

## **BLACKBERRY APP WORLD CLIENT SOFTWARE ADDENDUM TO THE BBSLA**

THE BLACKBERRY APP WORLD CLIENT SOFTWARE ("CLIENT SOFTWARE") AND THE RIM SERVICES THAT THE CLIENT SOFTWARE PROVIDES TO YOU TO ENABLE YOU TO ACCESS AND USE THE BLACKBERRY APP WORLD ARE PROVIDED TO YOU AS "SOFTWARE" AND "SERVICES", RESPECTIVELY, UNDER THE TERMS AND CONDITIONS OF RIM'S BLACKBERRY SOFTWARE LICENSE AGREEMENT ("BBSLA") AS MODIFIED BY THIS ADDENDUM.

**TO THE EXTENT NOT SPECIFICALLY PROHIBITED BY THE LAWS OF YOUR JURISDICTION, THE CLIENT SOFTWARE IS MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.**

THIS ADDENDUM AND THE BBSLA COLLECTIVELY FORM THE "AGREEMENT" FOR THE CLIENT SOFTWARE AND SERVICES. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS USED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO SUCH CAPITALIZED TERMS IN THE BBSLA. IF YOU HAVE JUST ACQUIRED YOUR BLACKBERRY HANDHELD PRODUCT, THE CURRENT VERSION OF THE BBSLA IS THE SOFTWARE AGREEMENT YOU WERE REQUIRED TO AGREE TO IN ORDER TO USE YOUR BLACKBERRY HANDHELD SOFTWARE. A PRINTABLE COPY OF THIS AGREEMENT CAN ALSO BE FOUND AT [WWW.BLACKBERRY.COM/LEGAL](http://WWW.BLACKBERRY.COM/LEGAL) OR BY CONTACTING RIM AT [LEGALINFO@RIM.COM](mailto:LEGALINFO@RIM.COM). IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT [LEGALINFO@RIM.COM](mailto:LEGALINFO@RIM.COM).

BY AGREEING TO THIS AGREEMENT BY CLICKING "I ACCEPT" BELOW, YOU INDIVIDUALLY, OR IF YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR ANOTHER ORGANIZATION, THEN THE ENTITY FOR WHOSE BENEFIT YOU ACT (IN EITHER CASE "YOU"), ARE AGREEING TO BE BOUND BY THIS AGREEMENT. PLEASE NOTE THAT YOU MUST BE OF THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THIS AGREEMENT. IF YOU ARE NOT OF THE AGE OF MAJORITY, IN ORDER FOR YOU TO OBTAIN THE CLIENT SOFTWARE YOUR GUARDIAN MUST ENTER INTO THIS AGREEMENT AND AUTHORIZE YOUR USE OF THE CLIENT SOFTWARE AS AN "AUTHORIZED USER".

IF YOU ARE NOT PREPARED OR AUTHORIZED TO AGREE TO THIS AGREEMENT, DO NOT USE THE CLIENT SOFTWARE OR ANY PORTION THEREOF, AS YOU HAVE NO RIGHT TO DO SO.

### **1. DEFINITIONS**

**"BlackBerry App World Client Software"** or **"Client Software"** is BlackBerry Handheld Software which facilitates access to and use of the BlackBerry App World.

**"BlackBerry App World"** means the RIM owned and constructed storefront portal through which Products and My World repository are made available to You.

**"Free Products"** means Products for which no fee is charged to You for the distribution of the Product through the BlackBerry App World.

**"Kiosk"** has the meaning set out in section 3.

**"MoR"** means any entity, other than RIM, that operates or otherwise controls a Kiosk and, in the case of Paid Products made available through such Kiosk, acts as the merchant and/or seller of record for sales of Products and may provide associated ecommerce functionality to support the sale of such Paid Products.

**"My World"** has the meaning set out in section 10.

**"Paid Products"** means Products for which a fee is charged in relation to the distribution or sale of the Product through an MoR Kiosk on the BlackBerry App World.

**"Products"** has the meaning set out in section 3.

**2. TERRITORY.** The version of the Client Software provided to You in association with this Agreement is operational only in Canada, the United States of America and the United Kingdom (the **"Territory"**). In addition, Products made available through the BlackBerry App World will not be available to users in every country or geographical location.

**3. APP WORLD KIOSKS AND PRODUCTS.** The BlackBerry App World is a RIM proprietary storefront comprised of various stores (**"Kiosks"**) through which Software, Third Party Software, Third Party Content, and Third Party Services (collectively **"Products"**), supplied by various vendors (**"Vendors"**), are made available to You. Except as expressly set out herein, all of the terms and conditions respecting Third Party Software, Third Party Content and Third Party Services in the BBSLA apply to the corresponding types of Products. Products acquired from the BlackBerry App World may also provide You with access to Other Sites (as defined in the BBSLA), which access is subject to the terms and conditions set out in the BBSLA.

**4. ADDITIONAL AGREEMENTS FOR PAID PRODUCTS.** Kiosks that sell Paid Products through the BlackBerry App World are not run by RIM, and these Kiosks shall be deemed to constitute Linked Sites under the BBSLA, and the MoRs operating Kiosks and the payment processors that facilitate your purchases shall be deemed to be providing You with Third Party Services. In order to purchase a Paid Product through the BlackBerry App World, you will need to agree to further terms and conditions (**"Terms of Sale"**) that will be presented to you by the relevant MoR for the applicable Kiosk during the check out process. The payment methods for particular Kiosks will be determined by the MoR for that Kiosk, and You may also be required to have an account with a payment processor, such as PayPal, Inc. (**"PayPal"**), in order to make purchases on a Kiosk.

**5. END USER LICENSE AGREEMENTS FOR THIRD PARTY SOFTWARE, THIRD PARTY CONTENT AND THIRD PARTY SERVICES.** Each Product made available to You through the BlackBerry App World may be subject to an additional agreement between You and the Vendor of that Product (the **"Vendor Terms"**). Unlike other Third Party Software made available to You by way of BlackBerry Handheld Software, if no Vendor Terms are provided with the Third Party Software, such software shall not be subject to the terms of the BBSLA as though it were Software. For clarity, if Vendor Terms apply to any Product, then the provisions of this Agreement related to Software, Third Party Software, Third Party Content and Third Party Services will still apply and in no event shall such Vendor Terms or any other additional terms and conditions between You and a Vendor, MoR or payment processor be binding on RIM or impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon RIM whatsoever. Notwithstanding any term or condition in the Vendor Terms, You agree and represent that You will acquire Products only for Your own personal use and not for sale or resale and that You will download, install and/or use the Products made available to You through the BlackBerry App World only on a BlackBerry Handheld Software platform operating on a Handheld Product.

**6. NO REVERSE ENGINEERING OF PRODUCTS.** Except to the extent that RIM is expressly precluded by law from prohibiting these activities, You agree that neither You nor Your Authorized Users

will alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer (as defined in the BBSLA) the Products, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same.

**7. SUPPORT/WARRANTY.** You will solely have the benefit of the Vendor's warranty (if any) for the Products made available through the BlackBerry App World. Warranties vary between Vendors and even between jurisdictions for a particular Vendor. You should refer to the relevant documentation or Vendor Terms to find out what support a Vendor is offering on any particular item or its services, and Your rights in relation to support and warranties. Unless otherwise agreed, or required by applicable law, any warranties provided in relation to the Products made available through the BlackBerry App World extend to End Users only and not to any other party.

**8. MoR AND RIM RESPONSIBILITIES FOR PRODUCTS.** Neither MoRs nor RIM have technical expertise with respect to a Vendor's Third Party Software, Third Party Content or Third Party Services. Except to the extent expressly required by law, or by an MoR's Return Policy (if any) for the specific software or content, neither the MoRs, nor RIM either acting on its own account or as a service provider for an MoR, shall have any obligation to provide any operational or technical support or refund for the Third Party Software, Third Party Content or Third Party Services made available through the BlackBerry App World.

**9. SYSTEM REQUIREMENTS, AIRTIME SERVICE CHARGES.** Certain Products may require airtime services or the support of Your Airtime Service Provider or are only compatible with specific models of Handheld Products. Vendors are required to provide You with notice if the use of their Products involves the potential for airtime service charges. Airtime service charges may be charged in relation to Your downloading Products to Your Handheld Product over a wireless network. As between RIM and You, You agree that You are responsible for all airtime service charges incurred through your downloading or use of Products.

**10. "MY WORLD" REPOSITORY AND USAGE RULES.** Airtime Service Provider charges may apply to downloads of Products. Once You download a Product through the BlackBerry App World, it becomes your responsibility and RIM shall not be liable to you for any loss, destruction, or damage to any such Product. The BlackBerry App World does include a "**My World**" repository that enables You to uninstall and reinstall the Products You acquire through BlackBerry App World on Your Handheld Product. Both Paid Products and Free Products may be reinstalled using the My World repository. However, given that there is less information available to RIM to associate You with the Free Products You acquire through BlackBerry App World, there are fewer available features for Free Products in Your My World repository and certain additional restrictions may apply (see the Help option within BlackBerry App World for additional information). You may currently also install Paid Products stored in Your My World repository on up to three different Handheld Products with a compatible BlackBerry Handheld Software platform in any twelve month period following the date of purchase of the applicable Paid Product, but You cannot install any Product stored in Your My World repository on more than one Handheld Product at a time.

You acknowledge and agree that: (i) the rules and features of My World may change from time to time, and agree to comply with the then current rules as set out in the BlackBerry App World; and (ii) RIM has the right to collect, store and use the device information for the Handheld Product onto which the Products You acquire are downloaded and installed and, information identifying You or Your transactions on BlackBerry App World that You provide to RIM and/or to any MoR or payment processor, or that the MoR or payment processor generates or otherwise supplies directly or indirectly to RIM, in connection with Your acquisition of Products through the App World, in order to associate You or Your Handheld Product with such acquisitions, and thereby enable You to use the My World functionality. RIM may use security technology or software to implement the rules for My World and You will not attempt to, encourage or assist any other

person to, circumvent or modify any such security technology or software. Doing so may be a violation of law as well as a breach of this Agreement.

**11. UPGRADES.** From time to time, an upgrade to the latest version of the Client Software may be required in order to access and/or make transactions on the BlackBerry App World through the Client Software.

**12. LIMITED SUPPORT.** RIM will be responsible for: (a) limited support services with respect to Product download issues only; and (b) front line support services for technical problems with the Client Software that You may encounter. Please refer to our BlackBerry App World support page at [blackberry.com/appworld/support](http://blackberry.com/appworld/support) for support services that are currently available.

**13. NO WARRANTY, NO REPRESENTATION.** If, other than as expressly contemplated by this Agreement, the Client Software fails to operate in accordance with the Documentation within the ninety (90) days following the date You install it on Your Handheld Product, You may contact RIM and RIM shall use commercially reasonable efforts to correct or provide You with a workaround for the 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 telephone 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). The Client Software is provided to You as a free addition to RIM's BlackBerry Handheld Software and facilitates Your use of the BlackBerry App World to acquire Products. Accordingly, to the extent not specifically prohibited by the laws of Your jurisdiction: (a) this provision replaces and supersedes any express warranty for the BlackBerry Handheld Software set out in the BBSLA for the Client Software, and sets out Your sole remedy for any problems You encounter with the Client Software; (b) the Client Software is made available to You "AS IS" and "AS AVAILABLE"; and (c) RIM makes no representation or warranty about: (i) the suitability for any particular use or purpose of any Products acquired by You from the BlackBerry App World; or (ii) that the Products will not be considered by You to be offensive, indecent or otherwise objectionable.

**14. LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF LIABILITY.** IN ADDITION TO THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ON LIABILITY SET OUT IN SECTION 13 ABOVE AND IN THE BBSLA, RIM IS NOT RESPONSIBLE FOR THE AVAILABILITY, USE, PERFORMANCE OR NON-PERFORMANCE OF THE CLIENT SOFTWARE, BLACKBERRY APP WORLD OR ANY PORTION THEREOF, THIRD PARTY SOFTWARE, THIRD PARTY CONTENT, THIRD PARTY SERVICES, LINKED SITES, OR OTHER SITES AND/OR THE ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION THE NEGLIGENT AND/OR WRONGFUL ACTS, OF A VENDOR, PAYMENT PROCESSOR, OR MoR, AND RIM WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE CLIENT SOFTWARE, BLACKBERRY APP WORLD OR ANY PORTION THEREOF, THIRD PARTY SOFTWARE, THIRD PARTY CONTENT, THIRD PARTY SERVICES, LINKED SITES OR OTHER SITES AND/OR THE ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION THE NEGLIGENT AND/OR WRONGFUL ACTS, OF MoRS, VENDORS, OR PAYMENT PROCESSORS, REGARDLESS OF THE CAUSE OF ACTION THAT GIVES RISE TO SUCH DAMAGES AND REGARDLESS OF WHETHER RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, RIM DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE CLIENT SOFTWARE AND BLACKBERRY APP WORLD, OR ANY PORTION THEREOF, WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND RIM DISCLAIMS ANY LIABILITY RELATING THERETO. RIM DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE CLIENT SOFTWARE OR THE BLACKBERRY APP WORLD, OR ANY PORTION THEREOF, WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME RIM MAY REMOVE A PRODUCT FROM THE BLACKBERRY APP WORLD OR MY WORLD, AND WHERE LEGALLY REQUIRED OR

WHERE A PRODUCT IS CAUSING DAMAGE TO HANDHELD PRODUCTS OR OTHERWISE NEGATIVELY IMPACTING THE OPERATION OF YOUR AND/OR OTHER USERS' BLACKBERRY SOLUTION, MAY REMOVE A PRODUCT FROM YOUR HANDHELD PRODUCT, SUSPEND ACCESS TO THE CLIENT SOFTWARE AND/OR BLACKBERRY APP WORLD FOR INDEFINITE PERIODS OF TIME OR CEASE TO MAKE THESE AVAILABLE TO YOU AT ANY TIME, WITHOUT NOTICE TO YOU, AND YOU WILL HAVE NO RECOURSE AGAINST RIM SHOULD THIS OCCUR. YOU ACKNOWLEDGE AND AGREE THAT RIM WOULD HAVE TO CHARGE SIGNIFICANT FEES FOR THE CLIENT SOFTWARE AND ACCESS TO BLACKBERRY APP WORLD AND RIM MIGHT NOT BE ABLE TO OFFER THE CLIENT SOFTWARE AND BLACKBERRY APP WORLD AT ALL IN THE ABSENCE OF SUCH DISCLAIMERS, LIMITATIONS AND EXCLUSIONS.

**15. INTELLECTUAL PROPERTY.** You agree that the Client Software, including but not limited to Software, graphics, audio clips, and editorial content, contains proprietary information and material that is owned by RIM and/or its licensors and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Client Software in compliance with the terms of this Agreement. Without in any way limiting the foregoing, You expressly waive and relinquish any right You may have to copy or adapt any part of the Client Software pursuant to any right You may have under section 61 of the Hong Kong *Copyright Ordinance* (Chapter 528) or any other local legislation. If You breach, misappropriate or otherwise infringe RIM's confidential information, intellectual property or other proprietary rights (collectively, "IP Breach") and a court in Hong Kong is unable or unwilling to grant an injunctive order to stop such IP Breach, You acknowledge that RIM will have the right to receive liquidated damages from You in the amount of US \$5,000 per day during the period of such IP Breach.

**16. TERMINATION.** In addition to RIM's termination rights under Section 18 below and in the BBSLA, because of the nature of the BlackBerry App World and Products RIM reserves the right, in its sole discretion, but has no obligation, to change, suspend, remove, disable, limit, preclude or terminate Your access to the BlackBerry App World, Third Party Software, Third Party Content, Third Party Services, Linked Sites or other materials comprising or made available through the BlackBerry App World or any portion thereof, at any time and for any reason, including, without limitation, disabling or removing the operation of any such materials that have already been installed on a Handheld Product, at any time and without notice, including but not limited to where You have failed, or where RIM suspects that You have failed, to comply with any of the provisions of this Agreement. Where feasible, RIM will use commercially reasonable efforts to provide You with notice of any such termination. In the event of termination, You will remain liable for all amounts due in relation to Products You retain that have been charged to Your authorized mode of payment within the BlackBerry App World up to and including the date of termination.

**17. CONFLICT.** If any of the terms and conditions of this Addendum conflict with the terms and conditions of the BBSLA or with any other addendum or amendment to the BBSLA, these terms and conditions shall govern to the extent of the inconsistency, but only as they apply to the Client Software.

**18. YOUR PERSONAL INFORMATION, PRIVACY POLICY.**

**A.** In addition to the provisions pertaining to the collection, use, processing, transmission, and/or disclosure of personal information in the BBSLA, and for the purposes of this Addendum, Your personal information shall include without limitation Your authorized payment method account details and/or PayPal account related information, device information, phone number currently assigned to your device at the time of download of Paid Products by You, device location information and information relating to Products that You have downloaded through BlackBerry App World, and other Kiosk transaction-related information that you provide to RIM or the MoR or that is otherwise collected through your use of BlackBerry App World. You authorize the: (a) collection; (b) use; (c) processing; (d) transmission (including transfer between countries); and/or (e) disclosure of Your personal information to, and/or by, RIM, third parties retained by

RIM, MoRs, Vendors whose Products You have licensed or purchased, and/or Your payment processors including without limitation PayPal in order to: (i) facilitate access to the BlackBerry App World; (ii) conduct processing related to paid transactions or renewals through a Kiosk; (iii) improve BlackBerry App World; (iv) enforce licensing restrictions; (v) enable the functionality of Your My World repository (as further described under the heading My World below); (vi) enforce security and prevent fraud; and (vii) ensure that the Products You purchase are used in accordance with the Vendor Terms; and for any purpose related to the processing, delivery, or ancillary fulfilment or support services for Your use of BlackBerry App World (the "**Purposes**"), in accordance with this Agreement and RIM's Privacy Policy. If You are a resident of the Hong Kong Special Administrative Region of the People's Republic of China ("SAR"), You agree that RIM may process, transmit and disclose any "personal data" (as defined in the *Personal Data (Privacy) Ordinance* (Chapter 486 of the Laws of Hong Kong)), including transmission of such information to the United States of America, Canada or any other country or countries nominated by RIM. You warrant that you have obtained all consents necessary under applicable law to disclose such personal information for the Purposes.

You agree that Your personal information, as provided by You to RIM, will be accurate, current, and complete at all times. RIM may terminate Your license to utilize the Client Software if Your personal information is false, inaccurate, incomplete or not current. You agree that RIM and the MoR may store and use Your personal information for accessing App World, processing transactions, order fulfilment and billing fees and other applicable charges to Your authorized mode of payment. Except as otherwise expressly provided for in this Agreement, any information collected through the use of the Client Software is subject to the BBSLA's provisions regarding the collection, use, processing, transmission, and/or disclosure of Your personal information.

If You submit reviews of Products available through BlackBerry App World ("**Reviews**"), You consent to the collection, use and disclosure of the information submitted for review and comment by others, and agree that You shall not have any intellectual property rights or other proprietary rights in or to the Reviews, and in the event You do acquire any such rights You hereby agree to assign these to RIM.

**B. Your consent to share PayPal Information:** Notwithstanding the foregoing regarding "My World" usage rules and personal information, with respect to PayPal, You agree to allow PayPal to share Your email address and a number PayPal generates to identify Your PayPal Account with RIM, solely to allow RIM to use it to provide You with a My World repository for Products purchased by You through the BlackBerry App World.

I have reviewed this Agreement and am prepared and authorized to accept a license for the Client Software on the terms and conditions set out in this Agreement.