

## LIMITED WARRANTY

**Additional Rights Under Consumer Laws.** If YOU are a consumer YOU may have legal (statutory) rights that are in addition to those set out in this Limited Warranty (such as the consumer laws of the country in which YOU live) ("**Consumer Rights**"). This Limited Warranty sets out certain situations when BlackBerry will, or will not, provide a remedy for BlackBerry Device. This Limited Warranty does not limit or exclude any of YOUR Consumer Rights relating to the BlackBerry Device.

**Manufacturer Warranty Coverage.** This manufacturer's Limited Warranty sets forth the warranty responsibilities of BlackBerry Limited and its affiliates ("**BlackBerry**") regarding BlackBerry branded hardware products and accessories manufactured by or on behalf of BlackBerry ("**BlackBerry Device**"). BlackBerry warrants to the original end-user purchaser of a new BlackBerry Device ("**YOU**"), that the BlackBerry Device will be free from defects in materials and workmanship under normal use for a period that commences on the date of original purchase by YOU and continuing for the following specified period of time for each applicable type of BlackBerry Device (the "**Warranty Period**"). This Limited Warranty is not transferable by YOU.

(i) For a BlackBerry Handheld smartphone the Warranty Period is one (1) year. Please contact the retailer from whom YOU purchased the BlackBerry Device on how to obtain customer support for your BlackBerry Device.

(ii) For a BlackBerry Porsche Design smartphone the Warranty Period is two (2) years. Please contact a BlackBerry representative - warranty contact information can be found at [www.blackberry.com/gettingstarted](http://www.blackberry.com/gettingstarted).

(iii) For a BlackBerry tablet the Warranty Period is one (1) year. Please contact a BlackBerry representative - warranty contact information can be found at [www.blackberry.com/playbookwarranty](http://www.blackberry.com/playbookwarranty).

(iv) For BlackBerry accessories the Warranty Period is one (1) year. Please contact the retailer from whom YOU purchased the BlackBerry Device.

Exceptions to the Limited Warranty for particular BlackBerry Device models, or countries, may apply - please refer to Appendix 1 of this Limited Warranty. For BlackBerry Devices refurbished by or behalf of BlackBerry the balance of the warranty period (if any) applies to such refurbished BlackBerry Device.

During the Warranty Period, if the BlackBerry Device is found by BlackBerry to be defective and covered under this Limited Warranty, BlackBerry may at its absolute and sole discretion:

(i) repair the defective portion of the BlackBerry Device without charge to YOU with new or reconditioned parts;

(ii) replace the defective BlackBerry Device without charge to YOU with a comparable new or refurbished product; or

(iii) if BlackBerry is unable to repair or replace the BlackBerry Device as provided under (i) or (ii), refund to YOU the net purchase price YOU paid for the BlackBerry Device.

If the BlackBerry Device is repaired or replaced by or behalf of BlackBerry during the Warranty Period, the Warranty Period for the repaired or replaced BlackBerry Device will expire upon the expiration of the original Warranty Period (except to the extent BlackBerry is expressly required by law to provide YOU a longer Warranty Period for the repaired or replaced BlackBerry Device). Any warranty service or support provided by or on behalf BlackBerry under this Limited Warranty is conditioned upon the return of YOUR BlackBerry Device to a BlackBerry authorized service provider (as set out below under "How to Return Your BlackBerry Device"). When YOU return a BlackBerry Device under this Limited Warranty and receive a replacement BlackBerry Device, the item YOU returned becomes BlackBerry's property and the replacement item becomes YOURS. When a refund is provided under this Limited Warranty, YOU will return the BlackBerry Device to BlackBerry and the returned BlackBerry Device becomes BlackBerry's property.

**Warranty Exclusions and Limitations.** This Limited Warranty does not apply (as determined by BlackBerry):

(i) to consumable parts of a BlackBerry Device, such as batteries and protective coating designed to diminish over time, unless the damage was caused by a defect in materials or workmanship;

(ii) to normal wear and tear to a BlackBerry Device;

(iii) if the BlackBerry Device is opened, modified, or repaired by someone not authorized by BlackBerry;

(iv) if the BlackBerry Device serial number, IMEI number, or other identifier has been defaced or removed;

(v) to a BlackBerry Device where the damage, malfunction or defect is caused by and/or results from:

(a) misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect or misapplication;

(b) use of the BlackBerry Device in conjunction with accessories, products, services, software, applications, or ancillary or peripheral equipment not expressly approved or provided by BlackBerry specifically for use with YOUR particular model of BlackBerry Device;

(c) anything that is not the fault of the BlackBerry Device itself; or

(d) operation or use of the BlackBerry Device outside the applicable installation guide or standard end user documentation prepared and supplied by BlackBerry, including any safety and operation instructions available at <http://docs.blackberry.com>, or the BlackBerry Solution License Agreement available at <http://us.blackberry.com/legal/bbsla.jsp>;

(vi) to damage to the surface of the BlackBerry Device, including but not limited to cracks, dents, or scratches;

(vii) any equipment, tablets, or other hardware other than the BlackBerry Device as defined in this Limited Warranty - for example, it does not apply to any external SIM card provided with YOUR purchase or to anything that is not BlackBerry branded and manufactured by or on behalf of BlackBerry; or

(viii) if YOU are unable to provide proof of purchase evidencing that YOU are the original purchaser of the BlackBerry Device and the date and place of original purchase.

This Limited Warranty is a hardware only warranty that is limited to the BlackBerry Device and does not cover any software shipped, pre-loaded, or distributed by BlackBerry or any third party, even if the software is packaged or sold with the BlackBerry Device, or available for the BlackBerry Device at a later time. Software licence agreements apply to YOUR use of software associated with the BlackBerry Device. The software licence for BlackBerry proprietary software shipped with the BlackBerry Device is described in the applicable BlackBerry software license agreement.

**Backup Your Data.** YOU should regularly backup YOUR BlackBerry Device data, software, applications and information as a safeguard against possible operational issues including prior to the return of the BlackBerry Device. Data backup is YOUR responsibility and is not the responsibility of BlackBerry, the retailer through whom You purchased the BlackBerry Device, or the authorized service providers through whom YOU received servicing, repair or replacement of the BlackBerry Device including, without limitation, data lost or damaged through the use of synchronization software. PLEASE REMOVE ANY PERIPHERALS OR MEMORY AND/OR ANY PERSONAL OR CONFIDENTIAL INFORMATION PRIOR TO RETURNING YOUR BLACKBERRY DEVICE. DURING THE SERVICING, REPAIR OR REPLACEMENT CONTENT ON YOUR BLACKBERRY DEVICE MAY BE DELETED AND/OR REFORMATTED OR CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO THEN CURRENT UPDATES AND UPGRADES OF SOFTWARE, WHICH IS SUBJECT TO THE BLACKBERRY SOLUTION SOFTWARE LICENSE AGREEMENT) AND ANY PERIPHERALS OR MEMORY REMOVED AND NOT RETURNED TO YOU. For clarity, this Limited Warranty does not cover the backup, recovery or reinstallation of YOUR data, software or applications to the BlackBerry Device.

**How to Return Your BlackBerry Device.** This Limited Warranty is provided to YOU by BlackBerry Limited. To determine if YOUR BlackBerry Device requires warranty service and to receive instructions on how to return YOUR BlackBerry Device, please contact the applicable Warranty Contact for the particular BlackBerry Device described in the table under Manufacturer Warranty Coverage above.

When contacting BlackBerry or a BlackBerry authorized service provider via telephone charges may apply. YOU may be required to assist in diagnosing any problem with YOUR BlackBerry Device and/or provide proof of purchase evidencing that YOU are the original purchaser of the BlackBerry Device and the date and place of original purchase. Warranty service options, response times and charges (if applicable) may differ by country. **IF YOUR BLACKBERRY DEVICE IS RETURNED DURING THE WARRANTY PERIOD, BUT YOUR BLACKBERRY DEVICE IS NOT COVERED UNDER THIS LIMITED WARRANTY, TERMS AND CHARGES MAY APPLY FOR ANY REPAIR OR PROCESSING PERFORMED. IF YOU DO NOT LIVE IN THE COUNTRY WHERE THE BLACKBERRY DEVICE WAS ORIGINALLY SOLD TO YOU THEN:**

(A) WARRANTY REPAIR OR SERVICE MAY NOT BE POSSIBLE;

(B) YOU MAY BE REQUIRED TO AGREE TO TERMS AND/OR TO PAY CERTAIN COSTS (INCLUDING, BUT NOT LIMITED TO, SHIPPING AND HANDLING COSTS); AND

(C) THE WARRANTY REPAIR OR SERVICE, IF POSSIBLE, MAY TAKE LONGER THAN NORMAL TO COMPLETE.

**Exclusive Remedies.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY LAW (INCLUDING IF YOU HAVE CONSUMER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY) FROM LIMITING OR EXCLUDING YOUR REMEDIES IN RELATION TO YOUR BLACKBERRY DEVICE, THIS LIMITED WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES FOR YOUR BLACKBERRY DEVICE AND ANY 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 A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND SHALL NOT APPLY OR HAVE ANY AFFECT.

**Limitation of Liability.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY LAW (INCLUDING IF YOU HAVE CONSUMER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY) OR IF A COUNTRY, STATE OR PROVINCE YOU LIVE IN DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN NO EVENT SHALL BLACKBERRY OR ANYONE ACTING ON BEHALF OF OR WITH BLACKBERRY (INCLUDING, WITHOUT LIMITATION, IN RELATION TO THE MANUFACTURE, SUPPLY, DISTRIBUTION, SALE, REPAIR OR RETURN OF THE BLACKBERRY DEVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF INFORMATION (INCLUDING DATA), OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLACKBERRY DEVICE, EVEN IF BLACKBERRY OR ANYONE ACTING ON BEHALF OF OR WITH BLACKBERRY HAS 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, CONTRACT, ON THE WARRANTY, OR UNDER ANY OTHER LEGAL THEORY. THE LIABILITY OF BLACKBERRY AND ANYONE ACTING ON BEHALF OF OR WITH BLACKBERRY TO YOU FOR LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED IN AGGREGATE THE NET PURCHASE PRICE YOU PAID FOR THE BLACKBERRY DEVICE OR THE COST OF REPLACING THE AFFECTED BLACKBERRY DEVICE, WHICHEVER IS GREATER. The foregoing shall not in any way restrict any liability in relation to death or bodily injury or statutory liability for intentional and gross negligent acts or omissions.

**Governing Law.** THE LAWS OF THE COUNTRY, STATE, PROVINCE OR JURISDICTION AS PROVIDED IN THIS PARAGRAPH SHALL GOVERN:

(A) THIS LIMITED WARRANTY AND THE INTERPRETATION, ANY BREACH AND THE VALIDITY OF THIS LIMITED WARRANTY, AND

(B) ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING

STATUTORY, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN YOU AND BLACKBERRY ARISING FROM OR RELATING TO THIS LIMITED WARRANTY.

THE APPLICABLE LAWS OF THE COUNTRY AS SET FORTH IN THE TABLE BELOW SHALL APPLY BASED UPON WHERE YOU ARE DOMICILED AND EXCLUDE ANY BODY OF LAW GOVERNING CONFLICTS OF LAW.

**DISPUTE RESOLUTION/ARBITRATION.** ANY DISAGREEMENT OR DISPUTE ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF ARBITRATION IN THE TABLE BELOW BASED UPON WHERE YOU ARE DOMICILED: (I) THE PLACE OF ARBITRATION SHALL BE THE ARBITRATION LOCATION AND THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE; (II) THE NUMBER OF ARBITRATORS SHALL BE ONE (1); AND (III) THE ARBITRATOR SHALL BE APPOINTED IN ACCORDANCE WITH THE SAID ARBITRATION RULES. ALL MATTERS RELATING TO ANY ARBITRATION UNDER THIS LIMITED WARRANTY SHALL BE HELD IN STRICTEST CONFIDENCE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW. NO DISPUTE BETWEEN THE PARTIES, OR INVOLVING ANY PERSON BUT YOU, MAY BE JOINED OR COMBINED TOGETHER, WITHOUT THE PRIOR WRITTEN CONSENT OF BLACKBERRY.

If YOU are domiciled in Europe, Middle East, or Africa, this Limited Warranty shall be governed by the laws of England and Wales and You consent to arbitration located in London, England in accordance with the London Court of International Arbitration Rules. If YOU are domiciled in Asia, this Limited Warranty shall be governed by the laws of New York and You consent to arbitration located in New York, NY, USA in accordance with the London Court of International Arbitration Rules. If YOU are domiciled in North America or South America, this Limited Warranty shall be governed by the laws of New York and You consent to arbitration located in New York, NY, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

**Privacy.** Customer information received by BlackBerry will be used, processed, transmitted, and disclosed in accordance with BlackBerry's Privacy Policy (available at <http://www.blackberry.com/legal/privacy.shtml>) in order to perform the warranty services described in this Limited Warranty. This may include obtaining YOUR information and the BlackBerry Device from service providers, retailers, resellers and distributors involved in the chain of custody of the BlackBerry Device upon which warranty services are performed, and transferring YOUR information and the BlackBerry Device to BlackBerry subsidiaries and affiliates or BlackBerry service providers.

**Miscellaneous.** If there is any conflict between this Limited Warranty and any other warranty provided to YOU including, without limitation, in the packaging of the BlackBerry Device, the provisions of this Limited Warranty shall be applied by BlackBerry to the extent of such conflict. If any term, provision or sub-section of this Limited Warranty is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of such term, provision or subsection and this Limited Warranty will not be affected.

SWD-20140304132327704

## **BlackBerry's Privacy Policy**

BlackBerry Limited and its subsidiary companies and affiliates ("BlackBerry") are committed to and have a long-standing policy of maintaining the privacy and security of your personal information which is information about an identifiable individual (as defined by applicable privacy or data protection laws).

This Privacy Policy explains BlackBerry's practices with respect to the processing of your personal information which includes the collection, use, processing, transfer, storage or disclosure of your personal information, except where a BlackBerry subsidiary or affiliate has published its own separate privacy policy. In addition, agreements or notices associated with a particular BlackBerry product, service, software or website ("BlackBerry Offering") may provide additional information about BlackBerry's processing of your personal information ("Notice"). The application of this Privacy Policy remains subject to applicable laws including legislation, regulations and the orders of any courts or other lawful authorities, other lawful requests or legal processes. Where applicable, the data controller in respect of your personal information is the BlackBerry entity with whom you have entered into an agreement.

### **1. BlackBerry's accountability**

BlackBerry is responsible for personal information under its control, including the onward transfer of personal information to a third party for processing on BlackBerry's behalf (i.e. its service providers).

### **2. BlackBerry's purposes for using your personal information**

When you use a BlackBerry Offering, correspond with BlackBerry, enter a contest sponsored by BlackBerry or otherwise interact with BlackBerry, BlackBerry may process your personal information for the following purposes:

- to understand and meet your needs and preferences, and to provide you with BlackBerry Offerings, e.g.:
  - for purposes related to the billing, activation, provision, maintenance, support, trouble shooting, resolving of disputes, deactivation, repair, refurbishment, replacement, upgrade or update of BlackBerry Offerings;
  - to ensure BlackBerry Offerings are technically functioning as intended and to help identify and troubleshoot issues;
  - to fulfill or enforce Notices applicable to a BlackBerry Offering;
  - to manage or respond to your inquiries;
- to develop new and enhance existing BlackBerry Offerings including to communicate with you about them using various means, e.g. to make available or send to you:
  - upgrades or updates, or notices of upgrades or updates of BlackBerry Offerings or third party content or related products, services and software;
  - notices of promotions and upcoming events;
- to manage and develop our business and operations, e.g.:
  - to detect, monitor, investigate, mitigate or attempt to prevent fraud and technical or security issues or to protect BlackBerry property;
  - to allow for business continuity and disaster recovery operations;
  - to enforce BlackBerry's legal rights;
  - for statistical purposes;

- to meet legal and regulatory requirements and to respond to emergency situations, e.g.:
  - to respond to court orders, warrants or other lawful requests or legal processes;
  - to provide emergency assistance in situations that may threaten the life or physical safety of you or others; or
- for any other purposes for which you have consented, such as those that may be set out in Notices, and other purposes as permitted or required by any applicable law.

### 3. Your consent

Before using BlackBerry Offerings, you may be required to agree to an applicable Notice that may contain additional information regarding BlackBerry's processing of your personal information. Your agreement to the Notice or use of BlackBerry Offerings indicates your consent for BlackBerry to process your personal information for BlackBerry's identified purposes.

#### a) **When obtaining consent is not required**

In certain circumstances, your personal information may be processed without your consent depending on the jurisdiction and any applicable laws. For example, BlackBerry may not seek consent:

- in the case of an emergency where the life, health or security of an individual may be threatened;
- when legal, medical, or security reasons make it impossible or impractical to seek consent;
- when information is necessary for the detection and prevention of fraud;
- when disclosure is to a lawyer representing BlackBerry;
- to collect a debt;
- to comply with a subpoena, warrant or other court order, lawful request or legal process; or
- as may be otherwise required or permitted by law.

#### b) **Children**

BlackBerry does not knowingly process personal information from individuals under the age of 13 without the consent of their parent or legal guardian.

#### c) **Aggregated or anonymous information**

BlackBerry reserves the right to process, sell, trade or rent aggregated or anonymous information that is not associated with or linked to an identifiable individual.

### 4. Types of information processed

The types of information that BlackBerry may process can vary. For example:

- Account and membership information:** Information processed could include your name, postal address, email address, telephone number, BlackBerry ID, device identifier information such as your BlackBerry PIN, airtime service provider information, communications with BlackBerry and any recorded complaints. BlackBerry may also process your account credentials, passwords, profile information and other information you provide to facilitate the BlackBerry Offerings you use.
- Applications:** In some cases, BlackBerry may process information about applications used on your device including Third Party Offerings (i.e. applications, products, services, software, websites or

- content provided by a third party, including an airtime service provider or application developer, that may be used in conjunction with BlackBerry Offerings, but are not offered, operated or supported by BlackBerry). Also, if you choose to use Third Party Offerings with your BlackBerry account or device, certain information may be collected and disclosed to the third party, or from the third party to BlackBerry, in order to facilitate or improve the services and functionality provided.
- c) **Cloud-based or back-up data:** If you use a cloud-based or back-up and restore service provided by or on behalf of BlackBerry, information from your device or account including contacts, email addresses, calendar, memo, tasks, display pictures, status messages, media files and other on-device information may be sent to BlackBerry in order to facilitate or improve the use, remote access and restoration of that data on your device through the service provided.
  - d) **Cookies or similar technologies:** A cookie is a small text file or piece of data that is downloaded to and stored on your computer or device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognizes the cookie. As part of BlackBerry's Offerings, BlackBerry may use different types of cookies or similar technologies ("Cookies") from time to time. Certain Cookies are **necessary** to facilitate your use of BlackBerry Offerings (such as when you use a shopping basket) or to protect both you and BlackBerry when you sign-in to certain services (such as storing your credentials to make it easier whenever you want to use BlackBerry Offerings or to confirm that you are logged in). Other Cookies are more **performance**-related such as for analytics or contextual purposes to help us understand how users engage with BlackBerry Offerings so we can provide new and enhanced BlackBerry Offerings (such as which pages or features are most popular). Some Cookies are more **function**-related and help personalize your experience and make BlackBerry Offerings easier to use (such as your language or jurisdiction preferences), or to help BlackBerry display personalized content to you. Other Cookies or similar technologies may be used for **targeted advertising** purposes (e.g. certain BlackBerry Offerings may be supported by advertising revenue and display advertisements and promotions which may be targeted against non-personally identifiable attributes or aggregate data collected by BlackBerry, and BlackBerry or our service providers may place such advertising on BlackBerry Offerings). Anonymized or aggregated information about usage of BlackBerry Offerings may be provided in a form that does not personally identify you to our service providers as part of analytics services and to help manage online advertising. Most browsers are initially set to accept Cookies, but you can usually change your browser settings to refuse Cookies or to indicate when a Cookie is being sent. You can typically remove or block browser Cookies using the settings in your browser, but that may impact your ability to use certain BlackBerry Offerings as they may not work well or at all with Cookies disabled. Choosing to continue without disabling Cookies indicates your consent to BlackBerry's use of Cookies in accordance with this Privacy Policy. Please visit the section below on "**Managing your preferences**" for more information on managing BlackBerry's use of Cookies.
  - e) **Financial information:** If you purchase a product, service, software or customer support directly from BlackBerry or our service providers, BlackBerry may process credit card or other payment information and use it to facilitate billing and credit services and conduct credit checks, as applicable. Similarly, BlackBerry may process payment or other financial information when you use Near Field Communications functionality on your BlackBerry device.
  - f) **General usage data:** In some cases, information like technical properties and general usage information of software and hardware utilized in conjunction with a BlackBerry Offering might be processed when you use such products, services or software (e.g. type of web browser, referring or exit web pages, operating system version, hardware model of your device or personal computer platform, IP address), or when you use a BlackBerry troubleshooting tool (e.g. basic usage statistics or information about your device including event logs, application configurations, battery life, radio or Wi-Fi signal levels, device reset and memory or system performance information).



- g) **Location information:** When you use BlackBerry Offerings, enable data services, use the browser or location-based functionality on your device, location information associated to your device (e.g. Global Positioning System (GPS) or similar satellite triangulation information, carrier or tower ID, the BSSID (Broadcast Service Set Identifier) and MAC address (Media Access Control address) of Wi-Fi access points, and signal strength of visible Wi-Fi hotspots or wireless towers) may be communicated to BlackBerry or our service providers. If BlackBerry collects and subsequently stores such information, it will be in a form that does not personally identify you (e.g. BlackBerry does not maintain a system that would link specific individuals to a BSSID). BlackBerry may process such information to provide you with or facilitate the provision of information and location-based services (e.g. mapping services, measuring traffic congestion, location-sensitive promotions or coupons). If you choose to use location-based services, you agree that such geographic location information may be processed to provide you with such services. You may manage through the settings on your device either the overall settings for your device's GPS or location functionality or individual settings for each application. If you choose to use location-based services or other applications to disclose your location to other persons or entities, you assume responsibility for the risks involved in doing so, and it is your responsibility to use them appropriately and according to applicable law. If you use Third Party Offerings which provide location-based services, please review the third party's terms and conditions and privacy policy regarding how your location and personal information will be processed, and how to opt-out of any location-based services and advertising provided by the third party.
- h) **Quality assurance and customer service:** Your customer service telephone calls with BlackBerry and BlackBerry's service providers may be recorded or monitored for quality assurance and customer service purposes such as to assist in addressing your inquiries, troubleshooting, training and analytics to identify trends and make improvements to BlackBerry Offerings.
- i) **Third party information:** If necessary to fulfill BlackBerry's identified purposes, BlackBerry may combine the information you submit to BlackBerry with information obtained from other sources or Third Party Offerings. For example, BlackBerry may receive personal information about you from third parties involved in providing you with the products, services, software and websites you are utilizing, such as from your airtime service provider to facilitate the wireless services you are utilizing or in some cases from a Third Party Offering vendor regarding applications used on your device. BlackBerry treats all such personal information in accordance with this Privacy Policy and the terms and conditions between BlackBerry and such third parties, if any, may also apply. However, the third party's own use of your personal information in such cases will be determined by your agreement(s) with the third party, unless that third party is a BlackBerry service provider.

Some of this information would not by itself identify you to BlackBerry or be personally identifiable and is therefore considered non-personal information. If BlackBerry combines any such non-personal information with other personal information available to BlackBerry, the combined information will be treated as personal information in accordance with this Privacy Policy.

## 5. **BlackBerry's processing of your personal information**

### a) **Retention**

BlackBerry retains personal information as long as necessary for the fulfillment of BlackBerry's identified purposes or as otherwise necessary to comply with applicable laws. When personal information is no longer necessary or relevant for BlackBerry's identified purposes, or required by applicable laws, BlackBerry will take steps to have it deleted, destroyed, erased, aggregated or made anonymous. Consistent with good

business practice, BlackBerry continues to evolve our controls, schedules and practices for information and records retention and destruction which apply to your personal information.

**b) International operations and onward transfers**

BlackBerry has an international presence, with offices and facilities in multiple jurisdictions. Except where a BlackBerry subsidiary or affiliate has its own separate privacy policy, all of BlackBerry's international operations and onward transfers are subject to this Privacy Policy.

You agree that, to be able to better serve you and facilitate the use or functioning of BlackBerry Offerings, your personal information may be collected, used, processed, transferred or stored by or on behalf of BlackBerry in multiple jurisdictions including Canada, the United States, the European Economic Area, Singapore and any other country where BlackBerry or our service providers have offices or facilities, including countries which may be outside the region in which you are situated and may have different privacy or data protection legislation, and may therefore be subject to the laws of these countries. If you are a resident of the European Economic Area or a country which restricts data transfers outside of that jurisdiction or region without your consent, you consent to your personal information being transferred outside of the European Economic Area or your country for processing or storage by or on behalf of BlackBerry.

Given the international nature of our business, BlackBerry may also be required to disclose or otherwise provide access to your communications data, including the contents of your communications, and other information under the laws of countries where BlackBerry, our service providers, affiliates and data are located. By using BlackBerry Offerings, you consent to our compliance with applicable laws including any legal process that BlackBerry believes requires that we produce or provide access to your communications data and other information.

**c) Marketing communications from BlackBerry**

BlackBerry may communicate with you by a variety of means, such as using the email address(es) that you associate to your BlackBerry device or your unique device identifier (e.g. PIN). BlackBerry may communicate information, surveys, marketing materials, advertisements or customized content which has been personalized to try to make it more relevant to you as part of your existing business relationship with BlackBerry. For example, we may do so where you have not unsubscribed from receiving such communications and it is permitted by law, where you have explicitly agreed to receive such communications, where you use free services which rely upon advertising (including targeted advertising based on profile information), or through utilizing aggregated data or data that has been made anonymous. BlackBerry may ask you from time to time if you would like to receive from BlackBerry or authorized third parties selected by BlackBerry additional announcements, news, offers or event invitations regarding BlackBerry and BlackBerry Offerings. You may also choose to provide BlackBerry with information in response to various BlackBerry promotions. If you agree to participate in contests, surveys, giveaways, reviews, or other promotions that BlackBerry sponsors or co-sponsors, please ensure that you read the Notice that may be associated with these initiatives in order to obtain further details about how your personal information will be managed. Typically, an unsubscribe mechanism is included with every BlackBerry marketing or commercial communication. Please visit the section below on **“Managing your preferences”** for more information on managing marketing or commercial communications from BlackBerry.

**d) Service-related communications from BlackBerry**

BlackBerry may also send you certain service-related communications. For example, BlackBerry may send a welcome email or message when you first register your device to inform you about the service and its terms, to notify you of important changes, to tell you how to manage your credentials or account, to provide service infrastructure notifications or information about upgrades or updates, to provide warranty information, product recall information, safety or security information, or for surveys of current or former users. Because such service-related communications are important to your use of BlackBerry Offerings, you may not opt-out of receiving these communications.

**e) Information sharing**

In accordance with this Privacy Policy, BlackBerry may share your personal information within BlackBerry or with our service providers. BlackBerry may also share information with our financial, insurance, legal, accounting or other advisors that provide professional services to BlackBerry. BlackBerry may also share information in a manner consistent with this Privacy Policy with third parties involved in providing BlackBerry Offerings to you including airtime service providers, authorized resellers, distributors, merchants of record or payment processors, subcontractors or entities participating in BlackBerry's supply or repair chains.

In certain situations where you purchase or use a Third Party Offering (e.g. paid content subscription service, downloaded application), BlackBerry may share certain information with the third party for purposes of providing you with the product, service or software and your information will then be subject to the third party's privacy policy. We encourage all our users to learn about the privacy practices of such third parties before agreeing to purchase or obtain their products, services or software.

BlackBerry uses contractual or other means to provide a comparable level of protection while the information is being processed by our service providers. It is BlackBerry's policy to enter into confidentiality obligations with any third party that obtains confidential information including personal information from BlackBerry. For example, except where BlackBerry is required or permitted by law to disclose personal information, our service providers to whom we provide your personal information typically agree to hold the information in confidence and only use the information for the purposes for which it was provided or to comply with applicable laws.

In the event of the sale of all or a portion of BlackBerry's assets, BlackBerry may provide personal information to the third party purchaser.

BlackBerry may utilize third parties (e.g. advertising networks) to target advertisements at non-personally identifiable attributes or aggregated data that is derived from profile data processed by BlackBerry, and provide such third parties with general statistics relating to the advertisements delivered. Please visit the section below on "**Managing your preferences**" for more information on managing marketing or commercial communications from BlackBerry.

**f) Third Party Offerings**

BlackBerry does not own or operate all the applications or services that you download and use on your device or through other BlackBerry Offerings. When you download or utilize Third Party Offerings, personal information from your device or other BlackBerry Offerings may be accessed by such third parties. For example, a Third Party Offering might access on-device data such as contacts, calendar entries, email, location-based information, or it may access or share files or data stored on the device (including with

additional Third Party Offerings). You should review the privacy policies and any agreements with such third parties to understand how your personal information will be treated by those entities, as BlackBerry is not responsible for your dealings with third parties or their applications, products, services or software. BlackBerry does not directly control how such third parties process any personal information they collect in connection with the Third Party Offerings you use.

In some cases, you may adjust the permissions granted to Third Party Offerings. You should periodically review these permissions including default permissions, as well as the Options or Settings menu on your device, in order to learn more about its security and available controls.

## **6. Accuracy of your personal information**

BlackBerry takes reasonable steps to ensure that personal information is sufficiently accurate, complete and up-to-date. BlackBerry also depends on you to update or correct your personal information whenever necessary.

## **7. Safeguarding your personal information**

BlackBerry continues to evolve our physical, organizational and technological measures used to protect your personal information against loss or theft, unauthorized access, alteration or disclosure appropriate to its level of sensitivity. For example, if a BlackBerry website requests your name and password, it will have a variety of security measures in place that are designed to protect against the loss, misuse and unauthorized alteration of the personal information submitted to BlackBerry. Through BlackBerry's *Code of Business Standards and Principles*, BlackBerry employees are made aware of the importance of appropriately and securely handling personal information, to keep it in secure locations and systems, and to limit access to personal information to those with a need to know it for business reasons.

In addition, certain BlackBerry systems and processes are externally certified on a regular basis (e.g. certification to *ISO/IEC 27001:2005 Information Security Management System* standard).

### **a) Your obligations to safeguard your personal information**

You also have an obligation to safeguard your personal information. You can reduce risk of unauthorized access to your personal information by using common sense security practices. For example, you are responsible for utilizing appropriate security measures to control access to your device and computer system, such as creating a strong password that cannot be easily guessed by others (e.g. by including punctuation marks, numbers, capital and lowercase letters, and choosing a password of an appropriate length and which does not include your name or account name), using different passwords for different services and using up-to-date antivirus software.

As noted above, in some cases, you may adjust the permissions granted to Third Party Offerings. You should periodically review these permissions including default permissions, as well as the Options or Settings menu on your device, in order to learn more about its security and available controls.

If you return, sell, discard, or transfer your device or other BlackBerry product to another person or entity (such as providing your device to BlackBerry or another entity for repair, refurbishment or replacement), you should ensure that the device and any associated accessories and peripherals are removed or securely wiped of any personal information or other sensitive data they might contain (e.g. SIM cards, microSD

cards). You should also disassociate your device from all email accounts and other data services so that email and data are no longer directed to the device (e.g. push services, emails delivered through the BlackBerry Internet Service, remote backup). Otherwise, your personal information may be available to a subsequent user of the device, and you may incur subscription and network data charges. You may learn more about how to take steps to protect yourself through the Options or Settings menu on your device, searching support articles online at [www.blackberry.com](http://www.blackberry.com), or by contacting your airtime service provider.

## **8. BlackBerry's ongoing efforts to be transparent**

BlackBerry continues to make available information to help our users better understand BlackBerry's processing of personal information and how to exercise choices regarding the use of your personal information through various channels including this Privacy Policy, applicable Notices and additional information that may be made available from time to time on various BlackBerry websites or on your device.

## **9. You can access your personal information**

Upon written request, BlackBerry will inform you whether or not it holds personal information about you and provide you with access to your information within a reasonable timeframe and at minimal or no cost in accordance with applicable laws. If you identify an inaccuracy or incompleteness in your personal information, BlackBerry will amend your information and notify any third parties as required by applicable laws.

In certain situations and depending on applicable laws, BlackBerry may not be able to provide access to all of the personal information that it holds about you. For example, BlackBerry may not provide access to information if doing so:

- would likely reveal personal information about a third party;
- could reasonably be expected to threaten the life or security of another individual;
- would reveal BlackBerry or third party confidential information;
- includes information that is protected by solicitor or attorney client privilege; or
- includes information that was processed in relation to the investigation of a breach of an agreement or a contravention of a law.

In order to safeguard your personal information from unauthorized access, BlackBerry may ask that you provide sufficient information to identify yourself prior to providing access to your personal information.

Depending on the circumstances and applicable laws, BlackBerry may refuse to process certain access requests (e.g. access requests that are unreasonably repetitive or systematic, would be extremely impractical or require disproportionate technical effort).

## **10. Questions or concerns? How to contact us**

BlackBerry welcomes your questions or comments regarding this Privacy Policy and the way we process your personal information. If you have any questions, concerns or wish to request access to your personal information pursuant to applicable privacy or data protection laws, please contact BlackBerry either by email or in writing and we will use commercially reasonable efforts to respond:

- by email: [privacyoffice@blackberry.com](mailto:privacyoffice@blackberry.com), or
- write to one of the following BlackBerry offices closest to you:
  - **BlackBerry Privacy Office c/o BlackBerry (attention Legal Department), 2200 University Avenue East, Waterloo, Ontario, Canada N2K 0A7**
  - **BlackBerry Privacy Office c/o BlackBerry (attention Legal Department), 200 Bath Road, Slough, Berkshire, United Kingdom SL1 3XE**
  - **BlackBerry Privacy Office c/o BlackBerry (attention Legal Department), 1 International Business Park, The Synergy Building, 2nd Floor, Singapore 609917**

**a) Managing your preferences**

Generally, you may withdraw at any time your consent for BlackBerry to process your personal information in accordance with this Privacy Policy, subject to legal or contractual restrictions and reasonable notice. For example, although you can use BlackBerry Offerings for some purposes without providing us with any personal information, BlackBerry may need to process personal information for some services, including those that require payment or involve an ongoing relationship such as registration or subscription services. As such, BlackBerry may continue to use your personal information as may be required to provide you with requested services, and to the extent that BlackBerry is contractually obligated to do so or as necessary to enforce any contractual obligations you may have with BlackBerry. If you refuse to provide BlackBerry with the information it requires or later contact us in writing at one of the addresses above to withdraw your consent to use and disclose this information, BlackBerry may no longer be able to provide you with your BlackBerry Offerings.

**Marketing or commercial communications:** You may unsubscribe from receiving marketing or commercial communications about BlackBerry or BlackBerry® products, services and software by:

- clicking the unsubscribe link at the end of any marketing or commercial communication from BlackBerry;
- by indicating your preference at [www.blackberry.com/unsubscribe](http://www.blackberry.com/unsubscribe); or
- by writing to **BlackBerry Privacy Office c/o BlackBerry (attention Legal Department), 2200 University Avenue East, Waterloo, Ontario, Canada, N2K 0A7** and advising what particular types of marketing or commercial communications you no longer wish to receive.

**Cookies:** As noted above, you may also opt-out of BlackBerry’s use of Cookies through one of the following methods:

- Change your browser settings to refuse Cookies or to indicate when a Cookie is being sent.
- Remove or block browser Cookies using the settings in your browser, but that may impact your ability to use certain BlackBerry Offerings as they may not work well or at all with Cookies disabled.
- Opt-out directly from certain **performance** Cookies at <http://metrics.blackberry.com/optout.html>.

**b) Changes to this Privacy Policy**

BlackBerry will occasionally update this Privacy Policy so that it remains relevant and current with changing technologies, applicable laws, our evolving business practices and the needs of our users. BlackBerry encourages you to periodically review this Privacy Policy to stay informed of how BlackBerry manages your personal information. If any changes are made to this Privacy Policy, BlackBerry will revise the “Last Updated” date that is indicated on the Privacy Policy.

If material changes are made that impact you, we will notify users by placing a prominent notice at [www.blackberry.com/legal](http://www.blackberry.com/legal). Depending on the circumstances, we may also decide to send users a notice electronically. If you continue to use your BlackBerry Offerings after notice of the change has been given, you will be deemed to have accepted such changes.

Last Updated 2014-09

**BLACKBERRY SOLUTION LICENSE AGREEMENT**

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OR EXCLUDE BLACKBERRY'S LIABILITY TO THE GSA CUSTOMER AND THAT OTHERWISE IMPACT THE GSA CUSTOMER'S LEGAL RIGHTS.**

This BlackBerry Solution License Agreement (the "Agreement" or "BBSLA") is a legal agreement between The GSA Customer: a U.S. Government agency or instrumentality ("The GSA Customer"), and BlackBerry Corporation ("BlackBerry") whose registered office is at 6700 Koll Center Parkway, 2nd Floor, Suite 200, Pleasanton California, 94566 (together the "Parties" and individually a "Party"). If The GSA Customer is using Software in conjunction with a Handheld Product on behalf of The GSA Customer's entity then "The GSA Customer", will mean the entity on whose behalf The GSA Customer is acting. With respect to the license and distribution of the Software, BlackBerry is either a direct or indirect licensee of: (a) any one or more of its subsidiaries and affiliates (which subsidiaries and affiliates together with BlackBerry are referred to in this Agreement as the "BlackBerry Group of Companies"); or (b) of a third party licensor to any of the BlackBerry Group of Companies including BlackBerry.

THE GSA CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE GSA CUSTOMER HAS ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT BLACKBERRY AT [LEGALINFO@BLACKBERRY.COM](mailto:LEGALINFO@BLACKBERRY.COM).

THIS AGREEMENT REPLACES AND SUPERSEDES ANY PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS AND ANY BLACKBERRY SOFTWARE LICENSE AGREEMENT OR BLACKBERRY SOLUTION LICENSE AGREEMENTS, TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE, AS OF THE DATE OF THE GSA CUSTOMER'S EXECUTION OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF THE GSA CUSTOMER'S BLACKBERRY SOLUTION (FOR FURTHER INFORMATION, SEE BELOW THE SECTION TITLED "AMALGAMATION OF AGREEMENTS" (SECTION 30)).

IF, PRIOR TO THE FIRST INSTANCE IN WHICH THE GSA CUSTOMER INSTALLS, ACTIVATES OR USES THE FIRST ITEM OF SOFTWARE LICENSED UNDER THIS AGREEMENT, THE GSA CUSTOMER DECIDES IT IS UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, THE GSA CUSTOMER HAS NO RIGHT TO USE ANY SOFTWARE AND THE GSA CUSTOMER SHOULD: (A) PROMPTLY RETURN THE SOFTWARE TO BLACKBERRY, DELETE IT, OR DISABLE IT; (B) IF THE GSA CUSTOMER PURCHASED A BLACKBERRY PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF BLACKBERRY, PROMPTLY RETURN THE BLACKBERRY PRODUCT AND THE ACCOMPANYING SOFTWARE AND ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO BLACKBERRY OR THE BLACKBERRY AUTHORIZED DISTRIBUTOR FROM WHOM THE GSA CUSTOMER OBTAINED THE BLACKBERRY PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS; OR (C) IF THE GSA CUSTOMER PURCHASED A THIRD PARTY HANDHELD PRODUCT ON WHICH THE SOFTWARE IS PRE-INSTALLED BY OR ON BEHALF OF BLACKBERRY, PROMPTLY ARRANGE FOR THE DISABLEMENT OF THE SOFTWARE WITH BLACKBERRY OR THE BLACKBERRY AUTHORIZED DISTRIBUTOR FROM WHOM THE GSA CUSTOMER OBTAINED THE THIRD PARTY HANDHELD PRODUCT AND ACCOMPANYING SOFTWARE AND ITEMS. If, in the circumstances set out above, The GSA Customer paid for the Software, and/or for the BlackBerry Product that The GSA Customer acquired



with such Software and are unable to use the BlackBerry Product without that Software, and The GSA Customer provides BlackBerry or the authorized distributor from whom The GSA Customer acquired the Software for the BlackBerry Products with The GSA Customer's proof of purchase within thirty (30) days from the date The GSA Customer acquired the Software, BlackBerry or the authorized distributor will refund the fees (if any) to The GSA Customer which it paid for these items. To get a refund for Software on Third Party Handheld Products (note however that the Software is provided at no charge on some Third Party Handheld Product(s) and hence there may be nothing to refund) please contact The GSA Customer's authorized distributor of the Software for that Third Party Handheld Product. If, in the circumstances set out above, The GSA Customer is unable to obtain a refund for the Software from an authorized distributor please contact BlackBerry at [legalinfo@blackberry.com](mailto:legalinfo@blackberry.com).

1. Definitions. Unless the context requires otherwise, the following terms have the meanings set out below

(and where the context so admits, the singular shall include the plural, and vice versa):

"Airtime Service" means wide-area wireless network services, other network services (including wireless local area network, satellite and Internet services) and any other services provided by The GSA Customer's Airtime Service Provider(s) for use in conjunction with The GSA Customer's BlackBerry Solution.

"Airtime Service Provider" means an entity that provides Airtime Services.

"Authorized Users" means any of the following to whom The GSA Customer gives permission to use the Software as part of The GSA Customer's BlackBerry Solution: (a) any of The GSA Customer's employees, agents, consultants or independent contractors (collectively referred to as "employees," hereinafter); and (b) any other person who BlackBerry authorizes in writing. Notwithstanding the foregoing, this Agreement does not convey the automatic right to have The GSA Customer's BlackBerry Server Software hosted by a third party.

"BlackBerry Handheld Product", also known as "BlackBerry Device", means a device manufactured by or on behalf of BlackBerry, including any such smartphone, smart card reader, tablet or BlackBerry Presenter.

"BlackBerry Handheld Software" means BlackBerry proprietary software (comprised of BlackBerry proprietary: software, firmware, interfaces and Content, whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use on a Handheld Product that is: (a) loaded on Handheld Products as originally shipped by BlackBerry; or (b) transmitted, distributed or otherwise made available to The GSA Customer by or on behalf of BlackBerry from time-to-time for use on The GSA Customer's Handheld Product either directly or through a BlackBerry Store. Examples of BlackBerry Handheld Software include the BlackBerry proprietary operating system software and BlackBerry proprietary applications pre-installed on a BlackBerry Handheld Product or made available through a BlackBerry Store, and any BlackBerry proprietary software product transmitted, distributed or otherwise made available by or on behalf of BlackBerry from time-to-time specifically for use on Third Party Handheld Products.

"BlackBerry Payment Service" is the BlackBerry proprietary payment infrastructure which enables the purchase of In-App Products and other digital products and services through a BlackBerry Store.

"BlackBerry PC Software" means BlackBerry proprietary software (comprised of BlackBerry proprietary software, interfaces and Content, whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use as part of a BlackBerry Solution and for only a single end user to use and access on a personal computer at any one time. An example of BlackBerry PC Software is "BlackBerry Desktop Software", which can be used to provision and maintain synchronization between The GSA Customer's Handheld Product and The GSA Customer's personal computer and provides other desktop management functionality.

"BlackBerry Prosumer Services" are BlackBerry Services designed and offered by BlackBerry to provide BlackBerry customers with certain functionality provided by BlackBerry Server Software without BlackBerry customers having to acquire such server software. An example of BlackBerry Prosumer Services is BlackBerry's "BlackBerry Internet Service", which enables subscribers to: (a) integrate certain ISP or other third party email accounts for push based delivery to The GSA Customer's Handheld Product; (b) create a device based email address for The GSA Customer's Handheld Product; and (c) access certain Internet content and services. All or some of BlackBerry Prosumer Services may not be supported by The GSA Customer's Airtime Service Provider. Please check with The GSA Customer's Airtime Service Provider for availability.

"BlackBerry Server Software" means BlackBerry proprietary server software (comprised of BlackBerry proprietary: software, interfaces and Content, that may or may not technically be considered software code, including the server routing protocol identifier (SRP ID), SRP authentication key and any other identifier that BlackBerry provides for use with a specific copy of server software; and Third Party Components), or a portion thereof, a single copy of which is designed to be installed on a computer and accessed by multiple Handheld Products or personal computers, as applicable, at any one time. Examples of BlackBerry Server Software include the "BlackBerry Enterprise Server" product, which is designed to integrate with and provide a link between certain corporate application servers (such as email servers) and the Handheld Products provisioned to operate with "BlackBerry Enterprise Server" software, and the "BlackBerry Mobile Voice System" software, which is designed to make office phone features available to Handheld Products.

"BlackBerry Solution" means the Software, and at least one of the following additional items for use in conjunction with the Software: BlackBerry Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and/or BlackBerry Service(s); along with the applicable Documentation.

"Content" means any data, text, music, sound, ringtone, photograph, graphic, video, message, tag, or other digital material or other digital information.

"Documentation" means the applicable installation guide including, any codes of conduct, guidelines, or usage rules prepared and supplied by BlackBerry for the specific type and version of Software, BlackBerry Product or BlackBerry Service, including any safety instructions. Documentation does not include any installation guide or end-user documentation that is prepared by any person other than by BlackBerry or any modifications made to documentation made by any person other than BlackBerry.

"Handheld Product" means: (a) a BlackBerry Handheld Product; or (b) a Third Party Handheld Product.

"In-App Products" means digital products or services that are sold to The GSA Customer using the BlackBerry Payment Service through copies of Software or Third Party Software that The GSA Customer acquires through a BlackBerry Store.

"Kiosk" means a department in a BlackBerry Store.

"Merchant of Record" or "MoR" means the entity that is responsible for processing purchases as identified at the time of purchase, which may differ by payment type, jurisdiction and Kiosk.

"My World" means a repository that enables The GSA Customer to uninstall and reinstall on its Handheld Product certain Software and Third Party Items The GSA Customer acquires through a BlackBerry Store.

"Offerings" means In-App Products, and any item or service made available through a BlackBerry Store including, any BlackBerry Product, Software, BlackBerry Service, Third Party Item or Third Party Service made so available.

"Offering Vendors" means the individuals and entities that submit Offerings for distribution through a BlackBerry Store.

"Paid BlackBerry Services" means BlackBerry Services for which The GSA Customer or its Authorized Users must register and pay a fee to BlackBerry in order to receive.

"BlackBerry Peripherals" means BlackBerry-branded accessories or other items, including microSD cards or other expandable memory and headsets designed to work in conjunction with a BlackBerry Product.

"BlackBerry Product" means any of the BlackBerry Handheld Products and any BlackBerry Peripherals exclusive of any Software.

"BlackBerry Service(s)" means any service expressly identified as a service made available to The GSA Customer by or on behalf of BlackBerry or a BlackBerry affiliate, but the fact that BlackBerry co-brands a Third Party Service does not in and of itself make it a BlackBerry Service.

"BlackBerry Store" means a BlackBerry or BlackBerry affiliate proprietary digital storefront, other than the "BlackBerry Enterprise Store", through which Vendors submit Offerings for distribution to end users; but "BlackBerry Store" does not include the digital storefront at [www.shopblackberry.com](http://www.shopblackberry.com) operated by Global Solutions, Inc.

"BlackBerry Store Offering" means an Offering made available through a BlackBerry Store.

"Service Providers" has the meaning set out in Section 9(e).

"Software" means any of the BlackBerry Handheld Software, BlackBerry PC Software or BlackBerry Server Software provided to The GSA Customer under this Agreement, in whatever form, medium or manner provided or subsequently installed or used. The term "Software" shall not include any Third Party Software or Third Party Items, whether or not the Third Party Software or Third Party Item is distributed by BlackBerry or on behalf of BlackBerry, or through a BlackBerry Store or any other channel using the BlackBerry Payment Service, or the Third Party Software or Third Party Item accompanies, is provided with, or operates in conjunction

with, the Software and/or any other portion of The GSA Customer's BlackBerry Solution or Third Party Handheld Product.

"Third Party Components" means software and interfaces, licensed by BlackBerry from a third party for incorporation into a BlackBerry software product, or for incorporation into firmware in the case of BlackBerry hardware products, and distributed as an integral part of that BlackBerry product under a BlackBerry brand, but shall not include Third Party Software.

"Third Party Content" means Content proprietary to a third party.

"Third Party Handheld Product" means any device including a portable device such as a smartphone or tablet, other than a BlackBerry Device, on which BlackBerry Handheld Software or any portion thereof, has been designed and authorized by BlackBerry to operate (including, where the BlackBerry Handheld Software is intended to access the BlackBerry infrastructure, such as where BlackBerry enters into an agreement with The GSA Customer's Airtime Service Provider authorizing that third party device to access the BlackBerry infrastructure).

"Third Party Items" means Third Party Content and Third Party Products.

"Third Party Hardware" means Handheld Products, computer, equipment, peripherals and any other hardware product that is not a BlackBerry Product.

"Third Party Products" means Third Party Hardware and Third Party Software and any other commercial products that are not BlackBerry Products.

"Third Party Services" means services provided by a third party, including Airtime Services, services provided by a third party MoR or payment processor, and any website that is not operated by BlackBerry.

"Third Party Software" means standalone software applications proprietary to a third party that are provided or otherwise made available with, on or through BlackBerry Products, Software or BlackBerry Services, such as a BlackBerry Store.

"The GSA Customer's BlackBerry Solution" means the Software, and at least one of the following additional items which The GSA Customer obtains, installs, provides, or otherwise authorizes and accepts responsibility for the use of, in conjunction with the Software, as applicable in The GSA Customer's circumstances: BlackBerry Product, BlackBerry Server Software, BlackBerry Handheld Software, BlackBerry PC Software and/or BlackBerry Service(s); along with the applicable Documentation. Third Party Items and Third Party Services are not part of The GSA Customer's BlackBerry Solution.

"The GSA Customer's Content" means any Content The GSA Customer or The GSA Customer's Authorized Users submit or otherwise make available to a BlackBerry Service or Third Party Service.

## 2. Software and Documentation License.

- (a) The Software is licensed and not sold under this Agreement. The GSA Customer's license to use the Software is conditional upon payment of the applicable license fees, if any. Subject to the terms and conditions herein, this Agreement grants The GSA

Customer a revocable, non-exclusive, non-transferable license that permits The GSA Customer and its Authorized Users, collectively:

- (i) if the Software is BlackBerry Server Software:
  - (1) to install and use up to the number of copies (including virtual copies) of the Software for which license fees have been paid to BlackBerry as stated in an applicable GSA Customer Purchase Order; and
  - (2) to enable up to the number of Handheld Products or personal computers, as applicable, for which fees have been paid to BlackBerry as stated in an applicable GSA Customer Purchase Order. (e.g. number of client access licenses ("CALs") purchased for BlackBerry Enterprise Software).
- (ii) if the Software is BlackBerry Handheld Software or BlackBerry PC Software and:
  - (1) is pre-installed on hardware, then, to use the single copy of that Software installed on the hardware; or
  - (2) is not pre-installed on hardware, then, to install and use the Software on the number of units of the applicable hardware as stated in an applicable GSA Customer Purchase Order corresponding to the license fees for the Software paid to BlackBerry or BlackBerry's authorized distributor.

If The GSA Customer is acquiring the Software (and any associated CALs) on a subscription basis or as part of a free trial, then the license rights set out above apply only for the time period stated in an applicable GSA Customer Purchase Order.

In all cases, the license(s) granted under this Agreement, permit The GSA Customer and its Authorized Users to use or allow the use of the Software or to access the BlackBerry Services only for The GSA Customer's own internal purposes and only as part of The GSA Customer's BlackBerry Solution. If an Authorized User also wishes to use the BlackBerry Handheld Software as part of another BlackBerry Solution (i.e. a BlackBerry Solution comprised in part of BlackBerry proprietary products, software or services which The GSA Customer, or someone acting on The GSA Customer's behalf, have not obtained, installed or provisioned, and The GSA Customer is prepared to permit, but not accept responsibility for, such use; "Other BlackBerry Solution"), then that use is not covered by this license agreement and The GSA Customer must require the Authorized User to enter into a separate license agreement with BlackBerry entitling him or her to use the Software as part of the Other BlackBerry Solution. For example, if The GSA Customer is a Government agency or instrumentality, and The GSA Customer's employee wishes to use the BlackBerry Handheld Software in conjunction with his or her personal BlackBerry Prosumer Services or the Windows Live Messenger client Software, and The GSA Customer is prepared to permit, but not take responsibility for such use, then that use is not covered by this Agreement with "The GSA Customer" as a Government agency or instrumentality and The GSA Customer is not responsible for it, provided that The GSA Customer confirmed with the Authorized User that he or she has entered into this Agreement in their personal capacity in relation to their use of that Software as part of the Other BlackBerry Solution. Similarly if The GSA Customer has a Hosted BES Access Agreement in place, The GSA Customer's customers must enter into a BBSLA in order to use the BlackBerry Enterprise Server Software as part of their BlackBerry Solution).

- (b) Updates and Upgrades. This Agreement and the licenses granted herein, do not imply any rights or entitlement to: (A) future upgrades or updates of the Software or Third Party Software; (B) in the case of BlackBerry Handheld Software, the ability to access applications, other than those included in the Software; or (C) acquire any new or modified BlackBerry Services. Notwithstanding the foregoing, the Software may include functionality to automatically check for updates or upgrades to the Software, and The GSA Customer may be required to update Software or Third Party Software in order to continue to access or use certain BlackBerry Services, other new Software or Third Party Items or Third Party Services or portions thereof. Unless The GSA Customer, or a third party with whom The GSA Customer has an agreement to provide The GSA Customer's BlackBerry Solution or portions thereof to The GSA Customer, configures The GSA Customer's BlackBerry Solution to preclude the transmission or use of upgrades or updates to the Software, Third Party Software or BlackBerry Services, The GSA Customer hereby agrees that BlackBerry may (but is not obligated to) make such updates or upgrades available to The GSA Customer from time-to-time. Any updates or upgrades provided to The GSA Customer by BlackBerry under this Agreement shall be considered BlackBerry Handheld Software, BlackBerry PC Software, BlackBerry Server Software, BlackBerry Services or Third Party Software, as the case may be.
- (c) Beta Products. If the Software, or any Service accessed through the Software, is identified as pre-commercial, evaluation, "alpha" or "beta" software ("Beta Software" and "Beta Service" respectively), the license rights set out above with respect to The GSA Customer's use of such Beta Software or access to the Beta Services applies only for the time period authorized by BlackBerry ("Test Period") and solely to the extent necessary to enable The GSA Customer, and The GSA Customer's Authorized Users (to test and provide Feedback to BlackBerry regarding the Beta Software and Beta Services, and any BlackBerry Product provided by BlackBerry for use with the Beta Software ("Beta Hardware", and together with Beta Software and Beta Services, "Beta Products"). If Beta Software or other Beta Products are provided as part of a BlackBerry developer program, to develop software applications for use solely with the applicable Software, or commercial versions of the Beta Software or other Beta Products, if and when they are commercially released by BlackBerry. Such license will expire upon the expiration of the Test Period. The GSA Customer acknowledges and agrees that BlackBerry may include technical measures in the Beta Products that render them inoperable after a specified period of time and The GSA Customer agrees that it will not circumvent such technical measures, nor attempt to do so. In consideration of the grant of license to the Beta Products, The GSA Customer agrees that it will provide BlackBerry with Feedback on Beta Products as BlackBerry reasonably requests, including ongoing feedback regarding bugs and faults experienced during the Test Period, without any compensation or reimbursement of any kind from BlackBerry, and that Section 7(a) below entitled "Feedback" will apply to such Feedback. BlackBerry may specifically request that The GSA Customer complete a survey related to a specific Beta Product and The GSA Customer agrees to complete any such surveys.
- (d) Reproduction Rights. The GSA Customer may not distribute or modify the Software, or any Content made available to The GSA Customer as part of a BlackBerry Service, in whole or in part. Except to the extent that BlackBerry is expressly precluded by federal law from prohibiting these activities, The GSA Customer may not copy, reproduce or in any other manner duplicate the Software, or any Content made available to The GSA Customer as part of a BlackBerry Service, in whole or in part, except as expressly authorized in this Agreement, in the Documentation for the applicable BlackBerry Service, or in a separate written agreement between The GSA Customer and BlackBerry

or a BlackBerry affiliate. For the purposes of this provision, "copy" or "reproduce" shall not include copying of statements and instructions of the Software that naturally occurs during normal program execution when used in accordance with and for the purposes described in the Documentation or in the course of making unmodified regular back-ups of the Software or of the computer or system on which the Software is installed, in accordance with Government standard practices. The GSA Customer may not copy any Documentation or portion thereof other than for The GSA Customer's own personal or internal use and for use in conjunction with The GSA Customer's use of its BlackBerry Solution.

### 3. Rules of Use for BlackBerry Solution.

The GSA Customer is responsible for all activities with respect to its BlackBerry Solution undertaken by The GSA Customer and its authorized Users. The GSA Customer will ensure that:

- (a) The GSA Customer and its Authorized Users only use The GSA Customer's BlackBerry Solution and any portion thereof, in accordance with this Agreement, all applicable federal laws and regulations, and the applicable Documentation for The GSA Customer's BlackBerry Solution or portion thereof;
- (b) The GSA Customer has the right and authority to enter into this Agreement, either on its own behalf or on behalf of a Government agency or instrumentality;
- (c) Any information that is provided to BlackBerry pursuant to this Agreement, including when registering to use any BlackBerry Service, placing an order through a BlackBerry Store, or completing a transaction through the BlackBerry Payment Service, is true, accurate, current and complete, and so long as The GSA Customer or The GSA Customer's Authorized Users continue to use a BlackBerry Service or maintain an account, The GSA Customer will update such information to keep it true, accurate and complete.
- (d) The GSA Customer and its Authorized Users do not knowingly, after making such inquiries as a reasonable person in The GSA Customer's or its Authorized User's position would undertake, use or permit others to use The GSA Customer's BlackBerry Solution or portion thereof in isolation or with any Third Party Item or Third Party Services in a manner that in BlackBerry's judgment, acting reasonably, interferes with, degrades or adversely affects any software, hardware, system, network, Content, or service, including any part of The GSA Customer's or any other end user's BlackBerry Solution, used by any person, including BlackBerry or an Airtime Service Provider, or otherwise has a detrimental effect upon BlackBerry or the BlackBerry Group of Companies. The GSA Customer will immediately cease any such activity upon BlackBerry delivering notice of same to The GSA Customer.
- (e) The GSA Customer and its Authorized Users will not use The GSA Customer's BlackBerry Solution or any part thereof to transmit, publish, post, upload, distribute or disseminate any inappropriate, profane, harassing, abusive, defamatory, libelous, obscene, illegal or deceptive Content.
- (f) The GSA Customer and its Authorized Users will not use The GSA Customer's BlackBerry Solution, or any part thereof, to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including uploading, collecting, storing, posting, transmitting, communicating or otherwise making available any information or material that The GSA Customer does not have a right to collect, store or make available, including under any federal law or under contract or in

violation of any duty, in breach of privacy rights or laws, illegal gambling, or any act that would infringe, violate or misappropriate any intellectual property rights and/or other proprietary rights of any third party (including copying and sharing software or Content for which The GSA Customer and its Authorized Users do not have the rights to copy and share, or unlawfully circumventing any digital rights management protections);

- (g) The GSA Customer and its Authorized Users will not use the BlackBerry Solution, or any part thereof, to upload, post, email, transmit, or otherwise make available any software or Content that contains any (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software or Content likely or intended to (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data ("Malware") (and, if The GSA Customer becomes aware of the existence of any Malware in or relating to the BlackBerry Solution, The GSA Customer will promptly notify BlackBerry);
- (h) The GSA Customer and its Authorized Users will not sell, rent, lease, or transfer, or attempt to sell, rent, lease, or transfer, the Software or any Content, or any part thereof, made available to The GSA Customer as part of a BlackBerry Service or The GSA Customer's entitlement to use a BlackBerry Services or any part thereof, (including operating a service bureau or equivalent service using the Software) to any other person, or in the case of pre-installed Software, for use on any other device, without the prior express written permission of BlackBerry;
- (i) The GSA Customer and its Authorized Users will not attempt to gain unauthorized access to any BlackBerry Services, other accounts, computer systems or networks connected to a BlackBerry Service, through hacking, password mining or any other means, or obtain or attempt to obtain any materials or information made available through a BlackBerry Service through any means not intentionally made available to The GSA Customer by such BlackBerry Service;
- (j) The GSA Customer and its Authorized Users will not use The GSA Customer's BlackBerry Solution, or any part thereof, to impersonate any person or entity, or falsely state or otherwise misrepresent The GSA Customer or its Authorized User's affiliation with a person or entity, or create a false identity to mislead others, including phishing and spoofing;
- (k) The GSA Customer and its Authorized Users will cooperate with BlackBerry and provide information requested by BlackBerry to assist BlackBerry in investigating or determining whether there has been a breach of this Agreement and subject to Government security requirements, provide BlackBerry or a BlackBerry appointed independent auditor with access to the premises and computers where the BlackBerry Products, BlackBerry Services or Software are or have been used and any associated records. The GSA Customer hereby authorizes BlackBerry to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations; (ii) Government auditors or investigators in investigating acts in violation of this Agreement; and (iii) system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. Such cooperation may include BlackBerry disclosing The GSA Customer's or its Authorized Users' username, IP address, or other personal information.

4. Required Third Party Items and Third Party Services. The GSA Customer is responsible for ensuring that the Third Party Items and Third Party Services (including the computer systems,



Internet connectivity, wireless networks, desktop cryptography implementations and Airtime Services) with which The GSA Customer chooses to operate its BlackBerry Solution meets BlackBerry's minimum requirements, including the processing speed, memory, client software and the availability of dedicated Internet access required for The GSA Customer's BlackBerry Solution as set out in the Documentation. The GSA Customer's and its Authorized Users' use of such Third Party Items and/or Third Party Services with The GSA Customer's BlackBerry Solution are not in violation of any licenses, terms, conditions, laws, rules and/or regulations respecting the use of such Third Party Items and Third Party Services. Airtime Services are generally required to use The GSA Customer's BlackBerry Solution, including, for video chat, email and cellular phone calls. The GSA Customer's Airtime Service Provider may limit which BlackBerry Services and Third Party Services are made available to The GSA Customer. If The GSA Customer wishes to obtain information about which Airtime Service Providers support The GSA Customer's BlackBerry Solution in The GSA Customer's location please contact BlackBerry via [legalinfo@blackberry.com](mailto:legalinfo@blackberry.com). The GSA Customer may extend its desktop based cryptography implementations (such as S/MIME Version 3.0 (or subsequent) or implementations based on the RFC 2440 standards, such as PGP) to The GSA Customer's BlackBerry Handheld using Software, but BlackBerry does not supply the desktop cryptography implementations which are Third Party Items, and, without limiting the general disclaimers in Section 22, NEITHER BLACKBERRY NOR ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO THE GSA CUSTOMER'S DESKTOP CRYPTOGRAPHY IMPLEMENTATION.

5. Additional Terms.

- (a) The GSA Customer may be required to agree to additional terms and conditions:
  - (i) with an MoR to make a purchase through a BlackBerry Store or an In-App Product purchase using the BlackBerry Payment Service; and
  - (ii) with an Airtime Service Provider for Airtime Services.

If The GSA Customer deals with third parties through the Internet or in association with Third Party Services, take care to ensure that The GSA Customer knows who it is dealing with, and that The GSA Customer knows the terms and conditions associated with those websites and any Third Party Services or Third Party Items The GSA Customer may access or receive, including delivery and payment terms, terms of use, end user license terms, ability to return products, privacy terms, privacy settings, and security features to protect The GSA Customer's private information and to ensure The GSA Customer's personal safety.

- (b) In no event shall such additional terms and conditions between The GSA Customer and any third party be binding on BlackBerry or impose any additional obligations, or obligations inconsistent with the terms and conditions of this Agreement.
- (c) To the extent that any Third Party Component is covered by additional terms and conditions that provide The GSA Customer with rights to use, copy, distribute or modify all or a part of such Third Party Component broader than the rights granted to The GSA Customer under this Agreement for the Software, then, solely to the extent that The GSA Customer can exercise such broader rights without breaching the terms or conditions of this Agreement for the remainder of the Software, The GSA Customer may obtain the benefit of such broader rights. Any Third Party Software shipped on a BlackBerry Handheld is provided to The GSA Customer as a convenience by BlackBerry, and if The GSA Customer wishes to obtain the Third Party Software on other terms, The GSA Customer should acquire the Third Party Software directly from its suppliers.

6. BlackBerry Services.

Maintenance. BlackBerry reserves the right to, and The GSA Customer agrees that BlackBerry may upon providing The GSA Customer with 30 days advance notice where practical, temporarily take BlackBerry Services out of operation, in order fix software bugs, install updates and do diagnosis and other maintenance of BlackBerry Services.

7. The GSA Customer Contributions and Other Content.

- (a) Feedback. The GSA Customer may provide feedback to BlackBerry about The GSA Customer's BlackBerry Solution. Unless BlackBerry otherwise agrees in writing, The GSA Customer hereby agrees that BlackBerry may use the feedback, comments, suggestions, ideas, concepts and changes that The GSA Customer or its employees provide to BlackBerry regarding its BlackBerry Solution in an anonymous format, solely for product improvement purposes.
- (b) End User Content, Third Party Items. The GSA Customer, and not BlackBerry, is entirely responsible for The GSA Customer's Content. BlackBerry does not control the Content or other Third Party Items that are made available to The GSA Customer by end users in connection with their BlackBerry Solution or any Third Party Service used in conjunction with their BlackBerry Solution. BlackBerry does not guarantee the accuracy, integrity, or quality of, and is not liable for any such Third Party Items. BlackBerry may establish general practices and limits concerning use of BlackBerry Services, including, the volume of Content that may be stored, the maximum period of time during which the Content or message/discussion board postings will be retained on any BlackBerry Service (including any cloud storage service), and/or the period of time during which The GSA Customer may continue to use or access any Content. The GSA Customer may use Content made available by BlackBerry or a BlackBerry Affiliate, in connection with a BlackBerry Service solely for The GSA Customer's internal use and in accordance with the specific license terms and conditions applicable to the BlackBerry Service. The GSA Customer may not use Content provided to The GSA Customer as part of the "BBM Music" service for ring tones. The GSA Customer agrees that BlackBerry has no responsibility or liability whatsoever for the loss, deletion of, unauthorized access, or failure to store any Content and, provided The GSA Customer has the necessary rights or licenses to do so, The GSA Customer should keep an alternative back-up copy of any important Content.
- (c) The GSA Customer's Content. Other than as expressly provided in this Agreement or an addendum thereto, this Agreement does not transfer any ownership of The GSA Customer's Content to BlackBerry sites.
- (d) Objectionable Content and Third Party Items. The GSA Customer understands that by using its BlackBerry Solution or a Third Party Service, The GSA Customer and its Authorized Users may be exposed to Content and Third Party Items that are, or that The GSA Customer or its Authorized Users consider to be, offensive, indecent, or otherwise objectionable. BlackBerry and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Third Party Items from any BlackBerry Service.
- (e) Parental Controls and Adult Supervision. Portions of The GSA Customer's BlackBerry Solution or Third Party Services may include settings that permit The GSA Customer to block or filter certain Content, BlackBerry Services, Third Party Services or Third Parties. It is entirely The GSA Customer's responsibility to select and enable such settings to its desired preference. BlackBerry does not guarantee that such settings are

error-free, will block all relevant Content, BlackBerry Services, Third Party Services, or Third Parties, or cannot be disabled or circumvented by others who have access to The GSA Customer's BlackBerry Solution.

8. Safety Info Related to Use of Technology.

- (a) Physical Symptoms. In rare cases, people experience seizures or blackouts due to exposure to flashing lights and patterns often found in technology such as video games. If The GSA Customer have done so, or have experienced any nausea, involuntary movements, tingling, numbness, vision issues while using technology in the past, The GSA Customer should consult with a doctor before using similar technology and should immediately cease all such use of such technology should the symptoms reoccur. In any event The GSA Customer should avoid prolonged use of technology to minimize any possible discomfort or fatigue, including any muscle, joint or eye strain.
- (b) Emergency Services. The video calling features of BlackBerry Handheld Software are not interconnected with a public switched telephone network (PSTN), do not use telephone numbers to communicate with other devices, and are not designed or intended to be replacements for The GSA Customer's ordinary mobile or fixed line telephone. In addition, The GSA Customer acknowledges and agrees that neither BlackBerry Mobile Voice Software ("MVS") nor the video chat features of the Software are designed or intended to be a replacement for traditional fixed line or wireless mobile telephone, and that they may not be used to place calls to "911", "112", "999", "000" or other designated numbers intended to connect a user to public safety answering points or similar emergency services pursuant to local telecommunications laws ("Emergency Services "). Calls to Emergency Services are not processed through video chat features or MVS, and will only be processed from a BlackBerry Handheld Product where wireless cellular coverage is available from an Airtime Service Provider. The GSA Customer understands and agrees that additional arrangements, separate from MVS or the video chat functionality of the Software, must be made to access Emergency Services, and that BlackBerry Group of Companies and their respective officers, directors, and employees shall have no responsibility or liability whatsoever for any personal injury, death or damages arising out of or in connection with the inability to access Emergency Services through MVS or the video chat functionality of the Software.

9. BlackBerry Store(s).

The following additional terms and conditions apply to The GSA Customer's and its Authorized Users use of a BlackBerry Store:

- (a) Applicability of Terms to Offerings. Except as expressly set out in this Section 9, all of the terms and conditions in this Agreement respecting Software, BlackBerry Products, Third Party Items, BlackBerry Services, and Third Party Services apply to corresponding type of Offerings. BlackBerry does all of the BlackBerry Group of Company e-commerce transactions for The GSA Customer's jurisdiction, and accordingly, in the context of distributions of BlackBerry Store Offerings and purchases of In-App Products all references in this Agreement to BlackBerry shall be deemed to be references to BlackBerry.
- (b) Changes. BlackBerry reserves the right in its sole discretion to make any updates, modifications and adjustments to a BlackBerry Store without prior notice including to change the available Offerings, Offering descriptions, and terms, provided that such changes will only apply on a prospective basis.

- (c) Location of Offerings. Notwithstanding that an Offering is displayed on the BlackBerry Store it may not be available through a BlackBerry Store in all jurisdictions. BlackBerry reserves the right, in its sole discretion to exclude or otherwise limit the provision of any Offering to a person or entity residing in any jurisdiction or geographical area, and to use technologies and information related to The GSA Customer carrier and/or device, to identify The GSA Customer jurisdiction or geographic area in order to facilitate such exclusions or limitations. Without limiting the foregoing, Offerings may only be downloaded, installed and/or used in the jurisdictions authorized by the applicable Vendor Terms (defined below) or as otherwise designated by the Vendor. In-App Products are only available in the jurisdictions in which the BlackBerry Store Offering through which the In-App Product is made available is also made available to The GSA Customer.
- (d) Minors. Offerings are intended for individuals with the necessary capacity and ability to legally consent to the provision of required information and to enter into a contract. The GSA Customer agree to supervise and be responsible for all usage by minors of a BlackBerry Store and purchases of In-App Product under The GSA Customer name or account.
- (e) Service Providers. BlackBerry may use a variety of service providers, including other members of the BlackBerry Group of Companies to host, operate, and provide fulfillment and other services for the BlackBerry Store(s) and BlackBerry Payment Service ("Service Providers").
- (f) Third Party MoRs. BlackBerry makes the BlackBerry Stores available to The GSA Customer and its Authorized Users, but may not be the Merchant of Record for all BlackBerry Stores or Kiosks or for all purchases of In-App Products. Third party MoRs will be identified at the time of purchase in a BlackBerry Store or of an In-App Product, are providing The GSA Customer with Third Party Services, and in addition to additional terms and conditions, may require that The GSA Customer have an account with a specific payment processor, such as PayPal, Inc. in order to make a purchase.
- (g) Vendor Terms. The GSA Customer's right to use any Offering distributed to it through a BlackBerry Store, including The GSA Customer's right to access and use any Offering that is a service, is subject to the terms and conditions of any end user agreements included with the Offering ("Vendor Terms"). If an Offering Vendor fails to provide Vendor Terms in association with an Offering, then The GSA Customer agrees that its use of such Offering shall be subject to the terms and conditions of an agreement with the same terms and conditions as this Agreement, as though the Offering were Software or BlackBerry Services (as applicable) that forms part of The GSA Customer's BlackBerry Solution, with the following modifications: i) the Offering Vendor shall be deemed to be the licensor or service provider, as applicable, ii) the Offering is provided to The GSA Customer by BlackBerry or its affiliates "AS IS" and "AS AVAILABLE", with no express or implied conditions, endorsements, guarantees, representations or warranties; and iii) as between The GSA Customer and BlackBerry, the limitations and exclusions of liability and refund provisions set out in this Agreement for the applicable type of third party Offering, and not for Software or BlackBerry Services, shall apply.
- (h) Offerings for Personal Use on BlackBerry Handhelds and Not for Resale. Notwithstanding any term or condition in the terms and conditions for a particular Offering, The GSA Customer agrees and represents that it will only acquire Offerings for The GSA Customer's own use and not for sale or resale. The GSA Customer will download, install

and/or use Offerings that are software applications only on a BlackBerry proprietary software platform operating on a Handheld Product.

- (i) **Limited Support.** In relation to a BlackBerry Store, and Third Party Items and Third Party Services made available through a BlackBerry Store, BlackBerry will be responsible for: (a) limited support services with respect to Software and Third Party Items download issues only; and (b) front line support services for technical problems that The GSA Customer may encounter with respect to the BlackBerry Handheld Software that facilitates access to, and use of, the BlackBerry Store. Please refer to the support web page for the applicable BlackBerry Store for support services that are currently available.
  - (j) **Paid Upgrades.** In some cases BlackBerry may make a basic or time limited version of a BlackBerry Service or an item of Software available to The GSA Customer either on the device as shipped or through a BlackBerry Store, but require The GSA Customer to execute a new GSA Customer Purchase Order to obtain the additional functionality.
  - (k) **MoR and BlackBerry Responsibilities for Third Party Items or Third Party Services.** Neither Third Party MoRs nor BlackBerry have technical expertise with respect to Third Party Items or Third Party Services made available through a BlackBerry Store. Offering Vendors are responsible for the warranties and support for their Offerings. The GSA Customer will have the benefit of the Offering Vendor's warranty (if any) with their Offerings. Warranties will vary between Offering Vendors and even between jurisdictions for a particular Offering Vendor. The GSA Customer should refer to the relevant documentation or Vendor Terms supplied with the Offering to find out what support a Vendor is offering and The GSA Customer's rights in relation to support and warranties. Unless agreed otherwise or required by applicable federal law, any warranties provided in relation to Offerings only extend to The GSA Customer on the understanding that The GSA Customer is not a reseller of those Offerings. Except to the extent expressly required by federal law, or by a MoR's return policy (if any) for the specific Third Party Item or Third Party Service, neither the MoRs, nor BlackBerry either acting on its own account or as a Service Provider for a MoR, shall have any obligation to provide any operational or technical support or refund for the Third Party Items or Third Party Services made available through a BlackBerry Store.
  - (l) **Refund or Warranty Rights.** If notwithstanding the provisions of this Agreement, BlackBerry is required by federal law to offer additional refund or warranty rights for an Offering, BlackBerry will provide such remedies as required and, where permitted, BlackBerry may elect to provide one or more alternative BlackBerry Products, Software, BlackBerry Services, Third Party Items or Third party Services.
  - (m) **In-App Products and BlackBerry Payment Service.** The BlackBerry Payment Service enables Offering Vendors to make digital products and services available to The GSA Customer from within Third Party Software or Software. The GSA Customer acknowledges that third party In-App Products are not stored on BlackBerry's servers, are not distributed through a BlackBerry Store, and The GSA Customer agrees that it is the Offering Vendor of those In-App Products, and not BlackBerry, who is responsible to fulfill The GSA Customer's orders and to deliver them to The GSA Customer.
10. **My World.** Once The GSA Customer downloads any Software or Third Party Item through a BlackBerry Service or Third Party Service, it becomes The GSA Customer's responsibility. Neither BlackBerry nor its affiliates shall be liable to The GSA Customer for any loss, destruction, or damage to any such materials. The My World repository enables The GSA

Customer to uninstall and reinstall certain Software and Third Party Items on The GSA Customer's Handheld Product.

11. Intellectual Property.

Neither The GSA Customer nor its Authorized Users acquire any ownership right, title or interest in or to any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright, database rights or rights in any confidential information or trade-secrets, in or relating to The GSA Customer's BlackBerry Solution or any part thereof, including Content that is made available by BlackBerry or its affiliates and their respective suppliers as part of a BlackBerry Service, under this Agreement. The GSA Customer also does not acquire any license rights in or related to The GSA Customer's BlackBerry Solution or any portion thereof, or in any Content made available to The GSA Customer through a BlackBerry Service, other than the rights expressly licensed to The GSA Customer under this Agreement, in the associated Documentation, or in another mutually agreed upon written agreement that The GSA Customer may have with BlackBerry. No title and/or any right of possession to the BlackBerry Product(s) (if any) is granted by virtue of this Agreement, and no title to any Beta Hardware passes to The GSA Customer at all. In no event shall any patent licenses granted in the Software herein extend, or be construed to extend, to the use of any Third Party Services or Third Party Items either on a standalone basis or in conjunction with The GSA Customer's BlackBerry Solution. In no event shall the licenses granted hereunder be construed such that any third party supplier of Services or Items will be able to successfully assert that use of the same either in conjunction with all or a part of the BlackBerry Solution or on a standalone basis are licensed under BlackBerry's patents. The Software and any copies The GSA Customer makes of the Software, is only licensed, and not sold, to The GSA Customer. The Software, all Documentation and any Content provided to The GSA Customer by BlackBerry or its affiliates as part of a BlackBerry Service and any site(s) which allow The GSA Customer to access any BlackBerry Services are protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties, both civil and criminal, for intellectual property infringement. The GSA Customer agrees that nothing in this Agreement shall adversely affect any rights and recourse to any remedies, including to injunctive relief, that BlackBerry and any providers of Content for a BlackBerry Service may have under any applicable federal laws relating to the protection of BlackBerry's or the Content providers' intellectual property or other proprietary rights.

12. Export, Import and Use Restrictions and U.S. Government Licenses. The GSA Customer agrees that the BlackBerry Products and Software may include cryptographic technology and will not be exported, imported, used, transferred, or re-exported except in compliance with the applicable U.S. laws and regulations. The GSA Customer hereby represents that: (A) to the best of The GSA Customer's knowledge it is eligible to receive the BlackBerry Product(s) and Software under applicable law; (B) The GSA Customer will not use the BlackBerry Products and Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity; and (C) The GSA Customer will ensure that Authorized Users use the BlackBerry Product(s) and Software in accordance with the foregoing restrictions. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if The GSA Customer is any agency of the government of the United States of America, then The GSA Customer's rights in respect of the Software shall not exceed the rights provided under this Agreement, unless expressly agreed upon by BlackBerry in a written agreement between The GSA Customer and BlackBerry and signed by a Chief Operating Officer or Chief Executive Officer of BlackBerry.

13. Security, Accounts and Passwords. The GSA Customer agrees to assume full responsibility for the establishment of appropriate security measures to control access to The GSA Customer's Handheld Product and the computer system with which it operates. Without limiting the foregoing, The GSA Customer agrees to choose strong passwords, and to maintain the security and confidentiality of all passwords used to access The GSA Customer's BlackBerry Solution or any portion thereof, including passwords used to access any account established in connection with The GSA Customer's BlackBerry Solution. The GSA Customer further agrees that it is responsible for all activity that occurs using The GSA Customer's passwords, or on or through The GSA Customer's accounts, The GSA Customer agrees to immediately notify BlackBerry of any unauthorized use of all or any portion of its BlackBerry Solution, including any passwords for any portion of The GSA Customer's BlackBerry Solution, by contacting BlackBerry Customer Support (contact information located at [www.blackberry.com/support](http://www.blackberry.com/support)). BlackBerry may take such actions that it deems appropriate following receipt of such notification, but has no obligation to take any action. The GSA Customer agrees that notifying BlackBerry as set out above does not relieve The GSA Customer of responsibility for all activity that occurs using The GSA Customer's passwords, or on or through The GSA Customer's accounts.
14. Changing or Lost/Stolen Devices; Back-up/Wipe Data
- (a) **Lost/Stolen Devices.** If The GSA Customer thinks its Handheld Product(s) has/have been stolen, The GSA Customer should contact federal law enforcement. If The GSA Customer's Handheld Product is lost, or The GSA Customer thinks it is stolen, and The GSA Customer registered its Handheld Product(s) with a BlackBerry Service, such as BlackBerry Protect, that provides device location, locking or remove data wiping features, The GSA Customer should use such BlackBerry Service to attempt to locate or remotely wipe or lock The GSA Customer's Handheld Product. Notwithstanding the foregoing, and without limiting the general disclaimers in Section 22, BlackBerry and its affiliated companies cannot ensure: (i) the availability, accuracy, completeness, reliability or timeliness of location data or any other data accessed through such location services, or (ii) that the remote wipe, remote lock or other functionality of such services will be successfully performed, as the Airtime Service coverage of The GSA Customer's Provider, the condition of The GSA Customer's Handheld Product, and system resources cannot be known at the time of the request.
- (b) **Back-up/Wipe Data.** BlackBerry recommends, provided The GSA Customer has the necessary rights or licenses to do so, that The GSA Customer make regular back-ups of all emails, Content, and Third Party Software it acquires and/or other data on The GSA Customer's Handheld Product, as in many instances such data is not stored or otherwise backed up by or on behalf of BlackBerry. If The GSA Customer transfers its Handheld Product (as permitted by the BBSLA) for any reason, including in connection with the servicing of its Handheld Product, unless The GSA Customer wipes all data from its Handheld Product, and removes all expandable memory, this data will be available to the person who obtains that Handheld Product. If The GSA Customer's Handheld Product is returned to The GSA Customer after being wiped and transferred, such as after the servicing of The GSA Customer's Handheld Product, The GSA Customer will have to reinstall any software that was not originally shipped with the Handheld Product.
- (c) **Disassociate Device.** Some BlackBerry Services, such as BlackBerry Protect and BlackBerry Internet Service, permit The GSA Customer to disassociate its Handheld Product from such BlackBerry Service. If The GSA Customer's Handheld Product is lost, stolen, transferred or if The GSA Customer no longer wishes its Handheld Product to be associated with such BlackBerry Service(s), The GSA Customer is responsible for disassociating its Handheld Product from such BlackBerry Service(s).

15. Confidentiality and No Reverse Engineering. The GSA Customer acknowledges and agrees that its BlackBerry Solution was: (a) developed at considerable time and expense by BlackBerry and/or the BlackBerry Group of Companies; and (b) that the BlackBerry Products, BlackBerry Services, Software, and associated CALs, including the Beta Products, contain confidential information including the trade-secrets of BlackBerry and the BlackBerry Group of Companies. Without limiting the foregoing, for Beta Products, confidential information includes the appearance, 'look and feel', performance, specifications, features and functionality of software and hardware, which information may not be discussed or shown to the public by The GSA Customer or its Authorized Users in any manner until publicly released by BlackBerry. This Agreement gives The GSA Customer no right to obtain from BlackBerry, its affiliates, or its distributors any source code for the Software, BlackBerry Services, Third Party Items or Third Party Services and, except to the extent that BlackBerry is expressly precluded by federal law from prohibiting these activities, The GSA Customer agrees that neither it nor its Authorized Users will alter, modify, adapt, create derivative works, translate, deface, or Reverse Engineer the Software and/or associated CALs, BlackBerry Services, or Third Party Items or Third Party Services or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same. For the purpose of this Agreement, "Reverse Engineer" includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", or "black box" reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.
16. Term. This Agreement shall be effective upon The GSA Customer's agreeing to be bound by the terms and conditions of this Agreement (as described in the preamble above) and shall continue in effect unless terminated in accordance with the provisions at GSAR 552.212-4(l) (Termination for the Ordering activity's convenience) and GSAR 552.212-4(m) (Termination for cause), the underlying GSA Schedule Contract and any applicable GSA Customer Purchase Order.
17. Remedies and Termination.

In addition to any other of BlackBerry's rights or remedies set forth in this Agreement:

When the end user is an instrumentality of the U.S., such end user may terminate this Agreement to the extent permitted by, and consistent with the requirements and limitations of, the provisions at GSAR 552.212-4(l) (*Termination for the Ordering activity's convenience*) and GSAR 552.212-4(m) (*Termination for cause*). All Disputes arising under or relating to this Agreement shall be governed by the provision at GSAR 552.212-4(d) (*Disputes*).

18. Effect of Termination. Upon termination of this Agreement or the provision of any BlackBerry Service to The GSA Customer, however caused, or if The GSA Customer's subscription or a free trial for the Software or any BlackBerry Service expires, or the Test Period for Beta Products expires or is terminated: (a) The GSA Customer will immediately discontinue all use of the Software and BlackBerry Services. If the item(s) of Software, or BlackBerry the provision of BlackBerry Services, terminates or expires return all copies of such Software and, all Beta Hardware, that are in The GSA Customer's and/or its Authorized Users' possession or control; and (b) BlackBerry shall have the right to block any transmission of data to and from such Software and/or BlackBerry Service, without notice to The GSA Customer. Upon termination of any account The GSA Customer may have with BlackBerry, The GSA Customer authorizes BlackBerry to delete any files, programs, data and email messages associated with such account, without notice to The GSA Customer. Any termination costs shall be determined in accordance



with the requirements and limitations of, the provisions at GSAR 552.212-4(l) (*Termination for the Ordering activity's convenience*) and GSAR 552.212-4(m) (*Termination for cause*). Notwithstanding the foregoing, because of the nature of Software, it may be impossible to return the Software because the Software is integrated into hardware that The GSA Customer owns (such as a Handheld Product) and/or the Software may be installed on a desktop or server such that all The GSA Customer could return is a further reproduction of the Software. In such cases, please contact BlackBerry at [legalinfo@blackberry.com](mailto:legalinfo@blackberry.com) for further instructions.

19. Intentionally Deleted.

20. Limited Warranties

(a) Software.

- (i) If during the ninety (90) day period following delivery of the Software to The GSA Customer (the "Warranty Period"), the Software as made available by BlackBerry or any BlackBerry authorized distributor is not capable of performing the functions described in the standard end user Documentation for that item of Software ("Specifications") BlackBerry will, at its sole option and discretion, either make reasonable efforts to correct or provide The GSA Customer with a workaround for such problem or provide The GSA Customer with a refund for the one time fee paid by The GSA Customer for the applicable Software. Any fix or workaround may be provided to The GSA Customer at BlackBerry's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support, in a generally available software fix release or in any other form of which BlackBerry advises The GSA Customer. The GSA Customer must cease to use the Software and the media on which it was provided to The GSA Customer and all packaging related thereto must be returned to BlackBerry in accordance with The GSA Customer's normal warranty return mechanism within the Warranty Period together with proof of purchase.
- (ii) Notwithstanding anything to the contrary in this Agreement, updates, upgrades and Beta Software provided to The GSA Customer free of charge are provided "AS IS" and without warranty of any kind.
- (iii) Updates and upgrades, for which The GSA Customer paid additional license fees, shall be subject to the warranty set out above for a period of ninety (90) days from the date that the upgrade for any Software is delivered to The GSA Customer.
- (iv) The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (A) use of the Software in a manner inconsistent with the instructions, including the safety instructions, specified by BlackBerry in the Documentation applicable to the specific type and version of the Software; or (B) a malfunction or other problem related to any hardware (including those arising from defective Third Party Handheld Products), network, software or communication system errors; or (C) to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, correction of errors attributable to unrelated software or defects due to repairs or modifications not authorized by BlackBerry. Repairs of defective BlackBerry Devices are subject to the warranty and/or support agreements for those BlackBerry Products.

- (v) Unless otherwise required by applicable federal law, this warranty applies to BlackBerry Handheld Software in new Handheld Products, and does not apply to BlackBerry Handheld Software included with used or refurbished Handheld Products.
  - (vi) There is no warranty on free after market downloads of additional items of Software, or on free BlackBerry Server Software. If any item of such Software fails to operate in accordance with its Documentation within the ninety (90) days following the date The GSA Customer installs it on its Handheld Product or computer as applicable, The GSA Customer may contact BlackBerry and BlackBerry shall identify the support, if any, that is available for such Software (which support may be provided to The GSA Customer at BlackBerry's reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to The GSA Customer, in a generally available software fix or release, on BlackBerry's website or in any other form of which BlackBerry advises The GSA Customer).
  - (vii) The GSA Customer acknowledges and agrees that where such Software is designed to facilitate The GSA Customer's access to Third Party Items or Third Party Services, BLACKBERRY MAY HAVE LIMITED OR NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD PARTY ITEMS OR THIRD PARTY SERVICES, AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT THE GSA CUSTOMER IDENTIFIES WITH THIS SOFTWARE. BlackBerry does not warrant Third Party Items or Third Party Services, and in relation to these, The GSA Customer must look to the provider of those items or services for a warranty. Warranties vary between providers and even between jurisdictions for a particular provider. The GSA Customer should refer to the relevant documentation or provider terms to find out what support a provider is offering on any particular item or its services, and The GSA Customer's rights in relation to support and warranties.
  - (viii) This Section sets out BlackBerry's only obligations and The GSA Customer's sole remedies in respect of the Software and any defects, errors, problems or breach of the warranty for the Software set out herein.
- (b) Product(s). The limited warranty, if any, for the BlackBerry Product(s) ("Limited Product Warranty") is set forth in the applicable Documentation. The Limited Product Warranty is the exclusive warranty for any BlackBerry Product sold under the terms and conditions of this Agreement and sets out The GSA Customer's sole remedies in respect of the BlackBerry Products and any breach of the Limited Product Warranty. Beta Hardware is provided "AS IS" and without warranty of any kind. The GSA Customer acknowledges that it has read the Limited Product Warranty attached hereto as Exhibit B and agrees to its terms. For clarity, except to the extent required by applicable federal law, the "Limited Product Warranty" applies only to new BlackBerry Product(s) and only the balance of such warranty (if any) applies to any refurbished BlackBerry Product(s).
21. Post-Warranty Support. If The GSA Customer wishes to obtain support from BlackBerry after the expiry of the warranty period, it must execute a new GSA Customer Purchase Order. If The GSA Customer has a third party hosting the Software on its behalf (a "Hosting Party") and The GSA Customer wishes the Hosting Party to obtain support for the Software from BlackBerry, then either The GSA Customer must execute a Purchase Order and have a support agreement in place with BlackBerry for the specific items of Software required for The GSA Customer's

number of Authorized Users. The GSA Customer must update BlackBerry from time-to-time as to the Software hosted on The GSA Customer's behalf by sending an email to [sales@blackberry.com](mailto:sales@blackberry.com) identifying the Software, the number of copies The GSA Customer licensed, along with the SRP IDs and CALs as applicable. Support for The GSA Customer's BlackBerry Solution may not be available through certain Airtime Service Providers.

22. Disclaimer.

(a) General Warranties.

- (i) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAW, EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED.
- (ii) To the maximum extent permitted under applicable federal law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above, but can be limited, are hereby limited to ninety (90) days from the date The GSA Customer first installed any portion of its BlackBerry Solution on any computer.

(b) BlackBerry Service(s).

- (i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE FEDERAL LAW, EACH BLACKBERRY SERVICE IS PROVIDED OR MADE ACCESSIBLE "AS IS" AND "AS AVAILABLE", WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, ASSURANCE REPRESENTATION OR WARRANTY OF ANY KIND BY BLACKBERRY AND, SUBJECT TO SECTION 23(B), BLACKBERRY SHALL HAVE NO LIABILITY WHATSOEVER TO THE GSA CUSTOMER, OR ANY THIRD PARTY CLAIMING BY OR THROUGH THE GSA CUSTOMER, FOR ANY ISSUE RELATING TO ANY BLACKBERRY SERVICE THAT IS NOT A PAID BLACKBERRY SERVICE.
- (ii) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, BLACKBERRY DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER THAT UNINTERRUPTED USE OR OPERATION OF ANY BLACKBERRY SERVICE, CONTINUED AVAILABILITY OF ANY BLACKBERRY SERVICE, OR THAT ANY MESSAGES, CONTENT OR INFORMATION SENT BY OR TO THE GSA CUSTOMER OR STORED BY OR ON BEHALF OF THE GSA CUSTOMER, WILL NOT BE LOST, DELETED OR CORRUPTED OR WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

- (c) Third Party Items and Third Party Services, Linked Sites.
- (i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, THE THIRD PARTY SERVICES AND THIRD PARTY ITEMS ARE NOT UNDER THE CONTROL OF BLACKBERRY, BLACKBERRY DOES NOT ENDORSE ANY PARTICULAR THIRD PARTY ITEMS OR THIRD PARTY SERVICES, AND BLACKBERRY HAS NO RESPONSIBILITY WHATSOEVER FOR THE GSA CUSTOMER'S SELECTION, USE, ACCESS, OR IMPLEMENTATION OF THE THIRD PARTY SERVICES OR THIRD PARTY ITEMS.
  - (ii) THE FOREGOING APPLIES REGARDLESS OF: (A) HOW THE GSA CUSTOMER ACQUIRES OR OBTAINS ACCESS TO THIRD PARTY ITEMS AND/OR THIRD PARTY SERVICES, I.E. WHETHER INDEPENDENT OF, OR THROUGH BLACKBERRY OR THE GSA CUSTOMER'S AIRTIME SERVICE PROVIDER; (B) WHETHER ANY SUCH THIRD PARTY ITEMS OR THIRD PARTY SERVICES (INCLUDING AIRTIME SERVICES) ARE REQUIRED IN ORDER TO USE ALL OR ANY PORTION OF THE GSA CUSTOMER'S BLACKBERRY SOLUTION; OR (C) WHETHER THE GSA CUSTOMER ACQUIRES OR GAINS ACCESS TO SUCH THIRD PARTY ITEMS AND THIRD PARTY SERVICES BY WAY OF THE HANDHELD PRODUCT, INCLUDING VIA A BROWSER OR BLACKBERRY STORE SOFTWARE THAT MAY BE SUPPLIED AS PART OF THE BLACKBERRY HANDHELD SOFTWARE, VIA THE AFTER MARKET DOWNLOAD OF BLACKBERRY HANDHELD SOFTWARE THAT FACILITATES THE GSA CUSTOMER'S ACCESS TO SPECIFIC THIRD PARTY SERVICES AND/OR THIRD PARTY ITEMS, OR BY WAY OF LINKS TO SPECIFIC THIRD PARTY SOFTWARE OR THIRD PARTY WEBSITES AND/OR OTHER THIRD PARTY SERVICES MADE AVAILABLE TO THE GSA CUSTOMER BY ICONS OR BOOKMARKS ON THE GSA CUSTOMER'S HANDHELD PRODUCT, OR BY ANY OTHER MEANS WHATSOEVER, INCLUDING ON OTHER WEBSITES OR THROUGH INFORMATION ACCESSED USING THE GSA CUSTOMER'S HANDHELD PRODUCT OR PROVIDED TO THE GSA CUSTOMER BY BLACKBERRY OR AN AIRTIME SERVICE PROVIDER.
  - (iii) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE FEDERAL LAW, ALL THIRD PARTY ITEMS AND THIRD PARTY SERVICES ARE PROVIDED OR MADE ACCESSIBLE BY BLACKBERRY, OR OTHERWISE USED BY THE GSA CUSTOMER IN CONJUNCTION WITH THE BLACKBERRY SOLUTION, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY CONDITION, ENDORSEMENT, GUARANTEE, ASSURANCE, REPRESENTATION OR WARRANTY OF ANY KIND, AND BLACKBERRY SHALL HAVE NO LIABILITY WHATSOEVER TO THE GSA CUSTOMER OR ANY THIRD PARTY CLAIMING BY OR THROUGH THE GSA CUSTOMER, FOR ANY ISSUE RELATING TO THE THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, INCLUDING: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, OR OF ANY PORTION OF THE SOFTWARE THAT IS DESIGNED SOLELY TO ENABLE SUCH ACCESS; (B) THE PERFORMANCE OR NON-

PERFORMANCE OF THE THIRD PARTY ITEMS, OR THIRD PARTY SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY ITEMS, OR THE THIRD PARTY SERVICES WITH ALL OR A PORTION OF THE GSA CUSTOMER'S BLACKBERRY SOLUTION; OR (D) THE ACTS OR OMISSIONS OF ANY THIRD PARTY IN CONNECTION WITH THE THIRD PARTY ITEMS OR THIRD PARTY SERVICES, INCLUDING, IN RESPECT OF A THIRD PARTY'S USE OF THE GSA CUSTOMER'S DATA.

- (iv) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE FEDERAL LAW, THE GSA CUSTOMER SPECIFICALLY AGREES THAT BLACKBERRY IS NOT RESPONSIBLE OR LIABLE FOR, ANY VIRUSES, OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY SERVICES, THIRD PARTY ITEMS OR FOR ANY THIRD ITEMS OR THIRD PARTY SERVICES OR THE TRANSMISSION THEREOF, THAT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE GSA CUSTOMER'S RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY ITEMS, OR THIRD PARTY SERVICES, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.
- (d) Mission Critical Applications. THE GSA CUSTOMER'S BLACKBERRY SOLUTION AND ANY PART THEREOF, IS NOT SUITABLE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS OR ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS OR PERFORMANCE, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, WEAPONS SYSTEMS, OR EMERGENCY LOCATOR OR OTHER EMERGENCY SERVICES. THE GSA CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL MAINTAIN ADEQUATE DATA RECOVERY AND BACK-UP SYSTEMS, AND IN THE EVENT OF: (i) USE OR SERVICE INTERRUPTION; OR (ii) DIFFICULTIES OR ERRORS IN DATA TRANSMISSION; OR (iii) LOSS OR CORRUPTION OF DATA; THE GSA CUSTOMER AGREES TO IMMEDIATELY: MITIGATE ANY AND ALL LOSSES AND DAMAGES AND REPORT SUCH ISSUES TO BLACKBERRY. WITHOUT LIMITING THE GENERAL DISCLAIMER OF DAMAGES IN SECTION 23(A), IN NO EVENT SHALL BLACKBERRY BE LIABLE FOR ANY DAMAGES RESULTING FROM THE GSA CUSTOMER'S USE OF ITS BLACKBERRY SOLUTION, OR ANY PART THEREOF, FOR MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS OR ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS OR PERFORMANCE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF BLACKBERRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (e) Beta Products. BETA PRODUCTS MAY NOT BE AUTHORIZED FOR USE BY THE GENERAL PUBLIC OR CERTIFIED AS MEETING RULES OR STANDARDS PROMULGATED BY THE U.S. GOVERNMENT AND BLACKBERRY MAKES NO REPRESENTATION THAT SUCH AUTHORIZATION OR CERTIFICATION WILL BE OBTAINED. ACCORDINGLY, THE GSA CUSTOMER AGREES THAT THE BETA PRODUCTS ARE NOT, AND MAY NOT, BE OFFERED FOR SALE OR LEASE, UNTIL SUCH AUTHORIZATION IS OBTAINED. BETA PRODUCTS ARE NOT INTENDED FOR USE IN ANY PRODUCTIVE OR OTHER ENVIRONMENT

WHERE THE GSA CUSTOMER IS RELYING ON THE PERFORMANCE OF THE BETA PRODUCTS. THE BETA PRODUCTS ARE PRE-COMMERCIAL RELEASE VERSIONS OF SOFTWARE, SERVICES AND BLACKBERRY PRODUCTS AND ARE NOT INTENDED TO REPRESENT OR PERFORM IN THE SAME MANNER AS COMMERCIAL PRODUCTS OR SERVICES, AND THE GSA CUSTOMER SHOULD ENSURE THAT IT REGULARLY BACK-UP ANY DATA USED WITH SUCH MATERIALS. IN ADDITION, THE BETA PRODUCTS CONTAIN FEATURES, FUNCTIONALITY OR APIS FOR SOFTWARE OR SERVICES THAT ARE NOT YET COMMERCIALY AVAILABLE. THE GSA CUSTOMER ACKNOWLEDGES THAT SUCH BETA PRODUCTS, OR ANY PORTION THEREOF, MAY NOT BE ANNOUNCED OR MADE COMMERCIALY AVAILABLE BY BLACKBERRY IN THE FUTURE, OR MAY BE MADE AVAILABLE WITH SIGNIFICANT CHANGES, AND BLACKBERRY HAS NO EXPRESS OR IMPLIED OBLIGATION TO THE GSA CUSTOMER TO ANNOUNCE OR MAKE ANY OF SUCH SOFTWARE OR SERVICES, BETA PRODUCTS OR ANY PORTION THEREOF AVAILABLE. THE GSA CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL TESTING, EVALUATION AND DEVELOPMENT THE GSA CUSTOMER CONDUCTS WITH RESPECT TO THE BETA PRODUCTS AND RELATED SOFTWARE AND SERVICES IS DONE ENTIRELY AT THE GSA CUSTOMER'S OWN RISK.

23. Limitations of Liability.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL LAW AND SUBJECT TO THE SPECIFIC REMEDIES SET OUT IN THIS AGREEMENT, IN NO EVENT SHALL BLACKBERRY BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, OR RESULTING FROM ANY ALTERATIONS OR ATTEMPTED ALTERATIONS TO THE GSA CUSTOMER'S BLACKBERRY SOLUTION, OR ANY PORTION THEREOF, BY ANYONE OTHER THAN BLACKBERRY, DOWNTIME COSTS, LOSS OF THE USE OF THE GSA CUSTOMER'S BLACKBERRY SOLUTION OR ANY PORTION THEREOF OR OF ANY THIRD PARTY SERVICES OR THIRD PARTY ITEMS, COST OF SUBSTITUTE GOODS, COSTS OF COVER, FACILITIES OR SERVICES, COST OF CAPITAL, OR OTHER SIMILAR PECUNIARY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GSA CUSTOMER'S BLACKBERRY SOLUTION, INCLUDING THE USE, INABILITY TO USE, THE PERFORMANCE OR NON-PERFORMANCE OF THE GSA CUSTOMER'S BLACKBERRY SOLUTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF BLACKBERRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS/LIMITATIONS OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY BLACKBERRY'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR EXPRESS REMEDIES UNDER LAW OR THE CONTRACT.
- (b) To the maximum extent permitted by applicable federal law, in no event shall the aggregate liability of BlackBerry exceed the greater of: (i) the amount paid by The GSA Customer for the BlackBerry Product(s) at issue; (ii) the amount paid for that portion of

the Software at issue; (iii) the amount paid for the relevant period of the BlackBerry Service at issue; and (iv) five (5) United States dollars.

- (c) To the maximum extent permitted by applicable federal law, to the extent BlackBerry is liable to The GSA Customer hereunder, BlackBerry shall only be liable for damages incurred during the period of such failure, delay or non-performance of The GSA Customer's BlackBerry Solution.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL: (i) APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY THE GSA CUSTOMER INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE, BREACH OF CONTRACT, OR ANY OTHER LEGAL THEORY; (ii) SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; (iii) NOT APPLY TO THE INDEMNITY OBLIGATIONS SET OUT HEREIN OR MISAPPROPRIATION OR INFRINGEMENT BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR A BREACH OF THE SECTIONS OF THIS AGREEMENT ENTITLED: "RULES OF USE FOR BLACKBERRY SOLUTION" (SECTION 3), "SOFTWARE AND DOCUMENTATION LICENSE" (SECTION 2), "INTELLECTUAL PROPERTY" (SECTION 11), "EXPORT, IMPORT AND USE RESTRICTIONS AND U.S. GOVERNMENT LICENSES" (SECTION 12), "CONFIDENTIALITY AND NO REVERSE ENGINEERING" (SECTION 15) AND "USER DATA" (SECTION 25), AND (iv) APPLY IN THE AGGREGATE, TO BLACKBERRY OR THE BLACKBERRY GROUP OF COMPANIES, THEIR SUCCESSORS, ASSIGNS.
- (e) THE GSA CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS (i) THE FEES AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT; AND (ii) BLACKBERRY'S ABILITY TO OFFER AND THE GSA CUSTOMER'S ABILITY TO LICENSE SOFTWARE AND BLACKBERRY SERVICES UNDER THIS AGREEMENT AND/OR BLACKBERRY'S ABILITY TO MAKE THIRD PARTY ITEMS AND THIRD PARTY SERVICES ACCESSIBLE THROUGH THE GSA CUSTOMER'S BLACKBERRY SOLUTION WOULD BE IMPACTED.

24. Consent to Collection, Use, Processing, Transfer, Storage and Disclosure (collectively, "Process" or "Processing") of Information.

Personal information that is Processed by BlackBerry Group of Companies and its service providers will be treated in accordance with BlackBerry's Privacy Policy attached hereto as Exhibit A.

- (a) Personal Information.

The GSA Customer's installation and/or use of its BlackBerry Solution (or any portion thereof), the BlackBerry Services or associated Airtime Services may result in the Processing of personal information as defined under applicable federal law about The GSA Customer and its Authorized Users (collectively, "Users") by BlackBerry Group of

Companies and its service providers, The GSA Customer's Airtime Service Providers, and third parties with products or services used with The GSA Customer's BlackBerry Solution. Depending on the services used, personal information may include information such as name, email address, telephone number, BlackBerry ID, account credentials and settings, Handheld Product information (for example, Handheld Product PIN or other device identifiers), Handheld Product location information (as described below), Airtime Service Provider information, and information about the use of The GSA Customer's BlackBerry Solution functionality and the BlackBerry Services or software and hardware utilized in conjunction with The GSA Customer's BlackBerry Solution).

- (b) **Purposes.** Consistent with BlackBerry's Privacy Policy, personal information may be Processed by BlackBerry Group of Companies and their service providers for purposes related to (i) understanding and meeting The GSA Customer's needs and preferences and to provide The GSA Customer with its BlackBerry Solution; (ii) developing new and enhancing existing products and services, (iii) managing and developing the BlackBerry Group of Companies' business and operations; and (iv) meeting legal and regulatory requirements. Furthermore, BlackBerry may make available to or send to Users upgrades or updates, or notices of upgrades or updates, of the Software, or other BlackBerry products and services, Third Party Software, Third Party Content or Third Party Services and related products or services.
- (c) **Cookies and Similar Technologies.** BlackBerry Group of Companies may use "cookies" (small pieces of data stored on The GSA Customer's computer or Handheld Device) or similar tools using anonymized information to enable The GSA Customer to sign in to certain services to protect both The GSA Customer and BlackBerry, help make BlackBerry Services easier to use or tailor The GSA Customer's experience, or for analytics to help us understand how users engage with our BlackBerry Services and the BlackBerry Solution and to improve their features. Please check the settings in The GSA Customer's Handheld Product browser regarding how to remove or block browser cookies.
- (d) **Support and Quality Assurance.** If The GSA Customer contacts BlackBerry for support or repair of its Handheld Product, or send diagnostics or other technical information to BlackBerry through email or logging tools provided by BlackBerry for such purposes, The GSA Customer agrees that BlackBerry Group of Companies may collect technical information like Handheld Product PIN number, hardware ID and model number, memory status, operating system and environment information, battery status, Wi-Fi, radio or wireless strength and connections, list of installed applications, program or application usage information, data regarding processes running and device configuration, system events, and other information regarding the condition of The GSA Customer's BlackBerry product that may be helpful for the diagnostics purposes. Such information will be used for the purposes of troubleshooting, customer support, software updates, and improvement of BlackBerry products and services BlackBerry's Privacy Policy. If analysis indicates that a third-party product is involved, BlackBerry may send certain diagnostic or technical information to the third party vendor of the product as part of the troubleshooting process. The GSA Customer acknowledges and agrees that calls with BlackBerry and its service providers may be recorded for training, quality assurance, customer service and reference purposes.
- (e) **Location Data.** BlackBerry Group of Companies may provide certain features or services that rely upon location information using GPS or similar satellite services (where available) or crowd-sourced Wi-Fi access points and cell tower locations. For example,



where available certain features of the Software or BlackBerry Solution may allow The GSA Customer to share its location with The GSA Customer's contact(s), or to locate, send a message to, play a sound on, or remotely lock or wipe The GSA Customer's Handheld Product (subject to Airtime Service Provider coverage, the condition of The GSA Customer's Handheld Product, and system resources at the time of the request). Other BlackBerry Solution features or products may also collect anonymized route and directional information (e.g. BlackBerry Traffic) or location search queries to facilitate or improve BlackBerry Services that The GSA Customer utilizes. To provide such features or services, Handheld Product location information (including GPS information, carrier ID, tower ID, Basic Service Set Identifier ("BSSID") of Wi-Fi access points, and signal strength of visible Wi-Fi access points or cell towers) may be communicated to BlackBerry Group of Companies when The GSA Customer uses its Handheld Product or enables data services and location-based functionality. The BlackBerry Group of Companies does not retain such information in a form that personally identifies a user, and may use such information to provide The GSA Customer with and improve location-based services provided by or on behalf of BlackBerry Group of Companies or those provided by Third Party Services used with The GSA Customer's BlackBerry Solution. The BlackBerry Group of Companies may also use such information to create data which has been aggregated or made anonymous to provide information based and location-sensitive advertising. Please review the options or help menu of BlackBerry Handheld Software regarding how to choose to turn off or adjust on-device location features, or to uninstall from The GSA Customer's Handheld Product applications that may use location information. The GSA Customer should give due consideration before agreeing to have The GSA Customer's location information disclosed to other persons.

- (f) International Transfers. You consent and agree that to provide the BlackBerry Solution and the BlackBerry Services (including "cloud based" and remote access, storage or back-up functionality), BlackBerry Group of Companies may Process data, which may in some cases include personal information and the content of communications, on servers operated by or on behalf of BlackBerry Group of Companies inside or outside the jurisdiction in which Users are situated, including, in Canada, the United States, the United Kingdom, Singapore or other countries where there are facilities operated by or on behalf of BlackBerry Group of Companies. If Users are residents of the European Economic Area or any jurisdiction for which consent is required to transfer personal information outside of that jurisdiction or region, You consent to such Processing and warrant that You have obtained all consents necessary under applicable law from Your Users to do so.

25. User Data. In addition to any disclosures authorized by Section 24, You and Your Authorised Users consent and agree that the BlackBerry Group of Companies may access, preserve, and disclose Your or Your Authorised Users' data, including personal information, contents of your communication or information about the use of Your BlackBerry Solution functionality and the services or software and hardware utilized in conjunction with Your BlackBerry Solution where available to BlackBerry ("User Data"), to third parties, without providing notice to You or Your Authorized Users, other partners and affiliates, in order to: (i) comply with legal process or enforceable governmental request, or as otherwise required by law; (ii) cooperate with third parties in investigating acts in violation of this Agreement; or (iii) cooperate with system administrators at Internet service providers, networks or computing facilities in order to enforce this Agreement. You warrant that You have obtained all consents necessary under applicable law from Your Authorised Users to disclose User Data to the BlackBerry Group of Companies and for the BlackBerry Group of Companies to collect, use, process, transmit, and/or disclose such User Data as described above.

26. Assignment and Delegation. The GSA Customer shall not assign this Agreement in whole or in part without the prior written consent of BlackBerry (such consent may be withheld or conditioned at BlackBerry's discretion) and any assignment without BlackBerry's prior written consent shall be null and void and of no effect. Assignment of BlackBerry's right to be paid amounts due or that become due under The GSA Customer's Purchase Order shall be subject to GSAR 552.232-23 "Assignment of Claims" (Sep. 1999). FAR 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013) shall apply to the execution of novation or change-of-name agreements that impact The GSA Customer's Purchase Order. BlackBerry may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.
27. Notices. Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail or its equivalent, return receipt requested, and addressed to The GSA Customer at the address indicated in The GSA Customer Purchase Order; in the case of BlackBerry at the address herein Attention: Legal Department and in each case with a copy (which will not constitute notice) to BlackBerry's Chief Legal Officer at 2200 University Avenue East, Waterloo, Ontario, Canada N2K 0A7. In addition to the foregoing, BlackBerry may, at its option, give The GSA Customer any notice under this Agreement electronically. Electronic notice to The GSA Customer shall be deemed to have been duly given when transmitted to an email address furnished by The GSA Customer.
28. Force Majeure. Consistent with GSAR 552.212-4(f) neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing non-performance of any obligation by either Party to make payment to the other Party under this Agreement.
29. General.
- (a) The provisions in this Agreement are for the benefit of the Parties and not for any other person or entity.
  - (b) Waivers of Default. No Party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorized signatory of the Party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.
  - (c) Survival. The following terms, conditions and warranties contained in this Agreement shall so survive the completion of performance, cancellation or termination of this Agreement: Sections 1 (Definitions), 11 (Intellectual Property), 12 (Export, Import and Use Restrictions and U.S. Government Licenses), 13 (Security, Accounts and Passwords), 15 (Confidentiality and No Reverse Engineering), 17 (Remedies and Termination), 18 (Effect of Termination), 22 (Disclaimer), 23 (Limitations of Liability), 27 (Notices), 29 (General), and 30 (Amalgamation of Agreements).
  - (d) Governing Law and Dispute Resolution. This Agreement is to be governed by and construed under the laws of the United States, excluding any body of law governing conflicts of law. Disputes arising under or relating to this Agreement shall be governed by the provision at GSAR 552.212-4(d) (Disputes). 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 Agreement.

- (e) Severability. To the extent any section, clause, provision or sentence or part thereof (“Part”) of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Agreement.
- (f) Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Any and all disagreements, disputes, or litigation relating to this Agreement shall be conducted in the English language, including any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.
- (g) Entire Agreement. This Agreement including the terms of any Addenda, the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on The GSA Customer’s Purchase Order. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other portions of The GSA Customer’s BlackBerry Solution.
- (h) Compliance With Laws. The GSA will obtain and maintain all licenses, registrations and approvals required by the government authorities or applicable federal law for the execution and performance of this Agreement or any related license agreements. The GSA Customer will comply with all applicable federal laws and regulations in the installation and use its BlackBerry Solution, including obtaining any necessary license, registration and approval from competent government authorities for the importation and use of any Software that contains commercial encryption or other security function as required by applicable law. The GSA Customer will provide BlackBerry with the assurances and official documents that BlackBerry periodically may request to verify The GSA Customer’s compliance with this obligation. As certain BlackBerry Services and Third Party Services may be accessed globally, if The GSA Customer chooses to access BlackBerry Services or Third Party Services from locations other than the countries for which BlackBerry or the applicable third party indicates those BlackBerry Services or Third Party Services are made available, The GSA Customer does so on its own initiative. The GSA Customer is responsible for compliance with all relevant laws and regulations, including those relating to the export, import, use, transmission and/or communication of the applicable BlackBerry Service, or Third Party Service, and associated Content, Third Party Items or Software. Further, BlackBerry makes no representation that all Software and Third Party Items associated with or made available through a BlackBerry Service(s) (e.g. through a BlackBerry Store and/or purchased using the BlackBerry Payment Service) are appropriate or available for use in all locations. The GSA Customer agrees that neither it nor its Authorized Users shall download or otherwise access Software or Third Party Items, or attempt to do so, from locations where doing so is illegal. Without limiting the foregoing, If applicable law prohibits The GSA Customer or an Authorized User from using video calling features such as video chat or MVS functionality of BlackBerry Handheld Software, including because peer-to-peer, video or Internet-based functionality is not permitted in The GSA Customer’s jurisdiction, or because of laws related to Emergency Services, then neither The GSA

Customer nor its Authorized Users may download or use these Software features or products and/or that it is The GSA Customer's responsibility to make alternative arrangements to access Emergency Services.

- (i) Extended Meanings. The term "includes" or "such as" shall be construed as meaning "includes without limitation" and "such as without limitation", as the case may be.
30. Amalgamation of Agreements. In order to ensure: (a) consistent terms apply to BlackBerry PC Software, BlackBerry Server Software and BlackBerry Handheld Software, when each is used as part of The GSA Customer's BlackBerry Solution; and (b) clarity with respect to which license terms apply to BlackBerry Handheld Software when used as part of The GSA Customer's BlackBerry Solution, regardless of the manner in which The GSA Customer provisioned that BlackBerry Handheld Software, BY INDICATING THE GSA CUSTOMER'S ACCEPTANCE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IT IS ALSO AGREEING THAT: I) THIS AGREEMENT REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING BLACKBERRY END USER/SOFTWARE LICENSE AND BLACKBERRY ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS, ANY PREVIOUSLY EXISTING BLACKBERRY SOFTWARE LICENSE AGREEMENTS OR BLACKBERRY SOLUTION LICENSE AGREEMENT, AND ANY BLACKBERRY PROSUMER SERVICES AGREEMENT, WITH THE GSA CUSTOMER FOR THE SOFTWARE OR BLACKBERRY SERVICES; AND II) THIS VERSION OF THE BBSLA SUPERSEDES THE FOLLOWING ADDENDA AND ADDITIONAL TERMS: BLACKBERRY APP WORLD AND BLACKBERRY PAYMENT SERVICE ADDENDUM, BLACKBERRY ID TERMS AND CONDITIONS, BBM MUSIC ADDENDUM, BLACKBERRY PROTECT ADDENDUM, BLACKBERRY TRAVEL ADDENDUM, VIDEO CHAT SOFTWARE ADDITIONAL TERMS, BLACKBERRY MESSENGER SOFTWARE ADDITIONAL TERMS, IN EACH CASE SOLELY TO THE EXTENT SUCH AGREEMENTS AND ADDENDA ARE OTHERWISE APPLICABLE, AS OF THE DATE OF THE GSA CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF THE GSA CUSTOMER'S BLACKBERRY SOLUTION.
31. Documents Incorporated by Reference. The documents referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are made a part of this Agreement. Full text copies of the documents will be made available to GSA and also are available from BlackBerry upon request.
- BlackBerry's Privacy Policy (last updated 2014-09)
  - BlackBerry's Limited Product Warranty

All references to the BlackBerry End User/Software License, BlackBerry Enterprise Server Software License Agreement, BlackBerry Software License Agreements or BlackBerry Solution License Agreement in other agreements, addenda, or documentation that The GSA Customer has with BlackBerry for its BlackBerry Solution, shall be deemed to be references to this BlackBerry Solution License Agreement.

**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

**BLACKBERRY CORPORATION**

**THE GSA CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_