

ADDENDUM TO THE BLACKBERRY SOLUTION LICENSE AGREEMENT FOR BLACKBERRY ENTERPRISE SERVICE 12 CLOUD ("the ADDENDUM")

IMPORTANT NOTICES:

In order to access and/or use this Cloud Service (as defined below) You must agree to the BBSLA (as defined below) and this Addendum. If You do not agree to such terms and conditions, You may not access and/or use the Cloud Service. Please review the BBSLA for Your jurisdiction and this Addendum carefully prior to clicking "I Agree" below.

1. AGREEMENT.

A. Terms of Agreement.

The current version of the BlackBerry Solution License Agreement ("BBSLA") for Your jurisdiction is the agreement under which BlackBerry makes BlackBerry services and software available and, as supplemented and modified by this Addendum, it applies to Your use of the Cloud Service. The BBSLA for Your jurisdiction is available for Your review at <http://www.blackberry.com/legal/bbsla>. Collectively, the BBSLA for Your jurisdiction and this Addendum form a legal agreement (the "Agreement") between you individually, or if you are subscribing to this Cloud Service on behalf of your company or another legal entity, the company or other legal entity that you represent on whose behalf you are authorized to act (in either case "You"), and BlackBerry Limited (formerly Research In Motion Limited) or the subsidiary or affiliate thereof that enters into the BBSLA with You for Your jurisdiction ("BlackBerry"). Each of You and BlackBerry is referred to herein as a "Party" and collectively as the "Parties". In the event of a conflict between the BBSLA and this Addendum, this Addendum shall prevail, but solely to the extent of the conflict.

B. 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 this Agreement. IF YOU DO NOT AGREE TO THIS AGREEMENT OR YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU MAY NOT ACCESS AND/OR USE THE CLOUD SERVICE.

2. DEFINITIONS

All capitalized terms in this Addendum have the meanings set out in the BBSLA unless otherwise defined herein. As used in this Agreement, the following terms have the meanings set out below:

"Cloud Service" means the BlackBerry hosted service which enables mobile device management of Your and Your Authorized Users' Handheld Products, and which is currently named BlackBerry Enterprise Service 12 Cloud. As used in the BBSLA, the term "Service" includes the Cloud Service.

"Subscription" means the arrangement whereby You and a particular quantity of Your Authorized Users are authorized by BlackBerry to use the Cloud Service.

### 3. AMENDMENTS AND ADDITIONS TO THE BBSLA

#### A. Grant of License.

For the purpose of this Agreement only, Section 2(a) of the BBSLA under "Software and Documentation License" is hereby deleted in its entirety and replaced with the following:

Subject to the terms and conditions herein and payment of the Subscription fees, BlackBerry grants You a personal, non-exclusive, non-transferable, revocable license to use the Cloud Service solely for internal use by You and up to the number of Authorized Users authorized by Your Subscription. This Cloud Service is provided on a Subscription basis and therefore the license rights apply only for the time period for which You have paid the requisite Subscription fees.

#### B. Availability of Service.

The Cloud Service may not be available to You and/or Your Authorized Users in every country or geographical location.

#### C. Standard Service.

Service levels applicable to the Cloud Service, if any, are specified in BlackBerry's Service Level Policy which is available for Your review at <http://www.blackberry.com/BES12> and is incorporated herein by this reference. You acknowledge and agree that: (a) the Cloud Service is a standardized offering that is not designed or intended to be tailored for specific industries; and (b) You, and not BlackBerry, are responsible for compliance with any laws and regulations applicable to Your industry as BlackBerry makes no representation that the use of the Cloud Service will comply with laws or regulations applicable to every organization (particularly those in regulated industries). You represent and warrant to BlackBerry that: (i) You have all necessary consents to use the Cloud Service, including consent to provide any personal information that is provided to BlackBerry by You or Your Authorized Users during Your use of the Cloud Service; (ii) You are not subject to any laws or regulations that prohibit You from using the Cloud Service under the terms of this Agreement or in the country or geographical location of You or Your Authorized Users, or that impose industry-specific data security obligations inconsistent with this Agreement or the standardized nature of the Cloud Service (including without limitation, the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, or the Health Information Technology for Economic and Clinical Health Act); (iii) BlackBerry is not required to tailor the Cloud Service for Your particular industry; and (iv) BlackBerry is not required by any laws or regulations applicable to You to execute any further agreements with You to provide the Cloud Service. You agree to comply with and be responsible for any laws, regulations, filings, registrations, licenses, approvals and consents required in Your country or jurisdiction, including without limitation import, export or data privacy laws and regulations applicable to You and the use of the Cloud Service by You or Your Authorized Users, or the transfer or provision of information, data or personal information to BlackBerry. You agree that if one of Your Authorized Users makes a request to BlackBerry related to personal information obtained by BlackBerry through You or Your Authorized Users' use of the Cloud Service, BlackBerry may direct such Authorized User to

You and may advise Your Authorized Users that they should consult with You for information regarding how You handle personal information. If You are not allowed under applicable laws or regulations (including laws or regulations applicable to Your particular industry) to use the Cloud Service pursuant to the terms of this Agreement, You are not entitled to use the Cloud Service. You agree to indemnify and hold harmless BlackBerry, the BlackBerry Group of Companies (formerly RIM Group of Companies), BlackBerry's affiliates, agents, successors and assigns and each of their directors and officers for and from all liabilities, damages, losses, costs and expenses (including without limitation, reasonable lawyers' fees and costs) incurred by any of BlackBerry, the BlackBerry Group of Companies, BlackBerry's agents, successors and assigns or each of their directors and officers as a result of a misrepresentation or breach of a warranty set forth herein.

D. Your Data.

As between You and BlackBerry, You shall retain ownership of content and data generated by You or Your Authorized Users that is processed or stored on BlackBerry servers as part of Your use of the Cloud Service ("Your Data"). Your Data does not include Software or third party content licensed or otherwise supplied to You by BlackBerry or data generated by BlackBerry in the course of providing the Cloud Service (including without limitation, information that is created by the systems and networks that are used to create and transmit Your communications, such as message routing data), or data collected by BlackBerry pursuant to other agreement(s) that You or Your Authorized Users may have with BlackBerry. BlackBerry owns the aggregated and statistical data derived from the operation of the Cloud Service, including without limitation, the number of records in the Service, the number and types of transactions, configurations and reports processed in the Cloud Service and the performance results for the Cloud Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting BlackBerry from utilizing the Aggregated Data for purposes of operating BlackBerry's business, provided that BlackBerry's use of the Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Cloud Service. You agree that BlackBerry has the right to collect, copy, use, index, disclose, process, transmit, transfer, and store Your Data for the purposes of: (a) providing, delivering, operating, maintaining, improving, or updating the Cloud Service as described in this Agreement; (b) providing any technical support (including troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Cloud Service that BlackBerry and its service providers make available to you; and (c) any other purpose required by applicable law or regulation, or to which You consent. Due to the nature of the Cloud Service, You acknowledge and agree that BlackBerry may store Authorized User credentials and encryption keys associated with You and Handheld Products provisioned by or on behalf of You and Your Authorized Users to work with the Cloud Service pursuant to this Agreement. You agree that BlackBerry will act as a conduit for Your Data pursuant to this Agreement, and that BlackBerry may access such data on an infrequent, and not a routine, basis as necessary for the purposes of this Agreement and/or the performance of the Cloud Service, as required by law or as You may otherwise consent. BlackBerry will not disclose Your Data to a third party (including law

enforcement, other government entity, or civil litigant; excluding our subcontractors) except as You direct or unless required by law. Should a third party contact BlackBerry with a demand for Your Data, BlackBerry will attempt to redirect the third party to request it directly from You. As part of that, BlackBerry may provide Your basic contact information to the third party. If legally compelled to disclose Your Data to a third party, BlackBerry will use commercially reasonable efforts to notify You in advance of a disclosure unless legally prohibited. Upon request by You made within thirty (30) days after any expiration or termination of this Agreement, BlackBerry will make Your Data available to You through the Cloud Service on a limited basis solely for purposes of You retrieving Your Data for a period of up to thirty (30) days after such request is received by BlackBerry. After such thirty (30) day period, BlackBerry will have no obligation to maintain or provide any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data. If You require BlackBerry's assistance, You may acquire BlackBerry professional services at BlackBerry's then-current billing rates.

#### E. Security.

BlackBerry and its service providers will use commercially reasonable efforts to protect the security of Your Data. BlackBerry maintains technical, physical and organizational security measures designed to provide and enable security for the Cloud Service. This includes a variety of security technologies and procedures to help protect Your Data from unauthorized, unlawful or accidental access, collection, use, loss, theft, alteration, disclosure, copying or destruction. For example, BlackBerry and its service providers process Your Data on computer systems with limited access, and which are located in controlled facilities. You acknowledge and agree that: (a) data that is generated by You or Your Authorized Users will be sent over the Internet or IPSEC VPN when it passes from You to the Cloud Service servers, where the Cloud Service is designed to decrypt and then encrypt adding additional layers of encryption to the data as part of the processing provided by the Cloud Service prior to the data being sent to the wireless network for delivery to the Handheld Products, and (b) for data sent from Handheld Products, the Cloud Service is designed to decrypt and then send the data to Your servers over the Internet through an encrypted connection. Some of Your Data may be particularly sensitive to You, and hence may require a level of security not provided by the Cloud Service. No Internet service is immune to online attacks or attempts to evade industry security measures, and You agree that You are solely responsible for determining whether the security of the Cloud Service meets Your requirements. You will promptly notify BlackBerry at [secure@blackberry.com](mailto:secure@blackberry.com) if You learn of any security breach related to the Cloud Service.

#### F. Term.

For the purpose of this Agreement only, the section of the BBSLA entitled "Term" is hereby deleted in its entirety and replaced with the following:

This Agreement shall be effective on Your agreeing to be bound by this Agreement (as described above) and shall continue in effect until: (i) termination of this Agreement in accordance with the provisions of this Agreement; (ii) termination or expiry of the license rights granted herein; or (iii) termination of the Cloud Service.

G. Effect of Termination.

Upon termination or expiration of this Agreement Your and Your Authorized Users right to use the Cloud Service will immediately cease. BlackBerry retains the right to delete Your Data from its servers upon termination or expiration of this Agreement and/or Your bankruptcy. You agree that BlackBerry may retain Your Data for up to ninety (90) days after expiration or termination of this Agreement, or for so long as may be required to comply with: (i) any law or regulation applicable to BlackBerry; or (ii) any court, regulatory agency or authority to which BlackBerry is subject. Any of Your Data that is not returned or destroyed pursuant to this Agreement shall continue to be subject to confidentiality protections described in this Agreement for so long as it is in BlackBerry's possession. Termination or expiration of this Agreement will not relieve You of Your obligation to pay any accrued Subscription fees and/or charges.

H. Support.

BlackBerry may provide the support as set forth at <http://www.blackberry.com/supportprogramdescriptions> upon payment of the Subscription fees. The support description is subject to change.

I. Collection, Use and Disclosure of Personal Information.

In addition to the information referred to in the Consent to Collection of Information provisions of the BBSLA, including BlackBerry's privacy policy referenced therein (the "Privacy Policy"), in the course of providing the Cloud Service, BlackBerry or its service providers may collect, use, process, transmit, disclose and/or store various forms of identifiable or other information, including without limitation, display name and Your organization name, Your Authorized Users' Cloud Service roles, names and internal IDs, IT policies applicable to Your and Your Authorized Users' Handheld Products, information about Your usage of the Cloud Service and associated Handheld Products, software and hardware, message logs and statistics, and other information to facilitate the transfer of email and other data to and from the Handheld Products provisioned for Your Cloud Service. You agree that BlackBerry or its service providers may collect, use, process, transmit, disclose, and store data for the purposes set out in this Agreement, including: (i) any purpose relating to the Cloud Service and related BlackBerry products and services, (ii) for the internal use of BlackBerry and its affiliated companies to operate, maintain, improve or update the Cloud Service (including features that involve the detection of and protection against, emerging and evolving threats to users, such as malware or spam), to address technical issues, and for troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Cloud Service, and (iii) any purpose permitted or required by any applicable law or regulation or to which You consent. You further understand and agree that personal information may be collected, used, processed, transmitted, and stored on servers operated by or on behalf of BlackBerry in Canada and any country in which BlackBerry and its service providers retained by BlackBerry maintain facilities (which may include countries outside of the European Economic Area). If You or Your Authorized Users are a resident of the European Economic Area or a country which restricts data transfers outside of that jurisdiction or region, You consent that

personal information may be transferred outside of the European Economic Area or such country(ies) for processing and storage by BlackBerry or its service providers in accordance with this Agreement. You represent and warrant that You have obtained all necessary consents from Your Authorized Users for these purposes. You agree that BlackBerry may send out communications to You and Your Authorized Users regarding technical service issues or service-impacting events, as well as information related to the use of the Cloud Service.