department. A Party may from time-to-time change its address by notice in writing to the other Party delivered hereunder. In addition, BlackBerry may at its option deliver the foregoing notice or other communication to an e-mail address provided by Customer to BlackBerry for delivery of the License Certificate, which shall be effective and deemed delivered when transmitted, and if Customer has provided BlackBerry with no such address, notice may be duly given when prominently posted on the Software Center and the Developer Web Portal and Customer should regularly visit the site to review such notices.

14.12 **THIRD-PARTY BENEFICIARIES**. The provisions of this Agreement are for the benefit of Customer and BlackBerry and not for any other person or entity, whether under statute or otherwise, except for BlackBerry's Affiliates and suppliers of BlackBerry and its Affiliates.

14.13 **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement (including the terms incorporated by reference, e.g. the Maintenance & Support Policy, License Certificate, OSS Licenses and the Third-Party Licensing Considerations Supplement) is the complete agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements and understandings between the Parties applicable to the Software and Maintenance and Support services. The provisions of this Agreement will prevail in the event of a conflict between any of its terms and conditions and the provisions of the License Certificate(s), or Third-Party Licensing Considerations Supplement, or any inconsistent or additional terms or conditions of any related purchase orders or invoices whenever issued or received. This Agreement may be modified by a written document executed by the Parties. Except to the extent expressly precluded by applicable law, BlackBerry also reserves the right to modify this Agreement, including to reflect changes in law or business practices. Notwithstanding any other notice requirement, BlackBerry shall notify Customer of the change by a reasonable means of notice, including posting the revised Agreement at the Software Center and the Developer Web Portal (and or at links posted therein), and Customer should regularly visit the site to review the most current version of this Agreement. Customer agrees that its continued use of the Software after the changes becomes effective shall constitute Customer's acceptance of the revised Agreement. If there is any inconsistency between this Agreement and any Documentation used with the Software, the provisions of this Agreement shall apply to the extent of the inconsistency.

14.14 **INTERPRETATION AND LANGUAGE**. Headings are inserted herein for convenience only and do not form part of this Agreement. As used herein: (i) "days" means calendar days; (ii) "include" and "including" are not limiting; and (iii) use of Software shall be deemed to include active or inactive use. If this Agreement is translated into a language other than English, the English version shall prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Where Customer's primary address is located in Quebec, it is the express will of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

14.15 **NO WAIVER**. The waiver by either Party of any right provided under this Agreement must be in writing signed by such Party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

14.16 **SEVERABILITY**. If any section, provision or part thereof of this Agreement is held to be illegal, invalid or unenforceable by a court of competent authority in any jurisdiction, that section, provision or part shall be limited if possible and only thereafter severed to the extent necessary to render this Agreement valid and enforceable in such jurisdiction.

14.17 **MARKETING AND PROMOTION**. From time-to-time, BlackBerry lists and/or mentions its customers in its marketing and communications initiatives. Customer agrees that BlackBerry may use Customer's name and logo worldwide, free of charge for such purpose for the duration of the Term. In addition, subject to applicable privacy law and BlackBerry's Privacy Policy, Customer expressly consents to BlackBerry contacting the Customer for marketing or promotional purposes.

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Licensing Models; Specific Rights, Requirements, Restrictions and Limitations

1. **OVERVIEW OF THE LICENSING MODELS APPLICABLE TO SOFTWARE.**

    1.1   **The Software Development Platform (SDP).** All customers purchasing licenses to Software included in the QNX Product Portfolio for Development Purposes must initially purchase a license to the Software Development Platform . The Software Development Platform components are licensed under three main licensing models. (1) A customer can obtain a **Developer License**, allowing use of the SDP by Customer Developers on Developer Systems for permitted development activities identified herein. (2) A customer can also obtain a **Build Server License** allowing use of the SDP in or on Customer's Build Servers for certain Build activities identified herein. (3) Alternatively, Customers can obtain a **Floating License**, which is a multi-purpose license allowing use of the SDP by multiple Licensed Developers <u>and</u> in or on Customer's Build Servers; essentially, the Floating License can "float" between multiple Licensed Developers (a "**Floating Developer License**") and/or multiple Builds on Build Servers (a "**Floating Build Server License**"), provided each Floating License is assigned to either a single Licensed Developer or a single Build on a Build Server at any given time.

    1.2   **Specialized Software.** Customers can also purchase licenses to Specialized Software included in the portfolio. All Specialized Software (all Software other than SDP) is licensed on a per Project basis only (**Project License**), and the License Term for such license continues for the term of the development Project, whatever the duration.

    1.3   **Evaluation Licenses; Early Access Licenses to Software; Experimental Software and Custom Software licenses**. Customers can obtain an evaluation license to Software, or early access licenses to Experimental Software. See section 5 of this Exhibit A for details regarding the licensed rights and restrictions applicable to evaluation licenses or early access licenses to Experimental Software. Additionally, Experimental Software which is not delivered under an early access license and any Custom Software obtained from Blackberry is subject to licenses and restrictions identified in section 6 of this Exhibit A.

2. **SOFTWARE DEVELOPMENT PLATFORM LICENSING MODELS.** THIS SECTION OUTLINES THE LICENSES, REQUIREMENTS, RESTRICTIONS, AND LIMITATIONS ASSOCIATED WITH THE VARIOUS LICENSING MODELS UNDER WHICH THE SDP IS LICENSED. PLEASE REVIEW THE LICENSE CERTIFICATE TO DETERMINE THE LICENSING MODEL RELEVANT TO CUSTOMER'S PURCHASE. NOTE, NO LICENSE CERTIFICATE WILL BE ISSUED FOR A CLOUD COMPUTING LICENSE.

    2.1   **Named-User Developer License.** If Customer's License Certificate indicates that Customer has obtained a "Named-User Developer License" to SDP, then this Section shall apply.

    (a)   **Named-User Developer License.** Subject to this Agreement and Customer's payment of all applicable fees, during the License Term, BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license to allow Customer's Named-User Developers to:

    (i)   install SDP on Developer Systems (each License Key may be used to install Software for a single Named-User Developer and on a single Developer System), which includes rights to make copies of Software to follow normal backup and archiving practices for Named-User Developer use;

    (ii)   access, use, link and compile SDP (including Runtime Subsystems and authorized derivative works of Software) on Developer Systems; and

    (iii)   deposit the developed Customer Applications and/or Target Systems developed using the SDP into shared repositories (which are not Build Servers);

    each of (i)-(iii) only in accordance with Documentation and solely for Development Purposes.

    (b)   **(b) Specific Restrictions Applicable to the Named-User Developer License**. Customer shall not (and shall not permit any third party including any Customer Developer to):

    (i)   install SDP on multiple Developer Systems used by the same Named-User Developer; Software may only be installed on one Developer System per Named-User Developer License;

    (ii)   permit any shared use of the License Keys; a single License Key will be issued for each Named-User Developer License purchased and only one Named-User Developer may access and use each License Key, provided that a Named-User Developer License can be re-deployed to another Named-User Developer if (A) it is a supported license (meaning Customer has obtained a valid and current Maintenance and Support for such license at the time of the transfer) and (B) the license is not re-deployed to any former Named-User Developer that has transferred a license for a period of six (6) months from the time such Developer transferred their license; or

    (iii)   use or deploy the License Key or the SDP obtained in connection with a Named-User Developer License in or on any Build Server; Customer must purchase a separate Build Server License and obtain a Build Server License Key to upload or use any of the Software components on any Build Server.

2.2   **Build Server Licenses (Standard Build Server License or Continuous Integration Build Server License).** If Customer's License Certificate indicates that Customer has obtained a "Standard Build Server License" or "Continuous Integration Build Server License" to the SDP, then Customer has obtained a Build Server License and this Section shall apply.

(a)   **Build Server License.** Subject to this Agreement and Customer's payment of all applicable fees, during the License Term, BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license to:

(i)   install SDP on Build Servers, which includes rights to make copies of Software to follow normal backup and archiving practices for Build Server use;

(ii)   use SDP on Build Servers (which includes rights to install, compile, link, and assemble customer applications (and other Customer owned or licensed components, including Runtime Subsystems) on Build Servers to build, evaluate, and test Customer Applications and/or Target Systems);

each of (i) and (ii) only in accordance with Documentation and solely for Development Purposes.

(b)   **Specific Restrictions Applicable to the Standard Build Server License**. If Customer's License Certificate indicates that Customer has obtained a "Standard Build Server License" to the SDP, then, the following requirements, restrictions and limitations apply:

(i)   Only Developers with a Named-User Developer License may contribute code that is deployed onto any Build Servers on which SDP is deployed to the extent the Build Server is licensed with a Standard Build Server License. Note: the Standard Build Server License is only compatible with purchases of a Named-User Developer Licenses.

(ii)   The number of Named-User Developers contributing code deployed onto any Build Server on which SDP is deployed may not exceed the number of Named-User Developers identified in the Order(s).

(iii)   Customer shall not (and shall not permit any third party including any Customer Developer to) install or use SDP on build servers not operated and controlled by Customer and/or Customer Affiliates.

(iv)   Customer shall not (and shall not permit any third party including any Customer Developer to) install or use the Integrated Development Environment (IDE) or any of the debugging or profiling tools included as part of the QNX® Momentics® Tool Suite component of the SDP on or in connection with a Build Server; use of such components is strictly limited to use by a Named User Developer on Developer Systems.

(v)   Customer shall not (and shall not permit any third party including any Customer Developer to) use or deploy the License Key or the SDP obtained in connection with a Standard Build Server License in or on any Developer System. Customer must purchase a separate Named-User Developer License and obtain a separate License Key for a Named User Developer License to install or use any of the Software components on any Developer System.

(c)   **Specific Restrictions Applicable to the Continuous Integration Build Server License**. If Customer's License Certificate indicates that Customer has obtained a "Continuous Integration Build Server License" to the SDP, then the following requirements, restrictions and limitations apply:

(i)   The number of concurrent Builds on Build Servers to which SDP is deployed shall not exceed the number of concurrent Builds identified in the Order. Customer shall deploy and use the License Manager Tool(s) supplied by BlackBerry to track the concurrent Builds and a single license token must be checked out to each Build on any Build Server on which SDP is deployed for the duration of the Build.

(ii)   Customer shall not (and shall not permit any third party including any Customer Developer to) install or use the Software on build servers not operated and controlled by Customer and/or Customer Affiliates.

(iii)   Customer shall not (and shall not permit any third party including any Customer Developer to) install or use the Integrated Development Environment (IDE) or any of the debugging or profiling tools included as part of the QNX® Momentics® Tool Suite component of the SDP on or in connection with a Build Server; use of such components is strictly limited to use by a properly licensed Developer on Developer Systems.

(iv)   Customer shall not (and shall not permit any third party including any Customer Developer to) use or deploy the License Key or the SDP obtained in connection with a Continuous Integration Build Server License in or on any Developer System; Customer must purchase a separate Developer License and obtain a separate License Key for the Developer License to install or use any of the Software components on any Developer System.

2.3   **Floating License.** If Customer's License Certificate indicates that Customer has obtained a "Floating Developer License" or "Floating Build Server License" to the SDP, then, the Customer has obtained a Floating License and this Section shall apply.

(a)   **Floating Developer License**. If Customer's License Certificate indicates that Customer has obtained a "Floating Developer License" to the SDP, then subject to this Agreement and Customer's payment of all applicable fees, during the License Term, BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license to allow Licensed Developers to:

(i)   install SDP on Developer Systems, which includes rights to make copies of SDP to follow normal backup and archiving practices for Licensed Developers use;

(ii)   access, use, link and compile SDP; and

(iii)   deposit the developed Customer Applications and/or Target Systems developed using the SDP into shared repositories (which are not Build Servers);

each of (i)-(iii) only in accordance with Documentation and solely for Development Purposes.

(b)   **Floating Build Server License**. If Customer's License Certificate indicates that Customer has obtained a "Floating Build Server License" to the SDP, then, subject to this Agreement and Customer's payment of all applicable fees, during the License Term, BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license to:

(i)   install SDP on Build Servers, which includes rights to make copies of SDP to follow normal backup and archiving practices for Build Server use;

(ii)   use SDP on Build Servers(which includes rights to install, compile, link, and assemble customer applications (and other Customer-owned or licensed components, including Runtime Subsystems) on Build Servers to build, evaluate, and test Customer Applications and/or Target Systems);

each of (i) and (ii) only in accordance with Documentation and solely for Development Purposes.

(c)   **Specific Restrictions Applicable to a Floating License**. If Customer's License Certificate indicates that Customer has obtained a "Floating Developer License" or a "Floating Build Server License" to the SDP, then, Customer has obtained a Floating License and the following requirements, restrictions and limitations apply:

(i)   With any Floating Developer License purchased, Customer will obtain a License Key for use by its Licensed Developers. In connection with the purchase, Customer may also request a License Key for its Floating Build Server License (at no additional charge) in order to install and deploy SDP on a Build Server. The License Key obtained with the Floating Developer License may only be used to install Software on Licensed Developer's Developer System, but such key may not be used to deploy the Software on Build Server(s). A License Key obtained with the Floating Build Server License must be requested and used to install Software on Customer's Build Server(s).

(ii)   The Floating License is managed by a License Manager Tool provided by BlackBerry to Customer. Customer must deploy and use the License Manager Tool supplied by BlackBerry to manage its Floating License(s). A single Floating License token is provided in connection with a purchase of each Floating Developer License. Using the License Manager Tool, a single Floating License token can be checked out by a Customer Developer for development activities or the token may be checked out on a Build Server for the duration of a single Build on the Build Server. Every Customer Developer must check out a Floating License token during development activities to be properly "licensed" to access and use SDP, whether such development activities are taking place on Developer System or on a Build Server. Only one Developer may use a Floating License token at any given time. Alternatively, a single Floating License token may be checked out to a single Build on a Build Server onto which the SDP has been installed for the duration of Build.

(iii)   The total number of concurrent Builds on any Build Server deploying SDP plus the total number of Licensed Developers accessing and using the SDP shall not exceed the total number of Floating Licenses purchased.

3.   USE OF SOFTWARE IN A CLOUD COMPUTING ENVIRONMENT ("CLOUD COMPUTING LICENSE")

3.1   Subject to the payment of the applicable fees and the terms and conditions in this Agreement, BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable Cloud Computing License to:

(i)   use the Cloud Target System Image in a Cloud Computing Environment as a Target System;

(ii)   use, produce and distribute Derivative Cloud Target System Images. Customer may only use Derivative Cloud Target System Images created or derived from the Cloud Target System Image that has been provided by BlackBerry;

each of (i) and (ii) only for Development Purposes and only in the Cloud Computing Environment provided by an Authorized Cloud Services Provider. For that portion of the Cloud Target System Image that is "Commercially Released Software", standard Maintenance and Support is included at no additional charge.

3.2   **Specific Restrictions Applicable to Cloud Computing Licenses.** The following requirements, restrictions, and limitations apply:

(i)   In order to use the Cloud Target System Image, Customer must have a valid, supported Developer License;

(ii)   Customer may not use the Software to, or otherwise generate and/or procure an alternative Cloud Target System Image;

(iii)   Customer may only use the Cloud Target System Image in Cloud Computing Environments provided by Authorized Cloud Service Providers and such Authorized Cloud Services Providers may impose additional terms and conditions governing their provision of the cloud services;

(iv)   Customer is responsible for payment of any fees charged by Authorized Cloud Service Providers;

(v)   Customer acknowledges and agrees that BlackBerry shall have no liability with regard to the services provided by Authorized Cloud Service Providers; and

(vi)   BlackBerry reserves the right to terminate the Cloud Computing Environment offering and any associated license at any time in its sole discretion.

3.3   Nothing herein prohibits Customer from using Software in a Cloud Computing Environment provided such use is otherwise licensed herein and is limited to the IDE and other developer tools, including certain compiling, file editing, source modeling, debugging, profiling, and other developer tools.

4.   **SPECIALIZED SOFTWARE LICENSING MODEL.** This section outlines the licenses, requirements, restrictions, and limitations associated with Project Licenses for Specialized Software licensed hereunder. For clarity, all Specialized Software is licensed on a Project License model only.

4.1   **Project License**. If Customer's License Certificate indicates that Customer has obtained a "Project License" for any Specialized Software, then, subject to this Agreement and Customer's payment of all applicable fees, during the License Term (the duration of the relevant Project), BlackBerry grants to Customer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license:

Developer License rights:

(i)   to install the licensed Specialized Software on Developer Systems accessed and used by Licensed Developers, which includes rights to make copies of Specialized Software to follow normal backup and archiving practices for Licensed Developers use;

(ii)   to allow any Licensed Developer to access, use, link and compile the licensed Specialized Software (including Runtime Subsystems and authorized derivative works of Software) on Developer Systems; and

(iii)   to allow any Licensed Developer to deposit the Customer Applications and/or Target Systems developed using the Specialized Software into shared repositories;

Build Server License rights:

(iv)   to install licensed Specialized Software on Build Servers, which includes rights to make copies of Specialized Software to follow normal backup and archiving practices for Build Server use;

(v)   to use licensed Specialized Software in connection with a licensed Build on Customer's Build Servers;

each of (i)-(v) only in accordance with Documentation and solely for Development Purposes and only in connection with a single defined Project per Project License purchased.

Restrictions Applicable to Specialized Software Project Licenses. If Customer's License Certificate indicates that Customer has obtained a "Project License" to Specialized Software, then, the following requirements, restrictions and limitations apply:

(vi)   Each Developer installing, accessing or using the Specialized Software licensed on a Project basis, must have a valid Developer License (either a Named-User Developer License or the Customer Developer must check out a Floating License token to use a Floating Developer License while accessing and using the Specialized Software);

(vii)   Specialized Software may only be installed and used in connection with a Build on Build Servers that have been appropriately licensed, i.e., via a Standard Build Server License, Continuous Integration Build Server License, or Floating Build Server License, as appropriate;

(viii)   If the Customer Project changes scope, i.e. the targeted features or functionality, targeted hardware configuration, and/or targeted Runtime Subsystem configuration of the defined Project is changed, then Customer must purchase additional Project Licenses to cover new or additional Projects. Customer may not transfer or redeploy Specialized Software licenses obtained for one Project to a new or different Project.

4.2   **Additional Requirements Applicable to Safety Certified Specialized Software.**

BlackBerry acknowledges that in the event Customer has purchased a license to safety certified Software that it intends to use such safety certified Software to develop Customer Applications and/or Target Systems that must meet certain functional safety levels. BlackBerry's authorization to use the Software for this purpose is expressly conditional upon:

(i)   Customer's compliance, throughout the development, maintenance and any updating of the Customer Applications and/or Target Systems during its development phases and throughout its life cycle, with all recommendations, requirements and conditions described in the Documentation; and

(ii)   Customer's collection and reporting to BlackBerry, of all information associated with any field defects directly related to the safety certified Software.

5.   **EVALUATION LICENSE/ EARLY ACCESS LICENSE TO EXPERIMENTAL SOFTWARE.**

5.1   **Evaluation License**. For copies of Software delivered free of charge under an "Evaluation License" (as identified in the License Certificate and/or otherwise), *the following shall apply:*

For the evaluation period identified by BlackBerry or its Authorized Reseller (or thirty (30) days if no evaluation period is identified) ("**Evaluation Period**"), Customer may install and use the Software solely to research, test and evaluate the capabilities of the Software, including researching, testing and evaluating the suitability of Software for Customer Application(s) or suitability of Runtime Subsystems for use in Target System(s) and conducting tests or exploratory development or proof-of-concept prototyping of Target Systems. For clarity, this license does not authorize Customer to use the Software in any production environment and does not authorize Customer to develop Customer Applications or Target Systems; a valid Developer License is required for such development activities.

5.2 **Early Access License**. If Customer's License Certificate indicates that Customer has obtained an "Early Access License", then Customer has obtained a no charge Early Access License to Experimental Software under the terms of this Agreement and this Section shall apply. For so long as Customer Developers are consuming a supported Developer License and prior to the commercial release of such Software (if any), Customer may install and use the Experimental Software delivered under an Early Access License solely in support of other licenses granted to Customer herein and for no other purpose. For clarity, a valid supported Developer License is required for any Developer's access to such Software.

5.3 **Limitations and Restrictions Applicable to Evaluation Licenses and Early Access Licenses**. All Software delivered under an Early Access License and/or an Evaluation License, shall be deemed "Software" and subject to all the general restrictions on use, warranty disclaimers and liability limitations stated herein. Notwithstanding any contrary term specified in any other sections of this Agreement, with respect to all Software delivered under an Early Access License and/or an Evaluation License, the following terms apply and override any other term in this Agreement: (a) all such Software is provided "as is" without any warranties, representations or conditions of any kind; (b) Customer shall not be entitled to any Maintenance and Support with respect to such Software and any Upgrades of such Software provided by BlackBerry, are provided at BlackBerry's sole discretion; (c) either Party may terminate the license to such Software with ten (10) days written notice to the other party; and (d) upon termination of the license or expiration of the Evaluation Period or commercial release of such Experimental Software delivered under an Early Access License (as relevant), unless a license to the relevant Software is purchased under a separate Order, Customer shall promptly remove all copies of such Software from its systems, and upon request provide BlackBerry written certification of the same.

6. **LICENSES TO CUSTOM SOFTWARE AND EXPERIMENTAL SOFTWARE.** For copies of Custom Software and for any Experimental Software not delivered under an "Early Access License", the following shall apply: Subject to this Agreement and Customer's payment of all applicable fees, and for as long as Customer owns a valid license to Software under the terms of this Agreement, BlackBerry grants to Customer a non-exclusive, non-transferable license to allow each Licensed Developer to install, access and use the Software strictly in support of the licenses granted to Customer herein and for no other purpose. All Custom Software and all Experimental Software shall be deemed "Software" for purposes of the general restrictions outlined in section 4.1, section 5 (Open Source Software and Third-Party Software), warranty disclaimers, and liability limitations identified in this Agreement.