

## TEMPORARY SUPPORT SERVICES TERMS AND CONDITIONS

QNX Software System Limited (“**QSS**”) has agreed, upon a binding Temporary Services Order Form, to perform certain engineering services to support the Project for the Customer for the Term and pursuant to the terms and conditions set out below and in the Temporary Services Order Form (“**Support Services**”). Customer and QSS are individually a “**Party**” and together the “**Parties**”. Project, Customer, Support Start Date and Subscription Fee shall have the meaning set out in the Temporary Services Order Form.

1. The Support Services will commence on the Support Start Date and subject to Customer’s payment of fees, will continue until the earlier of (a) sixty days from the date of the Temporary Services Order Form; or (b) the date that Customer and QSS enter into a Custom Service Agreement (“**CSP**”) on QSS’ standard terms and conditions (the “**Term**”). Upon the expiration of the Term, QSS may, in its sole discretion, immediately cease providing Support Services to Customer. Notwithstanding the foregoing, if QSS continues to provide Support Services to Customer, the Term will be deemed to have automatically renewed and such renewal term will continue for so long as QSS, in its sole discretion, provides Support Services. Any Support Services provided during such renewal term will be subject to the same terms and conditions of this agreement, including without limitation, Section 2.

2. Customer will pay all fees under this agreement within thirty (30) days from the date of invoice. Support Services will be charged on a time and material basis at QSS’ standard rates as such rates are set out in the Temporary Services Order Form for all Support Services requested by any of the Customer’s employees, agents, subcontractors or representatives during the Term and any renewal term (as applicable). All payment of fees under this agreement are non-refundable.

3. Customer shall be responsible for and shall pay all taxes due under or in relation to the Support Services, including, but not limited to, withholding taxes, charges, duties, levies or other applicable amounts (“**Taxes**”). Amounts payable by Customer to QSS under this agreement are exclusive of any 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 QSS with all official receipts evidencing payment of Taxes due under or in relation to this agreement.

4. In order to fulfill the purposes of this agreement, each of the Parties (each in turn a “**Discloser**”) may disclose or permit the other Party (the “**Recipient**”) access to the Discloser’s Confidential Information (as defined in the NDA) in accordance with the terms and conditions of the NDA (“**Confidential Information**”). The Parties agree and acknowledge that the provisions of the NDA shall be incorporated by reference into the terms of the agreement except that: (a) the terms of the NDA shall continue to apply to this agreement for so long as this agreement remains in effect, and the term of the NDA shall be extended automatically to the extent necessary to make it coextensive with the Term of this agreement provided that this extension applies solely in relation to this agreement; and (b) Confidential Information revealed or otherwise disclosed under this agreement may be used or reproduced solely to the extent necessary to further and fulfill the purposes of this agreement (which shall be deemed to be the “**Purpose**” under the NDA). For the purposes of this Section 4, NDA shall mean the non-disclosure agreement entered into between BlackBerry Limited and the Company.

5. QSS will own all right, title and interest to all solutions and new deliverables created in the course of this agreement and to all modifications made to any solutions, new deliverables or Background Materials (as defined below). Customer is not granted any ownership or license, including any patent license, to use

any of QSS' intellectual property or Confidential Information as a result of the provision of the Support Services, except as expressly stated herein. All intellectual property rights existing prior to the Support Start Date shall belong to the Party that owned such rights immediately prior to such date ("**Background Materials**").

6. Except as expressly warranted, the Support Services 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 the operation of any deliverables will be uninterrupted or error free or that errors will be corrected. Other written or oral statements by QSS, its representatives or others do not constitute warranties of QSS.

7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QSS OR ITS AFFILIATES, OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SUBCONTRACTORS, DISTRIBUTORS, OR LICENSORS, (COLLECTIVELY, "**QSS AND ITS REPRESENTATIVES**") BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, ANY USE OR INABILITY TO USE DELIVERABLES, OR ANY SERVICES PROVIDED OR INABILITY TO OBTAIN SERVICES, EVEN IF QSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM.

8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF QSS AND ITS REPRESENTATIVES TO CUSTOMER OR ANY THIRD PARTY FOR ANY COSTS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE LESSER OF (A) TOTAL FEES CUSTOMER HAS PAID TO QSS UNDER THIS AGREEMENT OR (B) TEN THOUSAND CANADIAN DOLLARS (CDN\$10,000). SECTIONS 7 AND 8 WILL SURVIVE TERMINATION OF THIS AGREEMENT AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. The sole and exclusive governing law, jurisdiction and venue for dispute resolution shall be the laws of the Province of Ontario, Canada and the courts of Toronto, Ontario, Canada. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to the Support Services. Each Party hereto irrevocably waives any objection 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 and consents to the requisite jurisdiction as per above. As applicable, the Parties disclaim the application of the UN Convention on contracts for the International Sale of Goods with regard to the Interpretation or Enforcement of this agreement.

10. This agreement and the Temporary Services Order Form 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 the Support Services. Neither Party has relied upon any statement or representation made by the other in agreeing to enter into this agreement. This agreement may only be amended in writing signed by the Parties. It is expressly agreed that in the event of any conflict or variance between the Customer's purchase order and the Temporary Services Order Form

and the terms and conditions of this agreement, the Temporary Services Order Form and the terms and conditions of this agreement shall prevail.

11. Any notice, request, demand or other communication permitted hereunder will be in writing and shall be sufficiently given if delivered by email addressed to the other Party, in the case of the Customer at the addresses indicated on the Temporary Order Services Form, and in the case of QSS at 2200 University Avenue East, Waterloo, Ontario, Canada, N2K 0A7 or by email to legal@blackberry.com, or to other such addresses as provided by one Party to the other Party from time-to-time in compliance with this Section 11. Any such notices, requests, demands or other communications shall be deemed to have been delivered when received by the Party to whom they were addressed.

12. Miscellaneous.

- (a) QSS may assign this Agreement and Customer may assign this Agreement with QSS' prior written consent.
- (b) Nothing in this agreement shall be deemed to create an agency or employment relationship between the Parties.
- (c) Save for the payment obligation in Section 2 above, in no event shall either Party be liable for any failure or delay in performing its obligations under this agreement, or for any loss or damage resulting therefrom, due to causes beyond its control, including but not limited to riots, suppliers, work stoppages, fires, or natural catastrophes.
- (d) To the extent any provision of this agreement is determined to be invalid or unenforceable by a court of competent authority in the applicable jurisdiction, then such determination will not affect the legality, validity or enforceability of the remaining parts of this agreement.