

**BlackBerry Dynamics Software Development Kit (“SDK”)
Developer License Agreement**

VERSION DATED: August 5, 2020

These SDK license terms and conditions are an agreement (“Agreement”) between BlackBerry Limited, (“BlackBerry”, and the company or organization that you represent (“you”). Before downloading the SDK, please carefully read the Agreement.

BY CLICKING TO ACCEPT THIS AGREEMENT OR BY COPYING, DOWNLOADING, INSTALLING, ACTIVATING OR USING THE SDK, YOU: (I) REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY OR ORGANIZATION YOU REPRESENT; AND (II) AGREE ON BEHALF OF THE COMPANY OR ORGANIZATION YOU REPRESENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SDK AND DO NOT COPY, DOWNLOAD, INSTALL, ACTIVATE OR USE ANY PORTION OF THE SDK.

A. Definitions:

- a. “Affiliate” means any entity controlling, controlled by, or under common control with BlackBerry. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or exercise a controlling influence on the management of such entity, whether through the ownership of voting securities, by contract or otherwise.
- b. “Application” means one or more software application programs that are developed by Developer under the terms of this Agreement that use and/or incorporate any of the BlackBerry Dynamics Software, including bug fixes, updates, upgrades thereto.
- c. “BlackBerry Dynamics Authorized Embedded Partner” means a third party independent software vendor or systems integrator who has developed one or more Applications and such Application(s) have been authorized for distribution under the BlackBerry Dynamics Embedded Partner Program.
- d. “BlackBerry Dynamics Client Libraries” means a single instance of the BlackBerry client runtime libraries portion of the BlackBerry Dynamics Software operating on a single device in connection with a Developer’s Application.
- e. “BlackBerry Dynamics Embedded Partner Program Agreement” means the then-current program setting forth BlackBerry’s security, testing, marketing, public relations, and product interoperability requirements and recommendations for eligible Embedded Partners wishing to commercially distribute the BlackBerry Dynamics Client Libraries with their Application(s). “BlackBerry Dynamics Enterprise Server” means an instance of the BlackBerry enterprise server portion of the BlackBerry Dynamics Software, comprising the BlackBerry Unified Endpoint Management, BlackBerry Control (“BC”) and/or BlackBerry Proxy (“BP”) software modules, configured to operate with the Developer’s Application and the BlackBerry NOC.
- f. “BlackBerry Dynamics Service” or “Service” refers to the combination of BlackBerry Dynamics Software and services provided by the BlackBerry NOC that (i) allows an Application incorporating the BlackBerry Dynamics Client Libraries to securely connect and communicate with the BlackBerry Dynamics Enterprise Server and (ii) provides application management functions for such Application.
- g. “BlackBerry Dynamics Software” means the applicable BlackBerry Dynamics client and server software (source sample code and object code), libraries, application programming interfaces (APIs), Sample Code and accompanying documentation, excluding any Open Source Software. The term “Software” shall include, after the date of delivery by BlackBerry, any upgrades, updates, bug fixes or modified versions, related documentation and backup copies of the Software licensed or provided to Developer by BlackBerry directly or indirectly.
- h. “BlackBerry Network Operations Center” (or “NOC”) is BlackBerry’s server-based computing infrastructure used by BlackBerry to provide the Services.
- i. “BlackBerry Sample Code” means the software code contained in the SDK sample code directory provided by BlackBerry to Developer and/or found at BlackBerry’s developers website.

- j. “Customer” means a person or entity who acquires one or more Applications directly or indirectly from Developer under the terms of an end-user license agreement for such person or entity’s internal business purposes, and not for sale, resale, lease or any other form of distribution to third parties.
 - k. “Derivative Work” shall mean a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement under the United States Copyright Act.
 - l. “Developer Test Data” means any sample data used by Developer to exercise or test the functionality of its Application, and not any data of commercial value or containing confidential or personally identifiable information of any person.
 - m. “Embedded Partner Deployment License” is a limited license grant provided within the BlackBerry Dynamics Embedded Partner Program Agreement.
 - n. “Open Source Software” means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the BSD License; and (f) the Apache License.
 - o. “Order” means an applicable order for an Embedded Partner Deployment License as and when accepted by BlackBerry.
- B. Limited License Grant:** Subject to your compliance with the terms of this Agreement, BlackBerry grants you only the following limited license(s) (“Licenses”):
- a. Development License. BlackBerry hereby grants you a limited non-exclusive, non-transferable right to use:
 - i. a maximum of one copy of the BlackBerry Dynamics Enterprise Server; and
 - ii. a maximum of twenty-five (25) object code copies of the BlackBerry Dynamics Client Libraries;
 in accordance with the terms of this Agreement, solely for the purpose of developing and testing Applications using Developer Test Data internally within Developer's organization and not for purposes of any distribution to any third party, commercial or otherwise (“Development Usage”). Without limiting the foregoing, any Applications which access or make use of any application program interface that is provided to you in the BlackBerry Dynamics Software may not be installed or used pursuant to the licenses granted hereunder, except in an internal test environment.
 - b. Limited License for BlackBerry Sample Code. Subject to Developer’s compliance with the terms and conditions of this Agreement, BlackBerry hereby grants to Developer a revocable, non-exclusive, non-transferable, nonsub licensable, personal license to create Derivative Works of the BlackBerry Sample Code solely for the purpose of developing and testing Applications.
 - c. Proof of Concept Trials. You may authorize up to a 60-day trial for each of your potential Customers to evaluate the Application, provided that you shall ensure that each Customer shall enable no more than a maximum of twenty-five (25) object code copies of the BlackBerry Dynamics Libraries where each individual copy is embedded within an Application that is in compliance with this Agreement. BlackBerry will cooperate with you regarding the provisioning process for trial accounts.
- For clarity, the Developer is not granted any licenses or rights to make any Application available for commercial use by Customers pursuant to this Agreement. Separate terms and conditions shall apply in relation to a Customer’s commercial license and support for Applications.
- C. Records and Reconciliation:** You will, during the Term and for one (1) year following its termination, create and maintain records regarding your use and distribution of the BlackBerry Dynamics Software and use of the Service, which records shall include, without limitation, each installation of BlackBerry Dynamics Software, distribution of credentials and/or usage of Service under this Agreement (collectively, “Records”). At

BlackBerry's request, you will promptly provide such Records to BlackBerry, for the purpose of verifying compliance with this Agreement. In the event of any inconsistency between BlackBerry's records regarding your use of the Software and Services and the Records, BlackBerry's records shall be deemed to be accurate (unless BlackBerry's records are definitively proven by you to be incorrect). If you fail to create, maintain or deliver Records as required under this Section or in the event of any dispute as to the accuracy of Records, BlackBerry may audit your use of the BlackBerry Dynamics Software (e.g., via review of copies of applicable server or device log files, etc.), at any location in which it is or has been installed or otherwise utilized by you, subject to your reasonable policies with respect to security and confidentiality.

- D. **Terms of BlackBerry Dynamics Service:** During Development Usage, BlackBerry will provide the Service to the BlackBerry Dynamics Client Libraries licensed for use hereunder; however, the Service will not include performance monitoring. BlackBerry will use commercially reasonable efforts to: (a) make available the NOC service during 9am to 5pm, Pacific Time and BlackBerry will reserve weekday evenings (continental US time) and weekends for NOC maintenance activities; (b) BlackBerry will use commercially reasonable efforts to communicate to Developer in advance of any planned maintenance of the NOC; and (c) in the event of any unplanned service degradation, BlackBerry will make commercially reasonable efforts to recover from the event to maintain service availability and to send notice will be sent to Developer during normal coverage hours, or as soon as practical, advising you of any unplanned service degradation. Without limitation, the terms and conditions of any Service provided by BlackBerry to any Customer using the BlackBerry Dynamics Libraries licensed by Developer pursuant to an Embedded Partner Deployment License shall be only those expressly agreed upon between BlackBerry and the relevant Customer.
- E. **Support:** For the avoidance of doubt, pursuant to this Agreement, during Development Usage, BlackBerry will not supply, and Customers are not entitled to, any technical support, warranty or documentation associated with the BlackBerry Dynamics Software from BlackBerry under this Agreement. BlackBerry may extend, enhance, or otherwise modify the BlackBerry Dynamics Software or Services provided hereunder at any time without notice, but is under no obligation to do so. If updates are made available to you by BlackBerry, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate license, in which case the terms of that license will govern. You acknowledge that BlackBerry has no express or implied obligation to announce or make available any updates to the BlackBerry Dynamics Software or to any services to anyone in the future. Without limiting the above, in connection with Development Licenses and/or Development Usage, BlackBerry may (but shall have no obligation pursuant to this Agreement to) provide Developer with web-based maintenance or support regarding, or updates to, the BlackBerry Dynamics Software. BlackBerry may optionally offer, and Developer may optionally order, extended levels of support for Embedded Partner Deployment License(s). Without limitation, the terms and conditions of any support, warranty or documentation associated with the BlackBerry Dynamics Software provided by BlackBerry to any Customer using the BlackBerry Dynamics Libraries licensed by Developer pursuant to an Embedded Partner Deployment License shall be only those expressly agreed upon between BlackBerry and the relevant Customer.
- F. **Open Source Software:** To the extent any license to any Open Source Software requires that BlackBerry provide Developer the rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to Developer in this Agreement, then such rights in the applicable Open Source Software license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such Open Source Software. Developer acknowledges and agree that unless otherwise required by the applicable Open Source Software license, each Open Source Software license is solely between Developer and the applicable licensor of the Open Source Software. Developer shall comply with the terms of all applicable Open Source Software licenses, if any. If your Application includes any Open Source Software, you agree to comply with all applicable Open Source Software licensing terms. You also agree not to use any Open Source Software in the development of your Application in such a way that would cause the non-Open Source Software portions of the BlackBerry Dynamics Software to be subject to any Open Source Software licensing terms or obligations.
- G. **Application, Software & Service Restrictions:** Except as expressly permitted or required by this Agreement, the Interoperability Requirements, or in any BlackBerry Dynamics Embedded Partner Program agreement:
 - a. Developer shall not (and shall not allow its personnel or any third party to):
 - i. modify or create derivative works of the SDK or any BlackBerry Dynamics Software without the express written consent of an officer of BlackBerry;

- ii. reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any BlackBerry Dynamics Software (or any portion thereof), or permit, acquiesce, authorize or encourage any other party to do the same. For the purposes of this Agreement, “reverse engineer” includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing 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) or services or any method or process of obtaining or converting any information, data or software from one form into a human-readable form;
 - iii. remove or alter any product identification, trademark, copyright or other notices embedded within or appearing within or on the BlackBerry Dynamics Software, including the BlackBerry Sample Code; or
 - iv. provide, lease, lend, sublicense, use for timesharing or service bureau purposes or otherwise use or allow the use of the any BlackBerry Dynamics Software for the benefit of any third party (including by way of multiplexing or pooling) other than permitted by BlackBerry in writing. Developer shall be solely responsible to BlackBerry for the observance and compliance with all terms and conditions hereunder by its employees, contractors, service providers and agents (including its affiliates) and any other third party who has been permitted access to the any BlackBerry Dynamics Software as a result of Developer’s action or inaction. Developer shall indemnify, hold harmless and defend BlackBerry and its licensors from and against any claims or suits, including attorneys’ fees and expenses, which arise or result from any unauthorized or illegal use or distribution of the any BlackBerry Dynamics Software by (or permitted by) the Developer.
- b. Technical & Application Requirements. Developer acknowledges that BlackBerry reserves the right to accept, limit, or reject your access to the Service. Without limitation:
 - i. Each copy of an Application that incorporates the BlackBerry Dynamics Client Libraries shall display the following copyright statement: “Portions of this software are © 2020 BlackBerry Limited. All rights reserved.”;
 - ii. If you utilize more concurrent copies of the BlackBerry Dynamics Client Libraries in connection with the Service than the number you are licensed to use, BlackBerry may limit or terminate your access to the Service;
 - iii. As a condition to the acceptance of any Order for an Embedded Partner Deployment License, you must agree to the Terms and Conditions of the BlackBerry Dynamics Embedded Partner Program Agreement;
 - iv. The BlackBerry Dynamics Service was designed for Applications sending and receiving asynchronous text-based data, and not voice, video or other bandwidth-intensive or latency-sensitive applications. You agree not to exploit the Service provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You understand that BlackBerry will reserve the right to (A) limit or terminate Service to Applications which in BlackBerry’s reasonable judgment exceed BlackBerry’s acceptable NOC bandwidth usage; or (B) charge for Service for Applications which exceed BlackBerry’s acceptable NOC bandwidth usage;
 - v. Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, “backdoors”) which could damage, destroy, or adversely affect the BlackBerry Dynamics Software, Service, or other software, firmware, hardware, data, systems, services, or networks; and
 - vi. Without limitation, BlackBerry reserves the right to reject any Order related to an Application which has as its primary functionality the mobile delivery of email/calendar/contacts or other functionality offered by products of BlackBerry.
- c. DEVELOPER ACKNOWLEDGES AND AGREES THAT BLACKBERRY DYNAMICS SOFTWARE IS A GENERAL PURPOSE DEVELOPMENT PLATFORM AND AGREES THAT THE BLACKBERRY DYNAMICS SOFTWARE AND SERVICE MUST NOT BE RELIED UPON FOR THE TRANSMISSION OF DATA RELATING TO EMERGENCY, MISSION CRITICAL OR LIFE THREATENING SITUATIONS OR FOR USE REQUIRING FAILSAFE PERFORMANCE AND OR WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE.

- H. **No Warranty:** BLACKBERRY DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLACKBERRY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTIES CONCERNING THE NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO WARRANTY IS PROVIDED AND NO LIABILITY IS ASSUMED BY BLACKBERRY REGARDING DATA PROTECTION OR SECURE PROCESSING OR STORAGE OF ANY DATA.
- I. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY:
- (A) BLACKBERRY, ITS RESELLERS AND ITS SUPPLIERS EXCLUDE AND DISCLAIM ANY LIABILITY (i) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (ii) FOR ANY LOSS PROFITS (WHETHER DIRECT OR INDIRECT), LOST INCOME OR REVENUES, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR OTHER ECONOMIC LOSS, AND (iii) DURING ANY DEVELOPMENT, BETA OR TESTING PERIOD;
- (B) UNDER NO CIRCUMSTANCES WILL BLACKBERRY, ITS RESELLERS AND/OR SUPPLIERS BE LIABLE TO YOU, DEVELOPER OR ANY THIRD PARTY FOR AN AMOUNT GREATER THAN TOTAL FEES PAID TO BLACKBERRY HEREUNDER OR BY CUSTOMERS USING YOUR APPLICATION TO BLACKBERRY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE;
- (C) BLACKBERRY, ITS RESELLERS AND SUPPLIERS DISCLAIM ANY AND ALL LIABILITY FOR LIABILITY OF ANY KIND RESULTING FROM MISUSE OF THE SOFTWARE OR FROM ANY FAILURE BY YOU OR OTHER THIRD PARTIES TO KEEP SECURE OR LIMIT ACCESS TO SERVERS AND DEVICES; AND
- (D) NO ONE ELSE INCLUDING WITHOUT LIMITATION, RESELLERS OR SUPPLIERS CAN ENLARGE BLACKBERRY'S OBLIGATIONS UNDER THIS AGREEMENT NOR RESTRICT THESE LIMITATIONS OF LIABILITY. IF YOUR JURISDICTION PROHIBITS ANY PART OF THE LIMITATION OF LIABILITY, ONLY THAT PART OF THE LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.
- J. **Indemnification:** You shall defend, indemnify and hold harmless BlackBerry and its Affiliates and their respective officers, directors, employees, independent contractors and agents ("**BlackBerry Indemnities**") from and against any and all claims, actions, suits and causes of action (collectively "**Claims**"), liabilities, damages, losses, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to: (i) any allegation that any Application or its use infringes a third party's patent, trade secret, copyright or other intellectual property right; (ii) any Application or its use; or (iii) any breach of this Agreement by you or any of your employees or independent contractors. BlackBerry will notify you in writing of any Claim and BlackBerry may at its option and expense participate in the defence of the Claim or its settlement.
- K. **Confidentiality:** Except to the extent expressly permitted under this Agreement, you shall not use or disclose to any third party any non-public information related to the BlackBerry Dynamics Software or Service, including, without limitation, with respect to your use or testing of the BlackBerry Dynamics Software or Service. Notwithstanding the foregoing, you may disclose such information on a need to know basis to those of your employees and independent contractors who are subject to a legally enforceable obligation to maintain the confidentiality of such information.
- L. **Privacy Policy:** You consent to BlackBerry's (including BlackBerry's Affiliates, service providers and Resellers within and outside the United States) collection, processing, transmission and disclosure of any personally identifiable information or other data submitted by you or your Customers or end users to BlackBerry, in accordance with the terms specified in BlackBerry's Privacy Policy ("**Privacy Policy**"), as BlackBerry may modify from time to time. You may obtain a copy of the current version of the Privacy Policy at <http://us.blackberry.com/legal/privacy-policy.html>. You, your Customers, and your end users consent to any

amendments to the Privacy Policy by continuing to use the BlackBerry Dynamics Software or Service after their date of publication on BlackBerry's website. Notwithstanding the foregoing, you will at all times comply with all applicable data protection laws related to your use of the BlackBerry Platform and will obtain the prior consent of all end users to the collection, use or delivery to BlackBerry of such Customers' personally identifiable information.

- M. **Export, Restricted Rights:** The BlackBerry Dynamics Software may be subject to U.S. and foreign export and import control laws, including without limitation the U.S. Export Administration Act. You agree to comply with all such regulations and acknowledge that you are responsible for obtaining any necessary licenses to import and re-export BlackBerry Dynamics Software outside the USA. You agree that the Software will not be exported, imported, used, transferred, or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities. You represent that: (a) to the best of your knowledge, you are eligible to receive the Software under applicable law; and (b) you will ensure that your receipt and use of the Software is in accordance with the restrictions in this Section M.
- N. **Intellectual Property and Feedback:** The BlackBerry Dynamics Software and Service is protected by US and international copyrights, patents, trade secrets and other intellectual property rights. BlackBerry shall retain all right, title, interest, ownership and other intellectual property rights in and to the BlackBerry Dynamics Software and Service. This Agreement confers no title or ownership in the Software or any rights therein. You may, but are not obligated to, provide BlackBerry suggestions, comments and feedback, in oral or written form, about the BlackBerry Dynamics Software ("BlackBerry Feedback"), and in connection with providing such BlackBerry Feedback, you hereby grant and shall grant BlackBerry, without charge, all right, title and interest necessary to use, share and commercialize the BlackBerry Feedback in any way and for any purpose. In the event your Application is disclosed to BlackBerry for the purpose of any review, analysis or assistance as set forth herein, you grant to BlackBerry a revocable, worldwide, non-exclusive, royalty-free license to use the Application in executable object code form, solely for such purpose and not for any other commercial use. The preceding sentence only grants a limited license and is not a sale of the Application or any portion or copy thereof, and BlackBerry obtains no right, title or interest from you under this Agreement in or to any Applications that Developer develops. BlackBerry reserves any and all rights not expressly granted to you herein.
- O. **Government End Users:** The BlackBerry Dynamics Software is a "Commercial Item", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.
- P. **Term and Termination:** Survival: Either party may terminate this Agreement at any time for any reason by giving at least sixty (60) days notice in writing to the other party. BlackBerry may terminate this Agreement upon written notice to you if you breach any of its terms and fail to correct the breach within thirty (30) days following receipt of such written notice. Notwithstanding the foregoing, this Agreement may be terminated immediately by BlackBerry in the event of breach by you or any of your employees or independent contractors of Section B (Limited License Grant), Section F (Open Source Software), Section G (Application, Software & Service Restrictions), Section K (Confidentiality), Section M (Export, Restricted Rights) or Section N (Intellectual Property) of this Agreement. Upon the effective date of any expiration or termination of this Agreement and without further notice to you, the license to use the BlackBerry Dynamics Software, any license to distribute the BlackBerry Dynamics Client Libraries and your right to access the Service shall immediately cease and you will destroy or delete any copies of the Software in your possession; provided, however, that any sublicenses of the BlackBerry Dynamics Libraries, to the extent validly granted to Customers pursuant to Section B(b) prior to termination of this Agreement shall survive such termination subject to compliance by Customers with the obligations set forth in their agreements with BlackBerry outside of this Agreement. The following Sections of this Agreement will survive its expiration or termination, howsoever occurring: A, C, F-N inclusive, P and Q.
- Q. **General:**
 - a. **Assignment.** You may not assign this Agreement or any of your rights hereunder without BlackBerry's prior written consent, which consent shall be subject to BlackBerry's sole discretion. Any attempted assignment

in breach of this provision will be void. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

- b. **Notices.** Except as otherwise provided in this Agreement, any notice provided by BlackBerry to you hereunder shall be in writing and delivered electronically to the last e-mail address provided by you to BlackBerry. Electronic notice to you shall be deemed to have been duly given on the date that it was sent. Alternatively, BlackBerry may post notices to you on the BlackBerry Developer Portal. No notice shall be binding on BlackBerry unless delivered by courier to BlackBerry, addressed to BlackBerry's Legal Department at 2200 University Avenue East, Waterloo, Ontario Canada, N2K 0A7.
- c. **Governing Law; Equitable Relief; Attorneys' Fees.** THIS AGREEMENT SHALL BE GOVERNED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, USA (EXCLUDING ITS CHOICE OF LAW PROVISIONS, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT AND ANY ADAPTATION THEREOF). The parties agree that damages will be an inadequate remedy in the case of your breach of certain terms of this Agreement, and that BlackBerry may therefore seek equitable relief in addition to any other remedies it may have for such breach without the requirement of posting a bond. The prevailing party in any legal action related to this Agreement is entitled to recover its reasonable attorneys' fees and costs from the other party. You irrevocably consent and attorn to the jurisdiction of the courts located in New York, New York for any claims arising from or related to this Agreement. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.
- d. **Modifications.** BlackBerry reserves the right to modify this Agreement, including to reflect changes in law or business practices. Notwithstanding anything to the contrary herein, BlackBerry shall notify you of the change by a reasonable means of notice, including posting the revised Agreement at the BlackBerry Developer Portal. You should regularly visit the portal to review the most current version of this Agreement. Changes to this Agreement will be effective as of the date set forth on the revised Agreement and you agree that your continued use of the Software after the changes become effective shall constitute your acceptance of the revised Agreement. If there is any inconsistency between this Agreement and any documentation used with the Software, the provisions of this Agreement shall apply to the extent of the inconsistency.
- e. **Miscellaneous.** Nothing in this Agreement is intended to create a partnership, franchise, joint venture or agency relationship between the parties. Neither Party shall use the name, trade name or any trademark of the other Party in any advertising, promotion, public relations or media release relating to this Agreement without the prior written consent of the other Party. This Agreement, together with any Orders placed hereunder and any documents incorporated herein by reference, constitutes the complete agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements, representations or understandings. There are no intended third party beneficiaries of this Agreement. If any of the provisions of this Agreement are held to be in violation of applicable law or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction. Any ambiguities herein will be clarified in an equitable manner without regard to authorship. The provisions of this Agreement, including any Orders placed hereunder may only be waived or modified in a writing signed by a representative of each party with authority to bind.