SOFTWARE EVALUATION AGREEMENT

THIS SOFTWARE EVALUATION AGREEMENT (this "Agreement") is entered into as of the date the Participant accepts this Agreement (the "Effective Date") by and between BlackBerry Limited, an Ontario corporation having its principal place of business at 2200 University Avenue East, Waterloo, ON N2K 0A7 (hereinafter referred to as "BlackBerry") and the individual listed on the signature line below, being a student or faculty member of Queen’s University (the "University") Participant (the "Participant") Participant. BlackBerry and Participant are hereinafter referred to together as the "Parties" and individually as a "Party".

WHEREAS the University has organized a hackathon to challenge Participants to develop secure IoT solutions (the “Secure IoT Hackathon”); and

WHEREAS BlackBerry has developed certain software that Participant wishes to use as part of the Secure IoT Hackathon;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS
1.1 As used in this Agreement, unless otherwise defined:

(a) "Evaluation Software" means the software provided to Participant under this Agreement, and all printed or electronic documentation provided with such software;

2. WORKING RELATIONSHIP
2.1 BlackBerry shall provide Participant with the Evaluation Software following execution of this Agreement and subject to the terms and conditions of this Agreement. This Agreement does not represent or imply any commitment whatsoever by BlackBerry to purchase, acquire, license or use products or services of Participant.

3. FEES
3.1 BlackBerry shall provide Participant with the Evaluation Software hereunder at no charge to Participant.
3.2 Each Party shall bear its own costs and expenses incurred in the carrying out of its activities and responsibilities as identified herein.

4. LICENSE AND RESTRICTIONS AND OWNERSHIP
4.1 License. BlackBerry hereby grants to Participant a non-exclusive, royalty-free, non-transferable, non-sublicensable, restricted right, for the term of this Agreement, to use the Evaluation Software for the sole purpose of participating in the Secure IoT Hackathon ("Purpose"), and not for any commercial use.
4.2 Restrictions. Participant agrees not to: (i) alter, modify, adapt, create derivative works of, translate, deface, decompile, disassemble or reverse engineer any Evaluation Software, or attempt to do so; (ii) remove or destroy any copyright or restricted rights notices affixed to any media containing any Evaluation Software or incorporated within any Evaluation Software; or (iii) copy or reproduce any Evaluation Software.
4.3 Feedback. You shall provide BlackBerry with feedback on the Evaluation Software as we reasonably request. Without limiting the foregoing, you will provide BlackBerry with ongoing feedback, including without limitation feedback on bugs and faults experienced during the during the term of this Agreement. You hereby agree that BlackBerry shall own all feedback, ideas, concepts, or changes to the Evaluation Software developed or identified in the course of or as the result of the Purpose and all associated intellectual property rights (collectively the "Results"), and you hereby assign to BlackBerry all of your right, title and interest thereto. You agree to cooperate fully and to ensure that your employees cooperate fully with BlackBerry, both during and after the term with respect to signing further documents and doing such other acts as are reasonably requested by BlackBerry to confirm that BlackBerry owns the Results, and to enable BlackBerry to register or protect any associated intellectual property rights and/or confidential information.
4.4 Ownership. All right, title and interest, including without limitation all intellectual property rights, in and to the Evaluation Software shall at all times remain the property of BlackBerry and its suppliers. Participant acknowledges that there are no implied licenses or other implied rights granted by BlackBerry under this Agreement, and all rights, save for those license rights expressly granted to Participant hereunder, shall remain with BlackBerry.

5. CONFIDENTIAL INFORMATION
5.1 Confidentiality. This Agreement, the trade secrets and know-how and any other non-public information in and related to the Evaluation Software, documentation, the testing and the Results are all confidential information belonging to BlackBerry ("BlackBerry's Confidential Information"). Unless we otherwise agree in writing, you must not disclose any of BlackBerry's Confidential Information (or provide access to the Software or documentation) prior to, during, or after completion of the testing to any person other than to those of your employees that will be participating in the testing, and then only to the extent that they: (a) need to know the information to participate in the testing; (b) have been made aware of the confidential nature of the information; and (c) have agreed to abide by the terms and conditions
set out in this paragraph. You further agree not to use or reproduce any of BlackBerry's Confidential Information except for the purposes and to the extent necessary to conduct the testing. You will keep all of BlackBerry's Confidential Information in a secure location while it is in your possession or control, and will take reasonable care to protect it from theft or misuse, which reasonable care shall be no less than that you take to protect your own confidential information. Upon completion of the testing, except to the extent that BlackBerry Confidential Information is embedded in any Software that is subsequently licensed to you, you will return to BlackBerry all of BlackBerry's Confidential Information in your possession or control. You may not assign this Agreement or any rights granted under this Agreement to any other person.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

6.1 THE EVALUATION SOFTWARE IS PROVIDED "AS IS". BlackBerry DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THE EVALUATION SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

6.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, BUSINESS OR DATA, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY FOR DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED U.S. FIVE HUNDRED DOLLARS (U.S. $500).

6.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY 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 LIABILITY CONNECTED WITH THIS AGREEMENT.

6.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL NOT APPLY TO: (A) ANY BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT (SECTION 4.1); (B) ANY BREACH OF SECTION 4.2 OF THIS AGREEMENT (RESTRICTIONS); AND (C) A PARTY'S INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY.

6.5 THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS DESCRIBED IN THIS SECTION 6 AND THE ALLOCATION OF RISKS AND BENEFITS UNDER THIS AGREEMENT ARE A FUNDAMENTAL PART OF THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement is sixty (60) days commencing from the Effective Date, subject to early termination pursuant to Section 7.2. The Parties may extend the term of this Agreement at any time by mutual written agreement, with all provisions hereof to continue during such extended term.

7.2 Either Party may terminate this Agreement for any material breach of this Agreement which is not cured within ten (10) days following notice from the non-breaching Party to the breaching Party specifying the nature of such breach.

7.3 Upon expiry or termination of this Agreement, Participant shall (i) immediately cease its use of the Evaluation Software and BlackBerry’s Confidential Information, and (ii) destroy or return to BlackBerry all copies of the Evaluation Software and certify same to BlackBerry within thirty (30) days of the termination date.

7.4 This Section 7 (Term and Termination) and Sections 1 (Definitions), 4.3 (Feedback), 4.4 (Ownership), 5 (Confidential Information), 6 (Disclaimer of Warranties and Limitation of Liability) and 8 (General) shall survive expiry or termination of this Agreement.

8. GENERAL

8.1 No agency, partnership, joint venture or employment relationship is or shall be created by virtue of this Agreement.

8.2 Each Party agrees to comply with all applicable export control laws, rules, regulations and restrictions when exporting the Evaluation Software.

8.3 No Party shall use the name of the other Party in any advertising, marketing, promotion, public relations or media release or make any disclosures relating to the subject matter of this Agreement, without the prior written consent of the other Party.

8.4 Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, such consent shall not be required on a change of control, merger or reorganization of BlackBerry or a sale of substantially all of its assets.
8.5 To the extent any provision of this Agreement is held to be illegal, invalid or unenforceable by a competent authority, such determination will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, and the provision will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

8.6 This Agreement may only be modified by an instrument in writing that is mutually agreed upon and executed by each Party's duly authorized representatives and that expressly references this Agreement.

8.7 No Party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any right will be deemed to be a waiver with respect to any other instance involving the exercise of such right or a waiver of any other right.

8.8 This Agreement, constitutes the entire agreement between the Parties and supersedes all other understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the Parties, whether oral or written, concerning the subject matter hereof.

8.9 Any notice, demand or other communication ("Notice") to be provided by one Party to the other Party shall be in writing and shall be delivered by hand or sent by courier or registered letter, return receipt requested, to the address at the top of this Agreement and addressed, if to BlackBerry, Attention: Chief Technology Officer and if to Participant, Attention: the person who signs this Agreement below (and for BlackBerry, with a copy to the same address Attention: Legal Department, or to such other person or address as the Parties may from time-to-time designate in writing delivered pursuant to this notice provision. Such Notice shall be effective on the date of receipt if delivered by hand, registered mail or courier.

8.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without reference to conflict of laws principles. The Parties agree that the courts located in the City of Toronto in the Province of Ontario shall have exclusive jurisdiction to resolve any dispute or claim hereunder.

8.11 Signing of this Agreement and transmission of the signed Agreement by electronic document transfer will be acceptable and binding upon the Parties hereto as of the Effective Date.

By signing below, I acknowledge and agree with the terms and conditions of this Agreement as of the Effective Date.

By:

Name:

Title:

Date: