

TERMS AND CONDITIONS FOR BLACKBERRY® FOR SME

GENERAL PROVISIONS

1 Offer and Agreement

- 1.1 The present general contractual terms and conditions ("General Terms and Conditions") shall apply to all offers, legal relationships and agreements under which a GPXS legal entity ("the Supplier") provides goods and/or services of whatever nature to its customer ("the Customer"). GPXS and the Customer are also referred to as a "party" and the "parties".
- 1.2 Deviations from and additions to these General Terms and Conditions shall only be valid if they have been expressly agreed in writing and duly signed by both parties in a separate agreement.
- 1.3 All offers and other statements by the Supplier shall be without obligation, unless the Supplier expressly indicates otherwise in writing. The Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which the Supplier bases its offer and which have been stated by or on behalf of the Customer to the Supplier.
- 1.4 The application of the Customer's purchasing or other terms and conditions is expressly rejected.
- 1.5 If any provision of these General Terms and Conditions is declared null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force and the invalid provision shall be replaced by a valid one with similar purposes to the extent possible.
- 1.6 To the extent permitted by the applicable law, email is an acceptable form of communication between parties. Additional or limitative requirements shall be set out in the applicable agreements.

2 Price and Payment

- 2.1 All prices are in € and are exclusive of turnover tax (VAT) and other levies imposed by the government. In the applicable case such taxes and levies will be invoiced. Payment must be made net of bank charges.
- 2.2 The Supplier shall be entitled to adjust the applicable prices and rates by providing written notice and /or electronic communication at least three months in advance. If the Customer does not agree with the price adjustment, the Customer shall, within fifteen days after the notice, be entitled to terminate the Agreement before the date on which the adjustment would have become effective.
- 2.3 The Parties shall record in the Agreement the date or dates on which the Supplier shall charge the Customer the fee for the agreed performance as well as the due dates for payment. In the absence of a specific provision, the Customer shall pay within thirty calendar days after the invoice date. The Customer shall not be entitled to set off or to suspend a payment.
- 2.4 For any late payment and without any written demand or notice of default being necessary the Customer shall be charged a late payment interest of 15% per annum, accruable monthly, on the outstanding amount as well administrative and recovery costs if the connection needs to be re-activated. Payments shall be used in the first place to pay up the late payment interests and costs and subsequently for payment of the longest outstanding invoices. The Supplier shall be entitled to suspend the services until payment in full is received.

3 Term

- 3.1 The Agreement shall be entered into for the term agreed between the parties, in the absence of which a one-year term shall apply.
- 3.2 The term of the Agreement shall be tacitly extended each time by subsequent one year periods, unless the Customer or the Supplier terminates the Agreement in writing with due observance of a notice period of three months before the end of the period concerned.

4 Confidential Information, Solicitation of Employees and Privacy

- 4.1 Each of the parties warrants that all of the information received by the other party and known to be or should be known to be confidential in nature shall remain secret, unless a legal obligation mandates disclosure of that information. The party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the parties as such.
- 4.2 To the extent that the Supplier collects personal information, it shall be exclusively used to: (i) provide the services; (ii) personalize the approach of the Customer; (iii) the handling of complaints

or claims; (iv) improve efficiency of business processes or (v) prevention and detection of fraud and irregularities. The Customer has the right to verify the information and make corrections.

- 4.3 The Customer shall indemnify the Supplier against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by the Customer or for which the Customer is responsible under law or otherwise, unless the Customer proves that the facts underlying the claim are solely imputable to the Supplier.

5 Intellectual or Industrial Property Rights

- 5.1 All intellectual and industrial property rights to software, websites, databases, equipment or other materials developed or provided under the Agreement, such as analyses, designs, documentation, methodologies, know-how, articles, tests, reports, offers, as well as preparatory materials in that regard, shall be held solely by the Supplier, its licensors or its suppliers. The Customer shall only acquire the rights of use expressly granted in these Terms and Conditions and by law. Any other or more extensive right of the Customer to reproduce software, websites, databases or other materials shall be excluded. A right of use to which the Customer is entitled shall be non-exclusive and non-transferable to third parties.
- 5.2 The Supplier shall be allowed to take technical measures to protect the software or with a view to agreed restrictions in the duration of the right to use the software. The Customer shall not be allowed to remove or evade such a technical measure.
- 5.3 The Supplier shall indemnify the Customer against any third-party cause of action based on the claim that software, databases, equipment or other materials developed by the Supplier itself infringe an intellectual or industrial property right applicable in the European Union, on the condition that the Customer immediately informs the Supplier in writing about the existence and substance of the cause of action and lets the Supplier handle the matter completely, including with respect to agreeing to any settlements. To that end, the Customer shall provide the necessary powers of attorney, information and cooperation to the Supplier to defend - if necessary, in the Customer's name - against these causes of action. This indemnification obligation shall be extinguished if the alleged infringement relates (i) to materials provided by the Customer to the Supplier for use, adaptation, processing or incorporation, or (ii) to changes the Customer has made or caused third parties to make to the software, databases, equipment or other materials. If it has been established in court that the software, databases, equipment or other materials developed by the Supplier itself infringe any intellectual or industrial property right held by a third party or if, in the Supplier's judgment, it is likely that such infringement will occur, the Supplier shall, if possible, ensure that the Customer can continue to have undisturbed use of the delivered objects, or functionally equivalent other software, equipment or the other materials concerned, for example, by modifying the infringing parts or by acquiring a right of use for the Customer. If, in its exclusive judgment, the Supplier cannot ensure or cannot ensure except in a manner that is unreasonably burdensome (financially or otherwise) for it that the Customer can continue to have undisturbed use of the delivered objects, the Supplier shall take back the delivered objects, with crediting of the acquisition costs minus a reasonable user's fee. The Supplier shall not make its choice in this regard until after the Customer has been consulted. Any other or more extensive liability or indemnification obligation on the Supplier's part due to the infringement of a third party's intellectual or industrial property rights shall be completely excluded, including liability and indemnification obligations on the Supplier's part for infringements caused by using the software, databases, equipment and/or materials delivered (i) in any form not modified by the Supplier, (ii) in connection with objects or software not delivered or furnished by the Supplier or (iii) in another manner besides that for which the equipment, software, databases and/or other materials were developed or intended.

6 Cooperation by the Customer; Telecommunications

- 6.1 The Customer shall always furnish the Supplier in a timely manner with all data or information which is useful and necessary to execute the Agreement properly and provide full cooperation, including access to its buildings. If the Customer utilizes its own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know how, experience, abilities and availability.

- 6.2 The Customer shall bear the risk of selecting, using and applying in its organization the equipment, software, databases and other products and materials and the services to be provided by the Supplier, and shall also be responsible for the monitoring and security procedures and proper system management.
- 6.3 If the Customer does not provide the Supplier with the data, equipment, software or employees necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfill its obligations, the Supplier shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to the Supplier's right to exercise any other legal right.
- 6.4 If, in executing the Agreement, telecommunications facilities, including the Internet, are used, the Customer shall be responsible for properly selecting these and making them available in a timely and sufficient manner, except for those facilities directly used and managed by the Supplier. The Supplier shall never be liable for damage or expenses due to transmission errors, malfunctions or the non-availability of these facilities, unless the Customer proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of the Supplier or its managers. If telecommunications facilities are used in executing the Agreement, the Supplier shall be entitled to assign access or identification codes to the Customer. The Supplier may change the assigned access or identification codes. The Customer shall treat the access codes as confidential and with due care and shall only disclose them to authorized employees. The Supplier shall never be liable for damage or expenses resulting from misuse of access or identification codes.
- 7 Termination of the Agreement**
- 7.1 A party shall only be entitled to terminate the Agreement (a) by written notice three months before an annual renewal date or (b) for a breach of contract if the other party imputably fails to perform material obligations under the Agreement in which case a written and substantiated notice of default needs to be sent stating a reasonable time period to remedy the alleged breach.
- 7.2 Each of the parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default if the other party is granted a suspension of payments, if a petition for liquidation is filed with regard to the other party or if the other party's business is wound up or terminated for other reasons besides a business reconstruction or merger. The Supplier shall never be obliged on account of this termination to refund funds already received for services / material delivered or to pay damages. In the event of the Customer's liquidation, the right to use software provided to the Customer shall be extinguished by law.
- 7.3 If, at the time of the termination referred to in Article 10.1, the Customer already received performance in connection with execution of the Agreement, this performance and the related payment obligation shall survive termination and remain fully payable.
- 8 Supplier's Liability; Maximum Indemnity**
- 8.1 The Supplier's total liability for failure to perform the Agreement shall be limited to compensating direct damage, up to at most the amount of the price (exclusive of VAT) stipulated for that Agreement. If the Agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year (if the Agreement existed for a lesser period the liability is pro rated accordingly). The total compensation for direct damage shall not, however, in any case exceed EUR 250,000. "Direct damage" shall solely mean:
- reasonable expenses which the Customer would have to incur to make the Supplier's performance conform to the Agreement; this alternative damage shall not be compensated, however, if the Agreement is rescinded by or at the suit of the Customer;
 - reasonable expenses which the Customer has incurred out of necessity to keep its systems and related facilities operating longer because of the late delivery;
 - reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions;
 - reasonable expenses incurred to prevent or mitigate damage, insofar as the Customer

- demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these General Terms and Conditions.
- 8.2 The Supplier's extra contractual liability for injury or damage through death or injury or because of material damage to objects shall never exceed EUR 1,250,000 (one million two hundred and fifty thousand euros).
- 8.3 The Supplier's liability for indirect and consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the Customer's customers, mutilation or loss of data, damage relating to the use of objects, materials or software of third parties prescribed by the Customer for the Supplier, damage relating to engagement of suppliers prescribed by the Customer for the Supplier and all other forms of damage or injury besides those mentioned in Article 8.1 and 8.2, on any account whatsoever, is explicitly excluded.
- 8.4 The limitations mentioned in the preceding paragraphs of this Article 8 shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by the Supplier or its managers.
- 8.5 The Supplier's liability shall only arise if the Customer immediately and properly provides a written notice of default to the Supplier, with a reasonable cure period. The notice of default must contain a detailed description of the breach, as complete and specific as possible, so as to enable the Supplier to respond to / remedy such breach adequately.
- 8.6 The Customer must always report the damage or injury to the Supplier in writing as soon as possible after it occurs. Any claim to damages against the Supplier shall be extinguished by the mere lapse of 15 days after the claim arises; unless it was impossible to provide the notice. All claims expire after the lapse of 1 year, unless applicable laws provide otherwise.
- 8.7 The Customer shall indemnify the Supplier against all third party claims because of product liability ensuing from a defect in a product or system which delivered by the Customer to a third party and which partly consisted of equipment, software or other materials delivered by the Supplier, except if and insofar as the Customer proves that the damage or injury was directly caused by that equipment, software or other materials.
- 8.8 The provisions in this Article shall also apply for the benefit of all legal and natural persons engaged by the Supplier for the execution of the Agreement.
- 9 Force Majeure**
- 9.1 A party shall not be obliged to perform any obligation if and as long as it is prevented from doing so by a situation of force majeure. "Force majeure" shall also include a situation of force majeure for the Supplier's suppliers, improper performance of obligations by suppliers prescribed by the Customer for the Supplier (e.g. interruption in companies or organization on whose services the Supplier relies to perform its own services such as telecom operators), as well as defects in objects, materials or software of third parties which the Customer has required the Supplier to use and of social disorder. The party who invokes a situation of force majeure needs to inform the other party immediately in writing.
- 9.2 If a situation of force majeure lasts for more than 90 days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything.
- 10 Applicable Law and Disputes**
- 10.1 The applicable law and competent courts are stipulated in the agreement with the Customer. By failure of a choice of law and forum the following provisions shall apply. Dutch law shall govern the Agreements between the Supplier and the Customer and the courts of Amsterdam shall be exclusively competent. The Vienna Sales Convention of 1980 is expressly excluded.

HOSTING SERVICES

- 11 Conditions of Use**
- 11.1 The Supplier aims at providing high quality hosting services for its wireless solutions with a

continuous availability 7/7 days and 24/24 hours (excluding pre-announced maintenance periods and periodical precautionary reboots) without interruptions or loss of quality. However due to the nature of the services and the number of intermediary parties involved, this result cannot be guaranteed (e.g. risk of loss of internet connections or the communications infrastructure managed by Research in Motion Ltd).

- 11.2 The Customer must follow reasonable instructions from the Supplier in order to obtain and maintain the best quality of hosting services and the Customer is responsible for using properly functioning infrastructure, software and continued connection to the hosted service.
- 11.3 The Customer must take appropriate measures (back ups) to avoid loss of data and breaches of security. The Supplier shall not be liable for damages due to loss of data, breaches of security, loss of time or damage to the Customer's hardware or software due to harmful software (e.g. viruses).
- 11.4 The Customer is not allowed to use the hosting services for illegitimate and / or inappropriate purposes (e.g. spamming) and shall hold the Supplier fully harmless in this respect.

12 Maintenance & Interruptions

- 12.1 The Supplier's infrastructure is continuously being improved. The Supplier may suspend (part of) the services and / or network for maintenance and / or upgrading purposes. The services shall not be suspended without an absolute necessity. Possible interruptions shall be announced duly beforehand, unless it involves short or limited interruptions of which a general announcement cannot be expected.
- 12.2 The Customer needs to provide the Supplier with the necessary information to maintain and / or reactivate its connections.
- 12.3 The Customer needs to report any problems or interruptions as soon as possible to the Supplier.

13 Environment Requirements, Installation

- 13.1 The Customer shall ensure an environment that meets the requirements specified by the Supplier for the equipment in any particular case (for example, concerning temperature, humidity, technical environment requirements, fire prevention and the like).
- 13.2 The Customer shall not be entitled to connect equipment and systems not delivered by the Supplier to the equipment sold to the Customer and to install software not delivered by the Supplier on it. The Customer shall be responsible for the costs of examining and remedying malfunctions which occur through connecting equipment not delivered by the Supplier or installing software not delivered by the Supplier.

14 Guarantee and Repair

- 14.1 The Supplier shall do its utmost to fix, to the best of its ability, any defective material and manufacturing defects in the equipment delivered by the Supplier in connection with the guarantee or maintenance within a reasonable time period. The Supplier does not warrant that the software shall operate without interruption, errors or other defects or that all errors and other defects shall be corrected.
- 14.2 The guarantee shall not include fixing mutilated or lost data. The guarantee obligation shall be extinguished if the Customer makes changes or has changes made to the software without the Supplier's written permission, which permission shall not be withheld on unreasonable grounds. The guarantee shall not include fixing mutilated or lost data. The guarantee obligation shall be extinguished if the Customer makes changes or has changes made to the software without the Supplier's written permission, which permission shall not be withheld on unreasonable grounds. The guarantee obligation shall be extinguished if the defective material or manufacturing defects result in whole or in part from incorrect, careless or incompetent use, from external causes such as fire or water damage, or if, without the Supplier's permission, the Customer makes changes or causes changes to be made to the equipment or to the parts delivered by the Supplier in connection with the guarantee or maintenance. The Supplier shall not withhold such permission on unreasonable grounds.
- 14.3 The Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

15 Third Party Software

- 15.1 If and insofar as the Supplier provides software from third parties to the Customer, those third parties' terms and conditions shall replace the provisions in these Terms and Conditions and shall apply with regard to that software, provided that the Supplier notifies the Customer in writing. The Customer shall accept the aforementioned third party terms and conditions.