

BlackBerry myQNX Site
General Terms and Conditions of Use
(Effective: March 1, 2022)

BY REGISTERING ON THE MYQNX SITE (DEFINED HEREIN) AND/OR ACCESSING, BROWSING, AND/OR USING THE MYQNX SITE, YOU AGREE ON YOUR OWN BEHALF AND ON BEHALF OF THE ENTITY FOR WHOSE BENEFIT YOU ARE AUTHORIZED TO ACCESS AND USE THE MYQNX SITE (IN EITHER CASE "YOU" OR "YOUR") THAT THE FOLLOWING GENERAL TERMS AND CONDITIONS OF USE WILL APPLY, AS APPLICABLE, TO YOUR USE OF THE MYQNX SITE AND PURCHASE AND/OR USE OF BLACKBERRY CONTENT, PRODUCTS AND/OR, SERVICES ACCESSIBLE ON OR IN CONNECTION WITH THE MYQNX SITE. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY AND COMPLY WITH ALL THE TERMS, CONDITIONS AND NOTICES CONTAINED IN OR REFERENCED BY THESE GENERAL TERMS AND CONDITIONS OF USE.

PLEASE CAREFULLY READ ALL OF THE GENERAL TERMS AND CONDITIONS OF USE BEFORE PROCEEDING.

Certain Definitions:

"**Content**" shall mean all content featured or displayed through the myQNX Site, including without limitation information, code, documentation, text, data, articles, images, photographs, graphics, software, applications, packages, designs, and other content or materials that are available on the myQNX Site as part of delivery of or use of the services provided in connection with the myQNX Site. The definition of "Content" specifically includes BlackBerry Content, User-Generated Content (including Your Content) as these terms are defined herein. "**BlackBerry Content**" shall mean BlackBerry generated Content made available by BlackBerry or its personnel through the myQNX Site and may include BlackBerry Licensed Software. "**User Generated Content**" is Content, uploaded, published, distributed, or disseminated or made available by Users, whether created by the User or by a third party and uploaded, published, distributed, or disseminated or made available by the User; User Generated Content specifically excludes Licensed Software (defined below) even if uploaded, published, distributed, or disseminated or made available by a User. "**Your Content**" is User Generated Content uploaded, published, distributed, or disseminated or made available by You in connection with Your access or use of the myQNX Site.

"**Foundry Community Portal**" shall mean the community portal(s) offered by BlackBerry to Users of the myQNX Site for the purpose of collaborating on various topics, including projects relating to the use of the QNX Software, partner projects, customer projects, etc. Projects accessible through the Foundry Community Portal may be (1) private projects, which are accessible only by a specific customer or a partner of BlackBerry and BlackBerry personnel, allowing collaboration with BlackBerry personnel on a specific customer or partner related project or (2) public projects, which are generally accessible by the community of Users of the relevant Licensed Software; where the Users can discuss and/or otherwise collaborate regarding the code, bug reports, bug fixes, code implementation system architecture, memory management, libraries, sample code, etc.

"**Jarvis Software**" shall mean the BlackBerry proprietary software made available to You when You (or the company You represent) have obtained a software license to the BlackBerry solution identified in the order as "Jarvis" and shall comprise all software delivered to You that falls within the definition of "Software" under the BlackBerry Solution License Agreement (defined below).

"**myQNX Site**" shall mean the web pages available through www.qnx.com after You register as a member and login, including the Foundry Community Portal and the BlackBerry support portal made available to Users who are entitled to BlackBerry's maintenance and support services.

"**QNX Software**" shall mean the BlackBerry proprietary software made available to You when You (or the company You represent) have obtained a software license to one or more products in the BlackBerry QNX product portfolio products and shall comprise all software delivered to You that falls within the definition of "Software" under the Development License Agreement (defined below).

"**User**" shall mean each user of the myQNX Site who has created an account to access the site.

1. Acceptance of Terms; Conflicts; Updates to terms.

The following are terms of a legal agreement between You and BlackBerry Limited on its behalf and on behalf of its subsidiaries and affiliates ("**BlackBerry**"). You agree to be governed by any additional terms and conditions referenced herein. In the event of any conflict between these General Terms and Conditions of Use and such additional terms and conditions referenced herein, such additional terms and conditions shall govern to the extent of the conflict. BlackBerry reserves the right, in its discretion, to update or revise these General Terms and Conditions of Use and to post such updated or revised General Terms and Conditions of Use on this site. If You do not agree to these General Terms and Conditions of Use (including any updates), please do not use this site. Please check these General Terms and Conditions of Use periodically for changes. Your continued use of this site following the posting of any changes to the General Terms and Conditions of Use constitutes acceptance of those changes.

2. Privacy

From time to time, in connection with using the myQNX Site (or the products, services, tools, or forums available through the myQNX Site), You may provide BlackBerry with personal information. In the event that You submit personal information to BlackBerry in confidence, You consent to the collection, processing, transmission, and disclosure of such information by BlackBerry for the purposes of BlackBerry internal use and specifically the purposes set out on the web page requesting such information or in BlackBerry's Privacy Notice. With respect to any personal information received confidentially (i.e.,

not disclosed by You to any public/community forums available through the myQNX Site, BlackBerry will make commercially reasonable efforts to keep such personal information confidential and shall not disclose such personal information to any third party except: (a) in confidence and to facilitate the provision of products and services to You, (b) to the extent required by law, or (c) in accordance with BlackBerry's Privacy Notice. Please review the Privacy Notice at: <https://www.blackberry.com/us/en/legal/privacy-notice> as updated from time to time for information regarding the processing of Your personal information. You understand and agree that the BlackBerry Privacy Notice is incorporated herein by reference.

3. Products and Services; Additional Terms Incorporated by Reference.

a. Licensed Software (including technical support); Relevant Licensing Agreement Incorporated by Reference.

(i) QNX Software Licensing Terms. If You have obtained a license to one or more component(s) of the BlackBerry QNX product portfolio, then, notwithstanding anything else stated herein, unless otherwise agreed in a signed agreement, You hereby agree and confirm that Your use of the QNX Software (including any technical support and any updates obtained through technical support and maintenance) is subject to the terms and conditions of the relevant QNX Development License Agreement ("**Development License Agreement**"). If You or the entity for whose benefit You are authorized to access and use the QNX Software have executed a signed version of the Development License Agreement, then notwithstanding anything else herein, that agreement will be deemed the "Development License Agreement" to which You are bound. The applicable QNX Development License Agreement will depend on the QNX Software product version You have licensed and the class of license You have obtained (see Your relevant license certificate). You can find a copy of the relevant QNX Development License Agreement at http://www.qnx.com/legal/licensing/document_archive/current_matrix.pdf. If You have any questions, or if You are looking for a license that is not listed in this document archive or a license for a product version that is not included in this document archive, please contact BlackBerry QNX at licensing@qnx.com. By accepting these General Terms and Conditions of Use, You hereby agree that You have read, understood, and agree to abide by and comply with the relevant Development License Agreement and such agreement shall be incorporated by reference herein.

(ii) Jarvis Software Licensing Terms. If You have obtained a license to BlackBerry Jarvis Software, then, notwithstanding anything else stated herein, unless otherwise agreed in a signed agreement, You hereby agree and confirm that Your use of the Jarvis Software (including any technical support services and any updates obtained through technical support and maintenance) is subject to the terms and conditions of the relevant BlackBerry Solution License Agreement ("**BlackBerry Solution License Agreement**" or "**BBSLA**"). If You or the entity for whose benefit You are authorized to access and use the Jarvis Software have executed a signed version of the BBSLA, then notwithstanding anything else herein, that agreement will be deemed the "BBSLA" to which You are bound. Otherwise, You can find a copy of the relevant BlackBerry Solution License Agreement at <https://www.blackberry.com/us/en/legal>. By accepting these General Terms and Conditions of Use, You hereby agree that You have read, understood, and agree to abide by and comply with the relevant BlackBerry Solution License Agreement and such agreement shall be incorporated by reference herein.

b. Professional Services. If You have purchased BlackBerry professional services then, unless otherwise agreed in a signed agreement, the terms and conditions of the Professional Services Agreement and any addendums thereto and the applicable Services Program Description each which may be found at <https://www.blackberry.com/us/en/legal> shall apply. If You or the entity for whose benefit You are authorized to obtain Professional Services on behalf of have executed a signed version of the applicable Professional Services Agreement, then notwithstanding anything else herein, that agreement will be deemed the "Professional Services Agreement" to which You are bound. By accepting these General Terms and Conditions of Use, to the extent relevant, You hereby agree that You have read, understood, and agree to abide by and comply with the relevant Professional Services Agreement and any addendums thereto and the applicable Services Program Description and such agreement shall be incorporated by reference herein.

4. Your Responsibilities Regarding Your Use of the myQNX Site.

a. Accuracy of the Personal Data You Provide. In consideration of Your use of any services provided on the myQNX Site, You agree to: (a) provide true, accurate, current, and complete information about yourself were prompted by the site (such information being the "**Personal Data**"), and (b) maintain and promptly update the Personal Data to keep it true, accurate, current, and complete. If You provide any information that is untrue, inaccurate, not current, or incomplete, or BlackBerry has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, BlackBerry has the right to suspend or terminate any services provided to You by BlackBerry in connection with the myQNX Site and refuse any and all current or future use of BlackBerry services (or any portion thereof) available through the myQNX Site.

b. Responsibility for Use of Your myQNX Account. You are responsible for all activities undertaken using the account You create on the myQNX Site ("**Your myQNX Account**"), including, without limitation, accessing, uploading, publishing, distributing, or disseminating or otherwise making available and/or using any Content (defined below). All such activities are at Your own risk. You shall not permit others to use Your myQNX Account, the myQNX Site or any BlackBerry services provided through My QNX Site. In the event that You access other networks or computing resources accessible through the myQNX Site, You agree to abide by their respective usage policies. You agree to keep Your myQNX Account password(s) confidential. You will immediately notify us of any unauthorized use of Your password or Your myQNX Account or any other breach of security. You will not intentionally disrupt the functioning of the My QNX Site, solicit another User's password, or otherwise act in a way that interferes with other Users' use of the myQNX Site. Nor may You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information.

c. No Minors. Products and Services provided by BlackBerry in connection with the myQNX Site are not intended for use by minors. A "minor" is someone who has not reached the age of majority in the applicable jurisdiction from which the site is being accessed. If You are a minor, You are not authorized to use the myQNX Site or any products or services available through the site.

d. Permitted Uses. For so long as BlackBerry provides You access to the myQNX Site, You may access and use the myQNX Site and the services and/or Content provided to You on or through the myQNX Site to support Your rightful use of BlackBerry proprietary software that you have licensed, including, as relevant, the QNX Software or the Jarvis Software (each individually and collectively referred to herein as "**Licensed Software**"). The following defines the "Permitted Uses (defined below) of the myQNX Site, as relevant to your license and the access rights provided:

- to create Your myQNX Account, to access important information about Licensed Software,
- to initiate a trial of the Licensed Software,
- to register Your existing license to the Licensed Software,
- to download Licensed Software,
- to activate and manage Your (or your company's) licenses to such Licensed Software,
- to register support plans for the Licensed Software,
- to access and use the technical support portal and access updates to Licensed Software (as applicable to your license type),
- to access the knowledge bases, to access copies of license agreements and support terms relevant to the Licensed Software,
- to access information about rights and restrictions relevant to open source or third party commercial software which may be delivered with Licensed Software,
- to access and use Licensed Software tools made available to You in connection with Your license or our support of Your license to the relevant the BlackBerry Licensed Software (including, as applicable the File Upload or Download Tools, the Software Download Center, My QNX License Manager, QNX Software Center),
- to access and use the Foundry Community Portal, including to collaborate with other Users of the Licensed Software or with BlackBerry on designated public or private collaboration "projects" relating to the Licensed Software, integrated or compatible products, or any other collaboration topic identified by BlackBerry,
- to view reference designs and demos,
- to access and review Licensed Software product documentation, whitepapers, and/or benchmarks,
- to access education or training material,
- to learn about events and webcasts, news and webinars related to the Licensed Software,
- to upload, publish, share, and review relevant Content, and
- to obtain authorized support for Licensed Software.

(all such uses collectively referred to herein as "**Permitted Uses**").

e. Prohibited Uses and General Code of Conduct. You may not use the myQNX Site, services delivered on the myQNX Site and/or Content provided in any manner which could damage, disable, overburden, or impair the myQNX Site and/or any BlackBerry services delivered as party of the myQNX Site (or the network(s) connected to such site or services) or interfere with any other User's use and enjoyment of the myQNX Site and/or BlackBerry services. You may not attempt to gain unauthorized access to the myQNX Site and/or any BlackBerry service, other accounts, computer systems or networks connected to the myQNX Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to You through the myQNX Site using the features and services made available to You by BlackBerry. You may not use the myQNX Site (or any Blackberry services or Content available through the myQNX Site):

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- To upload, post, publish, distribute, or disseminate, or otherwise make available any Content which is inappropriate, threatening, libelous, defamatory, profane, infringing, obscene, scandalous, inflammatory, pornographic, indecent, or unlawful, or that could give rise to any civil or

criminal liability under applicable law. This includes not posting or transmitting any Content that You know, that You have reason to believe, or that You reasonably should know may infringe the intellectual property rights (including patents, copyrights, or rights in confidential information) or any other proprietary or personal rights of others.

- To defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- To upload, post, publish, distribute, or disseminate, or otherwise make available any Content that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, including without limitation, Trojan horses, worms, time bombs, cancelbots or corrupted files.
- To upload, post, publish, distribute, or disseminate, or otherwise make available in any way, information, software or other materials or tools designed for compromising the security of the myQNX Site, our network or telecommunication services.
- To violate any applicable laws or regulations.
- To distribute or disseminate, or otherwise make available any User Generated Content posted by another User of a myQNX Site that You know, or reasonably should know, cannot be legally distributed or disseminated or otherwise made available in such manner.
- To falsify or delete any headers, author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of Content in order to disguise the origin of such Content.
- To restrict or inhibit any other authorized User from using and enjoying the myQNX Site or BlackBerry services or create an unusually large burden on the myQNX Site, such as by generating levels of traffic sufficient to impede others' ability to send or retrieve information or Content.
- To violate any code of conduct or other guidelines which may be applicable.
- To harvest or otherwise collect information about other Users of the myQNX site, including e-mail addresses, without prior written authorization from such owners of such information.
- To impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity, or to create a false identity to mislead others.
- To advertise or offer to sell or buy any goods or services for any business purpose.
- To collect replies of messages sent from any another provider that violates these General Terms and Conditions of Use or those of the originating provider.
- In connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

5. Violations of these General Terms and Conditions of Use; Deleting Your myQNX Account or Removing Access; Investigations and Cooperation with Authorities; Survival. BlackBerry reserves the right to terminate Your myQNX Account or Your access to any or all of the myQNX Site at any time, without notice, if You violate any of these General Terms and Conditions of Use or to protect BlackBerry's or another User's proprietary rights, to satisfy any applicable law, regulation, legal process, or governmental request. BlackBerry reserves the right to investigate complaints or reported violations of these General Terms and Conditions of Use and to take any action BlackBerry deems appropriate including, without limitation, to remove any information or materials, in whole or in part, in BlackBerry's sole discretion, cancelling registrations, limiting access, disclosing or reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties, sharing notices it receives, and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. You hereby authorize BlackBerry to (1) investigate or disclose information as suggested herein (2) cooperate with (a) law enforcement authorities in the investigation of suspected criminal violations and (b) system administrators at Internet service providers, networks, or computing facilities in order to enforce these General Terms and Conditions of Use. Such cooperation may include BlackBerry providing the username, IP address or other identifying information about You. BlackBerry also reserves the right to delete Your myQNX Account without notice if it remains inactive for an extended period of time. BlackBerry may also remove access to support portal if You are not entitled to support and maintenance and/or remove access to the Foundry Community Portal if You are not involved in any active collaboration projects. Where feasible (in BlackBerry's sole discretion), BlackBerry will advise You of any inappropriate behavior on Your part and any necessary corrective action. However, if the myQNX Site or any BlackBerry services available on or through the site are used in a way in which BlackBerry, in its sole discretion, deems to violate these General Terms and Conditions of Use, BlackBerry or its agents may take any responsible actions they deem appropriate. Such actions may include, but is not limited to, temporary or permanent removal of content, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the myQNX Site or services. BlackBerry shall not be liable in any way for any such responsive actions. The above-described actions are not BlackBerry's exclusive remedies and BlackBerry may take any other legal, equitable or technical action it deems appropriate. BlackBerry and other Users of the myQNX Site reserve the right to seek all remedies available at law and in equity for violations of these General Terms and Conditions of Use or their proprietary rights. Upon termination of Your myQNX Account, You authorize BlackBerry to delete any files, programs, data, and email messages associated with such account. These General Terms and Conditions of Use shall apply from when You first access the myQNX Site and these General Terms and Conditions of Use shall survive the termination of this Agreement with respect to Content

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6. Content - BlackBerry Content; User Generated Content; Your Content.

a. Generally. All Content that is made available to view and/or download in connection with the myQNX Site, excluding User Generated Content, is owned by and is the copyrighted work of BlackBerry and/or its licensors or suppliers and is protected by copyrights, trademarks and other proprietary (including intellectual property) rights and international treaty provisions (collectively "**Rights**"), and You acknowledge and agree that these Rights are valid and protected in all media now existing or later developed. Except as specifically provided in these terms, Your use of the Content shall be governed and constrained by applicable copyright, trademark and other intellectual property laws. In addition to BlackBerry's and its licensors' Rights in individual elements of the Content, BlackBerry owns a copyright in the selection, coordination, arrangement, and enhancement of the Content. Except as otherwise expressly stated, neither Users nor BlackBerry grant any licenses to any copyrights, patents, or any other intellectual property rights by providing the Content. You understand that the Content and any services made available on myQNX Site may be changed at any time without notice and that Content is the product of humans and may contain technical inaccuracies, misleading information, or errors. Neither BlackBerry nor any User of the myQNX Site (including the Foundry Community Portal) provide any assurances that any reported problems with any Content will be resolved.

b. BlackBerry Content. All BlackBerry Content made available on the myQNX Site may be used by You for so long as You maintain Your myQNX Account and only for the Permitted Uses (described in section 4(d) above) provided that You comply with the Prohibited Uses and General Code of Conduct (described in section 4(e) above). You agree that You will not download any Content (including Licensed Software) without complying with all applicable use controls, laws, and regulations, and You warrant that You will not download any Content (including Licensed Software) where such downloading is prohibited by local laws. Please see specific provisions herein relating to license agreements incorporated by reference which outline Your rights with respect to Licensed Software.

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(i) BlackBerry Rights to Your Content. BlackBerry does not claim ownership of Your Content. By posting, uploading, inputting, providing or submitting Your Content to BlackBerry using the myQNX Site (including any uploading or communication tools made available through the site), You agree to comply with any third party requirements (if any) relevant to Your Content and You agree that You are granting BlackBerry (and its contractors) permission to use Your Content to provide You with its products and services, to improve its offerings, or to otherwise operate its business, including the products and services available through the myQNX Site. More specifically, with regard to Your Content posted to a forum accessible to other Users, such rights include the rights to host, copy, distribute, transmit, publicly display, publish, publicly perform, reproduce, share, edit, translate and reformat Your Content, and/or to otherwise use Your Content in connection with the services provided through the myQNX Site. You agree that no compensation will be paid with respect to the use by BlackBerry of Your Content, as provided herein. BlackBerry is under no obligation to post or use any Content You may provide, and BlackBerry may remove any such Content at any time in its sole discretion. This license does not grant BlackBerry the right to sell Your Content.

(ii) Other Users Rights to Your Content. With respect to Your Content that You upload, submit or otherwise make available to other Users of the myQNX Site (including the Users of the Foundry Community Portal or the BlackBerry support portal), You hereby grant (or warrant and represent that the owner of such Content has expressly granted) to other Users a worldwide, unrestricted, royalty free, fully paid up, irrevocable, perpetual, non-exclusive license to use, make, reproduce, prepare derivative works of, publicly display, publicly perform, transmit, sell, distribute, sublicense or otherwise transfer any of Your Content (and/or derivative works thereof), and authorize third parties to do any, some, or all of the foregoing including, but not limited to, sublicensing others to do any some or all of the foregoing indefinitely.

e. Confidentiality of Your Content; Publicly Posted Content. BlackBerry will use reasonable efforts protect the Content of private projects in the Foundry Community Portal and other Content uploaded by You using the nonpublic forums and tools available to You on the myQNX Site from unauthorized

use, access, or disclosure in the same manner that BlackBerry would use to protect our own confidential information of a similar nature. However, if You post or upload or otherwise make available any Content (including Your name, contact information, or any other Personal Information) in an area, forum, project, or tool that is accessible to and/or viewable by other Users (including in the public projects accessible in the Foundry Community Portal or any forums in BlackBerry support portal which are available to other Users), then notwithstanding anything else herein or other terms You may specify to be applicable to Your Content, You agree that: (1) You are placing that Content into a public forum which is not protected by obligations of confidentiality; (2) BlackBerry may host and share such Content; (3) You will have no reasonable expectation of privacy or confidentiality with respect to that Content; and (4) BlackBerry is not responsible for what use is made of that Content by other Users.

f. The Special Case of Content which is BlackBerry Licensed Software. Notwithstanding anything else stated herein, with respect to any Content which falls within the definition of "Software" (as that term is defined in the Development License Agreement or the BlackBerry Solution License Agreement, as relevant), You understand and agree that, Your access and use of such Licensed Software is not subject to the rights specified in this Section 6, instead, all rights of access and use of Licensed Software is strictly governed by the terms of the relevant license agreement incorporated by reference herein as specified in Section 3(a). You may not install or use any Licensed Software unless You first review and You comply with the terms of the relevant license agreement. Further, You acknowledge and agree that You do not acquire any Intellectual Property Rights in or relating to the Licensed Software (including but not limited to any modifications to source code or elements of the Licensed Software embodied in derivative works created by You or others, or any other translation, modification, or other derivative work of the Licensed Software). You agree that You shall not refute or otherwise challenge BlackBerry's and/or any of its Affiliates' ownership of any such Intellectual Property Rights. All comments, ideas, changes, or other feedback provided by You to BlackBerry regarding the Licensed Software ("**Feedback**") shall be owned by BlackBerry and You agree to and hereby assign the same to BlackBerry.

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7. Linked Sites and Third Party Site Content. The myQNX Site may contain links to or references to third party Web sites ("**Linked Sites**") and may link to or reference content available on such Linked Sites ("**Third Party Site Content**"). You understand and agree that the Linked Sites and Third Party Site Content are not under the control of BlackBerry, and BlackBerry is not responsible for Linked Sites or Third Party Site Content made available to You, directly or indirectly through the My QNX Site, including without limitation the accuracy, copyright compliance, legality, decency, links, or any other aspect of the Linked Sites or Third Party Site Content. BlackBerry is not responsible for any form of transmission received from any Linked Site nor is BlackBerry responsible if the Linked Site is not working appropriately. Where BlackBerry provides Linked Sites or Third Party Site Content, BlackBerry provides such links, content, and information to You only as a convenience, and the inclusion of any link, reference, or Third Party Site Content does not imply endorsement by BlackBerry of the site or any association with its operators or the Third Party Site Content. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties conducted through the Linked Sites or Third Party Site Content, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between You and the third party. BlackBerry shall not be responsible or liable for any part of any such dealings.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability.

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10. Indemnification. Upon reasonable request by BlackBerry, You agree to defend, indemnify and hold harmless the BlackBerry Parties from all liabilities, claims, costs, and expenses, including attorney's fees, that arise directly or indirectly from (a) Your breach of these General Terms and Conditions of Use (including any terms incorporated by reference); (b) Your use, sharing or distribution of User Generated Content; (c) Your Content; (d) Your use of, reliance on, or publication, communication, distribution of any Content available on or through the myQNX Site; (e) Your use of any Linked Site or Third Party Site Content; or (f) Your violation of any third-party proprietary, personal or property rights. BlackBerry reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with BlackBerry in asserting any available defenses.

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- the claimant's name and address
- identify the copyright material that is alleged to have been infringed and the claimant's interest or right with respect to that material
- specify the location data (e.g., the web address or Internet address associated with the alleged infringement)
- specify the infringement that is alleged
- specify the date and time of the alleged infringement

Please see <http://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02920.html#q05> for details regarding the information to be included in the notice and what information may not be included. In accordance with Canada's Copyright Act, BlackBerry will forward on any proper notice from an alleged copyright owner claimant if it complies with the Canadian "Notice and Notice" legal regime. In this way the alleged infringer will know they have been linked to an alleged infringing activity. Receiving a notice does not necessarily mean that You have in fact infringed copyright or that You will be sued for copyright infringement. If You receive a notice, pursuant to the Canadian Notice and Notice legal requirements, it must contain information that will help You understand the details of the allegation, including the date and time of the alleged conduct. The Canadian Notice and Notice regime does not impose any obligations on the alleged infringer who receives a notice, and it does not require the alleged infringer to contact the copyright owner or the intermediary. For additional details please see <http://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02920.html#q08>. Please note that, if ordered to do so by a court, BlackBerry you understand and agree that BlackBerry must release Your information to the copyright owner as part of a copyright infringement lawsuit pursuant to the Canadian Notice and

Notice regime. For additional details please see <http://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02920.html#q09>. A copyright owner may decide to launch legal proceedings. Such proceedings may be launched regardless of whether the copyright owner has sent a notice under the Canadian Notice and Notice regime. A court would then determine whether copyright infringement has in fact occurred. BlackBerry must retain records of the identity of the Users who have been forwarded notices for a period of six months, or longer (up to one year) in cases where a copyright owner decides to take legal action. If ordered to do so by a court, You understand and agree that BlackBerry would release Your information to the copyright owner as part of a copyright infringement lawsuit. Please see details of these requirements at <http://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02920.html#q10>. Under the Notice and Notice regime, You understand and agree that BlackBerry is insulated from claims of infringement; instead, we only have a duty to promptly forward notices from copyright holders, inform claimants that the notices have been relayed (or explain why they could not be), and retain accurate records of identifying information for at least six months.

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15. Notice. Except as specified in Section 11, all demands, notices, communications, and reports required under these General Terms and Conditions of Use, shall be in writing and shall be either sent to legal@blackberry.com or personally delivered or sent by reputable overnight courier services (delivery charges prepaid) to BlackBerry at the address specified below:

BlackBerry Limited
2200 University Ave. E
BlackBerry B,
Attn: Legal Department
Waterloo, Ontario
Canada N2K 0A7

16. General Provisions. These General Terms and Conditions of Use are governed by the laws of the Province of Ontario, Canada, without regard to conflict of law's provisions, and You agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to these General Terms and Conditions of Use or to any contracts relating to goods or services obtained through this site. No joint venture, partnership, employment, or agency relationship exists between You and BlackBerry as a result of this agreement or use of this site and/or BlackBerry services. BlackBerry's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BlackBerry's right to comply with governmental, court and law enforcement requests or requirements relating to Your use of the myQNX Site, BlackBerry services or information provided to or gathered by BlackBerry with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between You and BlackBerry with respect to this site and BlackBerry services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and BlackBerry with respect to the myQNX Site and BlackBerry services delivered on or through the site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express will of the parties that this agreement and all related documents have been 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.

BY REGISTERING TO ACCESS THE MYQNX SITE YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS, YOU MAY NOT PROCEED. IF YOU HAVE

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