

**QNX(R) RUNTIME BUNDLE LICENSE
AGREEMENT FOR SOFTWARE DEVELOPMENT
PLATFORM 7.1**

BACKGROUND. This Runtime Bundle License Agreement ("**RBLA**"), together with the other terms and conditions of the QNX Development License Agreement posted at: http://www.qnx.com/commercial_qdl or an alternative negotiated and signed development license agreement ("**QDL**") which has been entered into between the Customer and the relevant BlackBerry entity identified in the QDL ("**BlackBerry**") authorizes Customer to distribute copies of certain Runtime Components of Software as part of your Target System, provided that Customer first purchases corresponding Runtime Bundle License Certificate(s) (as defined below) for the number of copies of the Runtime Configurations Customer requires, and then signs and returns copies of each Runtime Bundle License Certificate to BlackBerry.

FOR CLARITY AND NOTWITHSTANDING ANYTHING ELSE HEREIN, CUSTOMER HAS NO RIGHTS UNDER THIS RBLA UNLESS AND UNTIL CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THE QDL AND RBLA AND CUSTOMER PURCHASES AND RETURNS SIGNED COPIES OF RUNTIME BUNDLE LICENSE CERTIFICATES TO BLACKBERRY.

This RBLA, and all signed and returned Runtime Bundle License Certificates, are incorporated into the QDL solely for the purposes of this RBLA. The provisions of this RBLA will prevail in the event of a conflict between any of its provisions and the QDL.

TERMS AND CONDITIONS.

1. **DEFINITIONS.** All defined terms in the QDL will have the same meanings in this RBLA. The following defined terms are added to this RBLA and will have the same meanings throughout the RBLA.

"**EULA**" means a properly completed version of the sample BlackBerry End User License Agreement provided in Appendix I (Form of BlackBerry Pass-through EULA for Target Systems) of this RBLA.

"**Order**" means for the purpose of this RBLA any order placed with BlackBerry (or its Authorized Reseller) for licenses to reproduce and distribute Runtime Components of the Software as part of Target System and/or Customer Application. "Runtime Component" is the lowest granularity part of the Software that can be distributed as part of Target System and/or Customer Application and it consists of one or more Runtime Subsystems.

"**Runtime Configuration**" means a specific set of Runtime Components identified in a Runtime Bundle License Certificate and must consist of only Commercially Released Software.

"**Runtime Bundle License Certificate**" means a uniquely serialized certificate issued by BlackBerry that is provided to Customer in hard copy or in electronic form by BlackBerry or by one of its Authorized Resellers, or pursuant to the applicable provisions of the QDL, that authorizes the creation of a specific number of copies of the Runtime Configuration identified therein.

2. **DISTRIBUTION LICENSE.** Notwithstanding the restrictions in the QDL associated with any distribution of or commercialization of the Software (including any Software components), if Customer has purchased a license for reproduction and distribution of Runtime Components as evidenced by the delivery of a Runtime Bundle License Certificate from BlackBerry, then subject to the terms and conditions herein, including the return of the signed copy of the Runtime Bundle License Certificate and Customer's payment when due of all applicable license fees specified on BlackBerry's (or its Authorized Reseller's) invoice for the Runtime Bundle License Certificate(s) Customer has purchased ("**Runtime Bundle License Certificate Invoice**"), which is hereby

incorporated into this License, BlackBerry hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable and indivisible license for the following specific activities and purposes to:

- (a) reproduce, as an integral part of or solely for use in Target Systems, up to the aggregate total number of copies of Runtime Configurations expressly authorized by Customer's Runtime Bundle License Certificate(s), for the purpose of manufacturing and distributing Target Systems. Note that some Target Systems may require more than one Runtime Configuration license (e.g., Target Systems may contain multiple processors, each running a separate copy of the same Runtime Configuration or different Runtime Configurations);
- (b) reproduce, as part of the Target System backup media (if any), to be shipped with the Target System, a second copy of the Runtime Configuration for each copy authorized under Section 2(a) solely for use for Target System back-up purposes (i.e., not for productive use, such as in a redundant system);
- (c) distribute Runtime Configuration copies made under Sections 2(a) and 2(b) directly or indirectly to end users as part of and only for use in association with Target System subject to the terms and conditions of the EULA; and
- (d) adopt and reproduce (as provided in Sections 2(a) and 2(b)), and to distribute (as provided in 2(c), or pursuant to secure downloads, only to authorized end users for use in licensed Target Systems) object code copies of: (i) patches, solely for the purpose of adopting error corrections for use in new and existing Target Systems; and (ii) Updates, to the extent permitted pursuant the QDL.

In addition to the restrictions and prohibited activities stated in the QDL, Customer is not authorized to distribute any Software in Source Code form, except for software based on script based languages identified as redistributable in the applicable Notice File and open source software contributions, that form part of Customer's Runtime Configuration.

CUSTOMER'S SOFTWARE DISTRIBUTION RIGHTS UNDER THIS RBLA ARE LIMITED TO THE NUMBER OF COPIES OF RUNTIME CONFIGURATION SOFTWARE COMPONENTS EXPRESSLY AUTHORIZED BY RUNTIME BUNDLE LICENSE CERTIFICATES CUSTOMER HAS PRE-PURCHASED DIRECTLY FROM BLACKBERRY OR ITS AUTHORIZED DISTRIBUTOR OR RESELLER.

3. **OTHER THIRD PARTY LICENSING CONSIDERATIONS.** As outlined in the QDL, certain Software (including Runtime Components) have additional distribution terms and conditions due to pass-through requirements imposed by third party proprietary technologies they contain, and (including as relevant third party open source software contributions that they contain). Please See QDL for additional information.
4. **HIGH RISK APPLICATIONS.** If Customer distributes, or allows others to distribute, any Runtime Component for use in or as a part of any Target Systems which may be deemed a High Risk Application (as defined in the QDL), then, Customer will maintain the following insurance for a period of 3 years after Customer's (or its channel partners') last distribution of the High Risk Application: Product Liability insurance and Professional Liability insurance in a form appropriate for the development, distribution, use and maintenance of Target Systems of the type being developed by Licensee, in each case having a minimum liability limit of US\$10,000,000 per claim and in the aggregate ("**Insurance Policies**"). The Insurance Policies must be placed with an insurer with an AM Best's rating of A- or better. The Insurance Policies must:
 - i) name BlackBerry as an Additional Insured;
 - ii) provide a Waiver of Subrogation in favour of BlackBerry, and
 - iii) be primary and non-contributing insurance policies.

Customer will provide BlackBerry with a minimum thirty (30) days' notice of cancellation, non-renewal, or material change of any of the Insurance Policies. Breach of this Section by Customer will be considered a material breach of this Agreement giving rise to BlackBerry's right to terminate for cause.

5. **SUBCONTRACTORS & DISTRIBUTORS.** Provided that Customer will remain responsible to BlackBerry at all times for the full performance of and compliance with all terms and conditions of the QDL and this RBLA, Customer may: (i) authorize subcontractors who have been retained by Customer to manufacture Target Systems on Customer behalf to exercise Customer's rights under Section 2(a), 2(b) and 2(d) on Customer's behalf, and (ii) sublicense Customer's rights under Section 2(c) to third party distributors in Customer's indirect distribution channel. All acts or omissions of Customer's subcontractors and distributors in relation to the terms and conditions of this RBLA will be deemed to be Customer's acts or omissions.
6. **EULA.** Customer must ensure that end users are presented with a properly completed version of the EULA, as provided in Appendix I of this RBLA, in a manner that follows the formalities necessary to make the terms and conditions enforceable under local laws for the countries in which the end users accepting the EULA reside. Notwithstanding the foregoing, Customer may distribute the Runtime Configuration without a EULA if: (i) Customer does not, itself, distribute a EULA to end users because it contrary to industry norms and would be commercially impractical; (ii) Customer exercises the same level of care that it uses in respect of its own parts of the Target System software, but not less than reasonable care, to: (a) protect BlackBerry's (and its licensors') rights in the Runtime Configuration by regulating and monitoring the manner in which Target Systems are distributed and updated; (b) protect the Runtime Configuration from being reproduced, modified, decompiled, disassembled, or otherwise reverse engineered; (c) minimize the potential liability of BlackBerry (and its licensors) in respect of any claim, suit or action commenced or maintained by any third party in respect of a customer's use or inability to use the Target System; and, (iii) Customer provides BlackBerry with reasonable assistance to enforce its rights (and those of its licensors) in the Runtime Configuration, including promptly advising BlackBerry of any Runtime Configuration intellectual property infringement of which it becomes aware.
7. **TARGET SYSTEM SUPPORT.** Customer is responsible for all Target System design, development, testing, distribution, support, maintenance, and updating. BlackBerry offers support for Software as described in and subject to the terms and conditions of the QDL. Custom engineering and enhanced support offerings are also available subject to additional terms and at additional cost.
8. **COMPLIANCE WITH LAWS.** Customer will comply with all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with Customer's (and its subcontractor's and distributor's) activities pursuant to this RBLA, including without limitation any import or export licenses required pursuant to the QDL and applicable law.
9. **PRESERVATION OF RIGHTS.** When distributing Target Systems and associated Runtime Components to any agency, department or unit of any government or quasi-government authority, Customer will take all actions and precautions consistent with the QDL requirements and all applicable laws and regulations specifically governing licensing to such entities to preserve and protect all ownership and other rights of BlackBerry and its licensors in the Software.
10. **RECORDS & AUDITS.** Customer will maintain accurate records regarding all of Customer's direct and indirect copying and distribution activities conducted pursuant to this RBLA for a period of six (6) years after the end of the year to which they relate. BlackBerry may request reports and conduct audits in order to confirm the number of copies of Software created (by Target System), the number of Target Systems shipped, and compliance with the terms and conditions of the RBLA, QDL, and Runtime Bundle License Certificates. If Customer has purchased Runtime Bundle License Certificates for more than one Runtime Configuration, Customer must also identify copies by Runtime Configuration in all reports and audits requested pursuant to the QDL.

11. RESTRICTIONS AND REQUIREMENTS OF THE QDL AND WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS OF QDL. For clarity, Runtime Components of Software which are licensed for reproduction and distribution under the terms of this RBLA are subject to all the warranty disclaimers and liability limitations and other requirements and restrictions of the QDL that have been described for other components of the Software and such terms apply to the Runtime Components licensed hereunder as modified and supplemented by the terms of this RBLA

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APPENDIX I TO RBLA: FORM OF BLACKBERRY PASS-THROUGH EULA FOR TARGET SYSTEMS

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This product ("**Product**") contains BlackBerry software (Runtime Configuration No. [Insert applicable Runtime Configuration Number]; "**BlackBerry Software**") which is distributed by or on behalf of the Product manufacturer ("**Manufacturer**") under license from BlackBerry Limited or its affiliates (collectively "**BlackBerry**") to the Manufacturer. BlackBerry Software is only licensed and not sold and you may only access or use the BlackBerry in the form delivered to you by the Manufacturer as part of the Product for the purposes intended by the Manufacturer and in compliance with applicable laws and subject to the terms of your agreement with the Manufacturer.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLACKBERRY AND ITS LICENSORS PROVIDE THE BLACKBERRY SOFTWARE ON AN "AS IS" BASIS, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES OR OTHER PROVISIONS OFFERED BY THE MANUFACTURER OR ITS DISTRIBUTOR(S) THAT DIFFER FROM THIS LICENSE ARE OFFERED BY THE MANUFACTURER OR ITS DISTRIBUTOR(S) ALONE AND NOT BY BLACKBERRY, ITS AFFILIATES OR THEIR LICENSORS. YOU ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE BLACKBERRY SOFTWARE UNDER THIS LICENSE.

THE MANUFACTURER IS SOLELY RESPONSIBLE TO YOU FOR THE PRODUCT AND ALL LIABILITY ASSOCIATED WITH THE PRODUCT IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT WITH THE MANUFACTURER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT WILL BLACKBERRY, ITS AFFILIATES OR THEIR LICENSORS BE LIABLE TO YOU UNDER ANY LEGAL THEORY, WHETHER IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), CONTRACT OR OTHERWISE, FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING AS A RESULT OF YOUR USE OR INABILITY TO USE THE PRODUCT (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, 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, WORK STOPPAGE, PRODUCT FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF BLACKBERRY, ITS AFFILIATES OR THEIR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

For more information on the BlackBerry Software, including but not limited to any open source software license terms (and available Source Code) as well as copyright attributions applicable to the Runtime Configuration indicated above, please contact the Manufacturer or contact BlackBerry at (email: licensing@qnx.com).

Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws as specified below (“**Governing Law**”), excluding conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods. Except as expressly provided herein, you irrevocably consent and submits to the exclusive jurisdiction of the courts as specified below 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.

Where your 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: (A) “**BlackBerry**” means BlackBerry Limited; and (B) the Governing Law of this Agreement is the laws of the Province of Ontario, Canada and the courts of the city of Toronto, Ontario, Canada shall have exclusive jurisdiction;
- b) United States of America: (A) “**BlackBerry**” means BlackBerry Corporation; and (B) the Governing Law of this Agreement is the laws of the State of California and, subject to the dispute resolution procedure in subsection below, the courts of the county of San Francisco, California, U.S.A. shall have jurisdiction;
- c) Europe (except Germany), the Russian Federation, Middle East or Africa: (A) “**BlackBerry**” means BlackBerry UK Limited; and (B) the Governing Law of this Agreement is English law and the courts of the city of London, England shall have exclusive jurisdiction; and
- d) Asia-Pacific (including Pakistan and Kazakhstan): (A) “**BlackBerry**” means BlackBerry Singapore Pte. Limited; and (B) the Governing Law of this Agreement is the laws of the Republic of Singapore and the courts of the Republic of Singapore shall have exclusive jurisdiction.

Dispute Resolution.

- a) Any dispute, claim or controversy (collectively “**Claims**”) arising out of or relating to this Agreement involving BlackBerry Corporation, including the determination of the scope, applicability or adjudicative process associated with this Agreement, shall be submitted to and determined by binding arbitration in the county of San Francisco, California, U.S.A. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. For Claims of five million United States dollars (\$5,000,000), or less, the arbitration shall be administered pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Any judgment awarded by JAMS may be entered in any court having jurisdiction.
- b) With respect to any dispute, claim or controversy arising out of or relating to this Agreement involving BlackBerry Limited, BlackBerry UK Limited and BlackBerry Singapore Pte. Limited, the Parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.