

**NOTE: IF YOU ARE A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS THAT CANNOT BE MODIFIED BY CONTRACT. NO PROVISION IN THESE LICENSE TERMS SHALL HAVE THE EFFECT OF MODIFYING THOSE STATUTORY RIGHTS TO THE EXTENT SUCH MODIFICATIONS ARE EXPRESSLY PROHIBITED BY APPLICABLE LAW. IF A TRANSLATION OF THESE LICENSE TERMS INTO ANY OTHER LANGUAGE IS REQUIRED BY LAW, THE ENGLISH VERSION OF THESE LICENSE TERMS WILL PREVAIL TO THE EXTENT THAT THERE IS ANY CONFLICT OR DISCREPANCY BETWEEN THE ENGLISH VERSION AND ANY TRANSLATION THEREOF. IF THESE LICENSE TERMS ARE PROVIDED TO YOU IN A LANGUAGE OTHER THAN ENGLISH, RIM DOES SO SOLELY AS A CONVENIENCE TO YOU.**

### **LICENSE TERMS FOR YOUTUBE FOR BLACKBERRY SOFTWARE**

Research In Motion Limited or one of its affiliates ("RIM") is pleased to make available at no charge the following handheld software application:

YouTube for BlackBerry Software (the "Client Software") is BlackBerry Handheld Software which facilitates using certain Handheld Products to access and use the online video community offered by YouTube, LLC (the "Accessed Service").

THE CLIENT SOFTWARE IS LICENSED TO YOU BY RIM UNDER THE TERMS OF RIM'S BLACKBERRY SOFTWARE LICENSE AGREEMENT ("BBSLA") AS MODIFIED BY THIS ADDENDUM. THIS ADDENDUM AND THE BBSLA ARE COLLECTIVELY REFERRED TO AS THE "LICENSE TERMS" FOR THE CLIENT SOFTWARE. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such capitalized terms in the BBSLA.

BY AGREEING TO THESE LICENSE TERMS BY CLICKING "I ACCEPT" WHERE PROVIDED BELOW, YOU INDIVIDUALLY, OR IF YOU ARE AUTHORIZED TO ACQUIRE THE CLIENT SOFTWARE ON BEHALF OF YOUR COMPANY OR ANOTHER ENTITY, THEN THE ENTITY FOR WHOSE BENEFIT YOU ACT (IN EITHER CASE "YOU"), ARE AGREEING TO BE BOUND BY THESE LICENSE TERMS FOR THE CLIENT SOFTWARE.

THE BBSLA IS THE AGREEMENT THAT MUST BE AGREED TO IN ORDER TO USE THE BLACKBERRY HANDHELD SOFTWARE SHIPPED WITH BLACKBERRY HANDHELD PRODUCTS. IF YOU DO NOT HAVE THE CURRENT BBSLA READILY AVAILABLE, IT CAN BE FOUND AT [WWW.BLACKBERRY.COM](http://WWW.BLACKBERRY.COM) OR BY CONTACTING RIM AT [LEGALINFO@RIM.COM](mailto:LEGALINFO@RIM.COM).

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE LICENSE TERMS, PLEASE CONTACT RIM AT [legalinfo@rim.com](mailto:legalinfo@rim.com). IF YOU ARE NOT PREPARED OR AUTHORIZED TO AGREE TO THESE LICENSE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE CLIENT SOFTWARE OR ANY PORTION THEREOF, AS YOU HAVE NO RIGHT TO DO SO.

### **GENERAL REQUIREMENTS**

The Client Software facilitates Your access to and use of the Accessed Service. RIM is pleased to make the Client Software available to You but can only do so with Your clear understanding,

acknowledgement and agreement that the Accessed Service is a Third Party Service and/or provides access to Third Party Software, Third Party Services, Third Party Content, Linked Sites, and/or Other Sites provided by YouTube, LLC and/or other third parties, none of which are under RIM's control. You should take care to ensure that You know who You are dealing with, and that You know the terms and conditions of all applicable agreements, including without limitation terms of use, end user license terms, payment and associated terms (including without limitation warranty, return and refund terms), privacy terms, privacy settings, and security features to protect Your private information. In order to use the Client Software on your Handheld Product to access and use the Accessed Service: (a) You require a current, active account for the Accessed Service and all uses thereof will be governed by the then current YouTube, LLC terms of service You agreed to or will agree to in relation to the Accessed Service; (b) Your Airtime Service Provider must permit You to access the Accessed Service through Your Handheld Product; and (c) the Client Software must be designed to operate on Your specific version of BlackBerry Handheld Software on Your Handheld Product.

## **SPECIFIC TERMS FOR THE CLIENT SOFTWARE**

1. Definition of "BlackBerry Handheld Software". The Client Software is hereby deemed to be included in the definition of "BlackBerry Handheld Software" under the BBSLA.
2. Limited Support, No Warranty and No Liability. If, other than as expressly contemplated by this Agreement, the Client Software fails to operate in accordance with the Documentation within the ninety (90) days following the date You install it on Your Handheld Product, You may contact RIM and RIM shall use commercially reasonable efforts to correct or provide You with a workaround for the problem (which fix or workaround may be provided to You at RIM's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to You, in a generally available software fix or release, on RIM's website or in any other form of which RIM advises You). However, You acknowledge and agree that because of the nature of the Client Software, RIM has no control over many of its features and functionality and may not be able to resolve a problem You encounter by expending reasonable commercial efforts or otherwise. The Client Software is provided to You as a free addition to RIM's BlackBerry Handheld Software and facilitates Your use of a Third Party Service and/or access to Third Party Software, Third Party Services, Third Party Content, Linked Sites, and/or Other Sites. Accordingly, to the extent not specifically prohibited by the laws of Your jurisdiction: (a) this provision replaces and supersedes any express warranty for the BlackBerry Handheld Software set out in the BBSLA for the Client Software, and sets out Your sole remedy for any problems You encounter with the Client Software; (b) the Client Software is made available to You "AS IS" and "AS AVAILABLE"; (c) IN ADDITION TO THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ON LIABILITY SET OUT IN THE BBSLA, RIM IS NOT RESPONSIBLE FOR THE AVAILABILITY, USE, PERFORMANCE OR NON-PERFORMANCE OF THE CLIENT SOFTWARE, ACCESSED SERVICE, THIRD PARTY SOFTWARE, THIRD PARTY SERVICES, THIRD PARTY CONTENT, LINKED SITES, OR OTHER SITES AND RIM WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE CLIENT SOFTWARE, ACCESSED SERVICE, THIRD PARTY SOFTWARE, THIRD PARTY SERVICES, THIRD PARTY CONTENT, LINKED SITES, OR OTHER SITES REGARDLESS OF THE CAUSE OF ACTION THAT GIVES RISE TO SUCH DAMAGES AND REGARDLESS OF WHETHER RIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and (d) the Accessed Service may become unavailable to You at any time and/or the Client Software may at any time cease to enable You to access the Accessed Service and You will have no recourse against RIM should this occur. You acknowledge and agree that RIM would have to charge

significant fees for the Client Software and might not be able to offer the Client Software at all in the absence of such disclaimers, limitations and exclusions.

3. Termination. Without limiting the foregoing, and in addition to RIM's termination rights in the BBSLA, because of the nature of the Client Software, Accessed Service, Third Party Software, Third Party Services, Third Party Content, Linked Sites, and/or Other Sites, RIM reserves the right, but has no obligation, to terminate Your license to the Client Software at any time, for any reason, without notice to You; however, if feasible, RIM will use commercially reasonable efforts to provide You with notice of termination.

4. Conflict. If any of the terms and conditions of this Addendum conflict with the terms and conditions of the BBSLA or with any other addendum or amendment to the BBSLA, these terms and conditions shall govern to the extent of the inconsistency, but only as it applies to the Client Software.

I have reviewed these License Terms and am prepared and authorized to accept a license for the Client Software on the terms and conditions set out in these License Terms.

**I Accept**

**I Do Not Accept**