

BLACKBERRY TRAFFIC SOFTWARE
ADDITIONAL TERMS

Research In Motion Limited or one of its affiliates ("RIM") is pleased to make available to you individually, or if you are authorized to acquire the Client Software on behalf of your company or another entity, then the entity for whose benefit you act (in either case, "You"), at no charge BlackBerry Traffic Software version 2.0.1 (the "Client Software") which facilitates using certain Handheld Products to display the estimated time of arrival to a destination based on traffic conditions ascertained from anonymized data periodically collected through use of the Client Software by You and other users and to facilitate internet local search results that You initiate (the "Information").

The Client Software is BlackBerry Handheld Software as that term is defined under the current version of RIM's BlackBerry Solution License Agreement (formerly known as the BlackBerry Software License Agreement) ("BBSLA") for Your jurisdiction and is licensed to You by RIM under the BBSLA (which incorporates by reference the RIM Privacy Policy, which may be accessed at <http://www.blackberry.com/legal/privacy.shtml> or requested by emailing legalinfo@rim.com (the "Privacy Policy")), as supplemented by the additional terms set forth below ("Additional Terms"). If You have already agreed to the terms and conditions of the BBSLA in relation to Your use of Your BlackBerry Solution (as defined in the BBSLA), then BY CLICKING "I AGREE" WHERE PROVIDED BELOW, YOU ARE ACKNOWLEDGING THAT THOSE SAME TERMS AND CONDITIONS, TOGETHER WITH THE ADDITIONAL TERMS, AUTOMATICALLY APPLY TO YOUR USE OF THE CLIENT SOFTWARE. IF YOU HAVE NOT ALREADY AGREED TO THE BBSLA, BY CLICKING "I AGREE" WHERE PROVIDED BELOW YOU ARE AGREEING TO BE BOUND BY THE BBSLA AND THE ADDITIONAL TERMS IN RELATION TO YOUR USE OF THE CLIENT SOFTWARE AND, TO ENSURE CONSISTENT TERMS APPLY TO ALL THE SOFTWARE THAT FORMS PART OF YOUR BLACKBERRY SOLUTION, YOU ARE ALSO AGREEING THAT, AS OF THE DATE OF YOUR CLICKING "I AGREE" WHERE PROVIDED BELOW, THE BBSLA APPLIES TO ALL OTHER ASPECTS OF YOUR BLACKBERRY SOLUTION AND REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING BLACKBERRY SOFTWARE LICENSE AGREEMENTS, TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE.

IF YOU DO NOT HAVE THE CURRENT BBSLA READILY AVAILABLE, IT CAN BE FOUND AT WWW.BLACKBERRY.COM/LEGAL OR BY CONTACTING RIM AT LEGALINFO@RIM.COM.

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You further acknowledge and agree as follows:

The content used in the Client Software may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results. None of RIM, NAVTEQ North America, LLC, its parent, affiliates and its suppliers shall be liable to You with respect to Your use of the content in the Client Software, including but not limited to, accuracy of the content or for damages resulting from such use.

Your installation and/or use of the Client Software may result in the collection, use, processing, disclosure and storage of Handheld Product location information and traffic speed or road segment information by RIM and its affiliates, and by Your Airtime Service Providers, and other third parties involved in providing the Information to You, including, without limitation, their affiliated companies and suppliers (hereinafter, collectively, the “Third Parties”). Such data is collected in a form that does not personally identify You, and may be (a) used by RIM and its affiliates and disclosed to the Third Parties to provide and improve location-based products and services, and (b) stored on servers operated by or on behalf of RIM or its affiliates and service providers in Canada, the United States or other countries that may have less protective data protection laws than the region in which You are situated. If You are a resident of the European Economic Area (“EEA”), You consent that such data may be transferred outside of the EEA for processing by RIM or its affiliates and service providers.

The Client Software may display information based services and location-sensitive advertising, utilizing anonymized information collected and used by RIM, its affiliates and/or Third Parties. The data that is sent to Third Parties for this purpose is not in a form which personally identifies You. No GPS data is transmitted to RIM when the Beta Software is closed. You may adjust settings for Your Handheld Product’s GPS and location functionality through the Options menu of Your device.

I Agree

I Do Not Agree