

QNX(R) RUNTIME BUNDLE LICENSE AGREEMENT

BACKGROUND. This Runtime Bundle License Agreement ("**RBLA**"), together with the other terms and conditions of the QNX Development License Agreement ("**QDL**") and corresponding QNX License Supplement, provides the terms and conditions upon which the relevant BlackBerry entity identified in Your purchase order ("**BlackBerry**") authorizes you to distribute copies of certain Runtime Components as part of your Target System, provided that you first purchase corresponding Runtime Bundle License Certificate(s) (as defined below) for the number of copies of the Runtime Configuration you require, and sign and return copies of each Runtime Bundle License Certificate to BlackBerry.

YOU HAVE NO RIGHTS OR OBLIGATIONS UNDER THIS RBLA UNLESS AND UNTIL YOU AGREE TO THE TERMS AND CONDITIONS OF THE QDL AND RBLA AND YOU PURCHASE AND RETURN SIGNED COPIES OF RUNTIME BUNDLE LICENSE CERTIFICATES TO BLACKBERRY.

This RBLA, and all signed and returned Runtime Bundle License Certificates, are incorporated into the QDL. All defined terms in the QDL will have the same meanings in this RBLA. The provisions of this RBLA will prevail in the event of a conflict between any of its provisions and the QDL.

TERMS AND CONDITIONS.

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

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

"**Invoice**" will include, for the purpose of this RBLA, any invoice issued by BlackBerry (or its authorized distributors) for Runtime Bundle License Certificates you have purchased.

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

"**Runtime Bundle License Certificate**" means a uniquely serialized certificate issued by BlackBerry that is provided to you in hard copy or in electronic form by BlackBerry or by one of its authorized distributors, or pursuant to the provisions of Section 5.1 (Deployment of Software) or Section 22 (Assignment) of the QDL, that authorizes the creation of a specific number of copies of the Runtime Configuration identified therein.

2. DISTRIBUTION LICENSE. Subject to the terms and conditions of this RBLA, and your payment when due of all applicable license fees specified on BlackBerry's (or its authorized distributor's) Invoice for the Runtime Bundle License Certificate(s) you have purchased (which is hereby incorporated into this RBLA), BlackBerry hereby grants to you a limited, non-exclusive, personal, non-sublicenseable, non-transferable (except as contemplated in this RBLA and/or the QDL) and indivisible license for the following specific activities and purposes to:
 - (a) reproduce, as an integral part of or solely for use in Target Systems, up to the aggregate total number of copies of Runtime Configurations expressly authorized by your Runtime Bundle License Certificate(s), for the purpose of manufacturing and distributing Target Systems. Some Target Systems may require more than one Runtime Configuration license (e.g., Target Systems may contain multiple processors, each running a separate copy of the same Runtime Configuration or different Runtime Configurations);
 - (b) reproduce, as part of the Target System backup media (if any), to be shipped with the Target System, a second copy of the Runtime Configuration for each copy authorized under Section 2(a) solely for use for Target System back-up purposes (i.e., not for productive use, such as in a redundant system);
 - (c) distribute Runtime Configuration copies made under Sections 2(a) and 2(b) directly or indirectly to end users as part of and only for use in association with your Target System under the terms and conditions of the EULA; and
 - (d) adopt and reproduce (as provided in Sections 2(a) and 2(b)), and to distribute (as provided in 2(c), or pursuant to secure downloads, only to authorized end users for use in licensed Target Systems) object

code copies of: (i) Patches, solely for the purpose of adopting Error corrections for use in new and existing Target Systems; and (ii) Updates, to the extent permitted pursuant to Section A-1-4 (Updates) of Schedule A (Standard Support Addendum) of the QDL.

In addition to the Prohibited Activities set forth in Section 7 of the QDL, you are not authorized to distribute any Software in Source Code form, except for software based on script based languages identified as redistributable in the applicable Notice File and open source software contributions (see section 3(b) (Third-Party Licenses)), that form part of your Runtime Configuration.

YOUR SOFTWARE DISTRIBUTION RIGHTS UNDER THIS RBLA ARE LIMITED TO THE NUMBER OF COPIES OF RUNTIME CONFIGURATION SOFTWARE COMPONENTS EXPRESSLY AUTHORIZED BY RUNTIME BUNDLE LICENSE CERTIFICATES YOU HAVE PREPURCHASED DIRECTLY FROM BLACKBERRY OR ITS AUTHORIZED DISTRIBUTOR.

3. **THIRD-PARTY LICENSES.** Certain Runtime Components have additional distribution terms and conditions due to pass-through requirements imposed by: (a) third party proprietary technologies they contain, which terms and conditions are reproduced on the Runtime Bundle License Certificate (copies of which may be obtained at <http://licensing.qnx.com/info/>); and (b) open source software contributions they contain (see Section 11 (Third Party Restrictions) of the QDL for details). Those terms and conditions are hereby incorporated into this RBLA, as applicable.
4. **HIGH RISK.** You may not use, or authorize others to use, any part of the Software in any application in which the failure of the Software could lead to death, personal injury or severe physical or property damage ("**High-Risk Applications**"), including but not limited to the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. BlackBerry expressly disclaims any express or implied warranty or condition of fitness for High-Risk Applications.
5. **SUBCONTRACTORS & DISTRIBUTORS.** Provided that you will remain responsible to BlackBerry at all times for the full performance of and compliance with all terms and conditions of the QDL and this RBLA, you may: (i) authorize subcontractors who have been retained by you to manufacture Target Systems on your behalf to exercise your rights under Section 2(a), 2(b) and 2(d) on your behalf, and (ii) sublicense your rights under Section 2(c) to third party distributors in your indirect distribution channel. All acts or omissions of your subcontractors and distributors in relation to the terms and conditions of this RBLA will be deemed to be your acts or omissions.
6. **EULA.** You must ensure that end users are presented with a properly completed version of the EULA, as provided in Appendix I of this RBLA, in a manner that follows the formalities necessary to make the terms and conditions enforceable under local laws for the countries in which the end users accepting the EULA reside. Notwithstanding the foregoing, you may distribute the Runtime Configuration without a EULA if: (i) You do not, yourself, distribute a EULA to end users because it is contrary to industry norms and would be commercially impractical; (ii) You exercise the same level of care that you use in respect of your own parts of the Target System software, but not less than reasonable care, to: (a) protect BlackBerry's (and its licensors') rights in the Runtime Configuration by regulating and monitoring the manner in which Target Systems are distributed and updated; (b) protect the Runtime Configuration from being reproduced, modified, decompiled, disassembled, or otherwise reverse engineered, (c) minimize the potential liability of BlackBerry (and its licensors) in respect of any claim, suit or action commenced or maintained by any third party in respect of a customer's use or inability to use the Target System; and, (iii) You provide BlackBerry with reasonable assistance to enforce its rights (and those of its licensors) in the Runtime Configuration, including promptly advising BlackBerry of any Runtime Configuration intellectual property infringement of which you become aware.
7. **LICENSE TAGS.** Optional serialized electronic tags ("**License Tag**") may be made available from BlackBerry when ordering Runtime Bundle License Certificates (one serialized license tag for each Runtime Configuration copy authorized by the Runtime Bundle License Certificate) to authenticate Target Systems and to facilitate the tracking and identification of deployed copies of Runtime Components. Each License Tag authenticates a copy of the Runtime Configuration as having been created under this RBLA and authorizes use of that copy on one processor within a Target System. A separate License Tag is required for each copy of each Runtime Configuration to be used in each Target System. License Tags are specific to particular Software releases and Target System.

8. TARGET SYSTEM SUPPORT. You are responsible for all Target System design, development, testing, distribution, support, maintenance, and updating. BlackBerry offers Standard Support (see Schedule A (Standard Support Addendum) of the QDL subject to limitations set out in the applicable License Supplement) and other Software support and custom engineering services (see <http://www.qnx.com/support/support.html>).
9. COMPLIANCE WITH LAWS. You will comply with all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with your activities pursuant to this RBLA, including without limitation any import or export licenses required pursuant to Section 7(e) of the QDL.
10. PRESERVATION OF RIGHTS. When distributing Target Systems and associated Runtime Components to any agency, department or unit of any government or quasi-government authority, you will take all actions and precautions consistent with applicable laws and regulations specifically governing licensing to such entities to preserve and protect all ownership and other rights of BlackBerry and its licensors in the Software.
11. INDEMNITY.
 - 11.1 If a claim is brought against BlackBerry and/or its Representatives for Damages relating to bodily injury, death, property damage or any other injury, damage or claim arising out of the development, marketing, distribution, sale, or use of, or inability to use or receive services for, Target Systems (any one or more, "**Target System Claims**"), then you agree to defend BlackBerry and/or its Representatives against such Target System Claims, and to indemnify and hold BlackBerry and/or its Representatives harmless from resulting Damages and reasonable costs and expenses incurred (including but not limited to reasonable lawyers' fees and disbursements). BlackBerry and/or its Representatives will:
 - (a) promptly notify you in writing of such Target System Claims,
 - (b) subject to Sections 11.2 and 11.3, provide you with sole control of the defence and/or settlement thereof,
 - (c) furnish to you on request all relevant information in their possession or control for such defense,
 - (d) cooperate with and provide such assistance, at your expense, to you in the defense of such Target System Claims as reasonably requested by you, and
 - (e) not admit any such Target System Claims and/or make any payments with respect to such Target System Claims without your prior written consent, not to be unreasonably withheld or delayed. This Section 11.1 will not apply to any claims under Section 17.5 (Indemnity and Exclusions) of the QDL that BlackBerry is obliged to defend, or to any final award of a court of competent jurisdiction based on a finding of wilful misconduct or fraud of BlackBerry.
 - 11.2 You may not, without BlackBerry's consent, settle or compromise any Target System Claims unless such settlement or compromise:
 - (a) includes an unconditional release of BlackBerry from all liability arising out of such claim;
 - (b) does not contain any admission or statement suggesting any wrongdoing or liability on the part of BlackBerry; and
 - (c) does not affect, restrain or interfere with BlackBerry and/or its affiliates' businesses.
 - 11.3 Notwithstanding your right in Section 11.1 to have sole control over the defence and/or settlement of Claims:
 - (a) BlackBerry and/or its Representatives may take all steps necessary, at your expense, to defend themselves until you assign competent counsel and initiate a defence of the action, or
 - (b) if the Target System Claim asserts that a BlackBerry and/or its Representatives' deliverable or service has caused Damages, then BlackBerry and/or its Representative may, at their option and expense, but without absolving you of any of your indemnity obligations under Section 11,

have sole control over BlackBerry's and its Representatives' own defence and/or settlement, in which case you will: (i) furnish to BlackBerry and/or its Representative on request all relevant information in your possession or control for such defence, and (ii) cooperate with and provide, at your own expense, such assistance to BlackBerry and/or its Representative in the defense of such Target System Claims as reasonably requested by BlackBerry and/or its Representative. BlackBerry will not admit any such Target System Claims and/or make any payments with respect to such Target System Claims without your prior written consent, not to be unreasonably withheld or delayed.

12. RECORDS & AUDITS. You will maintain for a period of six (6) years after the end of the year to which they relate accurate records regarding all of your direct and indirect copying and distribution activities conducted pursuant to this RBLA. BlackBerry may request reports and conduct audits pursuant to the provisions of Sections 5.4 (Audits of Software Use) to Section 5.6 of the QDL in order to confirm the number of copies of Software created (by Target System), the number of Target Systems shipped, and compliance with the terms and conditions of the RBLA, QDL, and Runtime Bundle License Certificates. If you have purchased Runtime Bundle License Certificates for more than one Runtime Configuration, you must also identify copies by Runtime Configuration in all reports and audits requested pursuant to Section 5 (Deployment of Software and Audits of Software Use) of the QDL. If the audit or other reasonable evidence presented by BlackBerry indicates that any of your subcontractors, distributors and/or sub-licensees are not accurately reporting or paying royalties or otherwise complying with the requirements of this Agreement, you agree to invoke your audit rights under your agreement with that party.

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

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

Where your primary address is located in:

- a) Canada, Caribbean, South America, or any other region or country not listed in subsections (b) - (d) inclusive below: the Governing Law of this License 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: the Governing Law of this License is the laws of the State of California and, subject to the dispute resolution procedure in subsection below, the courts of the county of San Francisco, California, U.S.A. shall have jurisdiction;
- c) Europe, the Russian Federation, Middle East or Africa: the Governing Law of this License is English law and the courts of the city of London, England shall have exclusive jurisdiction; and
- d) Asia-Pacific: the Governing Law of this License is the laws of the Republic of Singapore and the courts of the Republic of Singapore shall have exclusive jurisdiction.

Dispute Resolution.

Any dispute, claim or controversy (collectively “**Claims**”) arising out of or relating to this License involving BlackBerry Corporation, including the determination of the scope, applicability or adjudicative process associated with this License, 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.

With respect to any dispute, claim or controversy arising out of or relating to this License 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 License.