

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is a legal agreement between you on behalf of a company or other entity as its representative (“**You**” or “**Customer**”) and BlackBerry Limited or its affiliate as set forth in subsection 10A below (“**BlackBerry**”). Together You and BlackBerry are the “**Parties**” and individually a “**Party**”.

THIS AGREEMENT, AS FURTHER SPECIFIED BELOW, GOVERNS THE CUSTOMER’S PURCHASE AND RECEIPT OF BLACKBERRY PROFESSIONAL SERVICES, INCLUDING ANY DELIVERABLES.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY EITHER: (I) AGREEING TO AN ORDER WHERE THE AGREEMENT IS INCORPORATED BY REFERENCE; (II) ACCEPTING THE PROVISION OF PROFESSIONAL SERVICES OR DELIVERABLES (AS DEFINED BELOW), OR, (III), WHERE APPLICABLE, BY CLICKING ON THE “AGREE” OR “ACCEPT” BUTTON.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER, REPRESENTS AND WARRANTS THAT: (I) THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT; AND, (II) THE CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF THE INDIVIDUAL ASSENTING IS NOT AUTHORIZED TO ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE ENTITY THEY REPRESENT, DO NOT USE THE SERVICES OR DELIVERABLES (AS DEFINED BELOW).

1. Scope. This Agreement will govern BlackBerry’s performance of the professional services specified in an applicable BlackBerry order which incorporates by reference these terms (“**Order**”).

2. Services; Deliverables.

A. Subject to the terms and conditions of this Agreement, BlackBerry will provide Customer with the professional services (“**Services**”) and deliverables (“**Deliverables**”) outlined in the relevant program documents listed below (collectively the “**Program Documents**”):

- a. the relevant BlackBerry Service Program Description posted at www.blackberry.com/legal;
- b. the service details and terms described in any Order; and/or,
- c. any statement of work/job order associated with your Order.

B. Upon Customer’s payment of all fees due to BlackBerry, BlackBerry grants Customer, a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy and use (as applicable), solely for Customer’s internal and non-competitive business purposes, any Deliverables (including any summaries or reports, e.g. system health check reports, cybersecurity reports, or migration plans), provided that, notwithstanding anything else herein, any software deliverables or tools or other BlackBerry products that are delivered as part of the Deliverables (including any products that are configured or installed in connection with the delivery of Services) may only be used in accordance with the applicable licenses granted by BlackBerry to Customer including, without limitation, for (a) for development purposes as set out in the QNX Development License Agreement available at QNX Software Centre and also made available at <http://licensing.qnx.com/info/> and (b) for runtime distribution purposes as set out in the distribution license agreement that has or will be entered into between BlackBerry and Customer.

C. Services and Deliverables will be deemed accepted upon delivery, unless acceptance criteria and/or procedures are outlined and agreed between the Parties in writing in the relevant Program Documents (“**Acceptance Criteria**”). Where applicable, Customer may reject the relevant Services and/or Deliverables in writing based on such Acceptance Criteria. Such rejection must include sufficient details of the alleged material defects. Where both Parties have agreed to Acceptance Criteria in writing, and unless as may otherwise be stated in the Program Documents, Customer shall have three (3) business days from delivery of the relevant Services and/or Deliverables (“**Acceptance Period**”) to inspect the Services and/or Deliverables and to provide written notification of rejection to BlackBerry. In absence of such written notification, such Services and/or Deliverables shall be deemed to be accepted at the end of the Acceptance Period. If the Services and/or Deliverables do not materially conform, BlackBerry, at its own expense, shall bring any rightfully rejected Services and/or Deliverables into conformity. Customer’s sole and exclusive remedy for any delivery of Services and/or Deliverables that do not meet the Acceptance Criteria shall be to: 1) redeliver conforming Services and/or Deliverables, or 2) if redelivery is not possible, to provide a pro-rata refund of the fees applicable to the non-conforming part of the Services and/or Deliverables.

D. Unless otherwise agreed to by Customer and BlackBerry all Services and Deliverables will be provided remotely.

E. Customer may request a change to the Program Documents by submitting a change request form as provided by BlackBerry. Upon receipt of such change request form, BlackBerry shall assess the impact of such request. No such requests shall be deemed accepted and no additional fees or a change in scope shall apply unless accepted in writing by both BlackBerry and Customer, prior to the change being carried out.

3. Customer Obligations; Customer License; Processing Data while Performing.

A. Customer Obligations. Customer agrees to reasonably cooperate with BlackBerry in its performance of Services and delivery of Deliverables, including by providing access to appropriate personnel, accurate and complete information and/or data, systems, necessary license rights (including obtaining any third-party license rights for any software and/or documentation required for the performance of the Services under this Agreement), equipment, consents, approvals, responses, and/or as otherwise identified in the Program Documents and as reasonably necessary to timely provide the Services and Deliverables contemplated by the Parties. Customer agrees that BlackBerry shall not be liable hereunder for any deficiency in performing the Services or delivering Deliverables to the extent the deficiency results from Customer (or its personnel) or the failure by Customer to provide any of the foregoing. In addition, Customer represents and warrants that it is authorized to act on behalf of the owner or licensee of, or is the authorized representative of an individual, business or other legal entity having contractual usage rights granted by an internet service provider or web host owning or licensed to use, any and all internet protocol addresses and the associated computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices on which Customer directs those Services to be performed. Customer agrees to cooperate with BlackBerry to verify the identity of authorized representatives of Customer in connection with Customer's use of the Services or Deliverables.

B. Customer Materials. "**Customer Materials**" shall include any data, content or other tangible or intangible systems, technology or material provided by Customer (or its representatives) to BlackBerry either directly or indirectly through the Parties' respective personnel or affiliates or otherwise collected or obtained by BlackBerry in connection with delivering Services (including Deliverables) under this Agreement. Customer grants BlackBerry a worldwide, sub-licensable, royalty-free and non-exclusive license to use, reproduce, modify and adapt, distribute or otherwise exploit such Customer Materials but solely as needed for the purpose of this Agreement and Customer warrants and covenants that it has the right to grant to BlackBerry such a license.

C. Processing of Personal Data. "**Personal Data**" means information which is provided by Customer to BlackBerry or which is collected by BlackBerry in connection with the activities contemplated herein and which data protection laws applicable in the jurisdictions in which such person resides define such information as "Personal Data" or "Personal Information" or such other similar designation. Customer, agrees that BlackBerry (and its contractors performing Services on behalf of BlackBerry hereunder) may collect, aggregate, use, process, transfer, store, and disclose (collectively "**Process**" or "**Processing**") Personal Data for the purposes set out in this Agreement and in BlackBerry's Privacy Policy, as may be amended from time-to-time by BlackBerry and which is incorporated herein by this reference, the current version of which can be viewed at www.blackberry.com/legal. Customer represents and warrants, on its own behalf and on behalf of its employees and/or independent contractors, that it has obtained all necessary consents to such Processing, including collection of Customer's employees' and/or independent contractors' personal information as required for the delivery and use of the Services and/or Deliverables and as contemplated in this Agreement.

D. Compliance with Laws. Customer agrees to comply with and be responsible for any laws, regulations, filings, registrations, licenses, approvals and consents required in the relevant country or jurisdiction including without limitation import, export or data privacy laws and regulations applicable to Customer, the acceptance of this Agreement by Customer, and the receipt or use of the Services and Deliverables by Customer including without limitation the transfer or provision of information, technology, data or personal information to BlackBerry.

4. Fees; Invoicing; Taxes.

A. Fees. Customer shall pay BlackBerry (1) the fees identified in the relevant Order, and (2) all fees set out in subsequent invoices as may be issued by BlackBerry in relation to the Services provided pursuant to this Agreement. Fees are exclusive of any travel, living or other expenses or Taxes (as defined below), which, if due, shall be charged separately. Fees due hereunder are non-cancellable and non-refundable, unless otherwise expressly stated herein or agreed in writing.

B. Invoicing; Payment Terms; Taxes.

(i) Unless otherwise agreed by BlackBerry, all payments must be made in the currency used by the BlackBerry entity with which Customer has placed its Order in advance or, to the extent specified accordingly in the applicable invoice, within net thirty (30) days from the date of the invoice. If Customer has not paid BlackBerry in accordance with the applicable terms including, where applicable, the Customer's pre-paid subscription fee has gone into a negative balance, BlackBerry reserves the right, at its option, to: (1) suspend or refuse to provide the Services (including Deliverables) or complete the Services if such Services have commenced; or (2) continue to provide Services at a fifteen percent (15%) surcharge on the applicable hourly rate(s), until BlackBerry receives payment in full. Any sum not paid by Customer when due will bear interest from the due date until paid at a rate of: (a) ten percent (10%) per annum; or (b) the maximum rate permitted by law, whichever is less.

(ii) Customer may not withhold payment of any invoice on the basis of any dispute, including dissatisfaction with the Services (including Deliverables), other than on the basis of a clear error on the face of the invoice including, for example, a calculation error or a quantity error. Payment by Customer shall not preclude Customer from questioning any charges that Customer believes to be improper or incorrect, within a reasonable period of time.

(iii) All fees payable hereunder by Customer are exclusive of any Taxes. Customer shall be responsible for and shall pay all taxes due under or in relation to this Agreement, including, but not limited to, withholding taxes, charges, duties, levies or other applicable amounts ("**Taxes**"). If Customer is required to withhold any amounts (including, without limitation, Taxes) from payments ("**Withholdings**"), then the amount payable by Customer shall be increased by the amounts of such Withholdings. Customer shall promptly furnish BlackBerry with all official receipts evidencing payment of Taxes due under or in relation to this Agreement.

5. Confidentiality.

A. “Confidential Information” is hereby defined as: (i) any information in whatever form or medium that is proprietary or confidential to the disclosing Party; (ii) which is disclosed to the recipient Party by the disclosing Party or its representatives, or otherwise obtained by the receiving Party; and, (iii) is related to the provision of the Services or delivery of Deliverables, in whole or in part. Confidential Information shall not include information that (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving Party on a nonconfidential basis from a source not under obligations of confidentiality, (C) is already known by the receiving Party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving Party independent of any disclosures of such information to the receiving Party.

B. Duties. Neither Party (nor any of its representatives) shall use or reproduce the Confidential Information of the other Party for any reason other than as reasonably necessary to provide or use the Services and/or Deliverables, in whole or in part, as provided under this Agreement subject to and limited by the terms and conditions in this Agreement. Except as specifically permitted in this Agreement or with the prior express written permission, the Parties shall not disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the other Party, to any third party, except as necessary to perform hereunder, provided that either Party may disclose Confidential Information to its personnel who are involved in performing this Agreement, have a need to know, and who are bound by obligations of confidentiality no less restrictive than the obligations stated herein. Each Party will use at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Parties may disclose Confidential Information if and only to the extent it is required to do so by law provided that the Party gives the other Party sufficient notice to enable the other Party to seek an order limiting or precluding such disclosure.

C. Survival. The obligations of non-use and confidentiality stated herein shall survive for five (5) years from the date of disclosure hereunder (except for trade secrets, which shall remain subject to the terms of this section for so long as it constitutes trade secrets).

6. Intellectual Property Rights. BlackBerry has created or has licensed intellectual property, including, general know-how, concepts, advice, techniques, methodologies, ideas, strategies, solutions, documentation, templates, trade secrets, software and/or other tools that it may use or disclose or provide in connection with the provision of Services (including Deliverables) under this Agreement (collectively “**BlackBerry IP**”). Customer understands and agrees nothing herein shall be construed to prohibit BlackBerry from entering into agreements with other customers for the provision of services similar to the Services (including Deliverables) contemplated hereunder which may require use or disclosure of similar or the same BlackBerry IP. All rights, title, and interest in and to the Services and Deliverables (including any information, software, hardware and/or other materials delivered under this Agreement), and BlackBerry IP, shall be owned by BlackBerry (and its licensors).

7. Warranties; Disclaimers.

BlackBerry warrants to Customer that it will perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards. While BlackBerry is committed to providing versatile and reliable product, it does not warrant that the Deliverables can be made to function in accordance with associated developer documentation, or other published specifications, in the case of every hardware platform and configuration of software modules.

EXCEPT AS EXPRESSLY WARRANTED, THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NOTHING STATED IN THIS AGREEMENT WILL IMPLY THAT: (i) THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ERRORS WILL BE CORRECTED; OR, AS APPLICABLE, (ii) THAT THE SERVICES OR DELIVERABLES WILL PROVIDE A COMPREHENSIVE OR EXHAUSTIVE ASSESSMENT OF THE CUSTOMER’S VULNERABILITIES OR THE NECESSARY REMEDIAL ACTIONS. OTHER WRITTEN OR ORAL STATEMENTS BY BLACKBERRY, ITS REPRESENTATIVES OR OTHERS DO NOT CONSTITUTE WARRANTIES OF BLACKBERRY.

8. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

A. IN NO EVENT SHALL BLACKBERRY BE LIABLE FOR ANY: (i) INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES (INCLUDING DELIVERABLES).

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BLACKBERRY TO CUSTOMER (AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES) FOR ANY DAMAGES, LOSSES OR COSTS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS RECEIVED BY BLACKBERRY FROM CUSTOMER FOR THE SERVICES DELIVERED (INCLUDING DELIVERABLES) UNDER THE RELEVANT ORDER FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIABILITY CAP IS BLACKBERRY’S TOTAL POTENTIAL LIABILITY IN THE AGGREGATE AND SHALL NOT IN ANY MANNER BE EXCEEDED, NO MATTER HOW MANY CLAIMS, COUNTERCLAIMS, CAUSES OF ACTION, SUITS, OR DEMANDS MAY BE ASSERTED.

C. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (I) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO BLACKBERRY; AND (III) TO BLACKBERRY, AS WELL AS ITS AFFILIATES, SUCCESSORS, SUPPLIERS, OFFICERS, DIRECTORS AND EMPLOYEES.

9. Term; Termination; Survival.

A. Term. This Agreement shall commence on the effective date of the Order which incorporates this Agreement by reference, and shall remain in effect unless terminated in accordance with the terms of this Agreement or replaced by a new or amended Agreement in accordance with Section 10(G).

B. Termination. By written notice to the other Party, a Party may terminate, or all or any portion of the Services pursuant to the applicable Program Documents, in the following circumstances:

- i) Immediately, in the event of a material breach by the breaching Party in the performance of its obligations hereunder, which remains uncured by the breaching Party for thirty (30) calendar days after the non-breaching Party provides written notice; or
- ii) Immediately, if the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the Party's property or assets related to the Services, or upon liquidation, dissolution or winding up of the Party's business;
- iii) Upon ninety (90) days' written notice to the other Party, provided that, to the extent there are Orders still in effect when a Party terminates this Agreement, such Order shall continue to be governed by this Agreement, as if this Agreement had not been terminated.

C. Effects of Breach/Termination; Survival. If Customer breaches this Agreement, BlackBerry may, in addition to all other rights and remedies provided in this Agreement or by law, cease providing the Services. Notwithstanding anything else in this Agreement, Customer's payment obligations and the provisions of Sections 2B, 3D, 4, 5, 6, 7, 8, 9C, and 10 of this Agreement will survive termination or expiration of this Agreement for any reason.

10. General.

A. Governing Law, Dispute Resolution. The governing law, dispute resolution and venue for this Agreement shall be as follows:

i) Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws as specified below ("**Governing Law**"), excluding conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods. Except as expressly provided herein, each Party irrevocably consents and submits to the exclusive jurisdiction of the courts as specified below and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law.

Where invoice is issued by BlackBerry and Customer's primary address is located in:

- a) Canada, Caribbean, Germany, South America, or any other region or country not listed in subsections (b) - (d) inclusive below: (A) "**BlackBerry**" means BlackBerry Limited; and (B) the Governing Law of this Agreement is the laws of the Province of Ontario, Canada and the courts of the city of Toronto, Ontario, Canada shall have exclusive jurisdiction;
- b) United States of America and Japan: (A) "**BlackBerry**" means BlackBerry Corporation; and (B) the Governing Law of this Agreement is the laws of the State of California and, subject to the dispute resolution procedure in subsection 10(A)(ii)(a), the courts of the county of San Francisco, California, U.S.A. shall have jurisdiction;
- c) Europe (excluding Germany), the Russian Federation, Middle East or Africa: (A) "**BlackBerry**" means BlackBerry UK Limited; and (B) the Governing Law of this Agreement is English law and the courts of the city of London, England shall have exclusive jurisdiction; and
- d) Asia-Pacific (including Pakistan and Kazakhstan but not including Japan): (A) "**BlackBerry**" means BlackBerry Singapore Pte. Limited; and (B) the Governing Law of this Agreement is the laws of the Republic of Singapore and the courts of the Republic of Singapore shall have exclusive jurisdiction.

ii) Dispute Resolution.

- a) Any dispute, claim or controversy (collectively "**Claims**") arising out of or relating to this Agreement involving BlackBerry Corporation, including the determination of the scope, applicability or adjudicative process associated with this Agreement, shall be submitted to and determined by binding arbitration in the county of San Francisco, California, U.S.A. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. For Claims of five million United States dollars (\$5,000,000), or less, the arbitration shall be administered pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Any judgment awarded by JAMS may be entered in any court having jurisdiction.

- b) With respect to any dispute, claim or controversy arising out of or relating to this Agreement involving BlackBerry Limited, BlackBerry UK Limited and BlackBerry Singapore Pte. Limited, the Parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

B. Severability. To the extent any section, clause, provision or sentence or part thereof (“**Part**”) of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Agreement; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render this Agreement valid and enforceable.

C. Export. Customer agrees that the Services and/or Deliverables may include cryptographic technology, data or information and shall not be received, exported, imported, used, transferred, accessed or re-exported except in compliance with the laws and regulations of relevant government authorities, including without limitation any U.S. and Canadian export control and economic sanctions laws and regulations. Customer represents and covenants that: (i) Customer and Customer employees and/or independent contractors are eligible to receive, use and/or access the Services and Deliverables under applicable law; and (ii) Customer shall ensure that its receipt and use of and/or access to the Services and/or Deliverables, or that of Customer’s employees and/or independent contractors, is in accordance with the restrictions in this Section.

D. Force Majeure. BlackBerry shall not be liable for its failure to perform or the delayed performance of its obligation under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to supplier strikes, lock-outs and labor disputes, third party acts, war, riot, civil commotion, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction not in force on the date this Agreement commence, accident, fire, flood, or severe weather conditions (“**Event of Force Majeure**”). BlackBerry agrees to give the Customer prompt notice of any Event of Force Majeure (containing sufficient details). If an Event of Force Majeure continues for more than thirty (30) working days, BlackBerry shall have the right to terminate, without liability to the Customer.

E. Notices. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and delivered by hand or sent by registered mail or courier, effective on the date of receipt, addressed as follows: if to You, at the billing address supplied to BlackBerry by You and, if to BlackBerry, addressed to BlackBerry Limited at 2200 University Avenue East, Waterloo, Ontario, Canada N2K 0A7, Attention: Legal Department. A Party may from time-to-time change its address by notice in writing to the other Party delivered hereunder. In addition, BlackBerry may at its option deliver the foregoing notice or other communication to an e-mail address provided by You to BlackBerry, which shall be effective and deemed delivered when transmitted, and if You have provided BlackBerry with no such address or at BlackBerry’s option, notice may be duly given when prominently posted on www.blackberry.com/legal.

F. English Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Where Customer’s primary address is located in Quebec, it is the express will of the Parties that this Agreement and all related documents be drawn up in English. C’est la volonté expresse des Parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

G. Entire Agreement; Modifications. The “**Agreement**” means these terms and conditions, together with any Program Documents and any other terms incorporated herein by reference. The Parties acknowledge and agree that they have not relied on any prior or contemporaneous communications, representations, warranties, conditions, or agreements whether oral or written, collateral or otherwise (collectively “**Pre-Contractual Statements**”) in entering into this Agreement and accordingly this Agreement between the Parties constitutes the entire agreement between the Parties. This terms and conditions set out herein prevail over any pre-printed terms or other conflicting terms of any purchase order, Program Documents, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. This Agreement may be modified by a written document executed by the Parties. Additionally, BlackBerry reserves the right to amend or replace this Agreement; however such amended or new Agreement will only apply to Orders placed after the date such Agreement is posted at www.blackberry.com/legal. Customer should regularly visit the site to review the version of this Agreement applicable at the time of Order placement. This Agreement supersedes any prior or contemporaneous communications, representations, warranties, conditions or agreements between the Parties, whether oral or written, collateral or otherwise, regarding the subject matter of this Agreement. The Parties acknowledge and agree that they shall: (i) treat any such Pre-Contractual Statements as being withdrawn and having the effect that they were never made; and (ii) have no right or remedy in respect of such Pre-Contractual Statements. Nothing in this Section shall operate to limit or exclude any liability for fraud.

H. Third Party Beneficiaries. The provisions of this Agreement are for the benefit of Customer and BlackBerry and not for any other person or entity, whether under statute or otherwise, except for BlackBerry’s affiliates.

I. Assignment and Subcontracting. BlackBerry may assign this Agreement with notice to Customer. Customer shall not assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of BlackBerry and any assignment in breach of this provision shall be void and of no effect. BlackBerry may perform its obligations under this Agreement directly or may have some or all of its obligations performed by any affiliate, contractor, subcontractor and/or services provider provided BlackBerry shall be responsible for the performance of such personnel and their compliance with BlackBerry’s obligations under this Agreement.

J. No Waiver. The waiver by either Party of any right provided under this Agreement must be in writing and signed by such Party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

K. Marketing and Promotion. From time-to-time, BlackBerry lists and/or mentions its customers in its marketing and communications initiatives. Customer agrees that BlackBerry may use Customer's name and logo worldwide, free of charge for such purpose. In addition, subject to applicable privacy law and BlackBerry's Privacy Policy, Customer expressly consent to BlackBerry contacting Customer personnel for marketing or promotional purposes.

L. Feedback. BlackBerry welcomes the identification of problems, improvements, suggestions, comments or other changes to its products or services (e.g. regarding their utility, reliability, or performance) ("**Feedback**"). Any Feedback provided by Customer (or its representatives) to BlackBerry shall be owned by BlackBerry.

M. Non-Solicitation. Customer shall not solicit for employment any BlackBerry employees which perform work under this Agreement for one (1) year after the completion of the Services (including Deliverables).