QNX DEVELOPMENT LICENSE AGREEMENT
(Non-Commercial License)

This QNX Development License Agreement (the "**Agreement**") is a legal agreement between BlackBerry Limited or its affiliate as set forth in subsection 14.5 below ("**BlackBerry**"), on the one hand, and the academic institution (in the case of a multi-user license issued to an academic institution) or the individual developer accessing and using the Software (in the case of a single-user license issued to an individual) (each referred to herein as the "**Developer**," as relevant), on the other hand, regarding access and use of certain Software (as defined below) and Updates (as defined below) for Non-Commercial Purpose(s) (as defined below). Together, Developer and BlackBerry are the "**Parties**" and, individually, a "**Party**".

BY CLICKING ON THE APPROPRIATE BUTTON, CHECKING A BOX, ACCEPTING AN ORDER REFERENCING THESE TERMS OR OTHERWISE INDICATING ACCEPTANCE OF THESE TERMS, OR BY INSTALLING, ACCESSING OR USING THE SOFTWARE, YOU ON BEHALF OF YOURSELF AND ON BEHALF OF THE ACADEMIC INSTITUTION YOU REPRESENT (IN THE CASE OF A MULTI-USER LICENSE) ARE AGREEING TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR IF THE ACADEMIC INSTITUTION YOU REPRESENT (IN THE CASE OF A MULTI-USER LICENSE) DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT COPY, INSTALL, ACCESS OR USE THE SOFTWARE.

1. OVERVIEW.

Under this Agreement, Developer has obtained a license that falls under the "**Non-Commercial License Class**" and therefore, Developer may only use the Software for Non-Commercial Purpose(s) (defined below). There are two main categories of Non-Commercial License Class licenses made available by BlackBerry:

(1) A multi-user license (issued to an academic institution) and used by Developer and its Academic User(s) (defined below) for Non-Commercial Purpose(s). For example, if Developer's License Certificate indicates that Developer has obtained a "Non-Commercial Academic Multi-User License", then the academic institution identified as Developer has obtained a multi-user license for use by its Academic User(s) for Non-Commercial Purpose(s).

(2) A single-user license (issued to an individual Developer) and used by the individual Developer for Non-Commercial Purpose(s). For example, if Developer's License Certificate indicates that Developer has obtained a "Non-Commercial Academic Single-User License" or a "Non-Commercial Hobbyist Single-User License", then the individual Developer has obtained a single-user license for use by the single Developer to whom the License Certificate was issued for Non-Commercial Purpose(s).

The License Certificate issued to Developer will identify the license model relevant to Developer's license and shall dictate the specific license rights and restrictions relevant to the license granted. *For clarity, all licenses that fall under the "Non-Commercial License Class", whether single-user licenses or multi-user licenses, may only be used for Non-Commercial Purpose(s). Any use of the Software for, or in connection with, any commercial undertaking (including developing applications or products for commercial use or distribution or to provide research, development or consulting for a fee or other consideration of any kind) is strictly prohibited and deemed a material breach of the licenses granted herein*.

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

1) 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 and other developer tools, including certain compiling, file editing, source modeling, debugging, profiling, and other developer tools.

2) 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 Developer (and Developer's Academic User(s). where relevant) 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 Developer herein and for no other purpose.

2. CERTAIN DEFINITIONS.

"**Academic User(s)**" as used herein, is only relevant to a multi-user license issued to a Developer, and means the student(s) attending classes at Developer's institution to whom Software is made available under this Agreement, the faculty member(s) of Developer's institution to whom Software is made available under this Agreement, and the Administrator of Developer to whom Software is made available under this Agreement.

"**Administrator**" as used herein, is only relevant to a multi-user license issued to a Developer and means the individual(s) who manage the multi-user license on behalf of Developer and enables access to Software to Academic User(s) on behalf of Developer. For Clarity, Administrators are not relevant to any single-user license such as the "Non-Commercial Academic Single-User License" or a "Non-Commercial Hobbyist Single-User License". In such cases, the License Certificate will be directly issued to the individual Developer.

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

"**Build Server**" as used herein, is only relevant to a multi-user license issued to a Developer, and means a computer instantiation owned or controlled by Developer, whether physical or virtual, containing a specific installation of the Software Development Platform (SDP) or parts thereof (including Runtime Subsystems), and if licensed, other Specialized Software included, for access and use by Academic User(s) for the purposes of generating builds of Non-Commercial Target System image(s) for Non-Commercial Purpose(s).

"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 Non-Commercial Target System in a Cloud Computing Environment.

"**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 System(s)**" means the desktops, laptops or virtual development environments accessed and/or used by Developer (in the case of the single-user license issued to an individual Developer) or the Academic User(s) (in the case of the multi-user license issued to an academic institution). For clarity, use of the Software in a Cloud Computing Environment is subject to certain additional restrictions specified in Exhibit "A".

"**Documentation**" means the standard applicable end user documentation supplied by BlackBerry to Developer (and Academic User(s), as relevant), including any relevant user manuals, operating instructions, installation guides, help files, in printed or electronic form intended for Developer (and any Academic User(s), as relevant) for use with the Software.

"**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.

"**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.

"**License Certificate**" means a QNX license certificate issued by BlackBerry to Developer (directly or through an Administrator in connection with a multiuser license issued to an academic institution), which identifies the Software licensed, the relevant License Term, the License Keys for the Software, and other information needed to access and deploy the Software licensed. Note, no License Certificate will be provided for the Cloud Computing License described in Exhibit "A".

"**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 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, or if no term is identified, one year from the date the License Certificate is provided to Developer.

"**License Parameter(s)**" means any factor that additionally serves as a basis for determining the scope of the license to the Software as identified in the Order, including, as where applicable the total number of Academic User(s) who may access Software under the relevant license.

"**Non-Commercial Application(s)**" means any application or module developed by Academic User(s) (or Developer in a case of a single-user license) using Software into which Runtime Subsystems' headers and/or libraries may be wholly or partially integrated, provided the application is built for Non-Commercial Purpose(s).

"**Non-Commercial Purpose(s)**" means the use the Software by Developer (or the Academic User(s) in a case of a multi-user license) for non-commercial activities, such as academic research, non-profit academic development labs, non-commercial group projects, experimentation, evaluation, and training purposes. This includes use by individual students or faculty licensed as Developers or Academic User(s) where Developer is an academic institution in connection with their research and course work. FOR CLARITY, NON-COMMERCIAL PURPOSE DOES NOT INCLUDE USE TO CONDUCT RESEARCH OR DEVELOPMENT IN OR FOR A COMMERCIAL UNDERTAKING, OR CONDUCTING RESEARCH, DEVELOPMENT OR CONSULTING FOR A FEE OR FOR CONSIDERATION OF ANY KIND OR IN CONNECTION WITH OR IN ASSOCIATION WITH ANY COMMERCIAL UNDERTAKING.

"**Non-Commercial Target System(s)**" means any product, device, component, or system (containing software or software and hardware components) into which (i) Non-Commercial Application(s), (ii) other applications, software, and/or subsystems, and (iii) Runtime Subsystems have been wholly or partially integrated , provided the target system is built for Non-Commercial Purpose(s).

"**Order**" means ordering document(s) exchanged between the parties (including web-based applications made via BlackBerry's Developer Web Portal, any email confirmations from BlackBerry containing the License Certificate and other attachments containing confirmations of the order), which documents individually or collectively, identify Developer (the academic institution, in the case of multi-user license, or the individual, in the case of a single-user license), the Software licensed, the non-commercial license model, the License Term and/or any other relevant License Parameter(s).

"**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).

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

"**Software**" means the BlackBerry software provided to Developer (and/or any Academic User(s) in the case of a multi-user license) which Developer has obtained a license to, which definition shall include any and all computer code delivered by BlackBerry to Developer in whatever form, including, where applicable, the Software Development Platform (SDP) and any Specialized Software made available hereunder, any Updates to the Software made available by BlackBerry to Developer (at its sole discretion), evaluation copies of Software, Experimental Software, Custom Software, and any associated interfaces, Runtime Subsystems, License Keys, installation software (including the Software Center), software delivered as part of any License Manager Tool(s), content, and Documentation where included in or delivered in connection with a license to the specific 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 which is not generally released as Commercially Released Software. Custom Software shall be deemed Experimental Software, unless it has been designated by BlackBerry as stable and labeled as "Official" in the Software Center.

"**Experimental Software**" means any software delivered by BlackBerry that is <u>not</u> 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 Developer, including any Update which is not designated as "Generally Available", "GA", "Stable", or "Official".

"**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.

"**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 Developer 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. DELIVERY. BlackBerry will deliver License Key(s) to Developer for the Software which may be used by Developer (and/or the Administrator in the case of a multi-user license) to enable access the Software licensed hereunder from the Software Center.

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4. LICENSE; RESTRICTIONS.

4.1 LIMITED NON-COMMERCIAL LICENSE. Subject to this Agreement, during the License Term, BlackBerry grants to Developer, under BlackBerry's Intellectual Property Rights, a non-exclusive, non-transferable license to allow Developer (and the Academic User(s) in the case of a multi-user license) to:

    (i) install the Software on Developer System(s), which includes rights to make copies of Software to follow normal backup and archiving practices for Developer's (and the Academic User(s)', in the case of a multi-user license) use;

    (ii) install the Software on Build Servers owned or controlled by Developer (in the case of Non-Commercial Academic Multi-User License issued to a Developer that is an academic institution only);

    (iii) access, use, link and compile the Software (including Runtime Subsystems and authorized derivative works of Software) on Developer Systems solely in order to develop, evaluate, research, experiment with, test, debug, profile, maintain, support, demonstrate and discuss uses of Non-Commercial Applications and/or Non-Commercial Target System(s), which includes rights to modify the Software supplied as Source Code and to install and use Runtime Subsystems on or in connection with the Non-Commercial Applications and/or Non-Commercial Target System(s) developed; and

    (iv) access, use and/or install the Software Center (and any content BlackBerry makes accessible through the Software Center) strictly in support of the licenses granted to Developer herein and for no other purpose;

each of **(i)-(iv)** only in accordance with Documentation and solely for Non-Commercial Purpose(s). The underlying software delivered as part of the Software Center shall be deemed "Software" for purposes of the general restrictions outlined in section 4.6, 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.

4.2 SPECIFIC REQUIREMENTS AND RESTRICTIONS WITH RESPECT TO THE NON-COMMERCIAL LICENSE. In addition to the other general restrictions identified in this Agreement, Developer agrees to comply with the following specific requirements, restrictions and limitations:

    4.2.1 Developer (and Developer's Academic User(s), if any) will conform their use to the use cases identified in the application submitted to BlackBerry (through a web interface or otherwise). If additional academic or non-commercial use cases are relevant, Developer will initiate a new application and submit the same to BlackBerry for approval.

    4.2.2 At no time, during or after the expiration or termination of this Agreement, may any Non-Commercial Applications and Non-Commercial Target System(s) developed using the licenses granted herein be commercialized in any way or otherwise licensed, sold or transferred in any manner to end users or commercial entities for any payment or consideration, or used in connection with delivering services for pay or for any other consideration.

    4.2.3 If the License Certificate delivered identifies that Developer has obtained a single-user license, then the License Key provided by BlackBerry may only be used to install Software on a single Developer System used by the individual Developer licensed.

    4.2.4 If the License Certificate delivered identifies that Developer has obtained a multi-user license (as in the case where the License Certificate indicates that developer has obtained a" "Non-Commercial Academic Multi-User License"), the following terms shall apply: Developer may assign Academic User(s) to access and use the Software and allow Academic User(s) to install Software on Academic User's Developer System(s) in support of the license granted herein, provided all such use of the Software by the Academic User is solely for Non-Commercial Purpose(s). Developer may also install the Software on Build Servers owned or controlled by Developer (the academic institution licensed) in support of the license granted herein, provided all such use of the Software by Academic User(s) is solely for Non-Commercial Purpose(s). For clarity, in each instance, the Administrator may only enable access and use the Software by the Academic User(s) for Non-Commercial Purpose(s) in connection with the use case described in the application. Developer understands and agrees that it will be responsible to ensure that the Academic User(s) access to and use of the Software complies with the requirements, restrictions and limitations identified herein and in the use case described in the application.

    4.2.5 Developer may not develop (and may not authorize any Academic User(s) to develop) any Non-Commercial Application(s) or Non-Commercial Target System(s) that could be deemed a High-Risk Application, unless written consent has been obtained from BlackBerry in advance.

    4.2.6 Except as otherwise authorized herein, Developer may not, and may not authorize any Academic User(s) to use the Software in a Cloud Computing Environment.

4.3 EARLY ACCESS LICENSE TO EXPERIMENTAL SOFTWARE.

    4.3.1 Early Access License. If Developer's License Certificate indicates that Developer has obtained an "Early Access License", then Developer has obtained a no charge Early Access License to Experimental Software (e.g. Software labeled as "Experimental", "Alpha", "Beta" in the Software Center) under the terms of this Agreement and this Section shall apply. From the date of delivery and prior to the commercial release of such Software (if any), Developer may install and use the Experimental Software delivered under an Early Access License solely in support of other licenses granted to Developer herein and for no other purpose.

    4.3.2 Limitations and Restrictions Applicable to Early Access Licenses to Experimental Software. All Software delivered under an Early Access 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 Experimental Software delivered under

an Early Access 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) 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 written notice to the other party; and (d) upon termination of the license or commercial release of such Experimental Software delivered under an Early Access License, unless a license to the relevant Software is purchased under a separate Order, Developer shall promptly remove all copies of such Software from its systems, and upon request provide BlackBerry written certification of the same.

4.4 LICENSES TO CUSTOM SOFTWARE AND EXPERIMENTAL SOFTWARE NOT DELIVERED UNDER AN EARLY ACCESS LICENSE. For copies of Custom Software and for Experimental Software not delivered under an "Early Access License", the following shall apply: Subject to this Agreement, and for as long as Developer owns a valid license to Software under the terms of this Agreement, BlackBerry grants to Developer a non-exclusive, non-transferable license to allow each Developer to install, access and use the Software strictly in support of the licenses granted to Developer herein and for no other purpose. All Custom Software and any Experimental Software which is not delivered under an "Early Access License" shall be deemed "Software" for purposes of the general restrictions outlined in section 4.6, warranty disclaimers, and liability limitations identified in this Agreement. For clarity, no warranties, representations or conditions of any kind are provided under this Agreement for Custom Software and Experimental Software.

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

    4.5.1. Developer Web Portal. Developer (and Developer's Academic User(s), as relevant) will be provided access to the Developer Web Portal. Developer and Developer's Academic User(s), as relevant) understand and agree that 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, Developer agrees to such terms.

    4.5.2. License Manager Tool(s). BlackBerry will provide Developer (and Developer's Administrator, as relevant) access to certain licensing management tools which may assist Developer in the management of its licenses. Using the License Manager Tool(s), Developer can view its licenses and deploy licenses to Academic User(s) (for multi-user licenses only) and/or Build Servers, transfer licenses as permitted, add or remove Academic User(s) (for multi-user licenses only), and perform other license management tasks. Developer is required to use the License Manager Tool(s) made available to Developer 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 4.6, 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.

4.6 GENERAL RESTRICTIONS AND REQUIREMENTS APPLICABLE TO ALL SOFTWARE AND ALL LICENSES GRANTED HEREUNDER. With respect to any Software licensed by BlackBerry to Developer under this Agreement the following applies. Except as otherwise expressly permitted under this Agreement, Developer shall not (and shall not authorize or permit any third party (including any Academic User) 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 Developer or Developer's Academic User(s), as relevant; (c) 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; (d) modify any Software delivered in binary code; (e) 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; (f) 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; (g) distribute, sell, license or otherwise provide the Software to third parties; (h) 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; (i) 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; (j) disable or circumvent any access control or related device, process or procedure established with respect to the Software; (k) alter, cover or remove any proprietary or licensing notices or legends contained on or in the Software; (l) share License Certificates, License Keys or passwords to Developer Web Site with third parties or (m) allow any competitor of BlackBerry to access or use or evaluate the Software or use the Software 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. In the case of a multi-user license issued to Developer, Developer agrees that it is liable and responsible for any action or inaction of Academic User(s) which is in violation of the terms of this Agreement, and Developer agrees that any action or inaction by any Academic User(s) shall be deemed to be an action or inaction by Developer.

5. OPEN SOURCE SOFTWARE AND OTHER 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 is also 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. Before using any of the software (including any Updates) included in the QNX Product Portfolio, Developer 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 Non-Commercial Applications and/or Non-Commercial 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, Developer understands and agrees that is the Developer'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 Non-Commercial Application and/or Non-Commercial 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. Developer 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. Developer'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. NO MAINTENANCE AND SUPPORT. Neither Developer, nor any Academic User (where relevant) is entitled to any maintenance or support in connection with a Non-Commercial License. Any support or Updates made available by BlackBerry to Developer (or to any Academic User, where relevant) are provided "AS IS" and at BlackBerry's sole discretion.

7. TERM; TERMINATION.

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

7.2 TERMINATION. This Agreement and licenses granted hereunder may be terminated by either Party upon written notice to the other Party.

7.3 EFFECT OF TERMINATION. Upon expiry or 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 Developer under this Agreement shall immediately terminate and Developer shall not be entitled to any refund or credit;

7.3.2 Developer 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 Developer and, on BlackBerry's request, confirm the same in writing; and

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 Developer, without notice to Developer.

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: Section 2 (Certain Definitions), Section 4 (license restrictions stated only), Section 5 (Open Source Software and Other Third-Party Software), Section 7 (Term; Termination), Section 8 (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. COMPLIANCE; AUDIT. BlackBerry may monitor Developer's use (and any Academic User(s) use) of the Software to determine compliance with this Agreement. Within thirty (30) days of BlackBerry's written request, Developer will provide BlackBerry a report, which 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. Developer will maintain accurate records regarding access and use of Software by Developer (and any Academic User(s), as relevant) 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 Developer's access and use (and any Academic User(s) access and use) of the Software, including review of any Non-Commercial Applications and/or Non-Commercial Target System(s) developed. Any use of the Software beyond the use rights and restrictions stated herein shall be deemed to be a material breach of this Agreement.

9. OWNERSHIP.

9.1 BLACKBERRY INTELLECTUAL PROPERTY. Notwithstanding anything else herein, Developer acknowledges and agrees that that all Software delivered to Developer is licensed under these terms and not sold. The Software is protected by intellectual property laws, both locally and internationally. Developer 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 by whomever made or elements of the Software embodied in derivative works created by Developer (or any Academic User) and any translation, modification, or other derivative work). Developer agrees that neither Developer nor any Academic User(s) (as relevant) shall 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 Developer (and any Academic User) to BlackBerry regarding the Software ("**Feedback**")

shall be owned by BlackBerry and Developer (and each Academic User) 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 by this License, 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 Developer (or to any Academic User), and Developer understands and agrees that BlackBerry trademarks or service marks may not be applied to Developer's (or to any Academic User's) products, goods or services without the express written permission of BlackBerry. No implied Licenses are granted herein.

9.2 DEVELOPER INTELLECTUAL PROPERTY. As between the parties, subject to all underlying rights of BlackBerry and its licensors in the Software and any embedded third-party Intellectual Property Rights, including Runtime Subsystems and its derivatives, 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 Developer (or any Academic User) pursuant to the licenses granted in this Agreement (e.g. Non-Commercial Applications and/or Non-Commercial Target System(s)) will be owned and retained by Developer (or the Academic User, as relevant).

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 BlackBerry (and/or, if BlackBerry is bound to protect the confidentiality of any third-party information, of a third party) which is provided by or made available by BlackBerry, either directly or indirectly through third parties, to Developer (or any Academic User) 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 technology information (including but not limited to Source Code, algorithms, formulae, methods and processes), the disclosure of which to unauthorized third parties could cause BlackBerry to suffer a significant loss of competitive and/or commercial advantage in its markets. Developer agrees 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 Developer (and/or the Academic User(s) or Administrator) shall be deemed the Confidential Information of BlackBerry. Notwithstanding the foregoing, Confidential Information shall not include information which becomes publicly available without fault of Developer or any Academic User or Administrator.

10.2 DUTIES. Developer agrees that Developer shall not (and shall not permit any third party including any Academic User or Administrator to): (i) disclose BlackBerry's Confidential Information to any third party and (ii) use the Confidential Information, except to exercise rights granted to Developer hereunder. Developer shall treat all Confidential Information 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. Developer shall store any copies of Software Source Code on computers and/or networks that are secured by controls employed by Developer for materials reasonably considered to be Trade Secrets or otherwise highly confidential. Developer agrees to provide written notice to BlackBerry 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 REMEDIES. Developer acknowledges that a breach of this Agreement adversely affecting BlackBerry's Intellectual Property Rights (e.g. in the Software or Confidential Information) may cause irreparable harm or injury to BlackBerry for which there may be no adequate remedy at law, and that under such circumstances, BlackBerry shall be entitled to equitable relief by injunction or otherwise in any court having jurisdiction, without the obligation of posting any bond or surety.

10.4 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon termination or expiration of this Agreement or promptly upon request, Developer will return all Confidential Information of BlackBerry (together with any copies thereof), or, at the option of the BlackBerry, provide written certification of the destruction thereof.

10.5 SURVIVAL. Developer's duties with respect to Confidential Information under Agreement shall continue after the termination or expiration of this Agreement.

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 GENERAL DISCLAIMERS. 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 NON-COMMERCIAL APPLICATIONS, NON-COMMERCIAL TARGET SYSTEM(S), CONTENT, OR OTHER SYSTEMS OR NETWORKS SHALL BE FREE FROM LOSS OR CORRUPTION OR 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, DEVELOPER ACKNOWLEDGES AND AGREES THAT WHERE THE SOFTWARE IS DESIGNED TO INTEROPERATE WITH OR FACILITATE DEVELOPER'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 DEVELOPER IDENTIFIES WITH THE SOFTWARE.

11.3 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 DEVELOPER STRICTLY ON AN "AS IS" BASIS, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. IN NO EVENT WILL BLACKBERY, 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.

11.4 SPECIFIC DISCLAIMERS WITH RESPECT TO NON-COMMERCIAL APPLICATIONS AND NON-COMMERCIAL TARGET SYSTEM(S) (INCLUDING HIGH RISK APPLICATIONS). DEVELOPER ACKNOWLEDGES THAT AS BETWEEN THE PARTIES, DEVELOPER IS SOLELY RESPONSIBLE AND LIABLE FOR ANY FAILURES IN THE OPERATION, PERFORMANCE, RELIABILITY OF NON-COMMERCIAL APPLICATIONS AND/OR ANY NON-COMMERCIAL TARGET SYSTEM(S) DEVELOPED USING THE SOFTWARE AND FOR ANY BODILY INJURY, PROPERTY DAMAGE OR ANY OTHER INJURY OR DAMAGE CAUSED BY OR ASSOCIATED WITH NON-COMMERCIAL APPLICATIONS AND/OR NON-COMMERCIAL TARGET SYSTEM(S) DEVELOPED USING 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 NON-COMMERCIAL APPLICATION OR NON-COMMERCIAL TARGET SYSTEM (INCLUDING ANY HIGH RISK APPLICATION) IS DONE AT DEVELOPER'S SOLE RISK AND LIABILITY. DEVELOPER, NOT BLACKBERRY, IS SOLELY RESPONSIBLE AND LIABLE TO TEST AND IDENTIFY ANY ISSUES WITH RESPECT TO NON-COMMERCIAL APPLICATIONS AND NON-COMMERCIAL TARGET SYSTEM(S) DEVELOPED (INCLUDING RUNTIME SUBSYSTEMS INCLUDED AS PART OF NON-COMMERCIAL APPLICATIONS AND NON-COMMERCIAL TARGET SYSTEM(S)). BLACKBERRY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR SOFTWARE USE IN CONNECTION WITH ANY HIGH-RISK APPLICATIONS.

12. INDEMNITY. Developer 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 Developer or Developer's Academic User(s) or (b) any Non-Commercial Application and/or Non-Commercial Target System developed. BlackBerry shall give Developer prompt written notice of any claim or proceeding. If BlackBerry has requested Developer to defend a claim or proceeding: (i) BlackBerry may at its option and expense participate in its defense or settlement; (ii) Developer 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 Developer cannot or may not be able to fulfill its obligations under this subsection (a), then, without limiting Developer's obligations hereunder, BlackBerry shall be entitled to provide Developer 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 DEVELOPER AND ACADEMIC USER(S), HEREBY WAIVE ALL OF THE FOLLOWING DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR ANY RELATED SERVICES, NON-COMMERCIAL APPLICATIONS OR NON-COMMERCIAL TARGET SYSTEM(S) 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 DEVELOPER OR ACADEMIC USER(S) FURNISHED GOODS, SOFTWARE, SERVICES OR CONTENT; AND

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BLACKBERRY TO DEVELOPER, ACADEMIC USER OR TO ANY THIRD PARTY CLAIMING THROUGH THEM FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT EXCEED ONE HUNDRED U.S. DOLLARS ($100.00); AND

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 Developer (and the Academic User, where relevant) and the systems used by Developer (and the Academic User, where relevant) ("**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 Developer and BlackBerry relating to Software provided by or on behalf of BlackBerry.

14.2 PRIVACY. To the extent Developer's (and the Academic User's, where relevant) 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 Developer (and the Academic User's, where relevant) by BlackBerry and/or any of its affiliates and their service providers, such information will be Processed in compliance with in 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. Developer represents and warrants, on its own behalf and on behalf of its Academic User's where relevant, that it has obtained all necessary consents to such Processing, including collection of Developer's and Academic User's personal information as required for the use of the Software or services as contemplated in this Agreement.

14.3 PRESERVATION OF RIGHTS. DEVELOPER (AND ACADEMIC USER(S)) AGREE 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. DEVELOPER AGREES THAT DEVELOPER WILL NOT, AND WILL NOT ASSIST, PERMIT OR ENABLE ANY OTHER PARTY (INCLUDING ANY ACADEMIC USER 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, DEVELOPER ALSO AGREES THAT DEVELOPER WILL NOT, AND WILL NOT ASSIST, PERMIT OR ENABLE ANY OTHER PARTY (INCLUDING ANY ACADEMIC USER OR AFFILIATE) 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 Order is issued by BlackBerry to Developer and Developer'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 Order is issued by QNX Software Systems Limited to Developer: "**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. 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 Developer's (or any Academic User's) 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. Developer agrees that the Software shall not be exported, imported, used, transferred, or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities. Developer represents and covenants that: (i) Developer (and each Academic User) is eligible to receive and/or access the Software under applicable law; and (ii) Developer shall ensure that Developer's (and each Academic User's) receipt and use of and/or access to the Software 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 Developer. Developer 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 Developer, at the address supplied to BlackBerry by Developer 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 Developer to BlackBerry for delivery of the License Certificate, which shall be effective and deemed delivered when transmitted, and if Developer 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 Developer (and Developer Administrator, where relevant) should regularly visit the site to review such notices.

14.12 THIRD-PARTY BENEFICIARIES. The provisions of this Agreement are for the benefit of Developer 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, 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 any services delivered by Blackberry to Developer. 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 Developer 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 Developer (and Developer Administrator, where relevant) should regularly visit the site to review the most current version of this Agreement. Developer agrees that Developer's (or its Academic User's) continued use of the Software after the changes becomes effective shall constitute Developer'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 Developer'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.

BB_QNX_Development_License_Non-Commerical_License_Class_v2_2023-01-26

Exhibit A

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

1.1 Subject to the payment of the applicable fees to the Authorized Cloud Service Provider(s) and the terms and conditions in this Agreement, BlackBerry grants to Developer (and/or Academic User(s) in the case of a multi-user license), 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 Non-Commercial Target System;

   (ii) use, produce and distribute Derivative Cloud Target System Images. Developer 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. No Maintenance and Support is included.

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

   (i) In order to use the Cloud Target System Image and/or Derivative Cloud Target System Image, Developer (and/or Academic User(s) in the case of a multi-user license) must have at least one valid Developer License and at least one valid Project License for those products licensed on a project basis (in the case where Developer intends to use the Cloud Target System Image that is based on a product licensed on a project basis);

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

   (iii) Developer and/or Academic User(s) may only use the Cloud Target System Image and/or Derivative 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) Distribution of the Derivative Cloud Target System Image is only allowed by sharing privately on an Authorized Cloud Services Provider's site and not through a public listing or otherwise;

   (v) Developer is responsible for payment of any fees charged or collected by Authorized Cloud Service Providers;

   (vi) Developer acknowledges and agrees that BlackBerry shall have no liability with regard to the products and/or services provided by Authorized Cloud Service Providers; and

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

Nothing herein prohibits Developer and/or Academic User(s) 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.