

BBM MUSIC ADDENDUM TO THE BLACKBERRY ID AGREEMENT ("ADDENDUM")

BBM Music is a monthly music subscription service that, subject to the BBM Music Usage Rules, enables You to access both music You select and music selected by Your BBM Music friends who are also subscribers. For a detailed description of BBM Music and the BBM Music Usage Rules, please refer to the Help menu of the BBM Music Software ("BBM Music Usage Rules").

Research In Motion E-Commerce Inc., Research In Motion E-Commerce Corporation, or Research In Motion E-Commerce S.à.r.l., whichever entity makes BBM Music available in Your jurisdiction (as set out at www.blackberry.com/bbmmusic/eula (in any case "**RIM-E**") is pleased to make available to You individually ("**You**") the BBM Music software (the "**BBM Music Software**"), which facilitates access to the BBM Music subscription-based music service (the "**BBM Music Service**", and together with the BBM Music Software, "**BBM Music**").

1. **BlackBerry ID Agreement.** IN ORDER TO PARTICIPATE IN BBM MUSIC YOU MUST HAVE A VALID BLACKBERRY ID AND BLACKBERRY ID AGREEMENT IN GOOD STANDING. The current version of the BlackBerry ID Agreement is the agreement under which RIM makes available BlackBerry ID Accessible Services to BlackBerry ID holders and, as modified by this Addendum, it applies to BBM Music (collectively, the BlackBerry ID Agreement and this Addendum form the "**BBM Music Agreement**"). If You did not enter into the BlackBerry ID Agreement with RIM-E, but with an affiliate of RIM-E, You agree that for the purposes of the BBM Music Agreement, the terms and conditions of that agreement are part of this BBM Music Agreement, but solely between You and RIM-E. In the event of a conflict between the BlackBerry ID Agreement and this Addendum, this Addendum shall prevail but solely to the extent of the conflict.

Effect of Clicking "I Agree". By clicking "I Agree" below, You acknowledge that You have read, understood and agree to be bound by and comply with the BBM Music Agreement. **IF YOU DO NOT AGREE TO THE BBM MUSIC AGREEMENT, YOU MAY NOT ACCESS OR USE THE MEMBER SERVICES MADE AVAILABLE THROUGH BBM MUSIC.** IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS BBM MUSIC AGREEMENT, PLEASE CONTACT RIM AT legalinfo@rim.com.

Only under this Addendum for BBM Music: (i) the BBM Music Software constitutes 'BlackBerry Handheld Software'; (ii) the BBM Music and BlackBerry Device are included in 'Your BlackBerry Solution'; (iii) the BBM Music Service constitutes 'Services'; and (iv) all music and cover art provided as part of BBM Music constitute 'Third Party Content'.

2. **Requirements for BBM Music.** In order to access BBM Music, You must have (i) a BlackBerry Device with OS version 5.0 or higher (ii) BlackBerry Messenger (BBM) client version 6.0 or higher software installed on Your BlackBerry Device, and (iii) a copy of BlackBerry App World (BBAW) version 3.0 or higher on Your BlackBerry Device.

3. **Availability of BBM Music Service.** BBM Music is not available in all jurisdictions, and the music and other Third Party Content available to You may vary depending on the country where You reside because RIM-E's authorization to deliver certain items of Third Party Content may be limited to specific jurisdictions and because certain items of Content are not permitted in all jurisdictions.

4. **Payments.** In order to acquire a Premium Account (as defined in the BBM Music Usage Rules) for the BBM Music Service, You will be required to make subscription payments to RIM-E, to an affiliate of RIM-E, or to a third party (in each case, the "**Merchant**"). The terms and conditions of such purchase (including, for example, terms regarding the method of payment, the applicable refunds and cancellation policies, the collection and

remittance of taxes, etc.) shall be subject to a separate legal agreement between You and the Merchant. Any third party entity acting as the Merchant and/or seller of record for sales associated with the BBM Music is excluded from any liability whatsoever in relation to BBM Music and is an intended third party beneficiary solely for the purpose of this clause.

5. Trial Subscriptions. RIM-E may offer You access to a Premium Account to the BBM Music Service for a limited-time free trial period. At some point during this trial period or upon the expiry of this trial period (depending on the length of the limited-time free trial period provided to You), You will be required to provide Your payment information in order to have the trial continue, and subject to BBM Music's cancellation policies, at the end of the trial period, Your trial shall convert to an automatically renewing monthly pre-paid ongoing subscription service.

6. Third Party Music Services. In certain jurisdictions, BBM Music may provide functionality that allows You to click on a link or to otherwise select music that You wish to purchase. If You make this selection, You will exit the BBM Music Service and be transferred to a third party service through which You may make such purchase ("**Third Party Music Service**"). Any purchases You make from a Third Party Music Service are solely between You and the operator of such service, and constitute a "Third Party Service" under the BBM Music Agreement.

7. Explicit Content. Some music or other Third Party Content available through BBM Music may contain explicit language or subject matter that could be considered offensive, indecent, or objectionable. Please check Your default setting for explicit content in the options menu of the BBM Music Software to ensure You are comfortable with that setting.

8. Age Restrictions and Child Supervision. If You allow Your child to listen to music on Your BlackBerry Device, it is Your responsibility to determine whether it is appropriate for Your child to listen to any particular music (including whether such access should be limited to exclude music identified as "explicit") and You are fully responsible for Your child's access to BBM Music, including all financial charges or other liability incurred in respect of such use or access. Further, BBM Music is not intended for children under the age of thirteen (13), and RIM does not in respect of BBM Music or the BBM Music Software knowingly collect personally identifying information from individuals under the age of thirteen (13).

9. Service and Content Rules. You may use the Third Party Content provided to You in connection with BBM Music solely for Your personal use (i.e. not for any commercial gain or purpose) in conjunction with BBM Music and solely in accordance with this BBM Music Agreement and the BBM Music Usage Rules. The music and other Third Party Content provided through BBM Music are protected by third party intellectual property rights. Any rights not expressly granted in this BBM Music Agreement are expressly reserved. There are severe penalties, both civil and criminal, for intellectual property infringement and nothing in this BBM Music Agreement shall adversely affect any rights and recourse to any remedies either at law or in equity, that RIM-E or its suppliers (including, without limitation, content providers) may have relating to the protection of their respective intellectual property or other proprietary rights, including, without limitation, to injunctive relief. In addition:

- (i) You agree that except to the extent they are inconsistent with these Additional Terms or the BBM Music Usage Rules, the provisions of the BBSLA that protect Software including without limitation those that restrict the use, reproduction, modification or distribution of Software either alone or as part of Your BlackBerry Solution, apply to the Third Party Content made available to You through BBM Music as if the Third Party Content were Software.
- (ii) You may establish an account for Your child, provided Your child is over the age of thirteen (13), and such child shall be the sole Authorized User of that account. For clarity, You shall not be entitled to use that account and there are no other Authorized Users for BBM Music.

- (iii) You may not use Third Party Content made available through BBM Music as a musical “ringer” in connection with mobile phone calls.
- (iv) You agree that You are responsible for all Airtime Service charges incurred through Your downloading or use of the BBM Music Software or BBM Music Service.
- (v) You may only make such copies of Third Party Content as are permitted in accordance with the BBM Music Usage Rules and these Additional Terms, or, in the case of DRM-free Third Party Content, such copies as are reasonably necessary for Your personal and non-commercial use, and You agree any other copying is expressly prohibited.
- (vi) You may not make any redistribution, reproduction, transmission, communication, sale, use, broadcast, public performance, rental or lending, adaptation, sub-license or other use of the Third Party Content provided through BBM Music without the prior written consent of the copyright owner.
- (vii) You agree that RIM-E reserves the right to modify the BBM Music Usage Rules from time to time on a prospective basis, with immediate effect during a trial period, and with effect at the commencement of the next monthly subscription period for paid subscriptions.
- (viii) You agree that content providers who license music and/or other content to RIM-E and/or its affiliates and/or its service providers (“**Content Providers**”) are intended third party beneficiaries of this section to the extent that it applies to Third Party Content and it may be enforced by the Content Providers as if each was a party to it, in accordance with this section, and in accordance with the provisions of the Contract (Rights of Third Parties) Act 1999 of England in those jurisdictions where the foregoing legislation applies.

10. Limited Support. You are entitled to receive complimentary support as further described at <http://www.blackberry.com/support/bbmmusic>. Such complimentary support is a Service under the BlackBerry ID Agreement.

11. Consent to Collection of Information. You acknowledge and agree that the Consent to Collection of Information provisions in the BBSLA apply to Your use of the BBM Music Software and BBM Music Service, and that they may involve the collection, use and disclosure of personal information to or by RIM-E or its affiliates and service providers and Third Party Content suppliers (including without limitation, Your BBM Music profile, contact list information, email addresses, display names, display pictures, status messages, playlist, membership status (e.g. trial or paid subscription), and unique device identifiers). You agree that: (a) Your BlackBerry Messenger contacts will see whether You have installed BBM Music, (b) Your BBM Music contacts may see Your BBM Music profile, playlists and songs as well as comments You make about them, (c) that when You submit comments about the playlists and songs of Your BBM Music contacts, information about You (such as Your comments, user profile name, and display picture) may be displayed to other BBM Music contacts of that individual, and (d) BBM Music may include automated functionality which performs analysis to develop recommendations based on Your music preferences and utilization of BBM Music.

12. Advertising. You agree that some of BBM Music may be supported by advertising and/or sponsorship revenue and display advertisements and promotions, which may be targeted against non-personally identifiable attributes or aggregate data collected by RIM-E and RIM or its service providers, and that RIM-E or its service providers may place such advertising on BBM Music. You also agree that RIM-E may disclose aggregated data based on Your use of BBM Music to Content Providers.

13. Cross-border Transfer of Information. By using BBM Music You agree that RIM-E and/or its affiliates and/or service providers may process and store information on servers operated by or on behalf of RIM-E in the European Economic Area (“**EEA**”), Canada, the United States or other countries where there are facilities operated by or on behalf of RIM Group of Companies and its service providers, including countries which may be outside the region in which You are situated. If You are a resident of the EEA, You consent that Your personal

information may be transferred outside of the EEA for processing and storage by RIM-E and/or its affiliates and/or its third party service providers.

I Agree

I Do Not Agree