

## BLACKBERRY SOLUTION LICENSE AGREEMENT

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OR EXCLUDE RIM'S LIABILITY TO YOU AND THAT OTHERWISE IMPACT YOUR LEGAL RIGHTS. DEPENDING ON YOUR JURISDICTION, THIS AGREEMENT MAY ALSO REQUIRE YOU TO USE ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS. THIS AGREEMENT DOES NOT AFFECT YOUR MANDATORY STATUTORY RIGHTS APPLICABLE IN YOUR JURISDICTION, TO THE EXTENT THAT YOU MAY BE ENTITLED TO SUCH MANDATORY STATUTORY RIGHTS.**

This BlackBerry Solution License Agreement (the "Agreement") is a legal agreement between you: individually if you are agreeing to it in your own capacity; or if you are authorised to acquire the Software (as defined below) on behalf of your company or another entity, between the entity for whose benefit you act (in either case, "You"), and Research In Motion UK Limited, Company No. 4022422 ("RIM") whose registered office is at 200 Bath Road, Slough, Berkshire, United Kingdom SL1 3XE (together the "Parties" and individually a "Party"). In the context of the distribution of Offerings (as defined below), RIM means Research In Motion E-Commerce S.a.r.l or such other RIM affiliate identified as the distributor of offerings in Your jurisdiction at <http://www.blackberry.com/legal/rime> ("RIME"). If you are using Software in conjunction with a Handheld Product both in your personal capacity and on behalf of your company or another entity then "You" will mean you in your personal capacity for some items of Software and RIM Services, and will mean the entity on whose behalf you are acting for other Software and RIM Services (e.g. if the company for whom you work has authorized you to enter into this Agreement with respect to your use of a BlackBerry Enterprise Server ("BES") email account and BlackBerry personal information management applications ("PIM Applications"), but is not authorizing and taking responsibility for your use of other software or services, such as the Windows Live Messenger client Software or a RIME Store, then "You" means your company for the BES email account and PIM Applications, and "You" means you personally in relation to your use of the Windows Live Messenger client Software and the RIME Store). With respect to the license and distribution of the Software, RIM is either a direct or indirect licensee of: (a) Research In Motion Limited ("RIM Canada") or any one or more of its subsidiaries and affiliates (which subsidiaries and affiliates together with RIM Canada are referred to in this Agreement as the "RIM Group of Companies"); or (b) a third party licensor to any of the RIM Group of Companies including RIM.

BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING, ACTIVATING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT [LEGALINFO@RIM.COM](mailto:LEGALINFO@RIM.COM).

THIS AGREEMENT REPLACES AND SUPERSEDES ANY PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS AND ANY BLACKBERRY SOFTWARE LICENSE AGREEMENT OR BLACKBERRY SOLUTION LICENSE AGREEMENTS, TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE, AS OF THE DATE OF YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF YOUR BLACKBERRY SOLUTION (FOR FURTHER INFORMATION, SEE BELOW THE SECTION TITLED "AMALGAMATION OF AGREEMENTS" (SECTION 30)).

[Return.](#)

IF, PRIOR TO THE FIRST INSTANCE IN WHICH YOU INSTALL, ACTIVATE OR USE THE FIRST ITEM OF SOFTWARE LICENSED UNDER THIS AGREEMENT, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE ANY SOFTWARE AND YOU SHOULD: (A) PROMPTLY RETURN THE SOFTWARE TO RIM, DELETE IT, OR DISABLE IT; (B) IF YOU HAVE PURCHASED A RIM PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF RIM, PROMPTLY RETURN THE RIM PRODUCT AND THE ACCOMPANYING SOFTWARE AND ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO RIM OR THE RIM AUTHORISED DISTRIBUTOR FROM WHOM YOU OBTAINED THE RIM PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS; OR (C) IF YOU HAVE PURCHASED A THIRD PARTY HANDHELD PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF RIM, PROMPTLY ARRANGE FOR THE DISABLEMENT OF THE SOFTWARE WITH RIM OR THE RIM AUTHORISED DISTRIBUTOR FROM WHOM YOU OBTAINED THE THIRD PARTY HANDHELD PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS. If, in the circumstances set out above, You have paid for the Software, and/or for the RIM Product that You acquired with such Software and are unable to use the RIM Product without that Software, and You provide RIM or the authorised distributor from whom You acquired the Software for the RIM Products with Your proof of purchase within thirty (30) days from the date You acquired the Software, RIM or the authorised distributor will refund the fees (if any) to You which You have paid for these items. To get a refund for Software on Third Party Handheld Products (note however that the Software is provided at no charge on some Third Party Handheld Product(s) and hence there may be nothing to refund) please contact Your authorised distributor of the Software for that Third Party Handheld Product. If, in the circumstances set out above, You are unable to obtain a refund for the Software from an authorised distributor please contact RIM at [legalinfo@rim.com](mailto:legalinfo@rim.com).

1. **Definitions.** Unless the context requires otherwise, the following terms have the meanings set out below (and where the context so admits, the singular shall include the plural, and vice versa).

"Airtime Service" means wide-area wireless network services, other network services (including wireless local area network, satellite and Internet services) and any other services provided by your Airtime Service Provider(s) for use in conjunction with Your BlackBerry Solution.

"Airtime Service Provider" means an entity that provides Airtime Services.

"Authorised Users" means any of the following to whom You give permission to use the Software as part of Your BlackBerry Solution: (a) any of Your employees, consultants or independent contractors; (b) any friend or family member, or any person that resides in Your premises; and (c) any other person who RIM authorises in writing. Notwithstanding the foregoing, this Agreement does not convey the automatic right to have Your BlackBerry Server Software hosted by a third party. If You wish to do so, please contact RIM at: [legalinfo@rim.com](mailto:legalinfo@rim.com).

"BlackBerry Handheld Product", also known as "BlackBerry Device", means a device manufactured by or on behalf of RIM, including any such smartphone, smart card reader, tablet or BlackBerry Presenter and any other device expressly identified by RIM at [http://www.blackberry.com/legal/blackberrydevices\\_for\\_bbsla](http://www.blackberry.com/legal/blackberrydevices_for_bbsla) as a BlackBerry Handheld Product.

"BlackBerry Handheld Software" means RIM proprietary software (comprised of RIM proprietary: software, firmware, interfaces and Content, whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use on a Handheld Product that is: (a) loaded on Handheld Products as originally shipped by RIM; or (b) transmitted, distributed or otherwise made

available to You by or on behalf of RIM from time-to-time for use on Your Handheld Product either directly or through a RIME Store. Examples of BlackBerry Handheld Software include the RIM proprietary operating system software and RIM proprietary applications pre-installed on a BlackBerry Handheld Product or made available through a RIME Store, and any RIM proprietary software product transmitted, distributed or otherwise made available by or on behalf of RIM from time to time specifically for use on Third Party Handheld Products.

"BlackBerry Payment Service" is the RIM proprietary payment infrastructure which enables the purchase of In-App Products and other digital products and services through a RIME Store.

"BlackBerry PC Software" means RIM proprietary software (comprised of RIM proprietary software, interfaces and Content, whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use as part of a BlackBerry Solution and for only a single end user to use and access on a personal computer at any one time. An example of BlackBerry PC Software is "BlackBerry Desktop Software", which can be used to provision and maintain synchronization between Your Handheld Product and Your personal computer and provides other desktop management functionality.

"BlackBerry Prosumer Services" are RIM Services designed and offered by RIM to provide RIM customers with certain functionality provided by BlackBerry Server Software without RIM customers having to acquire such server software. An example of BlackBerry Prosumer Services is RIM's "BlackBerry Internet Service", which enables subscribers to: (a) integrate certain ISP or other third party email accounts for push based delivery to Your Handheld Product; (b) create a device based email address for Your Handheld Product; and (c) access to certain Internet content and services. All or some of BlackBerry Prosumer Services may not be supported by Your Airtime Service Provider. Please check with Your Airtime Service Provider for availability.

"BlackBerry Server Software" means RIM proprietary server software (comprised of RIM proprietary: software, interfaces and Content, that may or may not technically be considered software code, including the server routing protocol identifier (SRP ID), SRP authentication key and any other identifier that RIM provides for use with a specific copy of server software; and Third Party Components), or a portion thereof, a single copy of which is designed to be installed on a computer and accessed by multiple Handheld Products or personal computers, as applicable, at any one time. Examples of BlackBerry Server Software include the "BlackBerry Enterprise Server" product, which is designed to integrate with and provide a link between certain corporate application servers (such as email servers) and the Handheld Products provisioned to operate with "BlackBerry Enterprise Server" software, and the "BlackBerry Mobile Voice System" software, which is designed to make office phone features available to Handheld Products.

"BlackBerry Solution" means the Software, and at least one of the following additional items for use in conjunction with the Software: RIM Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and/or RIM Service(s); along with the applicable Documentation.

"Content" means any data, text, music, sound, ringtone, photograph, graphic, video, message, tag, or other digital material or other digital information.

"Documentation" means the applicable installation guide and other standard end user documentation, including, any codes of conduct, guidelines, or usage rules prepared and supplied by RIM for the specific type and version of Software, RIM Product or RIM Service, including any safety instructions. End user and administrator Documentation is also available via <http://docs.blackberry.com> or by contacting RIM at [legalinfo@rim.com](mailto:legalinfo@rim.com). For certainty, Documentation does not include any installation guide or end-user

documentation that is prepared by any person other than by RIM or any modifications made to documentation made by any person other than RIM.

"Handheld Product" means: (a) a BlackBerry Handheld Product; or (b) a Third Party Handheld Product.

"In-App Products" means digital products or services that are sold to You using the BlackBerry Payment Service through copies of Software or Third Party Software that You acquire through a RIME Store.

"Kiosk" means a department in a RIME Store.

"Merchant of Record" or "MoR" means the entity that is responsible for processing purchases as identified at the time of purchase, which may differ by payment type, jurisdiction and Kiosk.

"My World" means a repository that enables You to uninstall and reinstall on Your Handheld Product certain Software and Third Party Items You acquire through a RIME Store.

"Offerings" means In-App Products, and any item or service made available through a RIME Store including, any RIM Product, Software, RIM Service, Third Party Item or Third Party Service made so available.

"Offering Vendors" means the individuals and entities that submit Offerings for distribution through a RIME Store.

"Paid RIM Services" means RIM Services for which You or Your Authorized Users must register and pay a fee to RIM in order to receive.

"RIM Peripherals" means RIM-branded accessories or other items, including microSD cards or other expandable memory and headsets designed to work in conjunction with a RIM Product.

"RIM Product" means any of the BlackBerry Handheld Products and any RIM Peripherals exclusive of any Software.

"RIM Service(s)" means any service expressly identified as a service made available to You by or on behalf of RIM or a RIM affiliate, including such services identified by RIM at <http://www.blackberry.com/legal/rimservices> as a RIM Service; but the fact that RIM co-brands a Third Party Service does not in and of itself make it a RIM Service.

"RIME Store" means a RIME or RIME affiliate proprietary digital storefront, other than the "BlackBerry Enterprise Store", through which Offering Vendors submit Offerings for distribution to end users; but for clarity "RIME Store" does not include the digital storefront at [www.shopblackberry.com](http://www.shopblackberry.com) operated by Global Solutions, Inc.

"RIME Store Offering" means an Offering made available through a RIME Store.

"Service Providers" has the meaning set out in Section 9(e).

"Software" means any of the BlackBerry Handheld Software, BlackBerry PC Software or BlackBerry Server Software provided to You under this Agreement, in whatever form, medium or manner provided or subsequently installed or used. The term "Software" shall not include any Third Party Software or Third Party Items, whether or not the Third Party Software or Third Party Item is distributed by RIM or on behalf

of RIM, or through a RIME Store or any other channel using the BlackBerry Payment Service, or the Third Party Software or Third Party Item accompanies, is provided with, or operates in conjunction with, the Software and/or any other portion of Your BlackBerry Solution or Third Party Handheld Product.

"Third Party Components" means software and interfaces, licensed by RIM from a third party for incorporation into a RIM software product, or for incorporation into firmware in the case of RIM hardware products, and distributed as an integral part of that RIM product under a RIM brand, but shall not include Third Party Software.

"Third Party Content" means Content proprietary to a third party.

"Third Party Handheld Product" means any device including a portable device such as a smartphone or tablet, other than a BlackBerry Device, on which BlackBerry Handheld Software or any portion thereof, has been designed and authorized by RIM to operate (including, where the BlackBerry Handheld Software is intended to access the RIM infrastructure, RIM entering into an agreement with Your Airtime Service Provider authorizing that third party device to access the RIM infrastructure).

"Third Party Items" means Third Party Content and Third Party Products.

"Third Party Hardware" means Handheld Products, computer, equipment, peripherals and any other hardware product that is not a RIM Product.

"Third Party Products" means Third Party Hardware and Third Party Software and any other commercial products that are not RIM Products.

"Third Party Services" means services provided by a third party, including Airtime Services, services provided by a third party MoR or payment processor, and any website that is not operated by RIM.

"Third Party Software" means standalone software applications proprietary to a third party that are provided or otherwise made available with, on or through RIM Products, Software or RIM Services, such as a RIME Store.

"Your BlackBerry Solution" means the Software, and at least one of the following additional items which You obtain, install, provision, or otherwise authorize and accept responsibility for the use of, in conjunction with the Software, as applicable in Your circumstances: RIM Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and/or RIM Service(s); along with the applicable Documentation. Third Party Items and Third Party Services are not part of your BlackBerry Solution.

"Your Content" means any Content You or Your Authorized Users submit or otherwise make available to a RIM Service or Third Party Service.

2. Software and Documentation License. The Software is licensed and not sold under this Agreement. Your license to use the Software is conditional upon payment of the applicable license fees, if any. Subject to the terms and conditions herein, this Agreement grants You a personal, revocable, non-exclusive, non-transferable license that permits You and Your Authorized Users, collectively:

- (a) if the Software is BlackBerry Server Software:
  - (i) to install and use up to the number of copies (including virtual copies) of the Software for which license fees have been paid to RIM or RIM's authorized distributor (and if no fees for the Software are payable to RIM or RIM's authorized distributor, then to install and

- use up to the number of copies otherwise authorised in writing by RIM or its authorised distributor); and
  - (ii) to enable up to the number of Handheld Products or personal computers, as applicable, for which fees have been paid to RIM or RIM's authorised distributor (e.g. number of client access licenses ("CALs") purchased for BlackBerry Enterprise Software) to access the Software (and if no fees are payable to RIM or RIM's authorised distributor to enable Handheld Products to access the Software, then to enable up to the number of Handheld Products or personal computers otherwise authorised in writing by RIM or its authorised distributor); and
- (b) if the Software is BlackBerry Handheld Software or BlackBerry PC Software and:
  - (i) is pre-installed on hardware, then, to use the single copy of that Software installed on the hardware; or
  - (ii) is not pre-installed on hardware, then, to install and use the Software on the number of units of the applicable hardware corresponding to the license fees for the Software paid to RIM or RIM's authorised distributor (and if no fees are payable to RIM or RIM's authorised distributor for the Software, then to install and use up to the number of copies otherwise authorised in writing by RIM or its authorised distributor).

If You are acquiring the Software (and any associated CALs) on a subscription basis or as part of a free trial, then the license rights set out above apply only for the time period for which you have paid the requisite subscription fees or for the time period authorised by RIM or its authorised distributor, as the case may be.

In all cases, the license(s) granted under this Agreement, permit You and Your Authorised Users to use or allow the use of the Software or to access the RIM Services only for Your own internal or personal purposes and only as part of Your BlackBerry Solution. If an Authorised User also wishes to use the BlackBerry Handheld Software as part of another BlackBerry Solution (i.e. a BlackBerry Solution comprised in part of RIM proprietary products, software or services which You, or someone acting on Your behalf, have not obtained, installed or provisioned, and You are prepared to permit, but not accept responsibility for, such use; "Other BlackBerry Solution"), then that use is not covered by this license agreement and You must require the Authorised User to enter into a separate license agreement with RIM entitling him or her to use the Software as part of the Other BlackBerry Solution. For example, if You are a corporation and Your employee wishes to use the BlackBerry Handheld Software in conjunction with his or her personal BlackBerry Prosumer Services or the Windows Live Messenger client Software, and You are prepared to permit, but not take responsibility for such use, then that use is not covered by this Agreement with "You" as a corporation and You are not responsible for it, provided that You have confirmed with the Authorised User that he or she has entered into this Agreement in their personal capacity in relation to their use of that Software as part of the Other BlackBerry Solution. Similarly if You have a Hosted BES Access Agreement in place, Your customers must enter into a BBSLA in order to use the BlackBerry Enterprise Server Software as part of their BlackBerry Solution).

Updates and Upgrades. This Agreement and the licenses granted herein, do not imply any rights or entitlement to: (A) future upgrades or updates of the Software or Third Party Software; (B) in the case of BlackBerry Handheld Software on a Handheld Product, the ability to access applications, other than those included in the Software; or (C) acquire any new or modified RIM Services. Notwithstanding the foregoing, the Software may include functionality to automatically check for updates or upgrades to the Software, and You may be required to update Software or Third Party Software in order to continue to access or use certain RIM Services, other new Software or Third Party Items or Third Party Services or portions thereof. Unless You, or a third party with whom You have an agreement to provide Your BlackBerry Solution or portions thereof to You, configures Your BlackBerry Solution to preclude the transmission or use of upgrades or updates to the Software, Third Party Software or RIM Services, You hereby agree that RIM may (but is not obligated to) make such updates or upgrades available to You from time-to-time.

Any updates or upgrades provided to You by RIM under this Agreement shall be considered BlackBerry Handheld Software, BlackBerry PC Software, BlackBerry Server Software, RIM Services or Third Party Software, as the case may be.

Beta Products. If the Software, or any Service accessed through the Software, is identified as pre-commercial, evaluation, "alpha" or "beta" software ("Beta Software" and "Beta Service" respectively), the license rights set out above with respect to Your use of such Beta Software or access to the Beta Services apply only for the time period authorised by RIM ("Test Period") and solely to the extent necessary to enable You, and Your Authorised Users (there are no Authorised Users for Beta Software or Beta Services if You are an individual) to test and provide Feedback to RIM regarding the Beta Software and Beta Services, and any RIM Product provided by RIM for use with the Beta Software ("Beta Hardware", and together with Beta Software and Beta Services, "Beta Products"); and if Beta Software or other Beta Products are provided as part of a RIM developer program, to develop software applications for use solely with the applicable Software, or commercial versions of the Beta Software or other Beta Products, if and when they are commercially released by RIM. Such license will automatically terminate upon the expiration of the Test Period, which period may be extended or terminated by RIM at any time, in its sole discretion, but, unless You are in breach of this Agreement, RIM will, if feasible, use commercially reasonable efforts to provide You with prior notice of any change to the duration of the Test Period. Notwithstanding the Test Period, You acknowledge and agree that RIM may include technical measures in the Beta Products that render them inoperable after a specified period of time and You agree that You will not circumvent such technical measures, nor attempt to do so. In consideration of the grant of license to the Beta Products, You agree that You will provide RIM with Feedback on Beta Products as RIM reasonably requests, including ongoing feedback regarding bugs and faults experienced during the Test Period, without any compensation or reimbursement of any kind from RIM, and that the Section below entitled "Feedback" will apply to such Feedback. RIM may specifically request that You complete a survey related to a specific Beta Product and You agree to complete any such surveys.

Reproduction Rights. You may not distribute or modify the Software, or any Content made available to You as part of a RIM Service, in whole or in part. Except to the extent that RIM is expressly precluded by law from prohibiting these activities, You may not copy, reproduce or in any other manner duplicate the Software, or any Content made available to You as part of a RIM Service, in whole or in part, except as expressly authorised in this Agreement, in the Documentation for the applicable RIM Service, or in a separate written agreement between You and RIM or a RIM affiliate. For the purposes of this provision, "copy" or "reproduce" shall not include copying of statements and instructions of the Software that naturally occurs during normal program execution when used in accordance with and for the purposes described in the Documentation or in the course of making unmodified regular back-ups of the Software or of the computer or system on which the Software is installed, in accordance with industry standard business practices. You may not copy any Documentation or portion thereof other than for Your own personal or internal use and for use in conjunction with Your use of Your BlackBerry Solution.

3. Rules of Use for BlackBerry Solution. You are responsible for all activities with respect to Your BlackBerry Solution undertaken by You and Your Authorised Users and You will ensure that:

- (a) You and Your Authorised Users only use Your BlackBerry Solution and any portion thereof, in accordance with this Agreement, all applicable laws and regulations, and the applicable Documentation for Your BlackBerry Solution or portion thereof;
- (b) You have the right and authority to enter into this Agreement, either on Your own behalf or on behalf of a company or other entity, or minor, and You are over the age of majority;
- (c) Any information that is provided to RIM pursuant to this Agreement, including when registering to use any RIM Service, placing an order through a RIME Store, or completing a transaction through the BlackBerry Payment Service, is true, accurate, current and complete, and so long as

You or Your Authorised Users continue to use a RIM Service or maintain an account, You will update such information to keep it true, accurate and complete;

- (d) You and Your Authorised Users do not knowingly, after making such inquiries as a reasonable person in Your or Your Authorised User's position would undertake, use or permit others to use Your BlackBerry Solution or portion thereof in isolation or with any Third Party Item or Third Party Services in a manner that in RIM's judgment, acting reasonably, interferes with, degrades or adversely affects any software, hardware, system, network, Content, or service, including any part of Your or any other end user's BlackBerry Solution, used by any person, including RIM or an Airtime Service Provider, or otherwise has a detrimental effect upon RIM, the RIM Group of Companies, an Airtime Service Provider or any of their respective customers or infrastructure or products or services, and You will immediately cease any such activity upon RIM delivering notice of same to You;
- (e) You and Your Authorised Users do not use Your BlackBerry Solution or any part thereof to transmit, publish, post, upload, distribute or disseminate any inappropriate, profane, harassing, abusive, defamatory, libellous, obscene, illegal or deceptive Content.
- (f) You and Your Authorised Users do not use Your BlackBerry Solution, or any part thereof, to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including uploading, collecting, storing, posting, transmitting, communicating or otherwise making available any information or material that You do not have a right to collect, store or make available, including under any law or under contract or in violation of any duty, in breach of privacy rights or laws, illegal gambling, or any act that would infringe, violate or misappropriate any intellectual property rights and/or other proprietary rights of any third party (including copying and sharing software or Content for which You and Your Authorised Users do not have the rights to copy and share, or unlawfully circumventing any digital rights management protections);
- (g) You and Your Authorised Users do not use the BlackBerry Solution, or any part thereof, to upload, post, email, transmit, or otherwise make available any software or Content that contains any (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software or Content likely or intended to (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data ("Malware") (and, if You become aware of the existence of any Malware in or relating to the BlackBerry Solution, You will promptly notify RIM);
- (h) You and Your Authorised Users do not sell, rent, lease, or transfer, or attempt to sell, rent, lease, or transfer, the Software or any Content, or any part thereof, made available to You as part of a RIM Service or Your entitlement to use a RIM Services or any part thereof, (including operating a service bureau or equivalent service using the Software) to any other person, or in the case of pre-installed Software, for use on any other device, without the prior express written permission of RIM;
- (i) You and Your Authorised Users do not attempt to gain unauthorised access to any RIM Services, other accounts, computer systems or networks connected to a RIM Service, through hacking, password mining or any other means, or obtain or attempt to obtain any materials or information made available through a RIM Service through any means not intentionally made available to You by such RIM Service;



- (j) You and Your Authorised Users do not use Your BlackBerry Solution, or any part thereof, to impersonate any person or entity, or falsely state or otherwise misrepresent Your or Your Authorised User's affiliation with a person or entity, or create a false identity to mislead others, including phishing and spoofing;
- (k) You and Your Authorised Users cooperate with RIM and provide information requested by RIM to assist RIM in investigating or determining whether there has been a breach of this Agreement and provide RIM or a RIM appointed independent auditor with access to the premises and computers where the RIM Products, RIM Services or Software are or have been used and any associated records. You hereby authorise RIM to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations; (ii) third parties in investigating acts in violation of this Agreement; and (iii) system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. Such cooperation may include RIM disclosing Your or Your Authorised Users' username, IP address, or other personal information.

4. Required Third Party Items and Third Party Services. You are responsible for ensuring that the Third Party Items and Third Party Services (including the computer systems, Internet connectivity, wireless networks, desktop cryptography implementations and Airtime Services) with which You choose to operate Your BlackBerry Solution meets RIM's minimum requirements, including the processing speed, memory, client software and the availability of dedicated Internet access required for Your BlackBerry Solution as set out in the Documentation, and that You and Your Authorised Users' use of such Third Party Items and/or Third Party Services with Your BlackBerry Solution is not in violation of any licenses, terms, conditions, laws, rules and/or regulations respecting the use of such Third Party Items and Third Party Services. Airtime Services are generally required to use Your BlackBerry Solution, including, for video chat, email and cellular phone calls. Airtime Service charges may be charged in connection with Your use of Your BlackBerry Solution, and You agree that as between You and RIM, You are responsible for all Airtime Service charges incurred through such use. Your Airtime Service Provider may limit which RIM Services and Third Party Services are made available to You. If You wish to obtain information about which Airtime Service Providers support Your BlackBerry Solution in Your location please contact RIM via [legalinfo@rim.com](mailto:legalinfo@rim.com). You may extend your desktop based cryptography implementations (such as S/MIME Version 3.0 (or subsequent) or implementations based on the RFC 2440 standards, such as PGP) to Your BlackBerry Handheld using Software, but RIM does not supply the desktop cryptography implementations which are Third Party Items, and, without limiting the general disclaimers in Section 22, NEITHER RIM NOR ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO YOUR DESKTOP CRYPTOGRAPHY IMPLEMENTATION.

5. Additional Terms.

- (a) You may be required to agree to additional terms and conditions:
  - i. with RIM in relation to Third Party Components (e.g. open source components) and in order to use certain RIM Services or RIM Content or to obtain an update or upgrade to a RIM Product or RIM Service;
  - ii. with a third party to acquire or use a Third Party Item or Third Party Service, including to acquire a third party Offering through a RIME Store or to use a Third Party website;
  - iii. with an MoR to make a purchase through a RIME Store or an In-App Product purchase using the BlackBerry Payment Service; and
  - iv. with an Airtime Service Provider for Airtime Services.
- (b) You are responsible for complying with any agreement You enter into with a third party and RIM shall not be responsible or liable in any way for any loss or damage of any sort incurred as a result of Your dealings with any such third parties. If You are unsure whether RIM is the source of any Content, item, product or service, please contact RIM at [legalinfo@rim.com](mailto:legalinfo@rim.com).

If You deal with third parties through the Internet or in association with Third Party Services, take care to ensure You know who You are dealing with, and that You know the terms and conditions associated with those websites and any Third Party Services or Third Party Items You may access or receive, including delivery and payment terms, terms of use, end user license terms, ability to return products, privacy terms, privacy settings, and security features to protect Your private information and to ensure Your personal safety.

- (c) In no event shall such additional terms and conditions between You and any third party be binding on RIM or impose any additional obligations, or obligations inconsistent with the terms and conditions of this Agreement, upon RIM whatsoever, and as between You and RIM, the terms and conditions related to Third Party Items and Third Party Services in this Agreement shall still apply to those items.
- (d) To the extent that any Third Party Component is covered by additional terms and conditions that provide You with rights to use, copy, distribute or modify all or a part of such Third Party Component broader than the rights granted to You under this Agreement for the Software, then, solely to the extent that You can exercise such broader rights without breaching the terms or conditions of this Agreement for the remainder of the Software, You shall obtain the benefit of such broader rights. With respect to Third Party Software or Third Party Services (which include software and Content) made available to You by RIM, except Third Party Software and Third Party Services distributed through a RIME Store (which is addressed in Section 9), if the Third Party Software or Third Party Service is not accompanied by a separate license or terms of service, its use shall be subject to the terms and conditions of this Agreement as though it were Software or RIM Services (as applicable) that forms part of Your BlackBerry Solution; provided that such Third Party Software or Third Party Software is provided to You by RIM “AS IS” and “AS AVAILABLE”, with no express or implied conditions, endorsements, guarantees, representations or warranties, and as between You and RIM, the limitations and exclusions of liability, disclaimers and refund provisions set out in this Agreement for Third Party Items and Third Party Services, and not for Software, shall apply. Any Third Party Software shipped on a BlackBerry Handheld is provided to You as a convenience by RIM, and if You wish to obtain the Third Party Software on other terms, You should acquire the Third Party Software directly from its suppliers.

6. RIM Services.

- (a) **Modification or Discontinuance of RIM Services.** You agree that RIM may, without liability to You, modify, suspend, discontinue, remove, place limits on, or disable any RIM Service at any time, temporarily or permanently, with or without notice to You; provided that if RIM permanently discontinues a RIM Service (in which case Your license to use any BlackBerry Handheld Software specifically designed to access that RIM Service shall automatically terminate), and if You have paid for that RIM Service to be available for a specific portion of time and are not in breach of this Agreement, You may be entitled to a refund of all or a portion of the amount You paid to RIM for the RIM Service, as set forth in RIM’s then current refund policy for the RIM Service. Such refund, if any, will be Your exclusive entitlement and RIM’s sole liability to You in the event RIM permanently discontinues a RIM Service.
- (b) **Maintenance.** Without limiting the foregoing, RIM reserves the right to, and You agree that RIM may in its sole discretion, periodically suspend access to RIM Services, or otherwise take RIM Services out of operation, in order to fix software bugs, install updates and do diagnosis and other maintenance of RIM Services.

7. Your Contributions and Other Content.

- (a) Feedback. You may provide feedback to RIM about Your BlackBerry Solution. Unless RIM otherwise agrees in writing, You hereby agree that RIM shall own all feedback, comments, suggestions, ideas, concepts and changes that You provide to RIM regarding "Your BlackBerry Solution and all associated intellectual property rights (collectively the "Feedback") and you hereby assign to RIM all of Your right, title and interest thereto. You will not knowingly provide RIM any Feedback that is subject to third party intellectual property rights. You agree to cooperate fully with RIM with respect to signing further documents and doing such other acts as are reasonably requested by RIM to confirm that RIM owns the Feedback and to enable RIM to register and/or protect any associated intellectual property rights and/or confidential information.
- (b) End User Content, Third Party Items. You, and not RIM, are entirely responsible for Your Content. RIM does not control the Content or other Third Party Items that are made available to You by end users in connection with their BlackBerry Solution or any Third Party Service used in conjunction with their BlackBerry Solution, and in addition to the general disclaimers in Section 22, RIM does not guarantee the accuracy, integrity, or quality of, and is not liable for any such Third Party Items. RIM may establish general practices and limits concerning use of RIM Services, including, the volume of Content that may be stored, the maximum period of time during which the Content or message/discussion board postings will be retained on any RIM Service (including any cloud storage service), and/or the period of time during which You may continue to use or access any Content. You may use Content made available by RIM or a RIM affiliate, in connection with a RIM Service solely for Your personal use and in accordance with the specific license terms and conditions applicable to the RIM Service. You may not use Content provided to You as part of the "BBM Music" service for ring tones. Restrictions such as those set out above will be detailed in the Documentation for the applicable RIM Service, which You should familiarize Yourself with and review from time to time as RIM may make prospective changes. You agree that RIM has no responsibility or liability whatsoever for the loss, deletion of, unauthorized access, or failure to store any Content and, provided You have the necessary rights or licenses to do so, You should keep an alternative back-up copy of any Content for which retaining a copy is important for You.
- (c) Your Content. Other than as expressly provided in this Agreement or an addendum thereto, this Agreement does not transfer any ownership of Your Content to RIM. With respect to any of such Content that You or Your Authorized Users make available for inclusion on publicly accessible web sites or other publicly accessible aspects of the RIM Services, You grant RIM a worldwide, perpetual, irrevocable, transferable, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display that Content as is reasonable in connection with the provision and management of any RIM Service, and in relation to any Content that You or Your Authorized Users make available for other aspects of RIM Services, You grant to RIM a worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content as is reasonably required to provide You with the RIM Service; and You warrant and covenant in both instances that You have the right to grant to RIM such a license.
- (d) Objectionable Content and Third Party Items. You understand that by using Your BlackBerry Solution or a Third Party Service, You and Your Authorized Users may be exposed to Content and Third Party Items that are, or that You or Your Authorized Users consider to be, offensive, indecent, or otherwise objectionable. RIM and its designees shall have the right (but not the

obligation) in their sole discretion to pre-screen, refuse, or remove any Third Party Items from any RIM Service.

- (e) **Parental Controls and Adult Supervision.** Portions of Your BlackBerry Solution or Third Party Services may include settings that permit You to block or filter certain Content, RIM Services, Third Party Services or Third Parties. It is entirely Your responsibility to select and enable such settings to Your desired preference. RIM does not guarantee that such settings are error-free, will block all relevant Content, RIM Services, Third Party Services, or Third Parties, or cannot be disabled or circumvented by others who have access to Your BlackBerry Solution. If You allow Your child to listen to, view or access Software, RIM Services, Third Party Services or Third Party Items on Your Handheld Product, it is Your responsibility to determine whether such Software, RIM Services, Third Party Services or Third Party Items are appropriate for Your child, and You are fully responsible for Your child's access to and use of the Software, RIM Services, Third Party Services and Third Party Items, including all financial charges or other liability incurred in respect of such use or access.
- (f) **Removal of Software and Third Party Items.** You agree that from time to time RIM may remove Software or Third Party Items from any RIM Service including a RIME Store or My World and, where legally required or where Software or a Third Party Item interferes with, degrades the performance, or adversely affects any software, hardware, system, network or data, including any portion of Your and/or other users' BlackBerry Solution, may remove such Software or Third Party Item from Your Handheld Product, suspend access to the applicable RIM Service or Third Party Service for indefinite periods of time or cease to make these available to You at any time, without notice to You, and, subject to Section 6(a), You will have no recourse against RIM should this occur.
- (g) **Additional Revocation Rights.** Except to the extent prohibited by law, RIM reserves the right in its sole discretion, and at any time, for any reason and without notice to You, to change, suspend, remove, disable, limit, preclude or terminate Your access and remove from Your BlackBerry Handheld Product any Software or Third Party Item, including, disabling or removing the operation of such materials that have already been installed on a Handheld Product, and You will have no recourse against RIM should this occur.

## 8. Safety Info Related to Use of Technology.

- (a) **Physical Symptoms.** In rare cases, people experience seizures or blackouts due to exposure to flashing lights and patterns often found in technology such as video games. If You have done so, or have experienced any nausea, involuntary movements, tingling, numbness, vision issues while using technology in the past, You should consult with Your doctor before using similar technology and should immediately cease all such use of such technology should the symptoms reoccur. In any event You should avoid prolonged use of technology to minimize any possible discomfort or fatigue, including any muscle, joint or eye strain and should closely monitor Your children's use of technology to avoid possible problems.
- (b) **Emergency Services.** The video calling features of BlackBerry Handheld Software are not interconnected with a public switched telephone network (PSTN), do not use telephone numbers to communicate with other devices, and are not designed or intended to be replacements for Your ordinary mobile or fixed line telephone. In addition, You acknowledge and agree that neither BlackBerry Mobile Voice Software ("MVS") nor the video chat features of the Software are designed or intended to be a replacement for Your traditional fixed line or wireless mobile telephone, and that they may not be used to place calls to "911", "112", "999", "000" or other

designated numbers intended to connect a user to public safety answering points or similar emergency services pursuant to local telecommunications laws ("Emergency Services"). Calls to Emergency Services are not processed through video chat features or MVS, and will only be processed from a BlackBerry Handheld Product where wireless cellular coverage is available from an Airtime Service Provider. You understand and agree that additional arrangements, separate from MVS or the video chat functionality of the Software, must be made to access Emergency Services, and that RIM Group of Companies and their respective officers, directors, and employees shall have no responsibility or liability whatsoever for any personal injury, death or damages arising out of or in connection with the inability to access Emergency Services through MVS or the video chat functionality of the Software.

9. RIME Store(s). The following additional terms and conditions apply to You and Your Authorized Users use of a RIME Store(s):

- (a) **Applicability of Terms to Offerings.** Except as expressly set out in this Section 9, all of the terms and conditions in this Agreement respecting Software, RIM Products, Third Party Items, RIM Services, and Third Party Services apply to corresponding type of Offerings. RIME does all of the RIM Group of Company e-commerce transactions for Your jurisdiction, and accordingly, in the context of distributions of RIME Store Offerings and purchases of In-App Products all references in this Agreement to RIM shall be deemed to be references to RIME.
- (b) **Changes.** RIME reserves the right in its sole discretion to make any updates, modifications and adjustments to a RIME Store without prior notice including to change the available Offerings, Offering descriptions, and terms, provided that such changes will only apply on a prospective basis.
- (c) **Location of Offerings.** Notwithstanding that an Offering is displayed on the RIME Store it may not be available through a RIME Store in all jurisdictions. RIME reserves the right, in its sole discretion to exclude or otherwise limit the provision of any Offering to a person or entity residing in any jurisdiction or geographical area, and to use technologies and information related to Your carrier and/or device, to identify Your jurisdiction or geographic area in order to facilitate such exclusions or limitations. Without limiting the foregoing, Offerings may only be downloaded, installed and/or used in the jurisdictions authorized by the applicable Vendor Terms (defined below) or as otherwise designated by the Vendor. In-App Products are only available in the jurisdictions in which the RIME Store Offering through which the In-App Product is made available is also made available to You.
- (d) **Minors.** Offerings are intended for individuals with the necessary capacity and ability to legally consent to the provision of required information and to enter into a contract. You agree to supervise and be responsible for all usage by minors of a RIME Store and purchases of In-App Product under Your name or account.
- (e) **Service Providers.** RIME may use a variety of service providers, including other members of the RIM Group of Companies to host, operate, and provide fulfillment and other services for the RIME Store(s) and BlackBerry Payment Service ("Service Providers").
- (f) **Third Party MoRs.** RIME makes the RIME Stores available to You and Your Authorized Users, but may not be the Merchant of Record for all RIME Stores or Kiosks or for all purchases of In-App Products. Third party MoRs will be identified at the time of purchase in a RIME Store or of an In-App Product, are providing You with Third Party Services, and in addition to additional

terms and conditions, may require that You have an account with a specific payment processor, such as PayPal, Inc. in order to make a purchase.

- (g) Vendor Terms. Your right to use any Offering distributed to You through a RIME Store, including Your right to access and use any Offering that is a service, is subject to the terms and conditions of any end user agreements included with the Offering ("Vendor Terms"). If an Offering Vendor fails to provide Vendor Terms in association with an Offering, then You agree that Your use of such Offering shall be subject to the terms and conditions of an agreement with the same terms and conditions as this Agreement, as though the Offering were Software or RIM Services (as applicable) that forms part of Your BlackBerry Solution, with the following modifications: i) the Offering Vendor shall be deemed to be the licensor or service provider, as applicable, ii) the Offering is provided to You by RIME or its affiliates "AS IS" and "AS AVAILABLE", with no express or implied conditions, endorsements, guarantees, representations or warranties; and iii) as between You and RIME, the limitations and exclusions of liability and refund provisions set out in this Agreement for the applicable type of third party Offering, and not for Software or RIM Services, shall apply.
- (h) Offerings for Personal Use on BlackBerry Handhelds and Not for Resale. Notwithstanding any term or condition in the terms and conditions for a particular Offering, You agree and represent that You will only acquire Offerings for Your own personal use and not for sale or resale and that You will download, install and/or use Offerings that are software applications only on a RIM proprietary software platform operating on a Handheld Product.
- (i) Limited Support. In relation to a RIME Store, and Third Party Items and Third Party Services made available through a RIME Store, RIME will be responsible for: (a) limited support services with respect to Software and Third Party Items download issues only; and (b) front line support services for technical problems that You may encounter with respect to the BlackBerry Handheld Software that facilitates access to, and use of, the RIME Store. Please refer to the support web page for the applicable RIME Store for support services that are currently available.
- (j) Paid Upgrades. In some cases RIM may make a basic or time limited version of a RIM Service or an item of Software available to You either on the device as shipped or through a RIME Store, but require You to purchase an upgraded version of the RIM Service (or an upgraded subscription to the RIM Service) or of such Software in order to obtain additional functionality or to use the RIM Service or Software after an initial trial period.
- (k) MoR and RIME Responsibilities for Third Party Items or Third Party Services. Neither Third Party MoRs nor RIME have technical expertise with respect to Third Party Items or Third Party Services made available through a RIME Store. Offering Vendors are responsible for the warranties and support for their Offerings. You will have the benefit of the Offering Vendor's warranty (if any) with their Offerings. Warranties will vary between Offering Vendors and even between jurisdictions for a particular Offering Vendor. You should refer to the relevant documentation or Vendor Terms supplied with the Offering to find out what support an Offering Vendor is offering on any particular Offering and Your rights in relation to support and warranties. Unless agreed otherwise or required by applicable law, any warranties provided in relation to Offerings only extend to You on the understanding that You are a user and not a reseller of those Offerings. Except to the extent expressly required by law, or by a MoR's return policy (if any) for the specific Third Party Item or Third Party Service, neither the MoRs, nor RIME either acting on its own account or as a Service Provider for a MoR, shall have any obligation to provide any operational or technical support or refund for the Third Party Items or Third Party Services made available through a RIME Store.

- (l) **Refund or Warranty Rights.** If notwithstanding the provisions of this Agreement, RIME is required by the laws applicable in Your jurisdiction to offer additional refund or warranty rights for an Offering, RIME will provide such remedies as required pursuant to such laws and, where permitted, RIME may elect to provide one or more alternative RIM Products, Software, RIM Services, Third Party Items or Third party Services.
- (m) **In-App Products and BlackBerry Payment Service.** The BlackBerry Payment Service enables Offering Vendors to make digital products and services available to You from within Third Party Software or Software. You acknowledge that third party In-App Products are not stored on RIME's servers, are not distributed through a RIME Store, and You agree that it is the Offering Vendor of those In-App Products, and not RIME, who is responsible to fulfill Your orders of In-App Products and to deliver the In-App Products to You.

10. **My World.** Once You download any Software or Third Party Item through a RIM Service or Third Party Service, it becomes Your responsibility and neither RIME nor its affiliates shall be liable to You for any loss, destruction, or damage to any such materials. The My World repository enables You to uninstall and reinstall certain Software and Third Party Items on Your Handheld Product as further detailed in the then current rules for My World. You acknowledge and agree that the rules and features of My World may change from time to time, and agree to comply with the then current rules.

11. **Intellectual Property.** Neither You nor Your Authorized Users acquire hereby any ownership right, title or interest in or to any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright, database rights or rights in any confidential information or trade-secrets, in or relating to Your BlackBerry Solution or any part thereof, including Content that is made available by RIM or its affiliates and their respective suppliers as part of a RIM Service, under this Agreement. You also do not acquire any license rights in or related to Your BlackBerry Solution or any portion thereof, or in any Content made available to You through a RIM Service, other than the rights expressly licensed to You under this Agreement, in the associated Documentation, or in another mutually agreed upon written agreement that You may have with RIM. No title and/or any right of possession to the RIM Product(s) (if any) is granted by virtue of this Agreement, and no title to any Beta Hardware passes to You at all. Any rights not expressly granted herein are expressly reserved. For clarity, notwithstanding anything else in this Agreement, in no event shall any patent licenses granted in the Software herein extend, or be construed to extend, to the use of any Third Party Services or Third Party Items either on a standalone basis or in conjunction with Your BlackBerry Solution, and, without limiting the foregoing, in no event shall the licenses granted hereunder be construed such that any supplier of such Third Party Services or Third Party Items be able to successfully assert that use of such Third Party Services or Third Party Items either in conjunction with all or a part of the BlackBerry Solution or on a standalone basis are licensed under RIM's patents by virtue of the fact that the Software is licensed hereunder. The Software and any copies You make of the Software, is only licensed, and not sold, to You, and the Software, all Documentation and any Content provided to You by RIM or its affiliates as part of a RIM Service and any site(s) which allow You to access any RIM Services are protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties, both civil and criminal, for intellectual property infringement. You agree that nothing in this Agreement shall adversely affect any rights and recourse to any remedies, including to injunctive relief, that RIM and any providers of Content for a RIM Service may have under any applicable laws relating to the protection of RIM's or the Content providers' intellectual property or other proprietary rights.

12. **Export, Import and Use Restrictions and U.S. Government Licenses.** You agree that the RIM Products and Software may include cryptographic technology and will not be exported, imported, used, transferred, or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities. You hereby represent that: (A) to the best of Your knowledge You are eligible to receive the RIM Product(s) and Software under applicable law; (B) You will not use the RIM Products and Software 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 anyone or any entity involved in such activity; and (C) You will ensure that Authorized Users use the RIM Product(s) and Software in accordance with the foregoing restrictions. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if You are any agency of the government of the United States of America, then Your rights in respect of the Software shall not exceed the rights provided under this Agreement, unless expressly agreed upon by RIM in a written agreement between You and RIM and signed by a Chief Operating Officer or Chief Executive Officer of RIM.

13. Security, Accounts and Passwords. You agree to assume full responsibility for the establishment of appropriate security measures to control access to Your Handheld Product and the computer system with which it operates. Without limiting the foregoing, You agree to choose strong passwords, and to maintain the security and confidentiality of all passwords used to access Your BlackBerry Solution or any portion thereof, including passwords used to access any account established in connection with Your BlackBerry Solution. You further agree that You are responsible for all activity that occurs using Your passwords, or on or through Your accounts, including all financial charges or other liability incurred in respect of such activity. You agree to immediately notify RIM of any unauthorized use of all or any portion of Your BlackBerry Solution, including any passwords for any portion of Your BlackBerry Solution, by contacting RIM Customer Support (contact information located at [www.blackberry.com/support](http://www.blackberry.com/support)). RIM may take such actions that it deems appropriate following receipt of such notification, but has no obligation to take any action. You agree that notifying RIM as set out above does not relieve You of responsibility for all activity that occurs using Your passwords, or on or through Your accounts.

14. Changing or Lost/Stolen Devices; Back-up/Wipe Data

- (a) **Lost/Stolen Devices.** If You think Your Handheld Product has been stolen You should contact local law enforcement. If Your Handheld Product is lost, or You think it is stolen, and You have registered Your Handheld Product with a RIM Service, such as BlackBerry Protect, that provides device location, locking or remove data wiping features, You should use such RIM Service to attempt to locate or remotely wipe or lock Your Handheld Product. Notwithstanding the foregoing, and without limiting the general disclaimers in Section 22, RIM and its affiliated companies cannot ensure: (i) the availability, accuracy, completeness, reliability or timeliness of location data or any other data accessed through such location services, or (ii) that the remote wipe, remote lock or other functionality of such services will be successfully performed, as the Airtime Service coverage of Your Airtime Service Provider, the condition of Your Handheld Product, and system resources cannot be known at the time of the request.
- (b) **Back-up/Wipe Data.** RIM recommends, provided You have the necessary rights or licenses to do so, that You make regular back-ups of all emails, Content, and Third Party Software You acquire and/or other data on Your Handheld Product, as in many instances such data is not stored or otherwise backed up by or on behalf of RIM. If You transfer Your Handheld Product (as permitted by the BBSLA) for any reason, including in connection with the servicing of Your Handheld Product, unless You wipe all data from Your Handheld Product, and remove all expandable memory, this data will be available to the person who obtains that Handheld Product. If Your Handheld Product is returned to You after being wiped and transferred, such as after the servicing of Your Handheld Product, You will have to reinstall any software that was not originally shipped with the Handheld Product.
- (c) **Disassociate Device.** Some RIM Services, such as BlackBerry Protect and BlackBerry Internet Service, permit You to disassociate Your Handheld Product from such RIM Service. If Your Handheld Product is lost, stolen, You transfer Your Handheld Product for any reason, or if You no longer wish Your Handheld Product to be associated with such RIM Service(s), You are responsible for disassociating Your Handheld Product from such RIM Service(s).



15. Confidentiality and No Reverse Engineering. You acknowledge and agree that Your BlackBerry Solution was: (a) developed at considerable time and expense by RIM and/or the RIM Group of Companies; and (b) that the RIM Products, RIM Services, Software, and associated CALs, including the Beta Products, contain confidential information including the trade-secrets of RIM, the RIM Group of Companies and their respective suppliers. Without limiting the foregoing, for Beta Products, confidential information includes the appearance, 'look and feel', performance, specifications, features and functionality of software and hardware, which information may not be discussed or shown to the public by You or Your Authorised Users in any manner until publicly released by RIM. This Agreement gives You no right to obtain from RIM, its affiliates, or its distributors any source code for the Software, RIM Services, Third Party Items or Third Party Services and, except to the extent that RIM is expressly precluded by law from prohibiting these activities, You agree that neither You nor Your Authorised Users will alter, modify, adapt, create derivative works, translate, deface, or Reverse Engineer the Software and/or associated CALs, RIM Services, or Third Party Items or Third Party Services or attempt to do so, or permit, acquiesce, authorise or encourage any other party to do the same. For the purpose of this Agreement, "Reverse Engineer" includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", or "black box" reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

16. Term. This Agreement shall be effective upon Your agreeing to be bound by the terms and conditions of this Agreement (as described in the preamble above) and shall continue in effect unless terminated in accordance with the provisions set out herein.

17. Remedies and Termination.

In addition to any other of RIM's rights or remedies set forth in this Agreement:

- (a) If You or Your Authorised Users breach this Agreement, RIM or its agent may, but is not obligated to, take certain actions they deem appropriate. Such actions may include temporary or permanent removal of Content, blocking or partial blocking of Internet transmissions, and/or the immediate suspension or termination of all or any portion of Your BlackBerry Solution or any Third Party Item used in conjunction with Your BlackBerry Solution.
- (b) RIM may, in addition to all other rights and remedies provided by this Agreement or by law; (i) immediately terminate this Agreement and any other license agreement between You and RIM for any other portion of Your BlackBerry Solution used by You or Your Authorised Users with the Software if You breach this Agreement, or any Addendum or other agreement You have in effect with RIM or a RIM affiliate including, by failing to pay any fees within thirty (30) days of their becoming due and payable; and/or (ii) cease to provide any RIM Service(s) to You or Your Authorised Users in relation to Your BlackBerry Solution. Where You have provided RIM with accurate contact information, RIM shall use reasonable commercial efforts to provide You with notice of termination.
- (c) If any BlackBerry Handheld Software is designed to enable You to access specific Third Party Service(s), and such Third Party Service(s) are to be no longer made available to You for any reason, RIM may, but has no obligation to, terminate Your license to use that BlackBerry Handheld Software, at any time, with or without notice to You; however, if feasible, RIM will use commercially reasonable efforts to provide You with notice of termination. If You have paid RIM for such BlackBerry Handheld Software and are not in breach of this Agreement, You may be entitled to a refund of all or a portion of the amount You paid to RIM for such BlackBerry

Handheld Software, as set forth in RIM's then current refund policy for the BlackBerry Handheld Software. Such refund, if any, will be Your exclusive entitlement and RIM's sole liability to You in the event of a termination of such license.

- (d) In addition, RIM may terminate this Agreement and/or immediately cease to provide the RIM Service(s) without any liability whatsoever to You or Your Authorised Users if RIM is prevented from providing any portion or all of any RIM Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body, or if a notice from a government agency or department indicates RIM is not permitted to provide any portion or all of the RIM Service. Nothing herein shall be construed to require RIM to seek a waiver of any such law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. If feasible, RIM will use reasonable efforts to provide You with thirty (30) days prior notice of such termination or cessation in the case of Paid RIM Services.
- (e) Except as expressly provided herein, RIM shall not have any liability to You or Your Authorised Users arising from or related to the termination of this Agreement, or any rights or licenses granted herein, in accordance with this Agreement.
- (f) Any termination under this Agreement by RIM will be effective without RIM obtaining any judicial or administrative consent, approval or resolution whatsoever in Your jurisdiction.

18. Effect of Termination. Upon termination of this Agreement or the provision of any RIM Service to You, however caused, or if Your subscription or a free trial for the Software or any RIM Service expires, or the Test Period for Beta Products expires or is terminated: (a) You will immediately discontinue all use of the Software and RIM Services, or in the case where this Agreement is not terminated, the item(s) of Software for which the license, or in the case of RIM Services the provision of such RIM Service, has been terminated or expired, and return all copies of such Software and, in the case of Beta Products all Beta Hardware, that are in Your and/or Your Authorised Users' possession or control; and (b) RIM shall have the right to block any transmission of data to and from such Software and/or RIM Service, without notice to You. Upon termination of any account You may have with RIM, You authorise RIM to delete any files, programs, data and email messages associated with such account, without notice to You. You shall remain liable for all amounts due up to and including the effective date of termination in relation to the affected Software, RIM Services and Third Party Items, including amounts charged to Your authorized mode of payment. In the event of the termination of this Agreement by RIM pursuant to provisions of this Agreement, You shall pay to RIM all fees (including reasonable lawyers' fees and costs) and related expenses expended or incurred by RIM in the enforcement of its rights hereunder. Notwithstanding the foregoing, because of the nature of Software, it may be impossible to return the Software because the Software is integrated into hardware that you own (such as a Handheld Product) and/or the Software may be installed on a desktop or server such that all you could return is a further reproduction of the Software. In such cases, please contact RIM at [legalinfo@rim.com](mailto:legalinfo@rim.com) for further instructions.

19. Indemnity/Liability. You shall indemnify, and hold harmless RIM, the RIM Group of Companies, RIM's affiliates, suppliers, successors, agents, authorised distributors, (including Airtime Service Providers) and assigns and each of their directors, officers, employees and independent contractors (each a "RIM Indemnified Party") from any damages, losses, costs or expenses (including reasonable lawyers' fees and costs) incurred by a RIM Indemnified Party, and at the RIM Indemnified Party's request defend at Your expense any third party claim or proceeding brought against the RIM Indemnified Party, arising from: (a) infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device (other than a BlackBerry Handheld Product), system or service in connection with Your BlackBerry Solution or any portion thereof; or (b) Your breach of this Agreement or any Addendum to this Agreement. No remedy herein conferred upon RIM is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall

be cumulative.

20. Limited Warranties.

(a) Software.

- (i) If during the ninety (90) day period following delivery of the Software to You (the "Warranty Period"), the Software as made available by RIM or any RIM authorised distributor is not capable of performing the functions described in the standard end user Documentation for that item of Software ("Specifications") when used as specified by RIM in the Documentation applicable to the specific type and version of the Software in conjunction with other unaltered portions of Your BlackBerry Solution, RIM will, at its sole option and discretion, either make reasonable efforts to correct or provide You with a workaround for such problem (which fix or workaround may be provided to You at RIM's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to You, in a generally available software fix release, on RIM's web site or in any other form of which RIM advises You) or provide You with a refund for the one time fees paid by You for the applicable Software if You cease to use the Software and the media on which the Software was provided to You and all packaging related thereto is returned to RIM in accordance with Your normal warranty return mechanism (which may be through Your Airtime Service Provider, if applicable, or point of purchase) within the Warranty Period together with proof of purchase.
- (ii) Notwithstanding anything to the contrary in this Agreement, updates, upgrades and Beta Software provided to You free of charge are provided "AS IS" and without warranty of any kind.
- (iii) Updates and upgrades, for which You have paid additional license fees, shall be subject to the warranty set out above for a period of ninety (90) days from the date that the upgrade for any Software is delivered to You.
- (iv) The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (A) use of the Software in a manner inconsistent with any of Your obligations set out in this Agreement or in a manner inconsistent with the instructions, including the safety instructions, specified by RIM in the Documentation applicable to the specific type and version of the Software; or (B) a malfunction or other problem related to any hardware (including those arising from defective Third Party Handheld Products), network, software or communication system (repairs of defective BlackBerry Devices are subject to the warranty and/or support agreements for those RIM Products); or (C) to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, correction of errors attributable to software other than the Software, or defects due to repairs or modifications not authorised by RIM.
- (v) For clarification, unless otherwise required by applicable law, this warranty applies to BlackBerry Handheld Software in new Handheld Products, and does not apply to BlackBerry Handheld Software included with used or refurbished Handheld Products.
- (vi) There is no warranty on free after market downloads of additional items of Software, or on free BlackBerry Server Software. If any item of such Software fails to operate in accordance with its Documentation within the ninety (90) days following the date You install it on Your Handheld Product or computer as applicable, You may contact RIM and RIM shall identify the support, if any, that is available for such Software (which support may be provided to You at RIM's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to You,

in a generally available software fix or release, on RIM's website or in any other form of which RIM advises You).

- (vii) You acknowledge and agree that where such Software is designed to facilitate Your access to Third Party Items or Third Party Services, RIM MAY HAVE LIMITED OR NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD PARTY ITEMS OR THIRD PARTY SERVICES, AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT YOU IDENTIFY WITH THIS SOFTWARE. RIM does not warrant Third Party Items or Third Party Services, and in relation to these, You must look to the provider of those items or services of that Third Party Item or Third Party Service for a warranty. Warranties vary between providers and even between jurisdictions for a particular provider. You should refer to the relevant documentation or provider terms to find out what support a provider is offering on any particular item or its services, and Your rights in relation to support and warranties.
- (viii) This Section sets out RIM's only obligations and Your sole remedies in respect of the Software and any defects, errors, problems or breach of the warranty for the Software set out herein.

- (b) Product(s). The limited warranty, if any, for the RIM Product(s) ("Limited Product Warranty") is set forth in the applicable Documentation. The Limited Product Warranty is the exclusive warranty for any RIM Product sold under the terms and conditions of this Agreement and sets out Your sole remedies in respect of the RIM Products and any breach of the Limited Product Warranty. Beta Hardware is provided "AS IS" and without warranty of any kind. The following subsections of the Section of this Agreement entitled "General" (Section 29) below are incorporated by reference into the terms of the Limited Product Warranty, amended as required to the extent necessary to apply to the Limited Product Warranty: "Waivers of Default" (Section 29(b)), "Survival" (Section 29(c)), "Severability" (Section 29(e)), "Language" (Section 29(f)) and "Entire Agreement" (Section 29(h)). By indicating Your acceptance of this Agreement as provided above, You acknowledge that You have read the Limited Product Warranty and agree to its terms. For clarity, except to the extent required by applicable law, the "Limited Product Warranty" applies only to new RIM Product(s) and only the balance of such warranty (if any) applies to any refurbished RIM Product(s).

21. Post-Warranty Support. If You wish to obtain support from RIM after the expiry of the warranty period, please contact RIM at [sales@blackberry.com](mailto:sales@blackberry.com) (or such other location listed on <http://www.blackberry.com/legal/>) or Your Airtime Service Provider. If You have a third party hosting the Software on Your behalf (a "Hosting Party") and You wish the Hosting Party to obtain support for the Software from RIM on Your behalf, then either You or the Hosting Party must have a support agreement in place with RIM for the specific items of Software as required for Your number of Authorised Users, and You must update RIM from time to time as to the Software hosted on Your behalf by sending an email to [sales@blackberry.com](mailto:sales@blackberry.com) (or such other location listed on <http://www.blackberry.com/legal/>) identifying the Software, the number of copies You have licensed, along with the SRP IDs and CALs as applicable. Support for Your BlackBerry Solution may not be available through certain Airtime Service Providers.

22. Disclaimer.

THE LAWS OF SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTIES, CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES OR REPRESENTATIONS IN CONTRACTS WITH CONSUMERS AND TO THE EXTENT YOU ARE A CONSUMER THESE EXCLUSIONS MAY NOT APPLY TO YOU.

- (a) General Warranties.
- (i) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED.
  - (ii) To the maximum extent permitted under applicable law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above, but can be limited, are hereby limited to ninety (90) days from the date You first installed any portion of Your BlackBerry Solution on any computer.
- (b) RIM Service(s).
- (i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, EACH RIM SERVICE IS PROVIDED OR MADE ACCESSIBLE "AS IS" AND "AS AVAILABLE", WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, ASSURANCE REPRESENTATION OR WARRANTY OF ANY KIND BY RIM AND, SUBJECT TO SECTION 23(b), RIM SHALL HAVE NO LIABILITY WHATSOEVER TO YOU, OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO ANY RIM SERVICE THAT IS NOT A PAID RIM SERVICE.
  - (ii) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, RIM DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER THAT UNINTERRUPTED USE OR OPERATION OF ANY RIM SERVICE, CONTINUED AVAILABILITY OF ANY RIM SERVICE, OR THAT ANY MESSAGES, CONTENT OR INFORMATION SENT BY OR TO YOU OR STORED BY OR ON BEHALF OF YOU, WILL NOT BE LOST, DELETED OR CORRUPTED OR WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.
- (c) Third Party Items and Third Party Services, Linked Sites.
- (i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, THE THIRD PARTY SERVICES AND THIRD PARTY ITEMS ARE NOT UNDER THE CONTROL OF RIM, RIM DOES NOT ENDORSE ANY PARTICULAR THIRD PARTY ITEMS OR THIRD PARTY SERVICES, AND RIM HAS NO RESPONSIBILITY WHATSOEVER FOR YOUR SELECTION, USE, ACCESS, OR IMPLEMENTATION OF THE THIRD PARTY SERVICES OR THIRD PARTY ITEMS.
  - (ii) THE FOREGOING APPLIES REGARDLESS OF: (A) HOW YOU ACQUIRE OR OBTAIN ACCESS TO THIRD PARTY ITEMS AND/OR THIRD PARTY SERVICES, I.E. WHETHER INDEPENDENT OF, OR THROUGH RIM OR YOUR AIRTIME SERVICE PROVIDER; (B) WHETHER ANY SUCH THIRD PARTY ITEMS OR THIRD PARTY SERVICES (INCLUDING AIRTIME SERVICES) ARE REQUIRED IN ORDER TO USE ALL OR ANY PORTION OF YOUR BLACKBERRY SOLUTION; OR (C) WHETHER YOU ACQUIRE OR GAIN

ACCESS TO SUCH THIRD PARTY ITEMS AND THIRD PARTY SERVICES BY WAY OF THE HANDHELD PRODUCT, INCLUDING VIA A BROWSER OR RIME STORE SOFTWARE THAT MAY BE SUPPLIED AS PART OF THE BLACKBERRY HANDHELD SOFTWARE, VIA THE AFTER MARKET DOWNLOAD OF BLACKBERRY HANDHELD SOFTWARE THAT FACILITATES YOUR ACCESS TO SPECIFIC THIRD PARTY SERVICES AND/OR THIRD PARTY ITEMS, OR BY WAY OF LINKS TO SPECIFIC THIRD PARTY SOFTWARE OR THIRD PARTY WEBSITES AND/OR OTHER THIRD PARTY SERVICES MADE AVAILABLE TO YOU BY ICONS OR BOOKMARKS ON YOUR HANDHELD PRODUCT, OR BY ANY OTHER MEANS WHATSOEVER, INCLUDING ON OTHER WEBSITES OR THROUGH INFORMATION ACCESSED USING YOUR HANDHELD PRODUCT OR PROVIDED TO YOU BY RIM OR AN AIRTIME SERVICE PROVIDER.

(iii) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, ALL THIRD PARTY ITEMS AND THIRD PARTY SERVICES ARE PROVIDED OR MADE ACCESSIBLE BY RIM, OR OTHERWISE USED BY YOU IN CONJUNCTION WITH THE BLACKBERRY SOLUTION, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY CONDITION, ENDORSEMENT, GUARANTEE, ASSURANCE, REPRESENTATION OR WARRANTY OF ANY KIND, AND RIM SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, INCLUDING: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, OR OF ANY PORTION OF THE SOFTWARE THAT IS DESIGNED SOLELY TO ENABLE SUCH ACCESS; (B) THE PERFORMANCE OR NON-PERFORMANCE OF THE THIRD PARTY ITEMS, OR THIRD PARTY SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY ITEMS, OR THE THIRD PARTY SERVICES WITH ALL OR A PORTION OF YOUR BLACKBERRY SOLUTION; OR (D) THE ACTS OR OMISSIONS OF ANY THIRD PARTY IN CONNECTION WITH THE THIRD PARTY ITEMS OR THIRD PARTY SERVICES, INCLUDING, IN RESPECT OF A THIRD PARTY'S USE OF YOUR DATA.

(iv) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE OR LIABLE FOR, ANY VIRUSES, OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY SERVICES, THIRD PARTY ITEMS OR FOR ANY THIRD ITEMS OR THIRD PARTY SERVICES OR THE TRANSMISSION THEREOF, THAT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

(d) Mission Critical Applications. YOUR BLACKBERRY SOLUTION AND ANY PART THEREOF, IS NOT SUITABLE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS OR ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS OR PERFORMANCE, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, WEAPONS SYSTEMS, OR EMERGENCY LOCATOR OR OTHER EMERGENCY SERVICES. YOU REPRESENT AND WARRANT THAT YOU WILL

MAINTAIN ADEQUATE DATA RECOVERY AND BACK-UP SYSTEMS, AND IN THE EVENT OF: (i) USE OR SERVICE INTERRUPTION; OR (ii) DIFFICULTIES OR ERRORS IN DATA TRANSMISSION; OR (iii) LOSS OR CORRUPTION OF DATA; YOU AGREE TO IMMEDIATELY: MITIGATE ANY AND ALL LOSSES AND DAMAGES AND REPORT SUCH ISSUES TO RIM. WITHOUT LIMITING THE GENERAL DISCLAIMER OF DAMAGES IN SECTION 23(a), IN NO EVENT SHALL RIM BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF YOUR BLACKBERRY SOLUTION, OR ANY PART THEREOF, FOR MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS OR ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS OR PERFORMANCE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (e) Beta Products. BETA PRODUCTS MAY NOT BE AUTHORIZED FOR USE BY THE GENERAL PUBLIC OR CERTIFIED AS MEETING RULES OR STANDARDS PROMULGATED BY GOVERNMENT OR OTHER AUTHORITIES IN YOUR JURISDICTION, AND RIM MAKES NO REPRESENTATION THAT SUCH AUTHORIZATION OR CERTIFICATION WILL BE OBTAINED. ACCORDINGLY, YOU AGREE THAT THE BETA PRODUCTS ARE NOT, AND MAY NOT, BE OFFERED FOR SALE OR LEASE, OR SOLD OR LEASED, UNTIL SUCH AUTHORIZATION IS OBTAINED. BETA PRODUCTS ARE NOT INTENDED FOR USE IN ANY PRODUCTIVE OR OTHER ENVIRONMENT WHERE YOU ARE RELYING ON THE PERFORMANCE OF THE BETA PRODUCTS. THE BETA PRODUCTS ARE PRE-COMMERCIAL RELEASE VERSIONS OF SOFTWARE, SERVICES AND RIM PRODUCTS AND ARE NOT INTENDED TO REPRESENT OR PERFORM IN THE SAME MANNER AS COMMERCIAL PRODUCT OR SERVICES, AND YOU SHOULD ENSURE THAT YOU REGULARLY BACK-UP ANY DATA USED WITH SUCH MATERIALS. IN ADDITION, THE BETA PRODUCTS CONTAIN FEATURES, FUNCTIONALITY OR APIS FOR SOFTWARE OR SERVICES THAT ARE NOT YET COMMERCIALY AVAILABLE. YOU ACKNOWLEDGE THAT SUCH BETA PRODUCTS, OR ANY PORTION THEREOF, MAY NOT BE ANNOUNCED OR MADE COMMERCIALY AVAILABLE BY RIM IN THE FUTURE, OR MAY BE MADE AVAILABLE WITH SIGNIFICANT CHANGES, AND RIM HAS NO EXPRESS OR IMPLIED OBLIGATION TO YOU TO ANNOUNCE OR MAKE ANY OF SUCH SOFTWARE OR SERVICES, BETA PRODUCTS OR ANY PORTION THEREOF AVAILABLE. YOU ACKNOWLEDGE AND AGREE THAT ALL TESTING, EVALUATION AND DEVELOPMENT YOU CONDUCT WITH RESPECT TO THE BETA PRODUCTS AND RELATED SOFTWARE AND SERVICES IS DONE ENTIRELY AT YOUR OWN RISK.

23. Limitations of Liability.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES IN CONTRACTS WITH CONSUMERS AND TO THE EXTENT YOU ARE A CONSUMER THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE SPECIFIC REMEDIES SET OUT IN THIS AGREEMENT, IN NO EVENT SHALL RIM BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MORAL OR AGGRAVATED DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS

OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, OR CORRUPTION OR LOSS OF DATA OR BREACHES OF DATA SECURITY, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH YOUR BLACKBERRY SOLUTION OR RESULTING FROM ANY ALTERATIONS OR ATTEMPTED ALTERATIONS TO YOUR BLACKBERRY SOLUTION, OR ANY PORTION THEREOF, BY ANYONE OTHER THAN RIM, DOWNTIME COSTS, LOSS OF THE USE OF YOUR BLACKBERRY SOLUTION OR ANY PORTION THEREOF OR OF ANY THIRD PARTY SERVICES OR THIRD PARTY ITEMS, COST OF SUBSTITUTE GOODS, COSTS OF COVER, FACILITIES OR SERVICES, COST OF CAPITAL, OR OTHER SIMILAR PECUNIARY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR BLACKBERRY SOLUTION, INCLUDING THE USE, INABILITY TO USE, THE PERFORMANCE OR NON-PERFORMANCE OF YOUR BLACKBERRY SOLUTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) To the maximum extent permitted by applicable law, in no event shall the aggregate liability of RIM exceed the greater of: (i) the amount paid by You for the RIM Product(s) at issue; (ii) the amount paid for that portion of the Software at issue; (iii) the amount paid for the relevant period of the Paid RIM Service at issue; and (iv) five (5) United States dollars.
- (c) To the maximum extent permitted by applicable law, to the extent RIM is liable to You hereunder, RIM shall only be liable for damages incurred during the period of such failure, delay or non-performance of Your BlackBerry Solution.
- (d) Nothing in this Section limits RIM's liability to You in the event of death or bodily injury to the extent resulting directly from RIM's negligence; provided that any damages payable by RIM shall be reduced to the extent of Your or another's contribution.
- (e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY SHALL BE LIABLE TO THE OTHER ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER WHETHER IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE.
- (f) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL: (i) APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY YOU INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE, BREACH OF CONTRACT, OR ANY OTHER LEGAL THEORY; (ii) SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; (iii) NOT APPLY TO THE INDEMNITY OBLIGATIONS SET OUT HEREIN OR MISAPPROPRIATION OR INFRINGEMENT BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR A BREACH OF THE SECTIONS OF THIS AGREEMENT ENTITLED: "RULES OF USE FOR BLACKBERRY SOLUTION" (SECTION 3), "SOFTWARE AND DOCUMENTATION LICENSE" (SECTION 2), "INTELLECTUAL PROPERTY" (SECTION 11), "EXPORT, IMPORT AND USE RESTRICTIONS AND U.S. GOVERNMENT LICENSES" (SECTION 12), "CONFIDENTIALITY AND NO REVERSE ENGINEERING" (SECTION 15) AND "USER DATA" (SECTION 25), AND (iv) APPLY IN THE AGGREGATE, TO RIM OR THE RIM GROUP OF COMPANIES, THEIR



SUCCESSORS, ASSIGNS, AND AUTHORISED RIM DISTRIBUTORS (INCLUDING AIRTIME SERVICE PROVIDERS ACTING AS AUTHORISED RIM DISTRIBUTORS OF THE SOFTWARE).

- (g) IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER (OTHER THAN AN OFFERING VENDOR), SERVICE PROVIDER, INDEPENDENT CONTRACTOR, OR ANY AIRTIME SERVICE PROVIDER (EXCEPT AS SET OUT ABOVE) OF ANY OF THE RIM GROUP OF COMPANIES HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.
- (h) YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS: (i) THE FEES AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT; AND (ii) RIM'S ABILITY TO OFFER AND YOUR ABILITY TO LICENSE SOFTWARE AND RIM SERVICES UNDER THIS AGREEMENT AND/OR RIM'S ABILITY TO MAKE THIRD PARTY ITEMS AND THIRD PARTY SERVICES ACCESSIBLE THROUGH YOUR BLACKBERRY SOLUTION WOULD BE IMPACTED.

NOTHING IN THIS AGREEMENT IS INTENDED TO SUPERSEDE ANY EXPRESS WRITTEN AGREEMENTS OR WARRANTIES PROVIDED BY RIM FOR PORTIONS OF YOUR BLACKBERRY SOLUTION OTHER THAN THE SOFTWARE AND RIM SERVICES.

24. Consent to Collection, Use, Processing, Transfer, Storage and Disclosure (collectively, "Process" or "Processing") of Information.

Personal information that is Processed by RIM Group of Companies and its service providers will be treated in accordance with RIM's Privacy Policy (which is hereby incorporated by reference into this Agreement and can be viewed at [www.blackberry.com/legal](http://www.blackberry.com/legal) or obtained by emailing [legalinfo@rim.com](mailto:legalinfo@rim.com)). Where applicable, the data controller in respect of Your personal data is the RIM entity with whom You have entered into this Agreement; provided that, in respect of Your personal data collected in relation to the distribution of Offerings through a RIME Store, the data controller is the applicable RIME entity with whom You have entered into an agreement governing such distribution.

- (a) Personal Information. Your installation and/or use of Your BlackBerry Solution (or any portion thereof), the RIM Services or associated Airtime Services may result in the Processing of personal information as defined under applicable law about You and Your Authorised Users (collectively, "Users") by RIM Group of Companies and its service providers, Your Airtime Service Providers, and third parties with products or services used with Your BlackBerry Solution. Depending on the services used, personal information may include information such as name, email address, telephone number, BlackBerry ID, account credentials and settings, Handheld Product information (for example, Handheld Product PIN or other device identifiers), Handheld Product location information (as described below), Airtime Service Provider information, and information about the use of Your BlackBerry Solution functionality and the RIM Services or software and hardware utilized in conjunction with Your BlackBerry Solution). You consent that the RIM Group of Companies may collect such personal information from You directly, or obtain it from Airtime Service Providers or third parties with products or services used with Your BlackBerry Solution.
- (b) Purposes. Consistent with RIM's Privacy Policy, personal information may be Processed by RIM Group of Companies and their service providers for purposes related to (i) understanding and meeting

Your needs and preferences and to provide You with Your BlackBerry Solution; (ii) developing new and enhancing existing products and services, including to communicate with You about them; (iii) managing and developing the RIM Group of Companies' business and operations; and (iv) meeting legal and regulatory requirements. Furthermore, RIM may make available to or send to Users upgrades or updates, or notices of upgrades or updates, of the Software, or other RIM products and services, Third Party Software, Third Party Content or Third Party Services and related products or services.

- (c) "Cloud-based" Services. If You register with or use "cloud based" messaging or services, or use remote access, storage or back-up functionality provided by RIM Group of Companies or their service providers, information You enter, provide to, or integrate with such services (for example, display names and pictures, status messages, contact list or groups information, calendar, or other on-device information like tasks and media files) may be Processed by RIM Group of Companies to facilitate the services offered in accordance with Your agreement(s) with RIM, and You represent and warrant that You have all necessary consents to provide such data to RIM. If BlackBerry AppWorld and the My World or any similar service is used, then the RIM Group of Companies may Process information about which Software, RIM Services, Third Party Items and/or Third Party Services are downloaded and used upon Your Handheld Product.
- (d) Social Functionality. Certain RIM Services or features of Software may include "social" functionality that allows You to make Yourself discoverable and connect with other individuals, and to improve or enhance Your experience with RIM Services or Software, or Third Party Software or Third Party Services that are integrated with the social functionality made available by RIM. If You use such functionality, You agree that Your availability to interact or connect with others may be indicated to others, and your profile, display names, display pictures, status messages, membership status, and other identifiers or information may be viewed and commented on by such individuals. For example, if You use a RIM Service or Third Party Service that is integrated with RIM's "BlackBerry Messenger Social Platform", You agree that: (i) Your BlackBerry Messenger contacts may see whether You have are using such RIM Service or Third Party Service, (ii) Your BlackBerry Messenger contacts may see Your profile and the software and Content (such as games, music or other media files, depending on the RIM Service or Third Party Software) that You have downloaded, are consuming, or that is available for sharing as part of Your use of the RIM Service or Third Party Service, as well as comments You or others make about them, (iii) that when You submit comments about Your contacts or the software or Content they have downloaded or are consuming as part of their use of the RIM Service or Third Party Service, information about You (such as Your comments, user profile name, and display picture) may be displayed to other contacts of that individual, and (iv) the RIM Service or Third Party Service may include automated functionality that performs analysis to develop recommendations based on Your preferences and utilization of the RIM Service or Software. Please check the applicable settings options for the applicable RIM Services or Software for available options adjust availability or privacy settings for such RIM Services or Software.
- (e) Integration with Third Party Services. If You choose to integrate or link Your BlackBerry Solution with Third Party Services (for example, third party email services, or services which facilitate Your use of Your Handheld Product(s) to access and use social networking or other services offered by third parties), You authorize RIM to use Your credentials to access the Third Party Services on Your behalf and Process Your personal information relating to such Third Party Services in order to facilitate Your access to such Third Party Services for Your personal and/or domestic purposes. The information Processed may include: (i) Your user ID, password, authentication tokens or other credentials for each such third party email service or other account(s) You integrate with Your BlackBerry Solution; (ii) Your Software account profile information (for example, BlackBerry ID, Your display picture, display name, personal message, availability status, country, time zone, unique device identifiers, etc.);

- (iii) on-device contacts information, (iv) an indication of which third party applications or services You have connected to Your Software account; and (iii) session data resulting from Your use of the third party applications or services You have connected to Your Software account (for example, high scores You have achieved in a connected third party game or application for display in Your Software account profile box, instant messaging data resulting from instant messaging chats You have undertaken within a connected third party application or service and which have been facilitated by the Software instant messaging functionality, etc.). You also authorize RIM to disclose such information to the applicable Third Party Service providers for activation, billing, provision, maintenance and deactivation purposes. If You use Third Party Services and Third Party Software on or in connection with Your BlackBerry Handheld Product, third parties may be able to read, access, export and otherwise Process data (including personal information) stored on Your BlackBerry Handheld Product. Such third party services that are accessed are not under RIM's control. If Your personal information is disclosed to Your Airtime Service Provider, or third parties with products or services used with Your BlackBerry Solution, Your use is subject to applicable agreement(s) and privacy policies of such third parties, and You should review such terms before using Third Party Services and Third Party Software. You should review the options or help menu of Your Handheld Product in order to learn more about, and where applicable, adjust permissions granted and available controls upon such Third Party Services and Third Party Software.
- (f) Cookies and Similar Technologies. RIM Group of Companies may use "cookies" (small pieces of data stored on your computer or Handheld Device) or similar tools using anonymized information to enable You to sign in to certain services to protect both You and RIM, help make RIM Services easier to use or tailor Your experience, or for analytics to help us understand how users engage with our RIM Services and the BlackBerry Solution and to improve their features. Please check the settings in Your Handheld Product browser regarding how to remove or block browser cookies.
- (g) Support and Quality Assurance. If You contact RIM for support or repair of Your Handheld Product, or send diagnostics or other technical information to RIM through email or logging tools provided by RIM for such purposes, You agree that RIM Group of Companies may collect technical information like Handheld Product PIN number, hardware ID and model number, memory status, operating system and environment information, battery status, Wi-Fi, radio or wireless strength and connections, list of installed applications, program or application usage information, data regarding processes running and device configuration, system events, and other information regarding the condition of your BlackBerry product that may be helpful for the diagnostics purposes. Such information will be used for the purposes of troubleshooting, customer support, software updates, and improvement of RIM products and services in accordance with RIM's Privacy Policy. If analysis indicates that a third-party product is involved, RIM may send certain diagnostic or technical information to the third party vendor of the product as part of the troubleshooting process. You acknowledge and agree that calls with RIM and its service providers may be recorded for training, quality assurance, customer service and reference purposes.
- (h) Location Data. RIM Group of Companies may provide certain features or services that rely upon location information using GPS or similar satellite services (where available) or crowd-sourced Wi-Fi access points and cell tower locations. For example, where available certain features of the Software or BlackBerry Solution may allow You to share Your location with your contact(s), or to locate, send a message to, play a sound on, or remotely lock or wipe Your Handheld Product (subject to Airtime Service Provider coverage, the condition of Your Handheld Product, and system resources at the time of the request). Other BlackBerry Solution features or products may also collect anonymized route and directional information (e.g. BlackBerry Traffic) or location search queries to facilitate or improve RIM Services that You utilize. To provide such features or services, Handheld Product location information (including GPS information, carrier ID, tower ID, Basic Service Set Identifier ("BSSID"))

of Wi-Fi access points, and signal strength of visible Wi-Fi access points or cell towers) may be communicated to RIM Group of Companies when You use Your Handheld Product or enable data services and location-based functionality. RIM Group of Companies do not retain such information in a form that personally identifies a user, and may use such information to provide You with and improve location-based services provided by or on behalf of RIM Group of Companies or those provided by Third Party Services used with Your BlackBerry Solution. RIM Group of Companies may also use such information to create data which has been aggregated or made anonymous to provide information based and location-sensitive advertising. Please review the options or help menu of BlackBerry Handheld Software regarding how to choose to turn off or adjust on-device location features, or to uninstall from Your Handheld Product applications that may use location information. When using Third Party Services that use or provide location data, You are subject to and should review such third party's terms and privacy policy on use of location data by such Third Party Services, and You should give due consideration before agreeing to have Your location information disclosed to other persons.

- (i) **International Transfers.** You consent and agree that to provide the BlackBerry Solution and the RIM Services (including "cloud based" and remote access, storage or back-up functionality), RIM Group of Companies may Process data, which may in some cases include personal information and the content of communications, on servers operated by or on behalf of RIM Group of Companies inside or outside the jurisdiction in which Users are situated, including, in Canada, the United States, the United Kingdom, Singapore or other countries where there are facilities operated by or on behalf of RIM Group of Companies. If Users are residents of the European Economic Area or any jurisdiction for which consent is required to transfer personal information outside of that jurisdiction or region, You consent to such Processing and warrant that You have obtained all consents necessary under applicable law from Your Users to do so.

25. **User Data.** In addition to any disclosures authorized by Section 24, You and Your Authorised Users consent and agree that the RIM Group of Companies may access, preserve, and disclose Your or Your Authorised Users' data, including personal information, contents of your communication or information about the use of Your BlackBerry Solution functionality and the services or software and hardware utilized in conjunction with Your BlackBerry Solution where available to RIM ("User Data"), to third parties, including foreign or domestic government entities, without providing notice to You or Your Authorized Users under the laws of countries where the RIM Group of Companies and its service providers, other partners and affiliates are located in order to: (i) comply with legal process or enforceable governmental request, or as otherwise required by law; (ii) cooperate with third parties in investigating acts in violation of this Agreement; or (iii) cooperate with system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. You warrant that You have obtained all consents necessary under applicable law from Your Authorised Users to disclose User Data to the RIM Group of Companies and for the RIM Group of Companies to collect, use, process, transmit, and/or disclose such User Data as described above.

26. **Assignment and Delegation.** RIM may assign this Agreement without notice to You. You shall not assign this Agreement in whole or in part without the prior written consent of RIM (such consent may be withheld or conditioned at RIM's discretion) and any assignment without RIM's prior written consent shall be null and void and of no effect. RIM may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.

27. **Notices.** Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail or its equivalent, return receipt requested, and addressed to You at the billing address supplied to RIM by You, and addressed to Research In Motion UK Limited, 200 Bath Road, Slough, Berkshire, United Kingdom SL1 3XE, Attention: Managing Director; in the case of RIME at the address listed at

<http://www.blackberry.com/legal/rime>; and in each case with a copy (which will not constitute notice) to RIM's Chief Legal Officer at 295 Philip Street, Waterloo, Ontario, Canada N2L 3W8. In addition to the foregoing, RIM may, at its option, give You any notice under this Agreement electronically. Electronic notice to You shall be deemed to have been duly given when transmitted to an email address furnished by You to RIM and if You have provided RIM with no such address, notice may be duly given when prominently posted on <http://www.blackberry.com/legal/>.

28. Force Majeure. Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfil its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing non-performance of any obligation by either Party to make payment to the other Party under this Agreement.

29. General.

- (a) Third Party Beneficiaries. RIM's affiliates and RIM and its affiliates' directors, officers and employees thereof are intended third party beneficiaries for the purpose of the Sections of this Agreement entitled, "Safety Info Related to Use of Technologies" (Section 8(b)), "Indemnity/Liability" (Section 19), "Limitation of Liability" (Section 23) and "Disclaimer" (Section 22). The Content suppliers for RIM Services are third party beneficiaries of the protections and restrictions on use of their Content set out in "Rules of Use of BlackBerry Solution" (Section 3) and "Intellectual Property" (Section 11). Except as otherwise specifically stated in this Section, the provisions herein are for the benefit of the Parties and not for any other person or entity.
- (b) Waivers of Default. No Party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorised signatory of the Party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.
- (c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement, including, the indemnity sections.
- (d) Governing Law and Dispute Resolution. This Agreement is to be governed by and construed under the laws of England and Wales, excluding any body of law governing conflicts of law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, which the Parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the Parties. The Parties, through their upper management level representatives, which if You are an individual, is You, shall meet within thirty (30) days of the dispute being referred to them and if the Parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, except to the extent specifically prohibited by applicable law in Your jurisdiction, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in London, England in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") and shall be heard by one arbitrator appointed in accordance with the said ICC Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which the arbitrator shall be nominated by the President of the British Computer Society (or by a person duly appointed by the President to act on his or her behalf) on the application of either Party for the time being in force, which rules are deemed to be

incorporated by reference in this clause. If the provisions of the foregoing are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Your jurisdiction; (ii) settled by arbitration in accordance with the Rules of the International Commercial Arbitration Court of the Chamber of Commerce and Industry (the "Ukrainian Rules"); and (iii) heard by one arbitrator appointed in accordance with the Ukrainian Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. Each Party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding: (i) amounts owed by You to RIM in connection with Your acquisition of Your BlackBerry Solution or any portion thereof, if applicable; and (ii) Your violation or threatened violation of the Sections of this Agreement entitled "Rules of Use for Your BlackBerry Solution" (Section 3), "Software and Documentation License" (Section 2), "Intellectual Property" (Section 12), "Export, Import and Use Restrictions and U.S. Government Licenses" (Section 12), "Security" (Section 13), "Confidentiality and No Reverse Engineering" (Section 15), and "Effect of Termination" (Section 18). You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent and attorn to the jurisdiction of the courts located in England for any such claims arising from or related to this Agreement. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.

- (e) Severability. To the extent any section, clause, provision or sentence or part thereof ("Part") of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Agreement; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.
- (f) Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.
- (g) Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement (other than this Agreement) provided in the packaging or accompanying materials of any portion of Your BlackBerry Solution, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to the Software, the provisions of such other license or end user agreements shall apply to the extent of the inconsistency. In the event of any inconsistency between any documentation provided in the packaging of any portion of Your BlackBerry Solution and the Documentation for

the appropriate RIM Product or item of Software, the provisions of the Documentation shall apply to the extent of the inconsistency.

- (h) Entire Agreement. This Agreement (which for the purposes of any Addenda hereto, shall in relation to the subject matter of that Addenda, include the terms of the Addenda), constitute(s) the entire agreement between the Parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or agreements between the Parties relating to the Software other than as set out in this Agreement. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other portions of Your BlackBerry Solution. This Agreement supersedes any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the Parties, whether oral or written, with respect to the subject matter hereof, and You acknowledge that You have not relied on any of the foregoing in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the Parties. Except to the extent that RIM is expressly precluded by applicable law, RIM further reserves the right to, within its sole discretion, make changes to this Agreement on a prospective basis, including to reflect changes in or required by law (including, changes to ensure the enforceability of this Agreement) or changes in business practices, by providing You with reasonable notice of the change either electronically (as contemplated by the Notice provision above) or by posting notice of the change at <http://www.blackberry.com/legal> and You should regularly review that site for changes. If You continue to use the Software and/or the RIM Service more than sixty (60) days after notice of the change has been given, then You shall be deemed to have accepted those changes. If You have a concern about the change(s) please contact [legalinfo@rim.com](mailto:legalinfo@rim.com) within sixty (60) days after notice of the change(s) has been given to inquire as to Your options.
- (i) Compliance With Laws. You will, at Your expense, obtain and maintain all licenses, registrations and approvals required by the government authorities or applicable law in Your jurisdiction for the execution and performance of this Agreement or any related license agreements. In particular and for the avoidance of doubt, You will comply with all applicable laws and regulations in the installation and use of Your BlackBerry Solution, including obtaining any necessary license, registration and approval from competent government authorities for the importation and use of any Software that contains commercial encryption or other security function required by applicable law. You will provide RIM with the assurances and official documents that RIM periodically may request to verify Your compliance with this obligation. Without limiting the foregoing, as certain RIM Services and Third Party Services may be accessed globally, if You choose to access RIM Services or Third Party Services from locations other than the countries for which RIM or the applicable third party indicates those RIM Services or Third Party Services are made available, You do so on Your own initiative and You are responsible for compliance with all relevant laws and regulations, including those relating to the export, import, use, transmission and/or communication of the applicable RIM Service, or Third Party Service, and associated Content, Third Party Items or Software. Further, RIM makes no representation that all Software and Third Party Items associated with or made available through a RIM Service(s) (eg through a RIME Store and or purchased using the BlackBerry Payment Service) are appropriate or available for use in all locations, You agree that neither You nor Your Authorized Users shall download or otherwise access Software or Third Party Items, or attempt to do so, from locations where doing so is illegal. Without limiting the foregoing, If applicable law prohibits You or an Authorized User from using video calling features such as video chat or MVS functionality of BlackBerry Handheld Software, including because peer-to-peer, video or Internet-based functionality is not permitted in Your jurisdiction, because You or an Authorized User are under a prescribed age limit, or because of laws related to Emergency Services, then neither You nor Your Authorized

Users may download or use these Software features or products and/or that it is Your responsibility to make alternative arrangements to access Emergency Services.

- (j) Extended Meanings. The term "includes" or "such as" shall be construed as meaning "includes without limitation" and "such as without limitation", as the case may be.

30. Amalgamation of Agreements. In order to ensure: (a) consistent terms apply to BlackBerry PC Software, BlackBerry Server Software and BlackBerry Handheld Software, when each is used as part of Your BlackBerry Solution; and (b) clarity with respect to which license terms apply to BlackBerry Handheld Software when used as part of Your BlackBerry Solution, regardless of the manner in which You provisioned that BlackBerry Handheld Software, BY INDICATING YOUR ACCEPTANCE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN THE MANNER SET OUT ABOVE, YOU ARE ALSO AGREEING THAT: I) THIS AGREEMENT REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS, ANY PREVIOUSLY EXISTING BLACKBERRY SOFTWARE LICENSE AGREEMENTS OR BLACKBERRY SOLUTION LICENSE AGREEMENT, AND ANY BLACKBERRY PROSUMER SERVICES AGREEMENT, WITH YOU FOR THE SOFTWARE OR RIM SERVICES; AND II) THIS VERSION OF THE BBSLA SUPERCEDES THE FOLLOWING ADDENDUMS AND ADDITIONAL TERMS: BLACKBERRY APP WORLD AND BLACKBERRY PAYMENT SERVICE ADDENDUM, BLACKBERRY ID TERMS AND CONDITIONS, BBM MUSIC ADDENDUM, BLACKBERRY PROTECT ADDENDUM, BLACKBERRY TRAVEL ADDENDUM, VIDEO CHAT SOFTWARE ADDITIONAL TERMS, BLACKBERRY MESSENGER SOFTWARE ADDITIONAL TERMS, IN EACH CASE SOLELY TO THE EXTENT SUCH AGREEMENTS AND ADDENDA ARE OTHERWISE APPLICABLE, AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF YOUR BLACKBERRY SOLUTION.

All references to the BlackBerry End User/Software License, BlackBerry Enterprise Server Software License Agreement, BlackBerry Software License Agreements or BlackBerry Solution License Agreement in other agreements, addendums, or documentation that You have with RIM for Your BlackBerry Solution, shall be deemed to be references to this BlackBerry Solution License Agreement (except to the extent, such reference would not make sense in the context, e.g. where, as in this provision, a distinction is intended to be made between the previously existing agreements and the BlackBerry Software License Agreements, references to the previously existing agreements would not be deemed to be references to the BlackBerry Software License Agreements).

Any amendments or addendums to the previously existing BlackBerry End User/Software License or Blackberry Enterprise Software License Agreements or BlackBerry Software License Agreements or BlackBerry Solution License Agreement under which RIM supplied any software to You, shall be deemed to be amendments or addendums to this Agreement.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OR CONDITIONS OF THIS AGREEMENT, PLEASE CONTACT RIM AT [legalinfo@rim.com](mailto:legalinfo@rim.com).