

**ADDENDUM TO THE BLACKBERRY SOLUTION LICENSE AGREEMENT FOR
BLACKBERRY BUSINESS CLOUD SERVICES FOR MICROSOFT® OFFICE 365
("the ADDENDUM")**

IMPORTANT NOTICES:

In order to access and/or use this Cloud Service (as defined below) You must: (1) have a valid subscription to Microsoft® Office 365 pursuant to a subscription agreement with Microsoft Corporation or one of its affiliated companies; (2) have agreed to the BBSLA (as defined below); and (3) agree to this Addendum. If You do not meet the above criteria, You may not access and/or use the Cloud Service. Please review 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 RIM makes RIM services and software for the BlackBerry Solution available and, as modified by this Addendum, it applies to Your use of the Cloud Service (as defined below). Collectively, the BBSLA 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 on whose behalf you are authorized to act (in either case "**You**"), and Research In Motion Limited or the subsidiary or affiliate thereof that entered into the BBSLA with You ("**RIM**"). Each of You and RIM 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, YOU MAY NOT ACCESS AND/OR USE THE CLOUD SERVICE. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS AGREEMENT, PLEASE CONTACT RIM AT legalinfo@rim.com.**

2. DEFINITIONS

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

"**Cloud Service**" means the RIM hosted service which enables self-management of Your Handheld Products solely to access and use Microsoft® Office 365 and which is currently named BlackBerry Business Cloud Services for Microsoft® Office 365. As used in the BBSLA, the term "Service" includes the Cloud Service.

"**Microsoft® Office 365**" is the hosted subscription service operated by or on behalf of Microsoft Corporation or its affiliated companies ("**Microsoft**"), or their service providers, that is marketed under the name "Microsoft® Office 365" and any successor name thereto. For the avoidance of any doubt, the Microsoft® Office 365 hosted service is a Third Party Service (as defined in the BBSLA).

"**Subscription**" means the arrangement whereby You and a particular quantity of Your Authorized Users are authorized by RIM 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, if any, RIM 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, if any.

B. Authentication. You acknowledge that in order to access and use the Cloud Service You and Your Authorized Users are required to be authenticated by Microsoft as a subscriber of Microsoft® Office 365 who is eligible to access and use the Cloud Service, and that RIM is not responsible for the security or accuracy of Microsoft’s authentication techniques, for any inaccurate information obtained from Microsoft, or for the security or privacy of Microsoft’s data centers or network.

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

D. Service Limitations. Administrative limitations upon the usage of the Cloud Service may be imposed by RIM in RIM’s sole discretion. RIM and its affiliated companies: (i) do not ensure the availability, accuracy, completeness, reliability or timeliness of data accessed through the Cloud Service; and (ii) do not endorse and have no responsibility whatsoever for Third Party Services, including Microsoft® Office 365. You acknowledge that the Cloud Service is, in part, dependent on the performance of Microsoft® Office 365 and that any interruptions, downtime, errors or other performance issues related to Microsoft® Office 365 shall affect Your access to, use of, and the performance of, the Cloud Service. You acknowledge and agree that RIM may change, suspend, terminate or disable access to the Cloud Service at any time.

E. Standard Service. 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 RIM, are responsible for compliance with any laws and regulations applicable to Your industry as RIM 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 RIM that: (i) You have all necessary consents to use the Cloud Service, including consent to provide any personal information that is provided to RIM 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) RIM is not required to tailor the Cloud Service for Your particular industry; and (iv) RIM 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 RIM. You agree that if one of Your Authorized Users makes a request to RIM related to personal information obtained by RIM through You

or Your Authorized Users' use of the Cloud Service, RIM 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 RIM, the RIM Group of Companies, RIM's affiliates, agents, successors and assigns and each of their directors and officers for and from any liabilities, damages, losses, costs or expenses (including without limitation, reasonable lawyers' fees and costs) incurred by any of RIM, the RIM Group of Companies, RIM's affiliates, 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.

F. Use of Service. For the purpose of this Agreement only, the following is added to Section 3 of the BBSLA, "Use of Your BlackBerry Solution":

When using the Cloud Service, You will ensure that You and Your Authorized Users will not:

- (a) use any entry point of the Cloud Service to automate caching, meta-searching, monitoring or user activity or use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Cloud Service;
- (b) access or attempt to access any third party's material in the Cloud Service;
- (c) sell, rent, lease, sub-license, distribute, assign, transfer, copy or modify the Cloud Service, or attempt to do any of the foregoing, or otherwise use the Cloud Service for any reason other than as permitted in this Agreement;
- (d) distribute in any way any viruses, contaminating or destructive features, "back doors", "time bombs", "Trojan horses", "sniffer" routines, "worms", bots, "drop dead devices", harmful software code, file, program or programming routine or other contaminating or destructive features or other computer software routines or hardware components through the Cloud Service or in any manner designed to: (i) permit unauthorized access to, or use of, the Cloud Service or computer systems on which any related software is loaded, or to which RIM Products are linked; (ii) disable, damage or erase the Cloud Service or any related software; or (iii) perform any other similar actions that would preclude full use of the Cloud Service or any related software by RIM or its end users; or
- (e) publish, transmit, distribute or upload any unauthorized or unsolicited bulk email solicitations, chain letters, advertisements, marketing or promotional materials, "junk mail", "spam", pyramid schemes or any other solicitations or communications, including without limitation, spamming mobile phones or computers, or use or collect user email addresses or phone numbers or other user information other than Your Authorized Users' information solely for Your legitimate internal purposes, or use the Cloud Service to perform any data collection, extraction or mining or gain or attempt to gain unauthorized access to the wireless device memory and software programs or applications.

G. Your Data. As between You and RIM, You shall retain ownership of content and data generated by You or Your Authorized Users that is processed or stored on RIM 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 RIM or data generated by RIM 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

RIM pursuant to other agreement(s) that You or Your Authorized Users may have with RIM. You agree that RIM has the right to collect, use, disclose, process, transfer, and store Your Data for the purposes of providing the Cloud Service as described in this Agreement. Due to the nature of the Cloud Service, You acknowledge and agree that RIM 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. You agree that RIM will act as a conduit for Your Data pursuant to this Agreement, and that RIM 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. You agree that RIM may disclose Your Data and other information including content of communications and encryption keys associated with Your or Your Authorized Users' use of the Cloud Service if accessible by RIM to comply with applicable laws, including any lawful access requests, subpoenas and court orders, and to protect the Cloud Service and its users from fraud, security threats or breaches of this Agreement by You or Your Authorized Users.

H. Removal of Your Data. As further described in the BBSLA, You and Your Authorized Users may not use the Cloud Service to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including the infringement, violation or misappropriation of any intellectual property rights and/or other proprietary rights of any third party. You agree that RIM may remove all or any portion of Your Data if notified by a third party that it is being stored or hosted without authorization or is otherwise illegal.

I. Security. RIM will use commercially reasonable efforts to protect the security of Your Data. RIM maintains technical and organizational 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 access, use, or disclosure. For example, RIM processes 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 when it passes from Microsoft to Cloud Service servers, where the Cloud Service is designed to decrypt and then encrypt 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 Microsoft 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 RIM at <https://www.blackberry.com/securityissue/> if You learn of any security breach related to the Cloud Service.

J. Confidentiality. You and Your Authorized Users agree to keep the user account information provided to You by RIM confidential, including but not limited to Your account ID and password.

K. Cancellation or Reduction of Service.

You may cancel Your Subscription at any time on thirty (30) days prior notice to RIM at help@rim.com. You may reduce the number of Your Authorized Users under Your Subscription at any time.

RIM may cancel Your Subscription on notice to You if You have no active Authorized Users of the Cloud Service for a period of six (6) months. RIM retains the right to terminate access to the Cloud Service to any of Your Authorized Users that have not used the Cloud Service for three (3) months.

L. 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 of Your Microsoft® Office 365 subscription; (iii) cancellation of Your Subscription in accordance with the terms hereof; or (iv) termination of the Cloud Service.

M. Effect of Termination. Upon termination of this Agreement Your and Your Authorized Users right to use the Cloud Service will immediately cease. RIM retains the right to delete Your Data from its servers upon termination of this Agreement and/or Your bankruptcy. You agree that RIM 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 RIM; or (ii) any court, regulatory agency or authority to which RIM 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 RIM’s possession. Termination of this Agreement will not relieve You of Your obligation to pay any accrued Subscription fees and/or charges.

N. Support. RIM may provide the support, if any, as may be set forth at www.blackberry.com/cloudservices/supportdescription. Fees may apply and the support description is subject to change.

O. 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 RIM’s privacy policy referenced therein (the “**Privacy Policy**”), in the course of providing the Cloud Service, RIM 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, Microsoft® Office 365 credentials, 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 RIM 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 RIM products and services, (ii) for the internal use of RIM 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 RIM in Canada and any country in which RIM, RIM’s affiliated companies and service providers retained by RIM 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 RIM, RIM’s affiliated companies or its service providers in accordance with this Agreement. You also agree that personal information may be disclosed by RIM to Microsoft or obtained by RIM from Microsoft, and to anyone RIM has been advised by You is authorized to manage the Cloud Service on Your behalf, including Delegate Admin Partners (“DAP”). You represent and warrant that You have obtained all necessary consents from Your

Authorized Users for these purposes. You agree that RIM 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.

I Agree

I Do Not Agree