# BLACKBERRY SDK LICENSE AGREEMENT

**THIS BLACKBERRY SDK LICENSE AGREEMENT (THIS "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU INDIVIDUALLY IF YOU ARE AGREEING TO IT IN YOUR OWN CAPACITY, OR IF YOU ARE AUTHORIZED TO ACQUIRE THE SDK ON BEHALF OF YOUR COMPANY OR ORGANIZATION, BETWEEN THE ENTITY FOR WHOSE BENEFIT YOU ACT ("YOU") AND RESEARCH IN MOTION LIMITED ("RIM"). BEFORE DOWNLOADING THE SDK, PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY DOWNLOADING, INSTALLING, ACTIVATING OR USING THE SDK, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT legalinfo@rim.com. IF, PRIOR TO DOWNLOADING, INSTALLING, ACTIVATING OR USING THE SDK, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SDK. IN THIS CASE, DO NOT ATTEMPT TO DOWNLOAD THE SDK BY ANY MEANS AND IF YOU HAVE ALREADY DONE SO, PROMPTLY DELETE THE SDK.**

1. Definitions

"**Airtime Service Provider**" means the service provider of wide-area wireless network services and any other network services (including wireless local area network, satellite service and Internet services) that support the BlackBerry Solution.

"**API**" means an application programming interface.

"**Applications**" means: (a) in the general case, software applications, or portions thereof, developed by You using the SDK for use with the BlackBerry Solution; (b) in the case of the BlackBerry Synchronization Server SDK, includes Connectors and/or Synchronization Code developed by You using the BlackBerry Synchronization Server SDK; and (c) in the case of the BlackBerry Attachment Server SDK, includes Attachment Service Distillers, or portions thereof, developed by You for use in conjunction with the Attachment Service. Notwithstanding the foregoing, in no event shall Applications include any software applications, or portions thereof, that modify, delete, duplicate or replace all or any material part of: (a) the email functionality, or features, of all or any portion of the BlackBerry Solution; (b) the functionality, or features, of all or any portion of a Synchronization Server or Synchronization Agent which has been incorporated by RIM into any portion of the BlackBerry Solution; or (c) the functionality, or features, of all or any portion of any Distillers which have been incorporated by RIM into the Attachment Service.

"**Authorized Users**" means: (a) any of Your employees; or (b) any consultants, independent contractors and any other persons You authorize to use or to whom You otherwise make available the SDK, in each case to use on Your behalf to develop Applications.

"**BlackBerry Handheld Product**" or "**BlackBerry Device**" means a RIM wireless handheld device that is, or has been distributed and/or sold in association with a "BlackBerry" trademark (whether or not such BlackBerry Handheld Product also has a "RIM" trademark) including any such smartphone, smart card reader, BlackBerry Presenter or BlackBerry Playbook and any other device expressly identified by RIM at http://www.blackberry.com/legal/blackberrydevices_for_bblsa as a BlackBerry Handheld Product or BlackBerry Device.

"**BlackBerry Handheld Software**" or "**BlackBerry Device Software**" means RIM proprietary software (comprised of RIM and RIM affiliates' proprietary: software, firmware, interfaces, content and data; and Third Party Components) designed for use on a Handheld Product that is: (a) loaded on the Handheld Product as originally shipped by RIM; or (b) transmitted, distributed or otherwise made available by or on behalf of RIM from time-to-time for use on a Handheld Product.

"**BlackBerry PC Software**" means RIM proprietary personal computer software (comprised of RIM and RIM affiliates' proprietary: software, interfaces, content and data; and Third Party Components) designed for only a single user to use and access at any one time.

"**BlackBerry Server Software**" means RIM proprietary server software (comprised of RIM and RIM affiliates' proprietary: software, interfaces, content and data; and Third Party Components), a single copy of which is designed to be accessed by multiple Handheld Products at any one time.

"**BlackBerry Solution**" means the combination of RIM proprietary products and services used by a particular user and includes Software, Services and applicable documentation, and shall include either a BlackBerry Device or be used in conjunction with BlackBerry Handheld Software on another Handheld Product, *e.g.* one that is described in Subsection (b) of the definition of Handheld Product below.

"**BlackBerry Tablet OS**" means RIM proprietary software (comprised of RIM and/or RIM affiliate proprietary: software, firmware, interfaces, content and data; and Third Party Components) designed and licensed for use on the BlackBerry Playbook that is: (a) loaded on the BlackBerry Playbook as originally shipped by RIM and/or QNX; or (b) transmitted, distributed or otherwise made available by or on behalf of RIM and/or QNX from time-to-time for use solely on the BlackBerry Playbook.

"**Distributable Code**" means Distributable Object Code and Distributable Source Code.

"**Distributable Object Code**" means the object code of those components of the SDK which are listed in the COMPONENTREDISTRIBUTION.TXT file, DISTRIBUTABLECODE.TXT file and/or other similar file(s) either included as part

of the SDK or otherwise provided to You, as applicable. For the purposes of the BlackBerry Synchronization Server SDK "Distributable Object Code" includes the object code installer which is required to install a Connector.

"**Distributable Source Code**" means certain application templates, code stubs, code snippets, example applications, sample code and code fragments in source code form either included as part of the SDK or otherwise provided to You.

"**Handheld Product**" or "**Device**" means: (a) a wireless handheld device manufactured by or on behalf of RIM; and/or (b) a wireless handheld device, other than a device referred to in (a) above, on which BlackBerry Handheld Software or any portion thereof has been designed by RIM to operate.

"**License**" has the meaning set out in Section 2.

"**Open Source License**" has the meaning defined in Subsection 2(f).

"**QNX Momentics Tools**" means the QNX Software Systems Limited ("**QNX**") Momentics Development Tool Suite that enables the development of native Applications for the BlackBerry Tablet OS, which is licensed as part of the BlackBerry Tablet OS Native SDK to You by RIM hereunder.

"**Reverse Engineer**", "**Reverse Engineered**" and "**Reverse Engineering**" includes, without limitation, any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", or "black box" reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

"**RIM Map APIs**" means the map APIs that access TANA Map Products identified in the SDK documentation by their class/method names and descriptions which are designated in the documentation as "RIM Map APIs" or "Enhanced map APIs".

"**RIM Handheld Product**" means a RIM wireless handheld device that is distributed and/or sold under a "RIM" trademark and is not, and has not been, distributed and/or sold under a "BlackBerry" trademark or otherwise sold as part of the BlackBerry Solution.

"**SDK**" or "**Software Development Kit**" means all software (including programs, tools, sample code, templates, libraries, and interfaces), Updates, APIs, information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium, provided to You at any time, either by way of downloading from a RIM or a RIM affiliate website or otherwise provided to You, for any development purposes (unless such materials are provided pursuant to a separate license agreement for such materials by RIM and/or its affiliates). Except as expressly specified herein the SDK shall include Third Party Components but shall not include the Software or any Third Party Software. Your use of the Software and Third Party Software shall be governed by and is subject to Your agreeing to the terms of separate software licenses for such software. RIM's SDKs include, without limitation, the SDKs described in Schedule 1.

"**Service**" means any RIM service provided in conjunction with the BlackBerry Solution, including, without limitation, RIM's infrastructure.

"**Software**" means RIM proprietary software and includes, without limitation, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software, and the BlackBerry Tablet OS. Software shall not include any Third Party Software.

"**TANA Map Products**" means the map products which RIM has licensed from TomTom North America, Inc. ("TANA").

"**Third Party Software**" means software proprietary to a third party, including, without limitation, the software listed in Schedule 2, but shall not include Third Party Components. Additionally, the TANA Map Products are Third Party Software, and in order to access and use the TANA Map Products other than as part of the RIM Base Map Product Offerings You must enter into a license agreement with TANA, as further explained in Subsection 2(g). Regardless of the terms of any such additional software license, RIM accepts no obligations to You in relation to Third Party Software.

"**Third Party Components**" means software, interfaces and firmware licensed by RIM from a third party for incorporation into the SDK and/or Software and distributed as an integral part of the SDK and/or Software, as applicable.

"**TTS Functionality**" means the text-to-speech functionality that is included within the Java Development Environment (JDE) SDK and that is accessible through APIs as described in the SDK documentation.

"**Updates**" means bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases or versions of the SDK.

2. License and License Restrictions

Subject to the terms and conditions of this Agreement:

(a) RIM hereby grants You a personal, revocable, non-exclusive, royalty free, non-transferable license to install and use a reasonable number of copies of the SDK to be used solely in the manner described in the documentation contained in the SDK and solely for the purposes of developing, testing and debugging Applications (and in the case of the BlackBerry Application

Web Loader solely for the purposes of facilitating the loading of Applications on Handheld Products). You may not copy the SDK or any portion thereof except as expressly permitted herein. For the purposes of this provision "copy" shall not include copying of statements and instructions of the SDK or any portion thereof that naturally occurs during normal program execution when used in accordance with and for the purposes described in the documentation or in the course of making unmodified copies of the SDK or documentation as part of the regular back-up of the SDK in accordance with standard industry business practices. Notwithstanding the foregoing, if RIM has terminated any license granted to You by RIM for any SDK, no right to use the SDK is granted to You hereunder. In such case You may contact legalinfo@rim.com.

(b) For avoidance of any doubt, unless You obtain written authorization from RIM executed by an officer of RIM, You acknowledge that the License (as defined below) does not include and You are not licensed to develop, market, rent, distribute, transfer, license, sublicense, or furnish any software applications which modify, delete, duplicate or replace all or any material part of: (i) the email functionality, or features, of all or any portion of the BlackBerry Solution except where such applications are developed for and distributed solely in connection with RIM Handheld Products in accordance with this License; (ii) the functionality, or features, of all or any portion of a Synchronization Server or Synchronization Agent which has been incorporated by RIM into any portion of the BlackBerry Solution; or (iii) the functionality, or features, of all or any portion of any Distillers which have been incorporated by RIM into the Attachment Service. You further agree not to engage in any of the aforementioned activities or to attempt to do so using any part of the SDK.

(c) Unless You obtain written authorization from RIM executed by an officer of RIM, You acknowledge that the License does not include and You are not licensed to develop, market, rent, distribute, transfer, license, sublicense, or furnish any software applications which contain, install, invoke, interpret, or execute interpreted software other than solely to the extent interpreted software is interpreted or executed by RIM's and/or its licensors' interpreters (*i.e.* interpreters that RIM makes available natively).

(d) You may distribute the Applications provided that, except as expressly permitted herein, or as authorized by an officer of RIM in writing, You do not directly or indirectly market, rent, distribute, transfer, license, sublicense, sell, or furnish to any third party all or any part of, the SDK or copies of any part thereof including in conjunction with or as part of Applications (for greater clarity the rights granted hereunder are solely with respect to Your use of the SDK and in no event shall there be an implied license under any RIM or RIM affiliate intellectual property rights (including without limitation an implied license with respect to parts of Your Applications that were not developed by use of the SDK)).

(e) To the extent that Distributable Source Code is provided as part of the SDK, You may use, modify and compile the Distributable Source Code solely for the purposes of developing Your Applications. Notwithstanding the foregoing, You may not modify any header files included in the SDKs.

(f) You may distribute any Distributable Code provided that You shall: (i) add significant primary functionality to it in Your Applications; (ii) distribute such code in executable form only; (iii) include the following copyright notice within Your Application's source code in the same locations as Your own copyright notice (and if You do not include a copyright notice, then at least on one of the packaging, manuals or "about" box): "Portions copyright (c) 2002-2011 Research In Motion Limited. All rights reserved."; (iv) not provide a separate price for or charge a license fee or royalty for the Distributable Code distinct from the fee You charge for Your Applications; and (v) not distribute, link or integrate the Distributable Code such that any part of it becomes subject to an Open Source License. In addition You shall require users of Your Applications to agree to the following minimum license terms applicable to the Distributable Code: (A) the license granted is a non-exclusive, terminable license for user to use the Distributable Code only on or in conjunction with Your Application; (B) except for the limited license to use the Distributable Code on or in conjunction with Your Application, the user acquires no intellectual property or other proprietary rights, including, without limitation, patents, designs, trademarks, copyright or rights in any confidential information in or related to the Distributable Code; (C) Reverse Engineering the Distributable Code is prohibited, except to the extent that You are expressly precluded by law from imposing such restrictions; (D) the user must cease all use of the Distributable Code within a reasonable period of time following expiration or termination of the license agreement; (E) RIM, specifically, or as one of Your suppliers, shall not be liable to user for any damages whatsoever; (F) the user shall import, export, re-export and use the Distributable Code only in accordance with the laws and regulations of the of the country(ies) and/or territory(ies) in which the Distributable Code is used, imported, exported and/or re-exported; (G) You make no warranties, express or implied, related to the Distributable Code on RIM's behalf to users of the Applications that include Distributable Code; and (H) the user shall not alter any copyright, trademark or patent notice in the Distributable Code. For the purposes of this Agreement, an "Open Source License" is any license which requires, as a condition of use, modification, and/or distribution of any software subject to such license that such software or other software incorporated into, integrated with, derived from and/or distributed with such software be*:* (1) disclosed or distributed in source code form; (2) licensed for the purposes of making modifications or derivative works; (3) permitted to be Reverse Engineered; (4) reproduced and/or redistributed at no or minimal charge; and/or (5) used only for non-commercial purposes.

(g) Subject to the additional provisions of Schedule 4 herein, You may use the "RIM Map APIs" to develop Applications that are solely for use with Handheld Products.

(h) You must require users of Your Applications, in the license terms applicable to Your Applications, to agree to a prohibition on Reverse Engineering Your Applications, except to the extent that You are expressly precluded by law from imposing such restriction.

(i) The QNX Momentics Tools are licensed to You solely for use as part of the BlackBerry Tablet OS Native SDK solely under this Agreement, and any other agreement You are required to agree to in order to obtain, install or otherwise use the QNX Momentics Tools, including any such click wrap agreement embedded in the QNX Momentics Tools, shall be of no force or effect.

(j) Subject to the additional provisions of Schedule 3 herein, You may use the BlackBerry Payment SDK to add the necessary features and functionality to Your Applications to enable You to utilize the BlackBerry Payment Service (currently the Commerce Solution for BlackBerry App World (as defined in Schedule 3)) to sell In-App Products (as defined in Schedule 3) through copies of Applications that have been distributed through BlackBerry App World (Subsections 2(a)-(j) collectively constitute the "License").

3. APIs. You are not permitted to access or otherwise use, whether by means of Your Applications or otherwise, any APIs that are not documented by RIM in documentation RIM makes generally available. If changes are made to the BlackBerry Tablet OS Native SDK that break compatibility with Your Applications, You should modify, recompile, and redistribute Your Applications to fix such compatibility problems. Notwithstanding Section 2, You acknowledge and agree that You will not be permitted to access certain APIs in the SDK (*e.g.* protected APIs) for all or certain purposes unless the code for Your Application has been electronically signed by RIM. You further acknowledge and agree that RIM may, but has no obligation, to require You to submit certain information respecting Your identity, Your Application, and Your having obtained certain third party licenses, as a condition of RIM signing the code for Your Application. Furthermore, RIM reserves the right to refuse to sign the code for Your Application, or to revoke any and all code signing already granted for Your Application including, without limitation, if, at any time: (a) RIM deems, in its sole and reasonable discretion, that Your Application does not require access to the APIs for which code signing is requested, (b) RIM has a reasonable apprehension that Your Application may interfere with, degrade, or otherwise adversely affect the BlackBerry Solution, Handheld Products, and/or any other software, system, network or data, (c) RIM has a reasonable apprehension that the information that You have provided to RIM in order to obtain access to such APIs is untrue, inaccurate, not current or incomplete, (d) RIM is prohibited from signing the code for Your Application due to governmental, contractual or other restrictions of applicable authority, such as a court of competent jurisdiction, (e) You have breached, or RIM has a reasonable apprehension of Your imminent breach, of this Agreement or any other agreement between You and RIM, (f) RIM learns that You do not have a license required under certain third party intellectual property rights in place, or (g) Your Application accesses or is designed to access the TTS Functionality. In addition, You acknowledge and agree that RIM may test and evaluate applications, in any manner whatsoever, to assess usage of APIs by applications and whether applications contain malware, but has no obligation to do so.

4. Certification. You acknowledge and agree that You are solely responsible for obtaining any certification of Your Applications required by an Airtime Service Provider respecting Your Application's compatibility and safe operation with the wireless network of such Airtime Service Provider. Notwithstanding any other provision in this Agreement, You further agree that RIM shall have no liability whatsoever to any third party for any claim or action relating to any of Your Applications, and that even if RIM signs the code for Your Application, such signing shall not in any event constitute an endorsement, certification, representation, guarantee, covenant or warranty with respect to Your Application or Your Application's compatibility with the BlackBerry Solution or any part thereof, or with any other product, software or service, including without limitation the wireless network of any Airtime Service Provider, and You shall not represent it as such to any other person.

5. SDK Updates. RIM is under no obligation to provide You with any Updates. However, if RIM does provide You with any Updates, such Updates shall be subject to the terms and conditions of this Agreement (including the License) or such agreement, if any, which accompanies such Updates, including a possible requirement to make payments to RIM in respect thereof. Further, to enable all or part of the functionality of an Application you may need to enter into one or more additional agreements with RIM.

6. Limitation of License Grant. This Agreement does not give You a license or any entitlement to any portion of the BlackBerry Solution or to any airtime services. If You require the BlackBerry Solution or any portion thereof and/or airtime services from an Airtime Service Provider, You are solely responsible for arranging at Your own expense the necessary licenses and agreements.

7. Use of SDK. You are responsible for all activities with respect to the SDK undertaken by You and Your Authorized Users and You will ensure that:

(a) You and Your Authorized Users will only use the SDK in accordance with this Agreement, all applicable laws and regulations, and the documentation provided by RIM as part of and for use in conjunction with the SDK, and Applications and any products, services or content available through Your Applications and their intended uses shall comply with all applicable laws and regulations;

(b) You have the right and authority to enter into this Agreement, either on Your own behalf or on behalf of a company or other entity, and You are over the age of majority;

(c) Any information that is provided to RIM in relation to this Agreement is true, accurate, current and complete;

(d) You and Your Authorized Users will not knowingly, after making such inquiries as a reasonable person in Your or Your Authorized Users' position would undertake, develop or distribute Applications or make any products, services or content available through Your Applications, the use of which in isolation or with any other software, system, network, or data would, in RIM's judgment, acting reasonably, contain functionality that could be used for inappropriate or improper purposes or interfere with the proper operation of, degrade, cause damage to or adversely affect any software, hardware, services, system, network or data used by any person including RIM or an Airtime Service Provider, including without limitation the BlackBerry Solution and Handheld Products, or otherwise have a detrimental effect upon RIM, an Airtime Service Provider or any of their respective customers or products or services, and You will immediately cease any such activity upon RIM delivering notice of same to You;

(e) You and Your Authorized Users will not use the SDK to develop any Applications or make any products, services or content available through Your Applications, which are intended to be used to commit or would be used predominantly to commit any crime or other illegal or tortious acts in the jurisdiction in which You or Your distribution channels distribute that Application and without limiting the foregoing, Applications and any products, services or content available through Your Applications must not contain or link to any content, or perform any function, that is illegal (*e.g.* against any criminal, civil or statutory law or regulation), including, without limitation, any libel or defamation, obscenity, breach of privacy, infringement or misappropriation of any intellectual property rights and/or other proprietary rights of any party (including, without limitation, unlawfully circumventing any digital rights management protections);

(f) Applications and any products, services or content made available through Your Applications, do not, and will not contain any: (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, code, or program that is likely to or is intended to: (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, network, services, systems, or data

("Malware"). If You become aware of the existence of any Malware in or relating to Your Applications, You shall promptly notify RIM;

(g) You will cooperate with RIM and provide information requested by RIM to assist RIM in investigating or determining whether there has been a breach of this Section 7 or any other provision of this Agreement and upon request provide RIM with access to the premises and computers where the SDK is or has been used. You hereby authorize RIM to cooperate with: (1) law enforcement authorities in the investigation of suspected criminal violations; and (2) third parties in investigating acts in violation of this Agreement. Such cooperation may include RIM providing Your username, IP address or other identifying information;

(h) You will not knowingly develop or distribute any Application or make available any products, services or content available through any Application that infringes any RIM, RIM affiliate or third party copyrights, trademarks, industrial design rights, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g. musical composition or performance rights, photography or image rights, logo rights, or third party data rights);

(i) Applications and In-App Products that offer or are used in conjunction with location based services or functionality must notify and obtain consent from the end user before You collect, transmit, process, display, disclose, maintain, or use his or her location data in any manner whatsoever, and notwithstanding the generality of the foregoing You shall comply with applicable privacy and data protection legislation in respect of such information. If the end user's consent is denied or withdrawn at any time, neither You nor the Application nor the In-App Product may continue to collect, transmit, process, display, disclose, maintain, or use the end user's location data; and

(j) You shall not represent in any manner that Applications or In-App Products are intended or suitable for use in mission critical systems (for example emergency locator systems or systems requiring fail-safe controls).

8. BlackBerry Distribution Channels and Payment Services. You acknowledge and agree that this Agreement and the License granted hereunder does not guarantee that RIM or any of its merchants of record will agree to distribute or sell copies of Your Applications developed hereunder, or any products, services or content available through Your Applications through BlackBerry App World, the Commerce Solution for BlackBerry App World or through any other payment service that the BlackBerry Payment SDK may otherwise enable Your Applications to access, and that to do so may require that You agree to additional terms and conditions, and will, in every instance, be at the sole discretion of RIM and its merchants of record. Except to the extent RIM or any merchants of record expressly assume fulfillment obligations for any of Your Applications or any associated products, services, or content, You agree to provide to each end user all copies of all of Your Applications submitted for distribution through BlackBerry App World and all associated products, services, and content and other things necessary for the end user to obtain the full benefit for which the end user has paid or to which the end user is otherwise entitled (including, for example, where Your Application is designed to access external services, such as ongoing subscription services which require the delivery or ongoing delivery of additional services, products or content, You agree to provide such additional services, products or content).

9. Intellectual Property. This Agreement does not transfer or assign to You, any intellectual property right including any patent, design, industrial design, trademark, servicemark, copyright or rights in any confidential information or trade secrets, in or related to the SDK or any part thereof. The SDK and all copies thereof remain the property of RIM and are licensed and not sold to You under this Agreement. You acknowledge that there are no implied licenses granted under this Agreement, and all rights, save for those license rights expressly granted to You hereunder, shall remain with RIM. This Agreement only provides a license for the SDK itself and You may need licenses, including without limitation patent and copyright licenses from RIM and from third parties, to use, manufacture, reproduce or distribute Your Applications, and You agree that RIM has no obligation to You with respect to providing notice of or acquiring such licenses. You agree that nothing in this Agreement shall adversely affect any rights and recourse to remedies, including without limitation, injunctive relief that RIM may have under any applicable laws relating to the protection of RIM's intellectual property or other rights.

10. Non-Assert. You shall not assert any patent claims in any jurisdiction against RIM or any of its affiliates or any of their respective licensees alleging their direct or indirect infringement based on: (a) any SDKs or any APIs included in any SDKs; or (b) the interoperation of any RIM, RIM affiliate or third party product, technology or service with any such APIs (including also with respect to such assertions made by You after the term of this Agreement with respect to any of the foregoing occurring during the term of this Agreement). Notwithstanding the foregoing, You shall be relieved of this obligation where Your patent claims are being asserted defensively in relation to a third party claim, and the third party asserting against You does not withdraw the assertion within ten (10) business days of being notified of this provision.

11. Feedback. You and Your Authorized Users may provide RIM with feedback on the SDK, and/or a BlackBerry Payment Service (such as the Commerce Solution for BlackBerry App World for In-App Products (as defined in Schedule 3), including, without limitation, feedback on bugs and faults within or relating to the SDK, BlackBerry Solution, and/or BlackBerry Payment Service (collectively the "RIM Properties") or suggestions for improvements or other changes to all or any portion of the RIM Properties. You hereby agree that RIM shall own all feedback, ideas, concepts and changes to any portion of the RIM Properties developed or identified in the course of or as a result of Your use of the SDK and all associated intellectual property rights ("**Results**"), and You hereby assign to RIM all of Your right, title and interest thereto. You will not knowingly provide RIM Results that are subject to third party intellectual property rights. You agree to cooperate fully and to ensure that Your employees, officers, independent contractors and Your Authorized Users cooperate fully with RIM with respect to signing further documents and doing such other acts as are reasonably requested by RIM to confirm that RIM owns the Results, and to enable RIM to register and/or protect any associated intellectual property rights and/or confidential information.

12. Export Restrictions; U.S. Government Rights. You acknowledge that the SDK, including without limitation the Distributable Code, may include encryption software that may be subject to export, import, and/or use controls by Government Authorities (as hereinafter defined) by way of law or regulation. You agree that the SDK will not be exported, imported, used, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other (sub-national and/or supranational) government authorities with authority over the country(ies) and/or territory(ies) from which the SDK is being exported or to which the

SDK is being imported (collectively, the "Government Authority(ies)"). Without limitation, the SDK will not be exported: (a) to any country on Canada's Area Control List; (b) to any country subject to UN Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. If You have any questions regarding this Section 12, please contact RIM at legalinfo@rim.com. You hereby represent that: (i) to the best of Your knowledge You are eligible to receive the SDK under applicable law; (ii) You will not use the SDK in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity; and (iii) You will ensure that Authorized Users use the SDK in accordance with the foregoing restrictions. You hereby agree to indemnify RIM, its affiliates and the applicable Airtime Service Provider(s) from any claims, actions, liability or expenses (including reasonable lawyers' fees) resulting from Your failure to act in accordance with the acknowledgements, agreements, and representations in this Section 12. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if You are any agency of the government of the United States of America, then Your rights in respect of the SDK shall not exceed the rights provide under this Agreement, unless expressly agreed upon by RIM in a written agreement, signed by Chief Operating Officer or Chief Executive Office of RIM, between You and RIM.

13. Confidentiality.

(a) You acknowledge and agree that the SDK (including without limitation any license keys provided by RIM and/or its affiliated companies and information accessible by means of the SDK) was developed at considerable time and expense by RIM and contains valuable trade secrets and confidential information of RIM. Accordingly, You agree to maintain the SDK (including without limitation any license keys provided by RIM and/or its affiliated companies and information accessible by means of the SDK) in strict confidence and except as expressly provided in Section 2, You: (i) will not disclose or provide access thereto to any person except to Authorized Users with a need for access to exercise the License granted herein or; (ii) use the SDK for any purpose not expressly authorized hereby, or permit or authorize any other person to do so.

(b) The restriction in Subsection 13(a) shall not apply to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of Yours. Any combination of RIM trade secrets and information that forms part of the SDK shall not be deemed to be public merely because individual parts of the SDK are in the public domain, unless the combination itself is in the public domain.

(c) You agree that, except to the extent that RIM is expressly precluded by law from prohibiting You and Your Authorized Users from doing so and except as expressly authorized in this Agreement, You and Your Authorized Users will not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer the SDK, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same. Except as expressly provided in Section 2, You do not have the right to obtain or use any source code for software included in the SDK.

14. Term. This Agreement shall be effective upon Your agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the first paragraph above) and shall end upon termination of this Agreement in accordance with the provisions set out herein. Unless otherwise authorized by RIM and subject to Section 15, You must destroy all copies and component parts of the SDK licensed under this Agreement within one (1) week of the termination of this Agreement, and You may be required to provide proof of such destruction to RIM. Upon the termination of this Agreement the License shall immediately terminate and You shall promptly stop all use of the SDK.

15. Termination. RIM reserves the right to terminate this Agreement on thirty (30) days notice to You for any reason whatsoever, provided that if there has been no allegation of wrongdoing on Your part or in relation to the use of Your Applications, RIM may, at RIM's option, provide a reasonable period for You to continue to distribute any Distributable Code that is embedded in Your Applications at the time of termination, provided You continue to do so in accordance with the terms of this Agreement as if it were still in effect.

If You or any Authorized User breach any provision of this Agreement, RIM may terminate this Agreement and the License granted hereunder, by delivering notice of termination to You. You will be deemed to be in breach of this Agreement if: (a) You fail to comply with or perform a term or condition herein; or (b) You or any Authorized User interferes with RIM's customer service or business operations; or (c) You materially breach any other agreement that You may have with RIM. RIM may also terminate this Agreement if RIM is prevented from providing any portion or all of the SDK by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body. Nothing herein shall be construed to require RIM to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. Unless otherwise expressly agreed by RIM in writing, if this Agreement is terminated by RIM for breach, You hereby agree to immediately cease distribution of any Application developed using the SDK. Further, You agree to immediately cease distribution of any Application that breaches this Agreement or any software application that was developed or distributed in breach of this Agreement upon delivery of notice from RIM requiring same. RIM shall not have any liability to You or Your Authorized Users arising from or related to the termination of this Agreement or the License for any reason. No remedy herein conferred upon RIM is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to this Section 15 for cause, You shall pay to RIM all attorney fees, collection fees, and related expenses, expended or incurred by RIM in the enforcement of any right or privilege hereunder.

16. Indemnity/Liability. You shall indemnify, hold harmless, and if requested by RIM, defend, RIM, RIM's affiliates, airtime service providers, agents and their respective successors, assigns, directors, officers, employees and independent contractors (each a "RIM Indemnified Party") from any claims, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) incurred directly or indirectly by a RIM Indemnified Party as a result of Your or Your Authorized Users' breach of this Agreement and/or as a result of any third party claim, proceeding, suit, judgment, settlement, or cause of action ("Claim"): (a) alleging the infringement, violation or misappropriation of any intellectual property right including a patent, design, industrial design, copyright, trade secret or trademark or other proprietary right by: (i) Your Application(s) or the use thereof, or the

combination of Your Application(s) with any other hardware, software, system, or service, (ii) any product, service or content made available, or required to be made available, through Your Application, or (iii) Your or Your Authorized Users' combination of the SDK or any portion thereof with any hardware, software, or system or service other than the BlackBerry Solution; (b) alleging libel, slander, or defamation related to the use of Your Applications or any products, service or content made available through Your Application; (c) alleging any injury, death or property or other damage arising from or related to the performance or non-performance of any portion of the SDK or Your Applications or any products, service or content made available through Your Application; (d) based on any representation or misrepresentations made by You or Your Authorized Users or (e) otherwise related to or arising from Your or Your Authorized Users' use of the SDK (except for any third party claim based solely on RIM technology included in the SDK) or any use or distribution of Your Applications (including Your development of Applications), or any portion thereof, or any product, service or content made available, or required to be made available, through Your Application. Once RIM notifies You of a Claim, unless otherwise expressly agreed in writing, all communications (including the notice) shall be deemed confidential information of RIM, which may not be disclosed by You to any third party, other than Your legal advisors, without the prior express written permission of RIM, and in addition, all communications, in respect of any such Claim shall be subject to common interest privilege. RIM shall provide notice to You of any Claim, and each of You and RIM shall: (A) provide each other all information and assistance reasonably requested by the other in relation to such Claim (provided that You shall reimburse RIM for any out of pocket expenses incurred by a RIM Indemnified Party in doing so); and (B) not admit to any liability or agree to any settlements by or on behalf the other party with respect to such Claims without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. If RIM has requested You to defend a Claim and later has a reasonable basis to believe that You cannot or may not be able to fulfill Your obligations under this Section 16, then, without limiting Your obligations under this Section 16, RIM shall be entitled to provide You with notice of its decision to defend the Claim, and thereafter to assume control of the defense and/or settlement of any such Claim. Further, if a Claim arises in the context of RIM providing You with access to payment services for Your Application, and a RIM Indemnified Party is required to indemnify any third party (including without limitation a merchant of record, payment processor, or airtime service provider) in respect of a claim, proceeding, suit, judgment, settlement or cause of action relating to Your Applications or any product, service or content made available through Your Applications, then any claim subject to that indemnity shall be deemed to be a Claim against RIM hereunder. If a Claim hereunder brought against an airtime service provider is also a claim with respect to which RIM or any RIM affiliate is required to indemnify such airtime service provider, then RIM shall in its sole discretion elect to have such claim treated as a Claim against RIM or against the airtime service provider, or each of them under this provision, and shall notify You of same.

17. EXCLUSION OF WARRANTIES AND CONDITIONS.

(a) The BlackBerry Tablet OS Native SDK, BlackBerry PlayBook Simulator, and BlackBerry Tablet OS SDK for Adobe AIR are still under development by RIM and QNX and are not commercial or generally available releases. Accordingly, such SDKs may be unreliable, may not be fully tested, lack regulatory approvals and/or contain bugs or errors. You must take adequate precautions to prevent damage to data in the event such SDKs fail. You acknowledge and agree that significant changes, such as changes to or elimination of functionality, may be made to future versions of such SDKs.

(b) RIM PROVIDES ALL SDKS AND ANY INFORMATION PROVIDED THROUGH ANY APIS (“API INFORMATION”) AND PAYMENT SERVICES AND ACCESS THERETO "AS IS". RIM MAKES NO REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING OUT OF OR RELATED TO ANY SDKS, ANY API INFORMATION, THE PAYMENT SERVICES, OR ACCESS THERETO, OR THEIR PERFORMANCE OR FAILURE TO PERFORM. THE PARTIES ALSO AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") AS ENACTED IN ANY STATE SHALL NOT APPLY TO THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW UCITA IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS AGREEMENT. YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH YOUR AND YOUR AUTHORIZED USERS' USE OF ANY SDKS. YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONARY MEASURES TO PREVENT THE LOSS OR DESTRUCTION OF YOUR DATA AND DATABASES SUCH AS, FOR EXAMPLE, MAKING REGULAR BACK-UPS AND VERIFYING THE RESULTS OBTAINED FROM USING ANY SDKS, AND RIM SHALL HAVE NO OBLIGATIONS OR LIABILITY WHATSOEVER WITH RESPECT TO ANY SUCH LOSS OR DESTRUCTION. YOU ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS AGREEMENT REFLECT THE FACT THAT ALL SDKS AND API INFORMATION ARE MADE AVAILABLE TO YOU AT NO CHARGE AND THE PAYMENT SERVICES AND ACCESS THERETO AT MINIMUM FEES, AND THAT RIM WOULD NOT BE ABLE TO OFFER YOU ANY SDK, API INFORMATION AND ACCESS TO THE PAYMENT SERVICES IF THESE LIMITATIONS AND EXCLUSIONS WERE NOT IN PLACE. You acknowledge and agree that API Information is not intended or suitable for use in mission critical systems (for example emergency locator systems or systems requiring fail-safe controls), and RIM and its affiliates do not guarantee the availability, accuracy, completeness, reliability or timeliness of API Information.

(c) The SDK may include Sun Microsystems, Inc. ("Sun") Java code. Any such code is provided to You "AS IS" and at no charge with no representations, warranties or conditions either express or implied, including without limitation any warranties or conditions of merchantability, quality, performance, fitness for a particular purpose, durability, title or non-infringement. In no event shall either RIM or Sun be liable to You for any damages whatsoever, arising out of or in relation to the provision of the Sun Java code as part of the SDK, its performance or lack of performance, even if RIM or Sun has been advised of the possibility of such damages. You acknowledge that this limitation and exclusion is reasonable given that this code is provided at no charge.

18. EXCLUSION OF LIABILITY.

(a) IN NO EVENT SHALL RIM BE LIABLE FOR ANY DAMAGES WHATSOEVER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PAYMENT SERVICES OR ACCESS THERETO OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR IN RELATION TO THE PROVISION OF ANY PAYMENT SERVICES FOR YOUR APPLICATIONS OR ANY PRODUCTS, SERVICES OR CONTENT MADE AVAILABLE THROUGH YOUR APPLICATIONS, (INCLUDING WITHOUT LIMITATION ANY DAMAGES INCURRED BY YOU AS A RESULT OF DEVELOPING OR DISTRIBUTING IN-APP PRODUCTS, YOUR USE OF THE VENDOR PORTAL OR ANY PAYMENT SERVICES, THE REJECTION, REMOVAL OR UNAVAILABILITY OF ANY IN-APP PRODUCT OR IF RIM DISCONTINUES ACCESS TO, IN WHOLE OR IN PART, TO ANY PAYMENT SERVICES AT ANY TIME) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO RIM.
(b) IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUPPLIER, INDEPENDENT CONTRACTOR, OR ANY MERCHANTS OF RECORD OF RIM OR ANY RIM AFFILIATE HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

19. LIMITATION OF LIABILITY. IN NO EVENT SHALL RIM BE LIABLE FOR ANY DAMAGES THAT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY SDK, API INFORMATION OR THE PAYMENT SERVICES OR ACCESS THERETO, THE SUM OF TWO-HUNDRED AND FIFTY CANADIAN DOLLARS.

20. Application. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT; (B) SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; AND (C) APPLY IN THE AGGREGATE, TO RIM, RIM'S AFFILIATES, AIRTIME SERVICE PROVIDERS, DISTRIBUTORS, AND MERCHANTS OF RECORD, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

21. EXCEPTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR WARRANTIES AND CONDITIONS. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY IF AND ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRE LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

22. Consent to Collection of Information. By submitting personal information about You and/or Your Authorized Users (which may or may not, depending on applicable law, include, without limitation, a name, email address, telephone number and/or Handheld Product information), to RIM and/or its affiliated companies through Your access and use of the SDK (including in conjunction with obtaining a license key for copies of the SDK You are licensed to use under this Agreement and activation of such copies of the SDK), You consent to the collection, use, processing, transmission, and/or disclosure of such information by RIM and/or its affiliated companies, and You warrant that You have obtained all consents necessary under applicable law from Your Authorized Users to disclose their personal information to RIM and/or its affiliated companies and for RIM and/or its affiliated companies to collect, use, process, transmit, and/or disclose such personal information, which may also include the use, processing, transmission, and/or disclosure of such information to Your and/or Your Authorized Users' Airtime Service Provider and/or within RIM and its affiliated companies, for: (a) the internal use of RIM and its affiliated companies, including, without limitation: (i) understanding and meeting Your needs and preferences, (ii) developing new and enhancing existing services and product offerings, and (iii) managing and developing RIM's business and operations; (b) any purpose related to the registration, provision, activation and/or Your use of the SDK and/or related products and/or services, including without limitation to enable license key generation; (c) providing You with upgrades or updates of the SDK and/or related products and/or services; (d) any purposes permitted or required by any applicable law; and/or (e) any of the other purposes which are set out in RIM's then current privacy policy, which may be viewed at http://www.blackberry.com/legal/privacy.shtml and is hereby incorporated into this Agreement. The collection, use, processing, transmission, and/or disclosure of Your or Your Authorized Users' personal information for the purposes noted above are in strict accordance with RIM's privacy policy. If Your personal information is disclosed to Your and/or Your Authorized Users' Airtime Service Provider, Your or Your Authorized Users' Airtime Service Provider's privacy policy, or the terms and conditions relating to the collection, use, processing, transmission, and/or disclosure of personal information negotiated between RIM and Your and/or Your Authorized Users' Airtime Service Provider, if any, shall apply. You agree to inform all individuals whose personal information You provide to RIM that they may have rights to access and correct their personal information under applicable laws and regulations. You further consent to the collection, use, processing, transmission and/or disclosure by RIM and/or its affiliated companies of email addresses of Your Authorized Users and machine specific information automatically sent to RIM and/or its affiliated companies at the time of and periodically subsequent to activation of copies of the SDK You are licensed to use under this Agreement, which information may include but is not limited to software identification numbers, MAC addresses, UUIDs, IP addresses, and identification numbers set by hardware and software manufacturers such as those related to Your host operating system, which may include the use, processing, transmission, and/or disclosure of such information for: (A) any purpose related to the registration, provision, activation and/or Your use of the SDK and/or related products and/or services, including without limitation to enable license key generation; and (B) verifying Your compliance with and enforcing this Agreement and other agreements between You and RIM and/or its affiliated companies,

To the extent end users, RIM and its affiliates, agents and/or independent contractors, and/or any applicable merchant(s) of record, provide You with any end user data or personal information, You shall only use such end user data or personal information in accordance with the purpose for which it was provided to You. Further, You agree to: (A) provide notice to and obtain consent from the end user with respect to any personal information collected, used, processed, transmitted, displayed, stored or disclosed by You

and Your Application(s); (B) subject to Section 7(a), Your privacy policy (including without limitation with respect to any end user data made accessible to You by RIM, its affiliates, agents and/or independent contractors, and/or any applicable merchant(s) of record or airtime service provider); (C) use best efforts to ensure the confidentiality of end user data via encryption or similar means; and (D) not use end user data to offer any of Your products or services to end users or any other party in violation of the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act) or other applicable laws, rules or regulations. If You provide end user data to RIM, its affiliates, agents and/or independent contractors, and/or any applicable merchant of record, You represent and warrant that You will have obtained any necessary consent from the end user to disclose the end user data to RIM, its affiliates, agents and/or independent contractors, and/or any applicable merchant of record.

23. Assignment and Delegation. RIM may assign this Agreement without notice to You. You shall not assign this Agreement or Your rights hereunder without the prior written consent of RIM (such consent may be withheld or conditioned at RIM's sole discretion) and any assignment without RIM's prior written consent shall be null and void and of no effect. RIM may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.

24. Nature of Relationship. This Agreement shall not create or be construed as creating a joint venture, co-ownership, partnership, or agency relationship between You and RIM. Neither Party will have authority to or will hold itself out as having any authority to incur, assume, or create, orally or in writing, any liability, obligation or undertaking of any kind in the name of, or on behalf of, or in any way binding upon, the other.

25. Notices. Any notice provided by RIM to You hereunder shall be in writing and delivered by hand or sent by registered mail, courier, facsimile, or email, addressed to the last address, fax number or email address (as applicable) provided to RIM by You or on Your behalf, and such notice shall be effective and deemed delivered upon receipt provided that if any such notice fails to reach You because the information provided by You or on Your behalf to RIM is not accurate or up to date, notice shall be deemed sufficiently delivered on the date it was sent. No notice shall be binding on RIM unless delivered by courier to RIM, addressed to RIM's legal department at 295 Phillip Street, Waterloo, Ontario, N2L 3W8.

26. General.

(a) Third Party Beneficiaries. RIM's affiliates and airtime service providers and their respective directors, officers and employees thereof are intended third party beneficiaries for the purposes of Sections 16-21. Except as otherwise specifically stated in this Section, the provisions hereof are for the benefit of the parties and not for any other person or entity.

(b) Waivers of Default. No party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorized signatory of the party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

(c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement. Without limiting the generality of the foregoing, the provisions of Sections 1, 10, 11 13-21, 25, this Section 26 and Subsection 2(h), and Sections 1, 3, 5-9, 10, 12, 14, 16, and 19-21 of Schedule 3, shall survive the termination or expiration of this Agreement.

(d) Governing Law and Dispute Resolution. If You reside in Canada and the SDK is shipped or delivered to You in any format in Canada, this Agreement is to be governed by and construed under the laws of the Province of Ontario. Otherwise, this Agreement is to be governed by and construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, which the parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the parties. The parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, except to the extent specifically prohibited by applicable law in Your jurisdiction, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Ontario, Canada in accordance with the Commercial Rules of the American Arbitration Association ("Rules") and shall be heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. If the provisions of the foregoing are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Your jurisdiction; (ii) settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"); and (iii) heard by one arbitrator appointed in accordance with the ICC Rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. Each party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, any breach of this Agreement could cause RIM irreparable harm and You agree that RIM has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding Your violation or threatened violation of this Agreement. Further, notwithstanding the foregoing dispute resolution provision, RIM may terminate this Agreement at any time in accordance with the termination provisions of this Agreement. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent and attorn to the jurisdiction of the courts located in the Province of Ontario or the County of New York, New York, as the case may be, for any such claims arising from or related to this Agreement. The parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial. The parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all

disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including, without limitation, any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.

(e) Severability. To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

(f) Inconsistency. If there is any conflict between this Agreement and any software license or end user agreement provided with any portion of the SDK, the provisions of this Agreement shall govern, but only to the extent of such conflict. If there is any conflict between this Agreement and any software license or end user agreement provided in connection with any Updates to the SDK, the provisions of such other license or end user agreements shall govern but only to the extent of such conflict.

(g) Entire Agreement. This Agreement, including all Schedules attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or agreements between the parties relating to the SDK other than as set out in this Agreement. This Agreement supersedes any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the parties, whether oral or written, with respect to the subject matter hereof, and You acknowledge that You have not relied on any of the foregoing in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the parties. As this Agreement has no specified term, RIM further reserves the right to make changes to the provisions of this Agreement from time to time. In the event of any such revisions that are material in nature, RIM will provide You with written notice to the most recent address or email address provided by You or on Your behalf to RIM, and RIM may provide notice of other revisions by posting the revised version of the Agreement at http://www.blackberry.com/legal/index.shtml. Changes to this Agreement to reflect business practices or legal requirements, or changes in legal requirements, shall become effective as of the date RIM provides notice of such changes to You. All other changes to this Agreement shall become effective ninety (90) days after the date RIM provides notice of such changes to You in accordance with this Subsection 26(g). If You continue to use the SDK after the change becomes effective You shall be deemed to have accepted this change.

## SCHEDULE 1

## SDKs

RIM's SDKs include the following, as defined below.

1. BlackBerry Java Development Environment (JDE)

"**BlackBerry Java Development Environment (JDE)**" means the fully integrated development environment and simulation tool for building Java Micro Edition applications for Handheld Products.

2. BlackBerry Java SDK (formerly BlackBerry Java Development Environment (JDE) Component Package)

"**BlackBerry Java SDK**" means the development and simulation tool of the BlackBerry Java platform, but does not contain the fully integrated development environment.

3. BlackBerry Java Plug-in (formerly BlackBerry Java Development Environment (JDE) Plug-in for Eclipse)

"**BlackBerry Java Plug-in**" means the fully integrated development environment and simulation tool for BlackBerry Java development, built on the Eclipse plug-in platform.

4. BlackBerry MDS Studio

"**BlackBerry MDS Studio**" means the visual application design and assembly tool, built on the Eclipse plug-in platform, that enables developers to create rich client applications for Handheld Products.

5. BlackBerry WebWorks Plug-ins (formerly BlackBerry Plug-in for Microsoft Visual Studio and BlackBerry Web Development Plug-in for Eclipse)

"**BlackBerry WebWorks Plug-ins**" means the plug-ins for the Microsoft Visual Studio development environment and the Eclipse development environment that enables developers to create web applications and BlackBerry widgets for Handheld Products.

6. BlackBerry Synchronization Server SDK

"**BlackBerry Synchronization Server SDK**" means the SDK that enables the development of Applications that wirelessly synchronize data in enterprise backend databases with data on Handheld Products.

The BlackBerry Synchronization Server SDK includes the following components.

"**Connector**" means an extension or plug-in residing on a server on which BlackBerry Enterprise Server Software is installed that defines an interface between a server-based database and the corresponding application database of a software application residing on a Handheld Product, which extension or plug-in facilitates the synchronization of application data between such databases.

"**Synchronization Agent**" means the component of the BlackBerry Handheld Software that is designed to wirelessly synchronize application data between an application database of a software application resident on a Handheld Product and the corresponding server-based database in accordance with the interface defined by the Synchronization Code for that particular software application.

"**Synchronization Code**" means an extension or plug-in that resides on a Handheld Product that defines an interface between an application database of a software application residing on a Handheld Product and the corresponding server-based database, which extension or plug-in facilitates the synchronization of application data between such databases.

"**Synchronization Server**" means the component of the BlackBerry Enterprise Server Software that is designed to wirelessly synchronize application data between an application database of a software application resident on a Handheld Product and the corresponding server-based database in accordance with the interface defined by the Connector for that particular software application.

7. BlackBerry Attachment Server SDK

"**BlackBerry Attachment Server SDK**" means the SDK that allows custom attachment distillers to be created for the BlackBerry Attachment Service.

The BlackBerry Attachment Server SDK includes the following components.

"**Attachment Service**" means the portion of the BlackBerry Enterprise Server Software which facilitates the processing, formatting and transmission of email attachments in certain formats to a Handheld Product.

"**Attachment Service Distiller**" or "**Distiller**" means a software application which forms part of the Attachment Service and which processes and formats email attachments in a specific format in order that the Attachment Service can transmit such attachments through the BlackBerry Enterprise Server Software to a Handheld Product.

8. BlackBerry MDS Runtime

"**BlackBerry MDS Runtime**" means that portion of the BlackBerry Mobile Data System which operates on Handheld Products and provides runtime services for Applications.

9. BlackBerry Application Web Loader

"**BlackBerry Application Web Loader**" means the utility that enables the development of a mechanism to allow Applications to be loaded and installed onto Handheld Products using a PC internet browser.

10. BlackBerry Signing Authority Tool

"**BlackBerry Signing Authority Tool**" means a tool designed to enable the protection of data on Applications by enabling management of access to sensitive APIs and data through the use of public and private signature keys.

11. BlackBerry Device Simulators

"**BlackBerry Device Simulators**" means simulation tools that allow the simulation of Handheld Product behaviour to test and debug Applications.

12. BlackBerry Email and MDS Services Simulator Package

"**BlackBerry Email and MDS Services Simulator Package**" means server simulation tools that allow simulation of transmission of email services over the BlackBerry Device Simulator and a mailbox as well as simulation of MDS Services data traffic.

13. BlackBerry WebWorks Packager

"**BlackBerry WebWorks Packager**" means the standalone tool that aids in the packaging and compilation of BlackBerry widgets for Handheld Products.

14. BlackBerry WebWorks SDK

"**BlackBerry WebWorks SDK**" means the combination of the BlackBerry Widget Packager, documentation, sample code, and BlackBerry Device Simulators.

15. BlackBerry Theme Studio

"**BlackBerry Theme Studio**" means the suite of tools that allow designers and developers to create interactive media and content for Handheld Products.

The BlackBerry Theme Studio includes the following components.

"**BlackBerry Composer**" means the illustration and animation tool for designing animated scalable vector graphics for Applications.

"**BlackBerry Theme Builder**" means the graphic design tool that enables designers to produce themes for Handheld Products.

16. BlackBerry Enterprise Application Middleware

"**BlackBerry Enterprise Application Middleware**" means a set of libraries providing enterprise-focused functionality that facilitate access to device information by the enterprise as well as access to enterprise information via Handheld Products.

The BlackBerry Enterprise Application Middleware includes the following components.

**BlackBerry Enterprise Application Middleware Server** is a server-based software application that serves as a container for components that optimize, transform, and secure data for interaction with Handheld Products. It also provides administration and logging functionality.

**BlackBerry Enterprise Application Middleware Server Software** is a set of components that optimize, transform, or secure data, and can be contained either within the BlackBerry Enterprise Application Middleware Server, or within a third-party framework.

**BlackBerry Enterprise Application Middleware Agents** are client-side libraries that facilitate receipt of data from server-based applications, as well as provide information from the device back to server-based applications.

17. BlackBerry Push Service SDK

"**BlackBerry Push Service SDK**" means the combination of sample client application(s), installable server application(s), code samples, and documentation to allow developers to add push capabilities to their applications.

18. BlackBerry Tablet OS SDK for Adobe AIR

"**BlackBerry Tablet OS SDK for Adobe AIR**" enables building and testing AIR applications for RIM's BlackBerry Tablet OS, and can be used in conjunction with Adobe's tools. Applications developed using the BlackBerry Tablet OS SDK for Adobe AIR can be tested using the BlackBerry PlayBook Simulator.

19. BlackBerry PlayBook Simulator

"**BlackBerry PlayBook Simulator**" means a simulation tool that enables the testing and debugging of Applications developed for the BlackBerry Tablet OS.

20. BlackBerry Tablet OS Native SDK

"**BlackBerry Tablet OS Native SDK**" includes the QNX Momentics Tools and enables building and testing native applications for RIM's BlackBerry Tablet OS. Native applications developed using the BlackBerry Tablet OS Native SDK can be tested using the BlackBerry PlayBook Simulator.

21. BlackBerry Payment Service SDK

"**BlackBerry Payment Service SDK**" means the software and APIs that enable the purchase of In-App Products (as defined in Schedule 3) using the BlackBerry Payment Service when integrated into copies of Applications distributed through BlackBerry App World.

22. BlackBerry Analytics SDK

"**BlackBerry Analytics SDK**" means the combination of APIs, compiled libraries, code samples, and documentation to allow developers to collect data and send such data to the BlackBerry Analytics Service from within their Applications.

23. Scoreloop SDK for BlackBerry

"**Scoreloop SDK for BlackBerry**" enables the integration of social gaming features provided by Scoreloop AG into applications.

## SCHEDULE 2

## THIRD PARTY SOFTWARE

Third Party Software contained in BlackBerry MDS Studio includes certain Eclipse.org content, specifically certain plug-ins for the Eclipse plug-in platform that have been modified by RIM and are licensed pursuant to one or more open source licenses. These plug-ins include: net.rim.opensource.tools.apache; net.rim.opensource.tools.eclipse; net.rim.opensource.tools.eclipse.datatools; and net.rim.opensource.tools.eclipse.navigator.

Further Eclipse.org content, including the Eclipse IDE, is redistributed by RIM with certain distributions of BlackBerry MDS Studio, BlackBerry WebWorks Plug-ins, BlackBerry Java Plug-in, and the BlackBerry JDE Plug-in for Eclipse. Eclipse.org content, including the Eclipse IDE and the plug-ins referenced above, is licensed under the terms of certain open source licenses, including the Eclipse Public License version 1.0. More information on the Eclipse plug-in platform and the licenses applicable to Eclipse.org content is available at www.eclipse.org/legal.

Certain SDKs, such as the BlackBerry JDE, may include Sun Java code. Such Sun Java code is licensed to you by Sun and/or its licensors, and is further subject to the provisions of Subsection 17(c). The licenses applicable to such Sun Java code are located in the appropriate software packages and/or license notice files.

The QNX Momentics Tools contain various Third Party Software licensed under various open source licenses. Such open source software and the associated open source licenses are identified in the QNX License Guide available at http://licensing.qnx.com/license-guide/ and the corresponding Third Party License Terms List available at http://licensing.qnx.com/third-party-terms/.

## SCHEDULE 3

## BLACKBERRY PAYMENT SERVICE SDK

1. Definitions

(a) "**BlackBerry App World**" means the RIM owned and constructed storefront portal through which Applications and certain services are made available to end users.

(b) "**BlackBerry In-App Product Guidelines**" means the guidelines, or section of the BlackBerry Guidelines, as amended from time to time, required to be complied with in respect of all products, services and content that are to be purchased using the BlackBerry Payment Service.

(c) "**Consumable In-App Products**" means In-App Products that are designed to be consumed as they are used by End Users and may subsequently be purchased again by End Users (*e.g.* virtual fuel consumed in a game Application).

(d) "**Commerce Solution for BlackBerry App World**" means the payment infrastructure for BlackBerry App World.

(e) "**BlackBerry Payment Service** (currently the Commerce Solution for BlackBerry App World)" means the service provided by RIM that enables End Users to purchase products, services and content made available through Applications that have been distributed through BlackBerry App World.

(f) "**Carrier Networks**" means the carrier wireless telecommunications networks in a specified country, which You designate through the Vendor Portal as carrier networks on which wireless handhelds, to which Applications are downloaded, may be activated (and includes any telecommunications networks owned or operated by any other telecommunication carriers in other regions or countries with whom such telecommunications carrier has a roaming agreement).

(g) "**End User**" means any person, organization or other entity which acquires or attempts to acquire an In-App Product, through a copy of an Application made available through the BlackBerry App World, for their own personal use and not for the purposes of resale or rental.

(h) "**In-App Products**" means the digital products, services and digital content that You wish to make available to End Users through copies of Applications that have been downloaded from BlackBerry App World using the BlackBerry Payment Service and for which RIM has provided notice of acceptance of same to be made available using the BlackBerry Payment Service.

(i) "**Vendor Portal**" means the portal provided by RIM through which You apply for registration as a BlackBerry App World vendor and submit Applications You desire to have made available through the BlackBerry App World.

Any capitalized terms that are not defined in this Agreement shall have the meaning set out in the BlackBerry App World Vendor Agreement.

2. BlackBerry Payment Service. This Schedule sets out the additional terms and conditions that You must comply with in order to be able to exercise the rights set out in Subsection 2(i) of the License.

3. Additional Agreements. In-App Products may only be made available through copies of Your Applications that have been downloaded through BlackBerry App World. The BlackBerry Payment Service will not work with any copy of Your Application distributed through any channel other than BlackBerry App World. You must have a BlackBerry App World Vendor Agreement in good standing with RIM in order to distribute Applications through BlackBerry App World. As with Paid Applications, RIM does not act as the merchant and/or seller of record for In-App Products and if You wish to have In-App Products made available through either Paid Applications or Free Applications, You will have to enter into an agreement with a merchant of record ("MoR") for the BlackBerry Payment Service (or agreements with multiple MoRs covering various payment methods and jurisdictions) in order to have copies of In-App Products sold using the BlackBerry Payment Service. IN NO EVENT SHALL RIM OR ANY AIRTIME SERVICE PROVIDER (IN ITS CAPACITY AS AIRTIME SERVICE PROVIDER) HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO PAYMENTS DUE TO YOU BY AN MOR.

4. Application Revenue. You are hereby relieved of Your obligation under the BlackBerry App World Vendor Agreement to pay any portion of Your Application Revenue to RIM in respect of the sales of In-App Products made using the BlackBerry Payment Service.

5. In-App Product Acceptance. When You submit Your Application through the Vendor Portal for acceptance in BlackBerry App World, You must also provide a description of the products, services and content that You wish to make available to End Users through that Application using the BlackBerry Payment Service. You must provide all information about these potential In-App Products reasonably requested by RIM and any applicable MoR, through the Vendor Portal or otherwise, including without limitation any Vendor Content, and upon request a sample or samples of the products, content or service that You wish to have considered for acceptance as an In-App Product. Once a product, service or content is accepted as an In-App Product You will be notified of same, and once the Application through which it is to be made available is accepted and downloaded from BlackBerry App World to an End User's device, the End User will be able to use the BlackBerry Payment Service to purchase copies of that In-App Product using the BlackBerry Payment Service. In addition to the warranties set out in this Agreement, You hereby warrant, represent and covenant that any product, service or content You wish to submit for consideration as an In-App Product will comply with the then current version of the BlackBerry In-App Product Guidelines.

6. End User Agreement. You shall include an End User agreement enforceable in the jurisdiction(s) in which the In-App Products are to be made available, under which You intend to license or sell the In-App Products, within the In-App Products, or within the Application through which the In-App Products are made available (in either case, the "In-App Product Agreement"). You must include in the In-App Product Agreement the same exclusions of liability and third party beneficiary requirements required to be in the Application EULA under the terms of the BlackBerry App World Vendor Agreement. You acknowledge and agree that neither RIM nor any MoR shall be under any obligation to enforce in any manner the provisions of the In-App Product Agreement, or any other agreement between You and the End User. Any provision of the In-App Product Agreement that is

inconsistent with the provisions of this Agreement shall have no force or effect in respect of In-App Products made available through the BlackBerry Payment Service.

7. Access to BlackBerry Payment Service. RIM and/or an MoR may, at any time, in their sole discretion and for any reason whatsoever, including without limitation a breach of the BlackBerry In-App Product Guidelines, excessive returns or chargebacks associated with an In-App Product, a payment processor's refusal to provide services in relation to an In-App Product, Your failure to meet Your fulfillment and/or support obligations set out in this Schedule, or a third party claim made in relation to an In-App Product, with or without advance notice to You, cease to make the BlackBerry Payment Services available in relation to an Application or a particular In-App Product, at all, or in part, including only in specified jurisdictions, and nothing in this Agreement shall constitute RIM's or any MoR's commitment to make available , or to continue to make available, the BlackBerry Payment Services in respect of Your In-App Products, or at all. If RIM does not provide You with notice of the removal prior to it taking place, RIM shall do so, by means of the Vendor Portal or otherwise, within a commercially reasonable period following the removal. You further acknowledge that RIM has the right, but has no obligation, to remove an In-App Product from an End User wireless handheld device and/or disable (in whole or in part) the operation of an In-App Product, if the End User's payment for that In-App Product has been refunded by, or charged back to the applicable MoR, or if the End User has engaged in fraud, or as provided in the BlackBerry In-App Product Guidelines (including without limitation a breach thereof). Notwithstanding the foregoing, You further acknowledge and agree that RIM may, at any time, in RIM's sole discretion and for any reason whatsoever, remove an In-App Product from an End User's wireless handheld device.

8. Ongoing Availability of In-App Products/Support of In-App Products. For In-App Products other than those that are sold or licensed on a subscription basis you must continue to make In-App Products available to the End User through the Application with which they were associated on BlackBerry App World for no less than six (6) months after the date of the download of the copy of the Application through which they are made available and in no event less than the period they are required to be available to the End User by the laws in the jurisdiction of the End User. For In-App Products that are sold or licensed on a subscription basis you must continue to make In-App Products available to the End User through the Application with which they were associated on BlackBerry App World for no less than the period for which the End User is entitled based on the subscription and in no event less than the period they are required to be available to the End User by the laws in the jurisdiction of the End User. You are solely responsible for, and You agree to provide, End Users with support in making In-App Products they have purchased available to them (including providing End Users with a support contact email address), and with reasonable technical and product support to End Users with respect to the In-App Product features, installation and use, which shall include at minimum any warranty for In-App Products consistent with the laws in the jurisdiction of the End User.

9. Fulfillment/Re-fulfillment Obligations. In-App Products are not fulfilled (*i.e.* not hosted, delivered or enabled) through BlackBerry App World. Further, neither RIM nor any MoR fulfills any In-App Products, and You are solely responsible for fulfillment of In-App Products, and must satisfy Your fulfillment obligations in respect of each In-App Product. You therefore will be required to act as the fulfillment agent for the applicable MoR for Your In-App Products. If You require additional information about these obligations, You should contact appworldvendorsupport@rim.com. Neither RIM nor any MoR associates In-App Products with Applications in My World or otherwise tracks or displays In-App Products in My World. Unless otherwise expressly agreed to in writing by RIM, for any In-App Product that is intended to be used as part of or in conjunction with the Application through which it was purchased (*e.g.* a level of a game or a subscription based In-App Product), You must re-associate (*i.e.* re-fulfill) the In-App Product with the Application through which it was purchased, upon reinstallation of that Application from My World either: (a) automatically; or (b) upon request by the End User. In the case of Consumable In-App Products, You are only required to re-associate the portion of In-App Products that have not been consumed at the time of reinstallation. Neither RIM nor any MoR is responsible for keeping track of consumption of Consumable In-App Products or subscription based In-App Products. If You require additional information about these obligations, You should contact appworldvendorsupport@rim.com.

10. Subscription Based In-App Products. You can offer automatically recurring subscription based In-App Products having only the renewal frequency set out in the applicable documentation. RIM's BlackBerry Payment Service SDK includes APIs designed to enable You to check the status of an End User's subscription to an In-App Product. RIM will use commercially reasonable efforts to notify End Users of the intention to charge for the renewal of a subscription based In-App Product prior to renewal and send a receipt to End Users following renewal. You shall permit End Users to cancel subscriptions to subscription based In-App Products at any time (including without limitation using BlackBerry App World to do so), and nothing shall preclude RIM, at its sole option, from enabling end users to cancel their subscriptions.

11. License Restrictions. The Carrier Networks and/or countries You select for an Application's availability will automatically apply to any In-App Products made available through that Application. You acknowledge and agree that In-App Products may be downloaded by End Users with wireless handhelds operating on Carrier Networks and that Carrier Networks includes not only the wireless networks selected by You, but also wireless networks operated by the roaming partners of those carriers (and further includes any wireless networks in the case of RIM proprietary wireless handhelds that are distributed by RIM without the capability of operating on a wireless cellular network). Subject to the foregoing, If You do not have the rights necessary to distribute an In-App Product (or any portion thereof) either globally, or at least to End Users with wireless handhelds activated on both the wireless networks You specify in the Vendor Portal for the Application and on the associated roaming wireless networks, and to permit others to do so, or if You are otherwise unable to control the jurisdictions in which End User may download and/or use that In-App Product, then You must not make, or seek to make, that In-App Product available through the BlackBerry Payment Service.

12. Returns of In-App Products. You acknowledge and agree that the applicable MoR is responsible for and shall have sole discretion in setting and applying the returns policy for instances of In-App Products sold by that MoR (including without limitation subscription based In-App Products).

13. Reporting. RIM will, from time to time, provide You with aggregated data on sales of In-App Products using the BlackBerry Payment Service. Nothing in this Agreement shall prevent RIM from obtaining and publicly disclosing aggregate data relating to the sales of In-App Products using the BlackBerry Payment Service.

14. Privacy. The Consent to Collection of Information provisions in this Agreement shall apply equally to End User Data and personally identifiable information made available in the context of the BlackBerry Payment Service. The enumerated purposes for which such information may be used as set out in the Consent to Collection of Information provision is hereby extended to include any purpose related to the provision or Your use of the BlackBerry Payment Service. Similarly, the Privacy and Data Protection provision in the BlackBerry App World Vendor Agreement applies to Your In-App Products and Your use of the BlackBerry Payment SDK and the references in the Privacy and Data Protection provision to the BlackBerry App World Guidelines shall be deemed to be references to the BlackBerry In-App Product Guidelines.

15. Confidentiality. There is no need for You to provide to RIM any confidential information in relation to the BlackBerry Payment Service, and You acknowledge and agree that RIM has no confidentiality obligation with respect to any information provided by You to RIM under or in relation to Your In-App Products, the BlackBerry Payment Service or the BlackBerry Payment Service SDK.

16. Independent Development. Notwithstanding any other provision of this Agreement, You acknowledge and agree that RIM is also a developer and licensee of digital products, services and content that operate on RIM and RIM affiliates' proprietary software platforms, and that RIM may currently or in the future develop, use, market, promote, distribute and/or license products and/or services and/or content that are similar to and/or competitive with any In-App Products, and that no provision of this Agreement prohibits or limits in any manner RIM's ability to do so.

17. BlackBerry Payment Service Availability. You acknowledge and agree that RIM is under no obligation to continue to make available the BlackBerry Payment Service or to make available any subsequent versions of the BlackBerry Payment Service SDK. You further acknowledge and agree that RIM may add or remove functionality with respect to the foregoing and may cease to make available the foregoing at any time without any obligation or liability to You. You shall be solely responsible for any modifications that may be required to Your Applications as a result of any modifications to or subsequent versions of the BlackBerry Payment Service and/or Payment Service SDK (including without limitation the addition or removal of functionality with respect to the foregoing).

18. Distributable Code. Notwithstanding any other provision of this Agreement, You may not modify all or any portion of the Payment Service SDK, including without limitation Distributable Code that forms part of the Payment Service SDK.

19. Additional Payment Service SDK License Restrictions

(a) You shall not use the BlackBerry Payment Service for making available, and shall not provide as part of an In-App Product, software updates, upgrades, or modifications to the associated Application or any executable file formats. However, You may enable (*i.e.* unlock) functionality that already exists within an Application through an In-App Product (*e.g.* unlock a level within a game). Updates and upgrades for Your Applications are treated as new versions of Your Applications and must be submitted through the App World submission process described in the BlackBerry App World Vendor Agreement and cannot be made available as In-App Products.

(b) With respect to the BlackBerry Payment Service payment processes You shall only rely on the user interface functionality provided by means of RIM APIs, and shall not use, invoke, or present to any End User, any other user interface functionality.

20. Termination. Notwithstanding any other provision of this Agreement, upon termination of this Agreement You shall immediately prevent any further purchases of In-App Products through Applications using the BlackBerry Payment Service.

21. Conflict. In the event of any conflict between the provisions of this Schedule 3 and the remainder of this Agreement the provisions of this Schedule 3 shall govern to the extent of such conflict.

## SCHEDULE 4

## ADDITIONAL TERMS FOR RIM MAP APIS

1. Definitions. For the purposes of this Schedule:

   (a) "**Excluded Application**" means a Map Application that: (i) performs large-scale batch geocoding, and/or (ii) is a geographic map database the same as or substantially similar to the Map Functionality, in whole or in part.

   (b) "**Excluded Products**" means: (i) all handheld GPS enabled devices that offer real-time turn-by-turn navigation as their intended primary function (PND); and (ii) all devices that offer real-time turn-by-turn navigation as their intended primary function and that are designed for permanent installation into vehicles.

   (c) "**Map Application**" means an Application that incorporates or otherwise uses any RIM Map APIs.

   (d) "**Map Display**" means a visual rendering of any portion of the Map Functionality which may display lines, points or polygons that are sourced, in whole or in part, from the Map Functionality.

   (e) "**Map Functionality**" means the mapping functionality and data accessed by or through the RIM Map APIs.

2. Use of RIM Map APIs and associated data. This Schedule sets out the additional terms and conditions that You must comply with in order to be able to exercise the rights set out in Subsection 2(g) of the main body of the Agreement.

3. Email Messages. If You include the capability to invoke email messages from within Your Map Application, you must: (i) include the following notice in the text of any email created through Your Map Application that includes a Map Display derived from the Map Functionality: © 2006- Present, TomTom; and (ii) in any email that includes a link to a Map Display, such Map Display when displayed shall contain a link to the Notices URL (as defined below).

4. Excluded Applications. You shall not develop or otherwise distribute any Map Application that is an Excluded Application.

5. Other Prohibitions.

   (a) You shall not use the Map Functionality to: (i) create maps with telephone books, telephone books or other products similar to telephone books (*e.g.* directories), including, without limitation, such products in digital form; (ii) create general purpose or commercial printed maps, topographical digital maps, or other commercial map products; and/or (iii) create databases or other perform any kind of data harvesting or batch geocoding.

   (b) You shall not, and shall ensure that Your Map Applications do not, alter, obfuscate, remove or hide any portion of the Map Functionality accessed by Your Map Applications, including, without limitation, any copyright or other proprietary rights notices or markings, advertising and/or links that are included in the Map Functionality.

   (c) You shall not: (i) develop any Map Application for use on a Handheld Product where such Handheld Product when combined with Your Application would be an Excluded Product; or (ii) permit any third party to use Your Application with, as part of, or to create an Excluded Product.

6. Proprietary Rights Notices.

   (a) You shall display the TomTom logo and copyright notice on all collateral, advertisements and product packaging showing a Map Display created using the Map Functionality.

   (b) You shall include in the "about box" of each of Your Map Applications:

      (i) the following notice:

         Copyright 1984–Present, TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to TomTom and is provided to you on an "AS IS" and "WITH ALL FAULTS" basis.

      and;

      (ii) this link: www.mapdatanotices.com ("Notices URL") as an active hyperlink that when clicked will launch the Notice URL webpage in the browser of the Handheld Product.