



## Hosted Exchange End User Agreement Logix Data Products Inc.

This Services Agreement is made as of [redacted] (the "Effective Date") between Logix Data Products Inc. ("LOGIX") and [redacted] ("Customer") and describes the terms and conditions under which LOGIX will provide services to the Customer. In addition to these Master Terms and Conditions, the following documents are incorporated by reference into this Agreement and are deemed to be part of and make up the entire Agreement: Schedule A: Sales Order Form and Schedule B: Terms of Service

In consideration of the mutual promises contained below, the parties agree as follows:

1. Services LOGIX agrees to provide and Customer agrees to provide payment for, the set-up and ongoing monthly Services as described in Schedule A, the Sales Order Form (collectively, the "Services").
2. Acceptance of the Terms of Service The Customer agrees, without limitation or qualification, that their users will comply with Schedule B, the Terms of Service. The customer expressly acknowledges, and represents and warrants that it shall be fully responsible and liable for any and all violations by their End Users of the Terms of Service, including but not limited to any unauthorized use or exploitation by End Users of the software provided by vendors. Failure to comply with the Terms of Service can lead to suspension, termination or revision to the services.
3. Payment. Due 1<sup>st</sup> day of each month.
4. Term, Termination The term of this Agreement shall be for the period set out on the Sales Order Form. LOGIX shall also have the right to suspend provision of Services hereunder if the Customer fails to pay any amount of money due under this Agreement for a period of 5 days after written notice of non-payment. On termination of this Agreement the Customer acknowledges its responsibility to immediately arrange for the transfer of all domain names to new name servers and LOGIX shall have no obligation to continue to provide such servers to the Customer following termination of this Agreement.
5. Contacting LOGIX Support  
By Telephone: 905-670-7055  
By Email: support@logix.ca
6. Key Contacts: The Customer shall maintain current contact information as provided below. Only the Primary and Additional Technical Support Contacts who have the authority to request second line support

Contact	Name	Title	Email Address	Phone Number
Primary Business				
Billing				
Primary Admin				
Additional Technical (1)				
Additional Technical (2)				

7. General (i) This Agreement, including any and all documents incorporated herein by reference, constitutes the entire Agreement between the Customer and LOGIX relating to provision of Services. (ii) Headings are used throughout this Agreement for convenience only and no provision, term or condition of this Agreement shall be construed by reference to any heading of this Agreement. (iii) LOGIX 's failure to insist on or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision, term, condition or right of LOGIX contained in this Agreement. (iv) If any of the terms, conditions or provisions of this Agreement is determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, the same shall be severable from the rest of this Agreement and such determination shall not affect the remaining provisions contained in this Agreement. (v) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of such province shall have exclusive jurisdiction to adjudicate any claim or dispute relating to this Agreement. (vi) Customer may not make any re-sale of any of the Services provided hereunder. (vii) LOGIX shall not be liable for any delay or failure in performance of Services due to war, riot, embargoes, strikes, casualties, accidents, fire, earthquake, flood, acts of God, supplier or vendor failure, or other occurrence beyond LOGIX's direct control.

Initial: [redacted]



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IN WITNESS WHEREOF the parties have executed this Agreement by and through their duly authorized representatives as of the Effective Date,

Customer:

Logix Data Products Inc.

Per:

Per:

Name:

Name:

Title:

Title:

Date:

Date:

Initial:



## Hosted Exchange End User Agreement Logix Data Products Inc.

### Schedule A: Sales Order Form

<b>Customer Information:</b> Name Address Address (2) Contact Name Contact information	<b>Proposal Date:</b> Proposal Date <b>Prepared By:</b> Sales Person  <b>Contract Term:</b> Month to Month
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Quantity	Product Description	Unit Cost	Extended
0	Hosted Exchange 500 (HX500)	\$23.99	\$0.00
0	Hosted Exchange	\$18.99	\$0.00
0	Hosted Exchange Lite	\$9.99	\$0.00
0	Hosted Exchange Ultra Lite	\$3.99	\$0.00
0	Additional 50 MB of Storage	\$4.00	\$0.00
0	Additional 100 MB of Storage	\$7.00	\$0.00
0	BlackBerry Integration	\$15.00	\$0.00
0	ActiveSync Integration	\$5.00	\$0.00
-	-	-	-
<b>Recurring Charges</b>			<b>\$0.00</b>
-	-	-	-

This sales order form is valid for 10 business days from the proposal date. Wireless devices, Internet and wireless connectivity charges are not included. This quotation does not include applicable taxes and shipping charges. This proposal is in Canadian dollars. The customer acknowledges that it has read, understands and agrees to this agreement and the attached Schedules.

Initial: <span style="background-color: yellow; display: inline-block; width: 80px; height: 15px;"></span>
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## Hosted Exchange End User Agreement Logix Data Products Inc.

### Schedule B: Terms of Service

The Hosted Exchange Services are provided in connection with Logix Data Products Inc. (the "Service Provider") and its licensors including, where applicable, Microsoft and Research in Motion. In order to receive the services, you must agree to the following terms and condition prior to activation of your account.

#### Terms of Service for Hosted Exchange Services

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ACCOUNT ACTIVATION PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF SERVICE PROVIDER'S HOSTED EXCHANGE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

#### A. General Terms and Conditions for Use of the Service

1. Service Provider maintains a policy of not monitoring the content of users' e-mail messages in any way, however, you acknowledge that in the course of providing the Services Service Provider employees may access email content. In this case, Service Provider employees are prohibited from disclosing or divulging the contents of any e-mail message unless required to do so by law. You further agree that Service Provider has the right, but not the obligation, to monitor or disclose the contents of private communications if Service Provider, in its reasonable discretion, believes that such action is necessary to (i) comply with applicable laws or a valid legal process; or (ii) protect Service Provider's rights or property, or (iii) maintain the personal safety of an individual.

2. You acknowledge that the internet is an inherently insecure environment and that Service Provider has no control over the privacy of any e-mail message when the same is outside of Service Provider's own internal system. Service Provider recommends that the Service Provider system not be used for the transmission or receipt of confidential information of any type; any such use shall be at your sole risk; Service Provider and its employees, associates and related corporations shall be relieved from all liability in connection with such use including all liability for any disclosure of confidential information.

3. You agree that you shall access or use the Service solely for your internal business or personal purposes and not for re-sale, lease, rent, transfer or distribution of any kind to a third party. Your use of the Service will be subject to the following limits or capacities, which may be revised at Service Provider's discretion: (i) each mailbox accessed by you in connection with the Service will be subject to a maximum capacity determined by your service program; and (ii) you may only create or access one public folder in the Microsoft Software in connection with your use of the Service and such folder shall have a maximum capacity of 50 MBs. In the event you exceed the preceding limits or capacities, Service Provider reserves the right to suspend, alter or terminate your access to or use of the Service, until such time as remedial action has been completed to Service Provider's reasonable satisfaction.

4. You shall not: (i) post, transmit, send, receive or distribute any information constituting, or encouraging conduct which would constitute, a criminal offence or which would give rise to civil liability, or otherwise use the Service in a manner which is contrary to law; (ii) post or transmit any message, information, or software which contains a virus, cancelbot, trojan horse, worm or other component which is harmful or disruptive to computer systems; (iii) upload, post, publish, transmit, reproduce or distribute, in any way, information, software, literary work or other material which is protected by copyright, or other intellectual property right, or any derivative works with respect thereto, without obtaining the prior written permission of the copyright owner or right holder; (iv) carry out any unsolicited mass e-mail, spam or usenet advertising campaigns, or harvest e-mail addresses for any purpose including re-sale, or misrepresent or impersonate other internet users; (v) make use of the Service in connection with any mass email campaigns (whether unsolicited or otherwise); and (vi) engage in any activity which could cause loss or degradation of service to other Service Provider customers or internet users or which could compromise the security or integrity of other parties' computer systems or software. **If Service Provider is advised of or detects any violation of the above prohibitions you authorize Service Provider, without notice or compensation to you, to take such steps as Service Provider deems reasonably necessary to protect the integrity of Service Provider's business and systems, including, without limitation, placing filters on routers which serve you, ceasing to deliver some or all of your e-mail messages, and/or restricting your access to the Service on a temporary or permanent basis.**

5. Service Provider (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service and any ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or the intellectual property rights owned by Service Provider.

6. You shall indemnify and hold Service Provider, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses,



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liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim arising from the breach by you or your users of this Agreement, provided in any such case that Service Provider (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Service Provider of all liability and such settlement does not affect Service Provider's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

7. SERVICE PROVIDER AND ITS RESELLER AND LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE. SERVICE PROVIDER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SERVICE PROVIDER AND ITS LICENSORS.

8. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR USE OF THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Service Provider reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, by providing notice by means of an email message to your administrator e-mail address on record in Service Provider's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Service Provider's account information. Continued use of the Service after any such changes shall constitute your consent to such changes.

10. This Agreement shall be governed by Ontario law and applicable Canadian federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the provincial courts located in Toronto, Ontario. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Service Provider as a result of this agreement or use of the Service. The failure of Service Provider to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Service Provider in writing. This Agreement comprises the entire agreement between you and Service Provider and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.



## Hosted Exchange End User Agreement Logix Data Products Inc.

### B. Terms and Conditions Relating to Your Use of Microsoft Software

The provisions of this section B concern your use of Microsoft Software, which includes computer software provided to you by Service Provider in connection with the Service, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS" for this section B). Service Provider does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with Service Provider, and to your understanding of, compliance with and consent to the following terms and conditions, which Service Provider has no authority to vary, alter or amend.

#### 1. DEFINITIONS.

**"Client Software"** means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

**"Device"** means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

**"Server Software"** means software that provides services or functionality on a computer acting as a server.

**"Redistribution Software"** means the software described in Paragraph 4 ("Use of Redistribution Software") below.

**2. OWNERSHIP OF SOFTWARE PRODUCTS.** The SOFTWARE PRODUCTS are licensed to Service Provider from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

**3. USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with the instructions, and only in connection with the Services, provided to you by Service Provider. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement which may be presented in electronic form during your use of the Client Software.

**4. USE OF REDISTRIBUTION SOFTWARE.** In connection with the Services provided to you by Service Provider, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE MESSAGING SERVICES USE RIGHTS APPLICABLE TO SERVICE PROVIDER, WHICH TERMS MUST BE PROVIDED TO YOU BY SERVICE PROVIDER.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Service Provider.

**5. COPIES.** You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by Service Provider; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Service Provider, upon notice from Service Provider or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

**6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

**7. NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

**8. TERMINATION.** Without prejudice to any other rights, Service Provider may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

**9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY THIRD PARTIES AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

**10. PRODUCT SUPPORT.** Any product support for the SOFTWARE PRODUCTS is provided to you by third parties and is



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not provided by Microsoft or its affiliates or subsidiaries.

**11. NOT FAULT TOLERANT.** THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

**12. EXPORT RESTRICTIONS.** The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

**13. LIABILITY FOR BREACH.** In addition to any liability you may have to Service Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.



## Hosted Exchange End User Agreement Logix Data Products Inc.

### C. Terms and Conditions Relating to Your Use of RIM Software

The provisions of this section C concern your use of software owned by Research In Motion Inc. ("RIM"), which includes computer software provided to you by Service Provider in connection with the Service, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "BES Software" for this section C). Service Provider does not own the BES Software and the use thereof is subject to certain rights and limitations. Your right to use the BES Software is subject to your agreement with Service Provider, and to your understanding of, compliance with and consent to the following terms and conditions, which Service Provider has no authority to vary, alter or amend.

1. All goods and services provided in connection with the BES Software hereunder, including the Service, are provided on an "as is" basis without any warranty, representation, or condition whatsoever. EXCEPT AS EXPRESSLY PROVIDED HEREIN, RIM HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, NON-INFRINGEMENT AND PERFORMANCE.
2. **EXCLUSION OF LIABILITY.** IN NO EVENT SHALL RIM, OR ITS' AGENTS BE LIABLE TO YOU FOR, ANY INDIRECT, ECONOMIC, SPECIAL, PUNITIVE, COMMERCIAL, INCIDENTAL, EXEMPLARY, 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 IN CONNECTION WITH THE SERVICE, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD WAS DISCLOSED TO THE PARTIES.
3. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL RIM BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DAMAGES OF ANY KIND IN EXCESS OF THE GREATER OF: (A) US FIVE MILLION DOLLARS (US \$5,000,000); OR (B) THE AMOUNTS PAID BY YOU FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.
4. Application of Limitations, Exclusions and Disclaimers. The limitations, exclusions and disclaimers set out herein 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; and (b) to each party and to each party's affiliated companies as well as to each party to each party's affiliated companies' director, officers, employees, and independent contractors.
5. Copies. You may not make any copies of the BES Software. You must erase or destroy all BES Software upon termination or cancellation of your access to the Service for any reason, or upon transfer by you of any device operating the BES Software to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the BES Software.
6. Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the BES Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
7. No rental. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the BES Software to any third party, and you may not permit any third party to have access to and/or use the functionality of the BES Software.
8. Without prejudice to any other rights, RIM and/or Service Provider may terminate your rights to use the BES Software if you fail to comply with these terms and conditions. In the event of breach by you of these terms and conditions, you agree to be legally responsible to RIM, in addition to Service Provider, for any and all damages caused as a result of such breach, without exception or limitation.
9. The BES Software is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the BES Software, including the U.S. export administration regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
10. **NO TROJAN HORSES.** You represent and warrant that you shall not distribute in any way, howsoever in connection with the use of the Service any viruses, contaminating or destructive features, "back doors", "time bombs", "trojan horses", "sniffer" routines, "worms", bots, "drop dead devices", harmful software code, file, program or programming routine or other contaminating or destructive features or other computer software routines or hardware components designed to (i) permit unauthorized access to, or use of any computer systems or software or (iii) perform any other similar actions that would preclude full use of the BES Software by RIM, its channel partners, its authorized sub-licensees, or their users.



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11. Representations re: End User Conduct. You represent and warrant that you will not do any of the following acts in connection or association with the Service, to the extent that the Service is either used in connection with RIM software products or services or is likely to be associated with RIM:
- a. incorporate any data, content, files or materials in any medium distributed in conjunction with the Service, that:
    - i. includes content, material, graphics, sounds, video, screens, code or information that is unlawful or fraudulent, or violates or infringes any patent, copyright, trademark, trade secret or any other intellectual property of others;
    - ii. includes any inappropriate language or material that is unlawful, libelous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity or personality, or that RIM may reasonably deem harmful, vulgar, obscene, derogatory, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, sexual orientation, age group, national origin or gender, injurious to the reputation or business goodwill of RIM or the BlackBerry brand or otherwise unfit for publication; or
    - iii. suggests or encourages any illegal activity; or
    - iv. knowingly publish, transmit, distribute or upload any unauthorized or unsolicited bulk e-mail solicitations, chain letters, advertisements, marketing or promotional materials, "junk mail", "spam", pyramid schemes or any other solicitations or communications, or use the RIM products or services to perform any data collection, extraction or mining or gain or attempt to gain unauthorized access to the wireless device memory and software programs or applications.
12. You shall cooperate with Service Provider and its licensors, and provide information and copies of records requested by any of Service Provider or its licensors to assist Service Provider in investigating or determining whether there has been a breach of the preceding terms and conditions.