## VIDEO CHAT 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 (as defined below) on behalf of your company or another entity, then the entity for whose benefit you act (in either case, "You"), at no charge Video Chat software (the "Client Software").

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, 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.

## ADDITIONAL TERMS

You cannot call telephone numbers using the Client Software. The Client Software is not interconnected with a public switched telephone network (PSTN), does not use telephone numbers to communicate with other devices, and is not designed or intended to be a replacement for Your ordinary mobile or fixed line telephone. If applicable law prohibits You or an Authorized User from downloading or using the Client Software, including because peer-to-peer, video or Internet-based functionality is not permitted in Your country, or because You or an Authorized User is under a proscribed age limit, You and the applicable Authorized Users, may not download or use, as applicable, the Client Software.

The Consent to Collection of Information provisions of the BBSLA, including RIM's privacy policy referenced therein which may also be accessed at <a href="http://www.blackberry.com/legal/privacy.shtml">http://www.blackberry.com/legal/privacy.shtml</a> or requested by emailing legalinfo@rim.com (the "Privacy Policy"), applies to Your use of the Client Software. Through Your use of the Client Software, RIM may collect, use and disclose personal information (which may include without limitation Your BlackBerry ID, email address, PIN and IP address associated with Your device, device hardware type and model, and software and client versions) in order for the Client Software to establish a peer-to-peer connection and communication with another device. You

agree that Your communications or media content and traffic data will pass over third party Wi-Fi connections or wireless networks, and that RIM is not responsible for third party Wi-Fi connections or wireless networks that may be utilized to facilitate the communication. The communication may not be encrypted, and RIM does not guarantee that communications over the Internet or through peer-to-peer functionality will be free from loss, corruption, or interception. In order to facilitate Your communication or as required by law, RIM may collect, use and disclose information in the United States, Canada, and or other countries where there are facilities operated by or on behalf of RIM and its service providers. If You are a resident of the European Economic Area, You consent that personal information collected by RIM may be transferred outside of the European Economic Area for processing and storage by RIM or third party service providers.

I Agree

I Do Not Agree