

## Limited Warranty

Research In Motion Limited ("RIM"), the manufacturer and through its subsidiary, Research In Motion UK Limited, whose registered office is at Centrum House, 36 Station Road, Egham, Surrey, UK, TW20 9LF, provider of the BlackBerry Solution, comprising the BlackBerry Handheld (which together with the BlackBerry Cradle comprise the BlackBerry Hardware), the BlackBerry Desktop Software, and the associated wireless data service and documentation, warrants to YOU, the end user ("YOU"), that the BlackBerry Hardware will be free from defects in workmanship and materials for a period that concludes one (1) year from the date that the BlackBerry Hardware was first purchased by YOU as an original end user (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, the BlackBerry Hardware, or one or more of the BlackBerry Hardware components, will be repaired or replaced at RIM's option, without charge for either parts or labour. If the BlackBerry Hardware (or component thereof) is repaired or replaced during the Warranty Period, the Warranty Period will expire upon the later of the 91<sup>st</sup> day after repair or replacement or one year from the date of original purchase. **Please consult your BlackBerry Handheld User's Guide for instructions on how to obtain customer support for your BlackBerry Hardware.**

This Limited Warranty does not apply to normal wear and tear, and does not cover repair or replacement of any BlackBerry Hardware damaged by misuse, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than RIM or its authorized service representative. This Limited Warranty does not cover physical damage to the surface of the BlackBerry Hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry Hardware as defined in this Limited Warranty or to any damage caused by peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry Hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not approved or provided by RIM, and where it is determined by RIM that such malfunction is not the fault of the BlackBerry Hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information contained in the package with the BlackBerry Solution, the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is presumed to be the responsibility of the user of the BlackBerry Hardware. RIM is not responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry Hardware, or through the use of synchronization software. In as much as any wireless data services provided as part of the BlackBerry Solution are provided via RIM or RIM's reseller through a third party provider or mobile communications operator such as BT Cellnet, we cannot guarantee or warrant that the wireless data service will always be available or will always function properly. You should contact the mobile communications operator to determine what warranties and levels of service they offer in conjunction with the BlackBerry Solution. For this and other reasons, the BlackBerry Solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and RIM disclaims any liability on its behalf and on behalf of its resellers for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for your use of the BlackBerry Solution, including, without limitation, the lack of service coverage in the area in which YOU wish to use the BlackBerry Solution.

REPAIR OR REPLACEMENT OF THE BLACKBERRY HARDWARE OR THE AFFECTED COMPONENT ARE THE EXCLUSIVE REMEDIES PROVIDED IN CONJUNCTION WITH THE PURCHASE AND USE OF THE BLACKBERRY SOLUTION. RIM, ON BEHALF OF ITSELF, ITS DISTRIBUTORS AND RESELLERS OF THE BLACKBERRY SOLUTION AND ON BEHALF OF ANY COMPANY CONTROLLED BY OR IN COMMON CONTROL WITH RIM OR A RIM SUBSIDIARY (COLLECTIVELY, THE "RIM GROUP OF COMPANIES" AND INDIVIDUALLY A "RIM GROUP COMPANY") HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR PURPOSE. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS CLAUSE.

IN NO EVENT SHALL RIM OR ANY RIM GROUP COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF RIM AND/OR A RIM GROUP COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM IN TORT OR CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION EXCEPT IN RELATION TO LIABILITY FOR DEATH OR PERSONAL INJURY, FOR WHICH NO LIMIT APPLIES, THE LIABILITY OF RIM, THE RIM GROUP OF COMPANIES AND ANY AUTHORISED DISTRIBUTOR OR RESELLER OF THE BLACKBERRY SOLUTION TO YOU FOR LOSS OR DAMAGE ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE COST OF REPLACING THE AFFECTED BLACKBERRY HARDWARE. Nothing in this Agreement shall be taken as excluding or attempting to exclude or in any way restrict any liability for death or personal injury arising directly from the negligence of the Licensor.

THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY ENTERPRISE SERVER SOFTWARE, THE DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH SEPARATELY IN THE SOFTWARE LICENSE AGREEMENT PROVIDED SEPARATELY TO YOU. THE LIMITED WARRANTY FOR ANY BLACKBERRY ACCESSORY ORDERED SEPARATELY IS ALSO SET FORTH IN A SEPARATE LIMITED WARRANTY ACCOMPANYING SUCH ACCESSORY.

This Limited Warranty is to be construed in the United Kingdom under the laws of England except for any body of law governing conflicts of law. Any dispute relating to, arising out of or in connection with this Agreement, shall be referred to a single arbitrator to be agreed between the parties. If the parties cannot agree within 30 days of service of a written request by either party to concur appointment of an arbitrator, the arbitrator shall be nominated by the President for the time being of the British Computer Society on the application of either party. Any reference to arbitration pursuant to this clause shall be conducted in accordance with the International Chamber of Commerce Rules of Conciliation and Arbitration, which Rules are deemed incorporated by reference into this clause. The arbitration shall be held in London, England and the language of the arbitration shall be English. The award of the arbitrator shall be made in writing and shall be a reasoned award. The arbitrator's award shall make provision for the costs of the arbitration to be paid by the parties in such proportions as the arbitrator decides appropriate. The decision of the arbitrator shall be final and binding upon the parties (save in the case of manifest error). Any reference under this clause shall be deemed to be a reference within the meaning of the Arbitration Act 1996.