

## **P'9981 Limited Warranty**

Research In Motion Limited ("RIM"), the manufacturer and through its subsidiary, Research In Motion UK Limited, whose registered office is at 200 Bath Road, Slough, Berkshire, SL1 3XE, UK, provider of the BlackBerry Solution, comprising the P'9981 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 two (2) years 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 two years 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 or if any component of the BlackBerry Hardware is opened or repaired by someone not authorized by RIM, and does not cover repair or replacement of any BlackBerry Hardware damaged by misuse, moisture or liquids, proximity or exposure to heat, 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 expressly 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 comprised of the BlackBerry Hardware, the BlackBerry Desktop Software, and the associated wireless data service and documentation (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, 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. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 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**

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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 to the extent arising directly from the negligence of RIM or that of its employees or agents, or to the extent resulting from any gross negligence, intentional misconduct or fraudulent misrepresentation on the part of RIM or that of its employees or agents.

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 gives YOU specific legal rights, and YOU may also have other rights that vary from country to country. Some countries may not allow the exclusion or limitation of incidental or consequential damages, may not allow limitations on how long an implied warranty or condition lasts, or allow provisions that permit the warranty to be voided. Thus, some of the above limitations or exclusions may not apply to YOU.

Waiver by RIM of any default will not be deemed a continuing waiver of such default or a waiver of any other default.

THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF ENGLAND EXCEPT FOR ANY BODY OF LAW GOVERNING CONFLICTS OF LAW. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS LIMITED WARRANTY, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY ARBITRATION. The decision of the arbitrator shall be final and binding upon the parties (save in the case of manifest error). The award of the arbitrator shall be made in writing and shall have reasons. The arbitrator's award shall make provision for the costs of arbitration to be paid by the parties in such proportions as the arbitrator decides appropriate. Unless

otherwise prohibited by law in YOUR jurisdiction, the arbitration shall be: (i) held in London, England; (ii) conducted under English law; (iii) conducted in the English language; (iv) settled under the Rules of Arbitration of the International Chamber of Commerce (“Rules”); and (v) heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the parties within 30 days of the appointment of the arbitrator, failing which agreement the arbitrator shall be nominated by the President in office at the time of the request for arbitration of the British Computer Society (or its successor) on the application of either party. If the provisions of the foregoing sentence are prohibited by law in YOUR jurisdiction, the arbitration shall be: (i) held in Zagreb, Croatia; (ii) conducted in the English language; (iii) settled by arbitration in accordance with the Rules of Procedure of the Permanent Arbitration Court at the Croatian Chamber of Economy (the “Court”); and (iv) heard by a sole arbitrator, who shall be appointed by the Court. No dispute between the parties, or involving any person but YOU, may be joined or combined together, without the prior written consent of RIM.

If a provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Limited Warranty, but rather (unless a failure of consideration would result therefrom) the Limited Warranty shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

If there is any inconsistency between this Limited Warranty and any warranty included in the packaging of the BlackBerry Hardware, the provisions of this Limited Warranty shall apply to the extent of such inconsistency.

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