

Maintenance & Support Policy

(Commercial License)

BACKGROUND. This Maintenance & Support Policy outlines the standard Maintenance and Support services which BlackBerry delivers to its customers who are entitled to receive its standard Maintenance and Support offering. All capitalized terms used herein shall have the meaning set forth in the Development License Agreement (Commercial License) ("Agreement"), unless otherwise defined herein. This Maintenance & Support Policy is incorporated by reference into the Agreement.

SUPPORT FEES. If Customer has purchased a subscription license to the Software, standard Maintenance & Support services are included at no additional charge, otherwise delivery of Maintenance and Support services described herein is subject to Customer's payment of the applicable support fees outlined in the relevant Order. All support fees are due in advance and are non-refundable. No credits will be provided. BlackBerry reserves the right to withhold standard Maintenance & Support if Customer has not paid appropriate support fees.

SUPPORT TERM. For any subscription license purchased to the Software, the support term shall continue for the entire duration of the subscription and, in all other cases, the support term is limited to the term for support identified in the relevant Order (each a "**Support Term**").

MAINTENANCE. During the applicable Support Term, BlackBerry will provide Customer with access to Updates (if any) to the Commercially Released Software that are released during the relevant Support Term and made generally available to all other BlackBerry customers whom are entitled to receive Maintenance and Support.

SUPPORT SERVICES. During the applicable Support Term and during standard Support Hours (outlined below), Customer will be entitled to the following support services for the Commercially Released Software:

- (a) Access to "Help-Desk Services" to respond to questions regarding installation, configuration or use of the Software, including questions regarding the functionality and behavior of specific files included within the Software,
- (b) verification that errors reported are Confirmed Errors (defined below) in Software,
- (c) provision of work-arounds and/or fixes for Confirmed Errors in the current release of the Commercially Released Software (as part of a patch, new release or otherwise) where deemed appropriate by BlackBerry in its reasonable discretion. (Note: If Customer is seeking to accelerate fixes to the supported Commercially Released Software according to Customer directed priorities or to request a fix to a specific prior version released, then Customer may purchase add-on services under a separate agreement.)
- (d) submission of problem reports for Confirmed Errors that do not have a current work-around and/or fix .

STANDARD SUPPORT HOURS. BlackBerry's Standard support business hours are Monday to Friday excluding standard holidays at the relevant support office: North America: 9:00 A.M. – 5:00 P.M. ET Germany: 9:00 A.M. – 5:00 P.M. CET Asia: 9:00 A.M. – 5:00 P.M. JST.

KNOWLEDGE BASE. BlackBerry maintains a knowledge base for its customers who are entitled to Maintenance and Support (currently located at <http://www.qnx.com/support/knowledgebase.html>). Commonly reported issues, information, work arounds, patches and/or fixes relating to any Confirmed Errors may be reported by BlackBerry in BlackBerry's Knowledge Base. During the Support Term, Customer may access the Knowledge Base and obtain any such information, work arounds, patches and/or fixes made available. Customers that have not paid for or otherwise entitled to receive Maintenance and Support may not access the knowledge base.

LOGGING A SUPPORT ISSUE; SUPPORT TICKET. Customer may log, document and report any suspected errors or malfunctions of the Software to BlackBerry via BlackBerry's support portal using BlackBerry's case tracking system. BlackBerry will acknowledge the reported issue with a support ticket ("**Support Ticket**") and, where deemed appropriate assign appropriate resources to resolve any Confirmed Error. A "**Confirmed Error**" is defined as any failure of the Software to meet BlackBerry's specifications for the Software outlined in the relevant Documentation.

CUSTOMER OBLIGATIONS. To help BlackBerry start working on a solution, BlackBerry requests that Customer provide the information reasonably requested by BlackBerry (including information requested in questionnaires presented at the support portal as part of logging a support issue). For example, where Customer is requesting a resolution of a Confirmed Error in Commercially Released Software, Customer may be asked to provide the following information:

- A synopsis that briefly and accurately describes the issue.
- A detailed description of the issue, with its symptoms and characteristics.
- The specific hardware and the software versions Customer is using.
- Syslog files, core files, system logger (slog) files, and any error files that may have been produced at the time the problem occurred.
- The test case that appears to have triggered the issue (the test case should provide exact steps to reproduce the problem accurately and isolate it as much as possible to a specific source area. If a test case that is too broad, or if no test case is provided, then additional efforts and investigation is required).

Customer understands that it is in Customer's best interest to isolate the problem as much as possible prior to opening a support ticket. If Customer is reporting multiple issues, BlackBerry requests that Customer submit separate cases and provide all the relevant information for each, as described above.

OPEN SOURCE SOFTWARE. Notwithstanding anything else herein, with respect to any third party Open Source Software delivered to Customer together with the Commercially Released Software and any errors identified by BlackBerry or Customer which are caused by or included in such Open Source Software, BlackBerry agrees to use reasonable commercial efforts to: (a) identify the source of the error and (b) work with Customer (and where practical and necessary the third Open Source licensor) to outline potential resolution. As part of such efforts, BlackBerry may (i) submit a fix if there is an issue with BlackBerry port of the Open Source Software, (ii) provide a work around or circumvention that solves the issues being experienced with such Open Source Software; (iii) suggest use of older or different versions of the Open Source Software that does not cause the error; (iv) explore other replacement Open Source Software or technology to replace the non-functioning Open Source Software; and/or (v) outline some other resolution.

EXCLUSIONS. The Maintenance and Support obligations included herein apply only to Confirmed Errors found in Commercially Released Software (including all prior releases of Commercially Released Software unless and until the prior release is designated as EOL Software). Standard Maintenance and Support does not include support for Experimental Software or for Custom Software. BlackBerry shall not be responsible for any errors in Software that cannot be reproduced by BlackBerry on unmodified versions of Software on a supported platform (e.g. referenced development host platform or referenced board support package). Standard Maintenance and Support does not include on-site support, training, customer support, implementation or any other consulting services which may be separately purchased as add-on services under a separate professional services agreement. BlackBerry shall not be responsible for errors found in or caused by: (a) any Third-Party Items, including any Third-Party Commercial Software, firmware, hardware, or for information or memory data contained in or stored on third party products or services; (b) for integrations or linkages or technical interfaces with third-party data providers that are not within BlackBerry's control; (c) changes to Customer's internal security policies that adversely affect the Software; (d) browser or operating system changes outside of BlackBerry's control; (e) any non-conformance caused by unauthorized, misuse of the Software; (f) use of the Software not in accordance with the Documentation; or in violation of the terms of use identified in the Agreement, or use other than for the specific purpose for which the Software was designed; (g) failures due to Customer, Customer Affiliates or Customer's Developers, or their respective network, connections, infrastructure, equipment or hardware; (h) use of Software on unsupported platform, software, equipment, hardware, or devices; (i) modifications or alterations to the Software, to the extent error is caused by the modification or alteration; or (j) Customer's use of unsupported Software. BlackBerry may to cease to provide Standard Maintenance & Support for the Software upon twelve (12) months prior notice.

CHANGES. BlackBerry may make changes to this policy with thirty (30) days' notice to Customer (via the support portal or otherwise).

OTHER PROFESSIONAL SERVICES. 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. Contact an authorized BlackBerry sales representative for more information (see <http://www.qnx.com/company/contact/>) about these other services agreements.

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