

WHAT IS THE NEXT STEP?

To become authorized and begin purchasing **BlackBerry® RIM® Software and Technical Support Services** from Tech Data, resellers must review, sign and return the below RIM® contract rider document to the Mobility Desk either by emailing tdmobility@techdata.com, or faxing it to 727-571-9210. **Please include in the subject: RIM Authorization*

As soon as we have received the signed RIM® rider, resellers are immediately authorized and may begin sourcing **BlackBerry® RIM® Software and Technical Support Services** from Tech Data.

(note: Signing opens reseller sourcing from Tech Data and does not create distributor exclusivity).

***For more information on RIM® and BlackBerry® Business Solutions, visit us at:**

<http://www.techdata.com/business/blackberry/default.aspx>

or

<http://www.techdata.com/tdmobility/default.aspx>

If you have any other questions, please reach out to your sales team or a specialist from the Mobility Desk at X83662.

Thank You!

The TDMobility team

These Supplementary Terms and Conditions (the "Supplement") apply to all sales made by Tech Data Corporation ("Company") of Research in Motion Corporation ("RIM") products and services. This Supplement is in addition to Company's Standard Terms and Conditions of Sale. Acceptance of all orders is expressly made conditional upon your assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.

1. Your acceptance of this Supplement shall be indicated by any of the following, whichever first occurs: (a) clicking "Accept"; (b) your making of an offer to purchase RIM products or services from Company; (c) your acceptance of any RIM products or services from Company; (d) your entering into an agreement to purchase RIM products or services from Company; or (e) any other act or expression of acceptance by you. Company's acceptance is expressly limited to this Supplement in its entirety without addition, modification or exception, and any term, condition or proposal hereafter submitted by you (whether oral or in writing) which is inconsistent with or in addition to these terms and conditions is objected to and is hereby rejected by Company. Company's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be Company's acceptance or approval thereof.
2. You and your customers shall comply with the RIM Contract Requirements, incorporated herein by reference, as in effect from time to time.
3. Company may terminate your rights to acquire and resell RIM products and services at any time in its sole and absolute discretion. Such rights shall automatically terminate upon the termination of Company's Master Supply Agreement with RIM.
4. You shall defend, indemnify and hold RIM and Company harmless from and against all claims, liabilities, losses, and damages (including reasonable attorneys fees) arising from or related to your or your customers' purchase, sale, marketing or distribution of RIM products and services, or the breach by you or your customers of this Supplement.
5. You shall comply with all applicable laws, codes and standards in the marketing, sale, and distribution of RIM products and services.
6. You acquire no intellectual property rights in any RIM intellectual property.
7. Company shall have the benefit of, and be able to enforce against you, all indemnifications, releases, limitations and disclaimers of damages, and other rights granted by you to RIM in the RIM Contract Requirements.
8. RIM is a third party beneficiary of this Supplement in case of any breach by you of it, and may enforce it against you directly.
9. You are responsible for ensuring that your customers are bound by and comply with this Supplement.
10. This Supplement may not be assigned or transferred, directly or indirectly, by operation of law, change in control, or otherwise.
11. Company reserves the right to modify this Supplement, including the RIM Contract Requirements, at its discretion at any time. It is your responsibility to ensure that you have reviewed the most recent Supplement.

ACCEPTED AND AGREED THIS ____ DAY OF _____, 2011.

_____ [PRINT NAME OF CUSTOMER]

By: _____

Print Name: _____

Title: _____

RIM CONTRACT REQUIREMENTS

Research In Motion Corporation (“RIM”) requires that these contractual provisions be imposed upon you and your customers in order to purchase RIM products and services from Tech Data Corporation (“Company”). You are responsible for ensuring that your customer complies with these RIM Contract Requirements. You are referred to as “Distributor” below, and your customer may be a “Subdistributor” or an “End User” as applicable. Capitalized terms not otherwise defined herein have the meaning given them in the “Defined Terms” Annex below.

1. Distributor personnel and Subdistributor personnel providing technical support and training must take appropriate training from Company or RIM.
2. Any licenses or rights granted to Distributor or Subdistributor are non-transferable and remain non-transferable regardless of the financial status or viability of Company, Distributor or Subdistributor.
3. Upon termination of this Agreement, Distributor will certify in writing to Company that all archival or backup copies of the applicable software in the possession of Distributor and its Subdistributor have been deleted from any computer system and destroyed. Distributor and its Subdistributors will reasonably cooperate with RIM to facilitate the continued availability and continuity of Service for the benefit of Distributor’s and its Subdistributors End Users.
4. RIM will have no liability to or through Distributor or its Subdistributors, including without limitation under local law or otherwise for actual, consequential, indirect, special or incidental damages, whether foreseeable or unforeseeable and including labour or employment claims, lost profits, investments or goodwill, and costs or expenses to the extent related to the termination or expiration of this Agreement.
5. Distributor will not, and will ensure that Distributor Related Parties do not, make any claims or demands against RIM or RIM Related Parties arising from or connected to this Agreement or RIM products and services.
6. Distributor will ensure that End Users will, at all times, keep and maintain adequate data recovery and backup systems and keep copies of the data and programs held or used by or on behalf of the End User.
7. Distributor will ensure that its Subdistributors sell to End Users only.
8. Distributor will be fully liable for the acts and omissions of its Subdistributors and anyone acting through them.
9. Distributor will not, and will ensure that its Subdistributors do not, promote, market, distribute, sell or otherwise make available Products, or provide Services for Products outside of the Territory.

10. Distributor will not, and will ensure that its Subdistributors do not, make the Products and/or Services available to any person that it knows, or reasonably ought to know, will install or use the Products or Services outside of the Territory.
11. Distributor will, and will ensure that its Subdistributors will, distribute Products unmodified and as packaged by or on behalf of RIM with all packaging, warranties, notices, disclaimers, license agreements and other materials intact.
12. If an End User indicates it is not willing to accept RIM's Licenses terms and conditions after delivery but prior to installing the software, and returns the software, all accompanying documentation, packaging and proof of purchase to Company, or at RIM's request, Distributor will, and will ensure that its Subdistributors will, refund to the End User all monies paid to Company for the software media.
13. Any translation or localization obligations relating to the Products and/or the English Documentation, to comply with legal, regulatory or other requirements will be Distributor's responsibility.
14. Distributor will, and will ensure that its Subdistributors will:
 - a. not engage in threatening, deceptive, tortious, offensive, deceptive, misleading, obscene, illegal, or unethical practices that may be detrimental to RIM or to the Products (including any software) or Services or to any other RIM products or services and any representations made about RIM and its products or services will be fair and accurate;
 - b. not make: (i) any representations, warranties, or guarantees to End Users concerning the Products (including any software) and/or any other RIM products or services without RIM's prior express written consent; or (ii) any representations, warranties, conditions or guarantees to End Users that RIM specifically precludes, and Distributor agrees to defend and indemnify Company and RIM for any claims, actions, judgments, damages, fines, penalties, costs and other expenses (including without limitation reasonable legal and third party professional fees and disbursements) arising out of or in relation to Distributor or its Subdistributors making such representation, warranty, condition or guarantee;
 - c. comply at its sole expense with all applicable federal, national, state, provincial, and local laws and regulations in relation to the Products and Services and in performing its duties with respect to the Products (including any software) and Services, including, without limitation, those tax, foreign exchange, anti-corruption, transfer of money, marketing, consumer protection, data protection and privacy, anti-mafia or anti-terrorist laws, as well as any laws regarding Distributors, Subdistributors and/or

Subcontractors, and will promptly notify RIM of any changes thereto which would impact on the relationship of the Parties or the performance of this Agreement;

- d. not represent that any Product (including any software) or Service is designed or licensed for use in circumstances where the failure of such Product or Service is likely to result in significant risks to health or safety, where fail-proof delivery of time-specific information is required, or in otherwise hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems;
 - e. not sell, authorise or facilitate the sale or license of: (i) software as being compatible with the Products unless approved by RIM; or (ii) accessories that have not been approved by RIM;
 - f. not engage in business practices, promotions or advertising which may be injurious to the reputation or business goodwill of RIM;
 - g. upon receiving notice of removal of a product (including any software) and/or service pursuant to this Agreement, forthwith stop marketing and distribution of such product (including any software) and/or service as specified in such notice;
 - h. not use or permit or acquiesce in any third party (including, without limitation, Subdistributors and/or Subcontractors) using any RIM Marks in any way (including, without limitation, as part of any press releases, products, services, domain name, company name, marketing, and/or promotional materials) without: (i) the express written authorisation from RIM; (ii) complying with, and ensuring that Subdistributors and Subcontractors comply with, the obligations under the BlackBerry Branding Guidelines; and (iii) Distributor, Subdistributor and Subcontractor doing so in compliance with the latest version of the BlackBerry Branding Guidelines; and
 - i. (a) not modify the Software or load or acquiesce in the loading of any third party software on Handhelds; or (b) not promote, market or distribute on or in combination with the Handhelds: (I) any Competitive Wireless Solutions; (II) any storefront functionality that is competitive with RIM's storefront (currently known as BlackBerry App World); or (III) applications which would be in contravention of Research In Motion Limited's then-current software development license. For the avoidance of doubt, nothing in this paragraph will be deemed to restrict, prohibit or otherwise limit Distributor from promoting, marketing, or distributing any product that is competitive with the Products.
15. Distributor will not and will ensure that its Subdistributors and Subcontractors will not delete or modify the copyright notices on or associated with the Products, Services, Documentation, RIM Marketing Collateral or other literature or materials, or any portion thereof, provided by or on

behalf of RIM to Distributor, Subdistributors, Subcontractors or End Users. For clarity, Distributor acknowledges and agrees that nothing herein transfers any title or ownership interest RIM has in any literature, materials or documentation, however provided to Distributor, Subdistributors, Subcontractor or End Users, referenced in the preceding sentence. For the avoidance of doubt, the preceding sentence does not apply to legal title transfer of Products purchased hereunder.

16. Distributor may use the RIM Marks in connection with the Products or Services subject to ensuring compliance with (i) receiving express written authorisation from RIM each time Distributor, Subdistributor or anyone else acting on behalf of Distributor or Subdistributor uses RIM Marks; (ii) compliance with all other provisions of this Agreement and (iii) the BlackBerry Branding Guidelines as they relate to Products and for clarity Distributor will have no right to use RIM Marks set out in the BlackBerry Branding Guidelines relating to other products. Distributor acknowledges that: (a) its use of the RIM Marks is limited to the use licensed in this Agreement; (b) that each and every use of the RIM Marks requires express written authorisation from RIM; and (c) that Distributor has not acquired, and will not acquire, any ownership rights therein. Distributor will not, and will ensure that its Subdistributors and Subcontractors will not use any RIM Marks in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of RIM or RIM's products or services. Distributor will not, and will ensure that its Subdistributors and Subcontractors will not to use any RIM Marks as a feature or design element of another logo or trademark. Upon request by RIM, Distributor will supply RIM with specimens of its use or any use by its Subdistributors or Subcontractors of any RIM Marks and execute and obtain from its Subdistributors or Subcontractors execution of, the instruments that may be appropriate to register, maintain or renew the registration of any RIM Marks in the Territory.
17. Distributor grants, and will ensure that its Subdistributors and Subcontractors will grant, RIM or its authorised agent the right to inspect Distributor's, Subdistributors' or Subcontractors' historical use, use or display of RIM's Marketing Collateral from time-to-time to ensure that such historical use, use or display is in accordance with the terms of this Agreement and RIM's requirements.
18. Neither Distributor nor anyone acting on its behalf, including without limitation, Subdistributors and Subcontractors, and any of their employees, independent contractors or agents, will acquire any intellectual property related to the RIM products (including any software), services, or product prototypes, including without limitation any such patents, industrial designs, master works, copyright, trade-secrets, or mask works. No ownership, right, interest or title in or to the RIM products (including any software), services, or product prototypes will transfer to Distributor, nor to anyone acting on Distributor's behalf under this Agreement, including without limitation Subdistributors and Subcontractors, and any of their employees, independent contractors or agents.

19. In addition to the foregoing, in the event that Distributor, its Subdistributor(s) or Subcontractor(s) does not comply with the BlackBerry Branding Guidelines, in addition to any other remedy, RIM and Company reserve the right to immediately discontinue shipment of Products and/or provision of Services under this Agreement until such time as the non-compliant activity is cured; provided however that the discontinuance of such shipment or provision of Services will not relieve Distributor from paying the full value of any orders placed by Distributor and accepted by RIM or Company, or paying for any Services provided hereunder.
20. From time-to-time upon request from RIM or Company, Distributor will provide to RIM and Company within five (5) Business Days of receipt of request a written confirmation that Distributor, and its Subdistributors and/or Subcontractors (as applicable) are complying with such latest version of the BlackBerry Branding Guidelines.
21. Distributor acknowledges and agrees that: (a) any distribution of RIM's software and/or sale of the media on which the software is distributed by Distributor is subject to the End User accepting the terms of RIM's Licenses; and (b) Distributor will not, and will not permit, facilitate or acquiesce in the End User accessing RIM's software without the End User having first accepted the terms of RIM's Licenses. Distributor will promptly notify RIM of any violation of the preceding sentence or any violation by any End User of RIM's Licenses of which it becomes aware.
22. Distributor will not, and will ensure that its Subdistributors, Subcontractors and End Users do not: (i) alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, reproduce, or reverse engineer all or any portion of the RIM products (including any software) or services or attempt to do so; or (ii) permit, authorize, or acquiesce in, any other person engaging in these activities, or attempting to do so; or (iii) use the Products (including any software) or Services or any information contained therein or otherwise provided by RIM for the purposes of developing, or having developed any products or services competitive with any of RIM's products (including any software) or services, and will prohibit its Subdistributors, Subcontractors and End Users from doing so, or attempting to do so. Should it become known to Distributor that an End User, Subdistributors and/or Subcontractor has attempted to modify, reproduce or Reverse Engineer the RIM products (including any software) or services or any part thereof, Distributor will immediately notify RIM and direct such End User, Subdistributors and/or Subcontractor, as applicable, to cease and desist in the activity and to contact RIM directly.
23. Notices. Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be sufficiently given if delivered by hand or sent by registered mail, courier, or email addressed to the other Party at the address set out below or to such other person or address as the Parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications will be received and effective: (i) upon the date of delivery if delivered

personally; or (ii) on the date of receipt of confirmation by answer-back, in the case of mail or email. The following addresses and contacts can be changed by providing notice to the other party in accordance with this section.

If to RIM: The Directors
 122 West John Carpenter Parkway,
 Suite 430
 Irving, Texas 75039 USA
 Phone: +1 (972) 650-6126
 Fax: +1 (972) 650-2006

With a copy to: Legal Department
 295 Phillip Street
 Waterloo, Ontario Canada
 N2L 3W8
 Phone: +1 (519) 888-7465
 Fax: +1 (519) 888-1975

If to Tech Data: 5350 Tech Data Drive, Clearwater, FL 33760 USA
 Attention: Joe Quaglia
 Title: SVP U.S. Marketing
 Phone +1 (727) 571-9340
 Fax: +1 (727) 538-7094
 Email:
 joe.quaglia@techdata.com

With a copy to: 5350 Tech Data Drive, Clearwater, FL 33760 USA
 Heather Murray
 Title: Director of Mobility
 Phone: +1(727) 539-7429
 Ext. 70030
 Fax: +1 (727) 599-2640
 Email: heather.murray@techdata.com

With a copy to: 5350 Tech Data Drive, Clearwater, FL 33760 USA
 David Vetter
 Title: SVP, General Council
 Phone +1 (727) 539-7429 ext.77062
 Fax: +1 (727) 538-7053
 Email: david.vetter@techdata.com

24. Nothing in this Agreement will be deemed to create a joint venture, partnership, or agency relationship between the Parties or empower one Party to bind, assume or create any obligation on behalf of the other.

25. Distributor will comply, and will ensure that its Subdistributors and Subcontractors comply, with all relevant laws, orders, codes, and regulations of any applicable jurisdiction applicable to this Agreement and to the use, marketing, advertising, distribution, resale, or other transfer, of the goods and/or services supplied by RIM pursuant to this Agreement.
26. Distributor is, and will ensure that its Subdistributors and Subcontractors are, strictly prohibited from exporting, re-exporting, transferring or supplying, regardless of method, RIM products (including any software) and/or services outside the Territory unless the Parties have expressly authorised such activity under this Agreement or an amendment.
27. Distributor will comply, and will ensure that its Subdistributors and Subcontractors comply, with all terms set forth in Schedule O (End Use Statement).
28. Distributor will, and will ensure that its Subdistributors and Subcontractors will, obtain and maintain all permits, certifications, licenses and other authorizations necessary to market, use or resell the Products and Services.
29. Distributor will ensure that its Subdistributors will not make any announcement, news release, public statement, publication or presentation relating to the existence of this Agreement or the terms hereof without RIM's and Company's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.
30. Distributor will comply with all applicable privacy and data protection laws and with Distributor's own privacy policy. Distributor will use reasonable care in the use, storage, transmission, and protection of personally identifiable information.
31. Distributor acknowledges that it is aware that, and Distributor will ensure that Subdistributors are aware that, RIM and Company have and may, from time-to-time, appoint other distributors, subdistributors and agents to distribute the Products (including any software) and/or Services in the Territory and that RIM and Company have and may, from time-to-time, distribute directly such products and/or services in the Territory (including the Products (including any software) and Services) and that nothing in this Agreement precludes RIM or Company from doing any of the foregoing.
32. Distributor acknowledges and agrees that any software under this Agreement was developed at private expense. It is RIM's position that the U.S.A. government or its agencies should gain no greater or lesser rights than any other customer. Notwithstanding anything to the contrary in this Agreement or otherwise, if Distributor or its Subdistributors or Subcontractors supply any software to the U.S.A. government or its agencies, Distributor will ensure that the agreement under which the software is supplied ensures that the rights of the U.S.A. government and its agencies in relation to the software will not exceed the rights granted to the End User under RIM's Licenses.

33. Distributor will comply, and will ensure that its Subdistributors and Subcontractors comply, with all anti-corruption, anti-kickback, and related laws.
34. Distributor will not, and will ensure that its Subdistributors and Subcontractors will not, make any payment or promise of payment to any RIM employee in connection with the solicitation or award of any agreement.
35. With respect to MVS Software, Distributor will, and will require its Subdistributors and installation Subcontractors to: (a) advise End Users (i) to make additional arrangements, separate from the MVS Software and related services, to obtain traditional wireless or wireline telephone service to obtain access to all regular telephone service and functionality (including emergency calling capability), (ii) that emergency calls may only be processed and accessible where cellular coverage is available through the End User's airtime service provider, and (iii) that telecommunications and Emergency Call laws vary from country to country and that if the End User installs, deploys or uses the MVS Software outside of the MVS Territory, RIM is not responsible for determining the applicable laws and regulations and ensuring compliance with those laws and regulations; and (b) have End Users inform and obtain the agreement of their authorised users of the MVS Software that: (i) the MVS Software and associated services are not intended to be a replacement for primary or traditional telephone services, (ii) emergency call services are not processed through the MVS Software, (iii) emergency call services may only be processed and accessible where cellular coverage is available through the End User's airtime service provider, and (iv) RIM will have no responsibility or liability whatsoever to Distributor, any End User or any third party (including, without limitation Subdistributors and/or Installation Subcontractors) for any bodily injury, personal injury, death, property loss or damage arising out of or in connection with the inability to access emergency call services or personnel through the MVS Software and related services, for an End User's failure to provide to its authorised users traditional wireless or fixed line telephone services that offer access to emergency call services separately from the MVS Software, or for any installation, deployment or use of the MVS Software outside of the MVS Territory.
36. Distributor will, and will ensure that its Subdistributors will, make commercially reasonable efforts to support the promotion, marketing and distribution of the MVS Software in the MVS Territory.
37. Distributor will, and will ensure that its Subdistributors will, ensure that the MVS Software and related installation services are not made available or distributed outside of the MVS Territory.
38. Distributor will ensure that each of its Subdistributors executes an agreement no less restrictive and consistent with the terms and conditions of this Agreement.
39. Distributor confirms that RIM has no payment obligation to Distributor or Subdistributor either during the term of this Agreement or any Subdistributor agreement or on termination of the

rights of distribution, and Distributor hereby waives any such payment obligation imposed on RIM by law or otherwise.

40. RIM is not responsible to the Distributor's or Subdistributor's End User for any warranty that is not explicitly provided for under RIM's Limited Warranty and RIM Licenses.
41. Distributor hereby grants to RIM and its affiliates, and will ensure that its Subdistributors grant to RIM and its affiliates, a non-assignable, non-exclusive, royalty-free worldwide license to use, reproduce, distribute and display publicly the Distributor and Subdistributor marks (if authorised by RIM for use in relation to the Products pursuant to this Agreement) on or in connection with the Products and any packaging, labelling, promotional, advertising or other materials, including without limitation websites.
42. RIM reserves the right to approve of all references to RIM's products and services in advertisements, press releases, promotional materials and such other materials as may be publicly distributed.
43. Distributor hereby grants to RIM, and will ensure that its Subdistributors and Subcontractors grant to RIM, the right to inspect Distributors', Subdistributors' and Subcontractors' historical use, use or display of RIM's Marketing Collateral from time-to-time to ensure that such historical use, use or display is in compliance with the terms of this Agreement.
44. Distributor and Subdistributors are prohibited from loading or from facilitating the loading of a Competitive Wireless Email Solution on the Handheld or Handheld Tablet or an application which would be in contravention of Research In Motion Limited's then current BlackBerry SDK License Agreement for the BlackBerry Java Development Environment.
45. All Distributor and Subdistributor Agreements will automatically terminate upon termination of Company's Master Supply Agreement with RIM.
46. Distributor will be fully liable for the acts and omissions of its Subdistributors or anyone acting through its Subdistributors.
47. RIM will have no liability to any Distributor or Subdistributor or anyone acting through them.
48. Except to the extent prohibited by law, Distributor and its Subdistributors are prohibited from promoting, marketing, distributing or selling Products and/or services outside of the applicable Distributor Territory or Subdistributor Territory.
49. RIM is and will be a third party beneficiary to this agreement and any Subdistributor Agreement in the case of any breach of this agreement or Subdistributor Agreement. Distributor covenants and agrees, and will ensure that its Subdistributors covenant and agree, that RIM may advance a claim directly against such Distributor and/or Subdistributor in the Territory or elsewhere for any breach of this agreement or any Subdistributor Agreement.

50. Distributor will not appoint any RIM Competitor (“Prohibited Distributor”) as a Subdistributor of the Products and/or services. The Parties acknowledge and agree that “RIM Competitors” will mean: (a) Access Co., Ltd, Air2Web, Inc., Apple, Inc., Audiovox Corporation, BenQ Corporation, Berggi Inc., Casio Computer Co., Inc., Commtag Ltd., Communication Network Interface, Inc., CommonTime Ltd., Consilient Technologies Corporation, Danger, Inc., Defywire, Inc., Dell, Inc., Extended Systems Incorporated, Emblaze Ltd., Enterprise Mobile, Inc., E-ten Informations Systems Co., Ltd, Facio Software, Inc., Fujitsu Ltd., Funambol, Inc., Giga-Byte Technology Co., Ltd., Good Technologies Inc., Google Inc., HandEra, Inc., Hewlett Packard Company, Hitachi, Ltd., HTC Corporation, Huawei Technologies Co., Ltd, Hunetec Co. Ltd, iAnywhere Solutions, Inc., i-mate plc, Infowave Software Inc., Intellisync Inc., Intermec, Inc., Intermec Technologies Corporation, Inventec Corporation, Itronix Corporation, IXI Mobile, Inc., Jarna, Inc., JP Mobile, Inc., Kyocera Corporation, Legend Holdings Ltd., Lenovo Group Limited, LG Electronics Inc., LRW Digital, Inc., Messaging Architects, Metricom Inc., Microsoft Corporation, Mightyphone – FusionOne, Inc., Mitsubishi Corporation, Motorola, Inc., MWG, NEC Corporation, New Technology Developer, Inc., Nokia Corporation, Notify Technology Corporation, NTP, Inc., Omnisky Corporation, Openhand Software Ltd., Openwave Systems Inc., Oracle Corporation, Palm, Inc., PalmSource, Inc., Psion Teklogix, Inc., Qualcomm Incorporated, RoverPC, Sagem Communication, Samsung Electronics Co., Ltd., Sanyo Electric Co., Ltd., Sendo Ltd., Seven Networks, Inc., Sharp Electronics Corporation, Siemens AG, Sierra Wireless Inc., Smartner Information Systems Ltd., Smartner Limited, Sony Corporation, Sony Ericsson Mobile Communications AB, Space2Go.com GmbH and Co.KG, Spring Things Sproqit Technologies, Inc., Sybase, Inc., Symbian Co., Ltd., Symbol Technologies, Inc., Synchrologic, Inc., TechFaith Wireless Inc., Telefonaktiebolaget LM Ericsson, ThinAir Networks, Inc., Toshiba Corporation, Trium, ViAir, Inc., Visto Corporation, Wavcom, Inc., Winston NeWeb Corp, WorldLink, Inc. and Xircom, Inc.; (b) any affiliates or successors to any of the entities described herein; and (c) such other entities as RIM may add from time-to-time to this list by providing Distributor written notice.

DEFINED TERMS ANNEX

- “Blackberry Branding Guidelines” means RIM’s then-current branding guidelines applicable to this Agreement (which may be located at www.blackberry.com/partnerguidelines) and then-current naming guidelines with respect to the MVS Software (which may be located at www.blackberryuniverse.com), as they may be modified or amended by RIM from time-to-time, which will be deemed to be incorporated by reference into this Agreement.
- “Competitive Wireless Email Solution” means, with respect to a messaging account or profile or other identifier assigned to an End User, a solution other than the solution included as part of the Software that: (a) automatically directs, redirects or accesses (via an API or other technical connection) messages addressed to or intended for such account or profile or other identifier to a designated Handheld Tablet or Handheld; and (b) enables receipt and/or delivery of to and from such account or profile or other identifier through the Handheld Tablet or Handheld.
- “Distributor Related Parties” means Distributor, its Subdistributor, and any third party claiming through or against Distributor or its Subdistributors, including End Users of Distributor or a Subdistributor.
- “Documentation” means RIM’s documentation for the Products included with the Product packaging.
- “End User” means a user of any Products who obtains the Products through Distributor or Subdistributor and who acquires such Products for use in the regular course of their business, or for personal use, and not with a view toward further distribution.
- “English Documentation” means RIM’s English language documentation for the Products included with the Product packaging.
- “Handheld” means the RIM handheld devices manufactured by or on behalf of RIM. For clarity, Handhelds exclude accessories and any other items such as stereo headsets and microSD cards.
- “MVS Server Software” means the BlackBerry Mobile Voice System Server software made available to Company for license to End Users in the MVS Territory.
- “MVS Software” means the MVS Server Software and the MVS CALs made available by RIM pursuant to this Agreement.
- “Product(s)” means the Software made available by RIM pursuant to this Agreement. Product specifically excludes services, product prototypes and third party BlackBerry enabled handhelds.

- “RIM Licenses” means RIM’s then current standard licenses, in whatever form or medium provided by RIM to End Users in conjunction with Products and Services.
- “RIM Marks” means the trademarks, trade names, service marks or logos of RIM associated with the Products made available under this Agreement.
- “RIM Marketing Collateral” means any RIM marketing materials, white papers, and any other product related materials made available to Company, Distributors, Subdistributors and Subcontractors from RIM or its authorised agent.
- “RIM Related Parties” means RIM’s affiliated companies, or RIM or RIM’s affiliated companies’ employees, independent contractors, suppliers, agents or subcontractors.
- “Service(s)” means any services to be performed by RIM.
- “Software” has the meaning ascribed to it in RIM’s Licenses and includes any proprietary software made available by RIM pursuant to this Agreement, including all client access licenses, and any RIM proprietary software loaded onto or embedded into the Handheld or the Handheld Tablet, howsoever provided to Distributor or End Users, together with all Documentation related to such proprietary software, and any bug fixes, updates or upgrades thereto provided by or on behalf of RIM: (a) to Company, Distributor, or to an End User, as RIM, in its discretion generally makes such bug fixes, updates or upgrades available to its distributors or licensees; or (b) to an End User that has purchased support from RIM. Software specifically excludes Third Party Deliverables and, for clarity, Third Party Deliverables will not form part of Software or any specification for a Handheld or Handheld Tablet (regardless of whether or not a Third Party Deliverable is identified in any specification for a Handheld or Handheld Tablet) and Third Party Deliverables will not constitute, or be treated, construed or interpreted as being shipped, supplied, authorised or otherwise provided by or on behalf of RIM. For clarity Software includes the MVS Software but does not include Third Party Equipment.
- “Subcontractor” means a subcontractor appointed by Distributor.
- “Subdistributor” means the person or entity designated by a Distributor, as an agent of Distributor, in the Distributor Territory as being entitled to distribute the Products to End Users in the Subdistributor Territory in compliance with this Agreement.
- “Territory” means United States of America.
- “Third Party Application” means any software, application, technology, standard or specification, product or service developed by or on behalf of Company or a third party for installation and/or use in conjunction with a personal digital assistant or other wireless or computing device and including without limitation all intellectual property

rights embodied therein. For clarity, Software specifically excludes Third Party Applications and Third Party Applications will not form part of Software or any specification (regardless of whether or not a Third Party Application is identified in any specification) and Third Party Applications will not be treated, construed or interpreted as being shipped, supplied, authorised or otherwise provided by or on behalf of RIM.

- “Third Party Deliverables” means any Third Party Application or any third party websites, software, content or other products or services.
- “Third Party Equipment” means any and all computer hardware and telecommunications equipment, including the PBX System and infrastructure manufactured and distributed by a third party or Company or Distributor.

SCHEDULE O –END USE STATEMENT

This certifies that the BlackBerry hardware, software, and services (“**Solution and Products**”) received from Research In Motion Limited and/or any of its subsidiaries (“**RIM**”) will be used by Distributor, Distributor’s personnel, Subdistributors and Distributor’s customers. Distributor certifies the Solution and Products will not be imported, used, exported, transferred, or re-exported by the Distributor except in compliance with the laws and regulations of the national and/or other (sub-national and/or supranational) government authorities with authority over the country(ies) and/or territory(ies) from which the Solution and Products are being exported or into which the Solution and Products are being imported (collectively, the “**Government Authority(ies)**”). Without limitation, the Solution and Products will not be exported or re-exported by the Distributor: (a) to any country on Canada’s Area Control List; (b) to any country subject to UN Security Council embargo or action; (c) in contravention of Canada’s Export Control List Item 5505 – Goods for Certain Uses; (d) in contravention of United States economic sanctions and embargoes; and/or (e) to persons or entities prohibited from receiving United States exports or United States-origin items (including, but not limited to parties on the United States Department of Commerce Bureau of Industry and Security’s Denied Persons List and Entity List and parties on United States Department of Treasury Office of Foreign Assets Control’s Specially Designated Nationals List).

In addition, Distributor certifies that Distributor and Distributor’s personnel will not use the Solution and Products in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to any customer or entity involved in such activity.