



# Code Signing Registration

Developer Zone Order Form

**PRODUCT:** SRV-00021-001: JDE API Keys

**CUSTOMER INFORMATION (please print legibly):**

Name: _____	Street: _____
Title: _____	City: _____
Company: _____	Province/ State: _____
Phone: _____	Postal/ ZIP Code: _____
Fax: _____	Email: _____
European VAT #: _____	

**REGISTRATION PIN**

Your PIN (Personal Identification Number), which you choose below, is used to register your BlackBerry Code Signing key(s) with RIM and must be provided when using the BlackBerry Signature Tool to sign your BlackBerry JDE or Widget applications. Your PIN protects against usage of your licensed BlackBerry Code Signing key(s) by another party. Do not lose your PIN. The PIN that you choose should be a 10-digit number. RIM reserves the right to request that you choose another password before providing you with a BlackBerry Code Signing key in the event that your password has been taken or is otherwise deemed unsuitable by RIM. Please print your PIN clearly in the space provided below.

**PIN:** \_\_\_\_\_

**BILLING INFORMATION (please print legibly):**

Card Holder Name:	_____
Credit Card Type: (Amex, Visa or MasterCard only):	_____
Credit Card Number:	_____
Expiry Date:	_____

Signature:

Date:

Please sign and fax this form to RIM Account Operations:

**1-866-898-4094**



# Terms and Conditions of Sale

**THIS SDK AGREEMENT (THIS “AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU AND RESEARCH IN MOTION LIMITED (“RIM”). BEFORE DOWNLOADING THE SDK, PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. BY CLICKING ON THE “AGREE” BUTTON PRIOR TO DOWNLOADING THE SDK OR DURING THE INSTALLATION OF THE SDK OR BY USING OR COPYING ANY PART OF THE SDK, YOU INDICATE THAT YOU AGREE ON YOUR OWN BEHALF AND ON BEHALF OF EACH ENTITY FOR WHOSE BENEFIT YOU ACT (TOGETHER “YOU”) TO THE TERMS AND CONDITIONS STATED BELOW AND THAT YOU MAY NOT USE THE SDK WITHOUT AGREEING TO THESE TERMS. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT WWW.BLACKBERRY.COM. IF, PRIOR TO USING THE SDK, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK “AGREE” AND DO NOT ATTEMPT TO DOWNLOAD THE SDK BY ANY MEANS AND IF YOU HAVE ALREADY DONE SO, PROMPTLY DESTROY THE SDK.**

## 1. Definitions

“Airtime Service Provider” means the service provider whose wireless network supports the BlackBerry Solution. The list of service providers that support the BlackBerry Solution may be found at [www.blackberry.com](http://www.blackberry.com).

“API” means the Application Programming Interface(s) contained in the SDK.

“Applications” means software application programs, or portions thereof, developed by You for use with: (a) RIM Handheld Products; and (b) BlackBerry Handheld Products excluding software applications, programs, or portions thereof developed for BlackBerry Handheld Products that modify, delete, duplicate or replace all or any material part of the email functionality or features of the BlackBerry Software or the BlackBerry Software itself

“BlackBerry Handheld Products” means those RIM wireless handheld devices that are, or have been distributed or sold in association with the “BlackBerry” trademark (whether or not such BlackBerry Handheld Products also have the “RIM” trademarks).

“BlackBerry Software” consists of the BlackBerry desktop software for use in conjunction with BlackBerry Handheld Products, software and/or firmware residing on BlackBerry Handheld Products from time to time, including without limitation the BlackBerry wireless email, over the air calendar and address book applications, and any BlackBerry Enterprise Server software.

“BlackBerry Solution” means the BlackBerry Software, a BlackBerry Handheld Product, RIM supplied hardware accessories for the BlackBerry Handheld Product, and the RIM Wireless Data Service.

“License” has the meaning set out in Section 2.

“Licensed Source Code” has the meaning set out in Section 2.

“RIM Handheld Products” means those RIM wireless handheld devices that are distributed or sold under the “RIM” trademark and are not, and have not been, distributed or sold under the “BlackBerry” trademark or otherwise sold as part of the BlackBerry Solution.

“RIM Wireless Data Service” includes the BlackBerry network infrastructure which provides wireless data service including without limitation email or mobile data.

“SDK” or “Software Development Kit” means all Software, information, data, documentation, and other materials, whether tangible or intangible, in whatever form or medium, provided to You at any time either by way of downloading from a RIM or a RIM affiliate website or otherwise provided to You for any development efforts (unless such materials are provided pursuant to a separate license grant for such materials by RIM or its affiliates). The SDK includes without limitation everything downloaded from the RIM website or that of a RIM affiliate or that is emailed or otherwise provided to You. Certain Software that forms part of the SDK may be subject to additional terms and conditions. Except as expressly specified herein the SDK shall not include the BlackBerry Software or any Third Party Software. Your use of such software shall be governed by and is subject to Your agreeing to the terms of separate software licenses for this software.

“Software” means all software (including programs, tools, libraries and interfaces, including APIs and Updates).

“Third Party Software” means software proprietary to a third party but, unless expressly specified herein, shall not include software licensed by RIM from a third party and distributed as an integral part of the Software in the SDK. Without limiting the foregoing, Certicom’s Crypto API is supplied with the SDK for your convenience only, and no license for this API is implied by virtue of its delivery to You. You must contact Certicom and obtain a license for this API prior to accessing or using the Crypto API, or attempting to do so. Regardless of the terms of any such additional software license, RIM accepts no obligations to You in relation to Third Party Software.

“Updates” means bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases or versions of the SDK.

## 2. License and License Restrictions

- (a) Subject to the terms and conditions herein, RIM grants You a personal, revocable, non-exclusive, royalty free, non-transferable (except as permitted in Section 16) license to install and use one copy of the SDK on no more than one personal computer residing at Your premises (“Your Computer”) to be used solely in the manner described in the documentation contained in the SDK and solely for the purposes of developing Applications (the “License”). You may not copy the Software, SDK or any portion thereof except to the extent that such copying is essential for the normal operation of the Software or in the course of making unmodified copies of the Software or documentation as part of the regular back-up of the computer or system on which the SDK is installed.
- (b) Unless You obtain written authorization from RIM executed by a duly authorized signatory of RIM, You acknowledge that the License does not include and You are not licensed to develop, market, rent, distribute, transfer, license, sublicense, or furnish any applications which modify, delete, duplicate or replace all or any material part of the email functionality or features of the BlackBerry Software or the BlackBerry Software itself except where such applications are developed for and distributed solely in connection with RIM Handheld products in accordance with the License. You further agree not to engage in any of the aforementioned activities or to attempt to do so using any part of the SDK.
- (c) You may distribute the Applications provided that, except as expressly permitted herein, or as authorized by officers of RIM in writing, You do not directly or indirectly market, rent, distribute, transfer, license, sublicense, sell, or furnish to any third party all or any part of, the SDK or copies of any part thereof including in conjunction with or as part of Applications.
- (d) The SDK may contain certain example applications and code fragments in source code form (“Licensed Source Code”). To the extent that such Licensed Source Code is provided as part of the SDK, the License includes and You may use and modify such Licensed Source Code solely in conjunction with and within the scope of the License and may reproduce and distribute the Licensed Source Code, solely as part of Your Applications in accordance with the license grant set out herein and provided that You: (i) distribute such code in executable form only; (ii) to the extent You are not precluded by law from doing so, prohibit reverse engineering, disassembling and decompiling of such code; and (iii) include the following copyright notice within Your Applications source code in the same locations as Your own copyright notice (and if You do not include a copyright notice, then at least on the packaging, manuals and “about” box): “Portions copyright © 2002-2003

Research

3. APIs. Notwithstanding Section 2, You acknowledge and agree that You will not be permitted to access certain APIs in the SDK unless the code for Your Application has been electronically signed by RIM. You further acknowledge and agree that RIM may require You to submit certain information respecting Your identity and Your Application as a condition of RIM signing the code for Your Application. Furthermore, RIM reserves the right to refuse to sign the code for Your Application, or to revoke any and all code signing already granted for Your Application if, at any time: (a) RIM deems, in its sole and reasonable discretion, that Your Application does not require access to the APIs for which code signing is requested in order to be used in conjunction with the BlackBerry Solution or the BlackBerry Handheld Products or RIM Handheld Products as the case may be, (b) RIM has a reasonable apprehension that Your Application may interfere with, degrade,



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or otherwise adversely affect the BlackBerry Solution, BlackBerry Handheld Product(s), or RIM Handheld Product(s), and/or any other software, system, network or data, (c) RIM has a reasonable apprehension that the information that You have provided to RIM in order to obtain access to such APIs is untrue, inaccurate, not current or incomplete, (d) RIM is prohibited from signing the code for Your Application due to governmental, contractual or other restrictions of applicable authority, such as a court of competent jurisdiction, or (e) You have breached, or RIM has a reasonable apprehension of Your imminent breach, of this Agreement or any other agreement between You and RIM.

4. Certification. You acknowledge and agree that You are solely responsible for obtaining any certification of Your Applications required by an Airtime Service Provider respecting Your Application's compatibility and safe operation with the wireless network of such Airtime Service Provider. Notwithstanding any other provision in this Agreement, You further agree that RIM shall have no liability whatsoever to any third party for any claim or action relating to any of Your Applications, and that if RIM signs the code for Your Application, such signing shall not in any way constitute an endorsement, certification, representation, guarantee, covenant or warranty with respect to Your Application or Your Application's compatibility with the BlackBerry Solution or RIM's Handheld Products or BlackBerry Handheld Products or any part thereof, or with any other product, software or service, including without limitation the wireless network of any Airtime Service Provider, and You shall not represent it as such to any other person.

5. SDK Updates. RIM is under no obligation to provide You with any Updates. However, if RIM does provide You with any Updates, such Updates shall be subject to the terms and conditions of this Agreement (including the License) or such agreement, if any, which accompanies such Updates, including a requirement to make payments to RIM in respect thereof.

6. Limitation of License Grant. This License does not give You a license or any entitlement to any portion of the BlackBerry Solution or to any airtime services. If You require the BlackBerry Solution or any portion thereof and/or airtime services from an Airtime Service Provider, You are solely responsible for arranging at Your own expense the necessary licenses and agreements.

7. Use of SDK. You agree that:

- (a) You will only use the SDK, in the manner expressly authorized by this Agreement and in accordance with the documentation provided by RIM as part of and for use in conjunction with the SDK;
- (b) You are over the age of majority and will comply with Your obligations under this Agreement;
- (c) You have the right and authority to enter into this Agreement;
- (d) You will comply with all applicable laws and regulations respecting the use of the SDK;
- (e) You will ensure that any information that is provided to RIM in relation to this Agreement is true, accurate, current and complete;
- (f) You will be responsible for all activities with respect to the SDK undertaken by You;
- (g) You will ensure that the use of Your Applications, does not and will not interfere with, degrade, or adversely affect the BlackBerry Solution or the BlackBerry Handheld Products or the RIM Handheld Products;
- (h) You will not use the SDK to develop any Applications which would commit or would facilitate the commission of any crime or other illegal or tortious acts in the jurisdiction in which You or Your distribution channels distribute that Application; and
- (i) You will cooperate with RIM and provide information requested by RIM to assist RIM in investigating or determining whether there has been a breach of this Agreement and provide RIM, at its request, with access to the premises and computers where the SDK is being or has been used.

8. Intellectual Property. This Agreement does not transfer or assign to You, any intellectual property right including any patent, design, industrial design, trademark, servicemark, copyright or rights in any confidential information or trade secrets, in or related to the SDK or any part thereof. The SDK and all copies thereof remain the property of RIM and are licensed and not sold to you under this Agreement. You acknowledge that there are no implied licenses granted under this Agreement, and all rights, save for those license rights expressly granted to You hereunder, shall remain with RIM. You may need licenses, including without limitation patent and copyright licenses from RIM and from third parties, to use, manufacture, reproduce or distribute Your Applications, and You agree that RIM has no obligation to You with respect to providing notice of or acquiring such licenses, including without limitation the Certicom Crypto API.

9. Export Restrictions; U.S. Government Rights.

- (a) You acknowledge that the SDK includes encryption software, including the Licensed Source Code, that may be controlled for import, export or purposes under the laws and regulations of the country or territory in which the SDK is used. In particular, You acknowledge that the SDK is of Canadian origin, is subject to Canadian laws and regulations, and may be subject to restrictions on export from Canada, or on import to the country or territory where Your Computer is located and export or re-export to countries subject to Canadian embargoes (such as, as of April 1, 2003, Angola, Eritrea, Ethiopia, Iraq, Liberia, Myanmar (Burma), Rwanda, Sierra Leone and Yugoslavia) or to persons or entities prohibited from receiving Canadian exports (including, but not limited to, those involved with missile technology or nuclear, chemical or biological weapons). You hereby represent, warrant and covenant that (1) You are eligible to receive the SDK under all applicable laws, (2) Your export from Canada, or the import to the country or territory where Your computer is located and Your use of the SDK in any such country or territory will be only as permitted under applicable law, (3) You will ensure that You and any other persons' use of the SDK will be in accordance with the restrictions in Section 2(a), and (4) You will not export or re-export, or permit any other person to export or re-export, the SDK to any country or territory where Your Computer is not presently located.
- (b) Further, should you import or export the SDK outside of North America, You are required to check the RIM website at \_\_\_\_\_ to see if RIM has established a separate SDK license for that jurisdiction. If a separate SDK license has been established for that jurisdiction (a "Foreign SDK License") Your continuing use of the SDK is subject to the terms and conditions of the Foreign SDK License. You agree to the terms and conditions of the Foreign SDK License by importing, exporting installing, using or copying the SDK in or into any country or territory for which RIM has established a Foreign SDK License, or by agreeing to its terms in accordance with the process described in such license. In the event of any inconsistency between this Agreement and the License and any of the terms or conditions of the Foreign SDK License, the Foreign SDK License shall prevail to the extent of the inconsistency.
- (c) The SDK is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 227.7202 or in FAR 52.227-19, or their successors as applicable. Contractor is Research In Motion Limited, 295 Phillip Street, Waterloo, Ontario, Canada N2L 3W8. You hereby agree to indemnify RIM and the Airtime Service Provider from any claims, judgments, damages, costs (including reasonable lawyers' fees and disbursements) and settlements agreed to by You resulting from Your failure to act in accordance with the certifications and commitments in this Section and Section 4.

10. Confidentiality.

- (a) You acknowledge and agree that the SDK was developed at considerable time and expense by RIM and is confidential to and contains valuable trade secrets of RIM. Accordingly, You agree to maintain the SDK in strict confidence and except as expressly provided in Section 2, will not disclose or provide access thereto to any person except to Your employees with a need for access to exercise the License granted herein or use the SDK for any purpose not expressly authorized hereby, or permit or authorize any other person to do so.
- (b) The restriction in Section 10(a) shall not apply to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of Yours. Any combination of the trade secrets or information that form part of the SDK shall not be deemed to be public merely because individual parts of the SDK are in the public domain, unless the combination itself is in the public domain.
- (c) You agree that except to the extent this restriction is prohibited by law, You will not, and will not permit, authorize or acquiesce in any other person translating, disassembling, decompiling, decrypting, deconstructing or reverse engineering all or any part of the SDK. Except as expressly provided in Section 2, You do not have the right to obtain or use any source code for programs included in the SDK.

11. Term. This Agreement shall be effective upon Your agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the first paragraph above) and shall end upon termination of this Agreement in accordance with the provisions set out herein. You must destroy all copies and component parts of the SDK licensed under this Agreement within one (1) week of the end of this Agreement and You shall



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provide proof of such destruction to RIM. Upon the termination of this Agreement the License shall immediately terminate and you shall promptly stop all use of the SDK.

12. Termination. Any breach of this Agreement could cause RIM irreparable harm and You agree that RIM may obtain a temporary or permanent injunction against any breach or threatened breach thereof. If You breach any provision of this Agreement, RIM may terminate this Agreement and the License granted hereunder, by delivering notice of termination to You. You will be deemed to be in breach of this Agreement if: (a) You fail to comply with or perform a term or condition herein; or (b) You or anyone acting on Your instructions or on Your behalf interferes with RIM's customer service or business operations; or (c) You materially breach any other agreement that You may have with RIM. RIM may also terminate this Agreement if RIM is prevented from providing any portion or all of the SDK by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body. Nothing herein shall be construed to require RIM to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. In addition, RIM reserves the right to terminate this Agreement on thirty (30) days notice to You for any reason whatsoever. RIM shall not have any liability to You arising from or related to the termination of this Agreement or the License for any reason. No remedy herein conferred upon RIM is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to this Section 12, You shall pay to RIM all attorney and legal fees and expenses, collection fees, and related expenses, expended or incurred by RIM in the enforcement of any right and the investigation of any breach hereof.

13. Indemnity/Liability. You shall defend, indemnify, and hold harmless RIM, RIM's successors, affiliates, agents and assigns and their respective directors, officers, employees and independent contractors (each a "RIM Indemnified Party") from any claims, costs, damages, losses, settlement fees, or expenses (including without limitation attorney fees and disbursements) incurred directly or indirectly by a RIM Indemnified Party as a result of Your breach of this Agreement and/or as a result of any claim, suit, judgment, settlement, or cause of action: (a) alleging the infringement, violation or misappropriation of any intellectual property right including a patent, design, industrial design, copyright, trade secret or trademark or other proprietary right by Your Application(s) or the use thereof, or the combination of Your Application(s) with any other hardware, software, system, or service, or by Your combination of the SDK or any portion thereof with any hardware, software, or system or service other than the BlackBerry Solution, (b) alleging libel, slander, or defamation related to the use of Your Applications, (c) alleging any injury, death or property or other damage arising from or related to the performance or non-performance of any portion of the SDK or Your Applications, or (d) otherwise related to or arising from Your use of the SDK or Your Applications (including Your development of Applications) or any portion thereof.

14. EXCLUSION OF WARRANTIES AND CONDITIONS. RIM IS PROVIDING THE SDK "AS IS". RIM MAKES NO REPRESENTATIONS, OR WARRANTIES, AND THERE ARE NO WARRANTIES, CONDITIONS OR COVENANTS EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SDK, ITS PERFORMANCE OR ITS FAILURE TO PERFORM. YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE SDK. YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONARY MEASURES TO PREVENT THE LOSS OR DESTRUCTION OF YOUR DATA AND DATABASES SUCH AS, FOR EXAMPLE, MAKING REGULAR BACK-UPS AND VERIFYING THE RESULTS OBTAINED FROM USING THE SDK, AND RIM SHALL HAVE NO OBLIGATIONS OR LIABILITY WHATSOEVER WITH RESPECT TO ANY SUCH LOSS OR DESTRUCTION.

15. EXCLUSION AND LIMITATION OF LIABILITY. IN NO EVENT SHALL RIM BE LIABLE TO YOU FOR, ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT

LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS DISCLOSED TO RIM. IN NO EVENT SHALL RIM BE LIABLE TO YOU FOR ANY DAMAGES THAT EXCEED IN THE AGGREGATE FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SOFTWARE DEVELOPMENT KIT, THE SUM OF TWO-HUNDRED AND FIFTY CANADIAN DOLLARS.

16. Application. The limitations, exclusions and disclaimers set out in this Agreement shall apply: (a) whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of this Agreement; (b) to RIM and its affiliated companies as well as RIM's and such affiliated companies' director, officers, employees, and independent contractors.

17. EXCEPTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR WARRANTIES AND CONDITIONS. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY IF AND ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

18. Consent to Collection of Information. By submitting personal information to RIM pursuant to this Agreement, including without limitation Your name, address and telephone number, You consent to the collection, processing, transmission and disclosure of such information by RIM for the purposes of RIM's internal use and specifically the purposes for which such information has been requested. Any information that You provide to RIM may be used or disclosed by RIM only in accordance with RIM's privacy policy, which may be viewed at [www.blackberry.com](http://www.blackberry.com). RIM reserves the right to modify its privacy policy from time to time in its discretion.

19. Assignment and Delegation. RIM may assign this Agreement without notice to You. You shall not assign this Agreement or Your rights hereunder without the prior written consent of RIM (such consent may be withheld or conditioned at RIM's sole discretion) and any assignment without RIM's prior written consent shall be null and void and of no effect. RIM may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.

20. Nature of Relationship. This Agreement shall not create or be construed as creating a joint venture, co-ownership, partnership, or agency relationship between You and RIM. Neither Party will have authority to or will hold itself out as having any authority to incur, assume, or create, orally or in writing, any liability, obligation or undertaking of any kind in the name of, or on behalf of, or in any way binding upon, the other.

21. Notices. Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently delivered to You if delivered by hand or sent by double registered mail, courier, email or facsimile (provided that the receiver acknowledges receipt of the facsimile or RIM has a facsimile confirmation) or email addressed to the last address or email address provided to RIM by You or on Your behalf. All notices to RIM shall be couriered to RIM, addressed to RIM's legal department at 295 Phillip Street, Waterloo, Ontario, N2L 3W8.

22. General.

(a) No Third Party Beneficiaries. Except as otherwise specifically stated in this Agreement, the provisions herein are for the benefit of the parties and not for any other person or entity.

(b) Waivers of Default. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

(c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance or termination of this Agreement. Without limiting the generality of the foregoing, the provisions of Sections 2(b), 6, 8, 9, 10, 11, 12 (last two sentences), 13, 14, 15, 16, 18, 19, 21 and 22 shall survive the termination of this Agreement.



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(d) **Governing Law and Dispute Resolution.** If You reside in Canada and the SDK is shipped or delivered to You in any format in Canada, this Agreement is to be construed under the laws of the Province of Ontario. Otherwise, this Agreement is to be construed under the laws of the State of New York, excluding any body of law governing conflicts of law.

The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. You irrevocably waive any objection 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 and irrevocable consent and attorn to the jurisdiction of the courts located in the Province of Ontario or the State of New York, as the case may be, for any claims arising from or related to this Agreement. You agree not to institute or commence any action or proceeding against RIM arising from or related to this Agreement in any jurisdiction other than the Province of 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 this Agreement.

(e) **Severability.** If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

(f) **Language.** 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) **Inconsistency.** If there is any inconsistency between this Agreement and any software license or end user agreement provided with any portion of the SDK, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any Updates to the SDK, the provisions of such other license or end user agreements shall apply, to the extent of the inconsistency.

(h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements or representations between the parties other than as set out in this Agreement. Further You acknowledge that no statements or representations made by or on behalf of RIM have been relied upon by You in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the parties. RIM further reserves the right to make changes to this Agreement by providing You with reasonable notice of the change by either email (as contemplated by the Notice provision above) or by posting notice of the change at [www.blackberry.com](http://www.blackberry.com). If You continue to use the SDK more than sixty (60) days after notice of the change has been given, You shall be deemed to have accepted this change.