

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

THE BLACKBERRY PROSUMER SERVICES AGREEMENT

Research In Motion Limited or one of its affiliates (“RIM”) is pleased to make available to You:

“BlackBerry Prosumer Services” are services designed and offered by RIM to provide RIM customers with certain functionality provided by RIM’s BlackBerry proprietary server software without RIM customers having to acquire such server software. BlackBerry Prosumer Services includes RIM’s “BlackBerry Internet Service”. The BlackBerry Internet Service enables subscribers to: (a) integrate certain ISP or other third party email accounts for push based delivery to Your Handheld Product; (b) create a device based email address for Your Handheld Product; and (c) access to certain Internet content and services. The email functionality of the BlackBerry Internet Service is also known as “MyEmail”, “BlackBerry Internet Mail” and/or a product name specific to Your Airtime Service Provider. All or some of BlackBerry Prosumer Service(s) may not be supported by Your Airtime Service Provider. Please check with Your Airtime Service Provider for availability.

THE BLACKBERRY PROSUMER SERVICES ARE PROVIDED TO YOU AS “SERVICES” THAT FORM PART OF YOUR “BLACKBERRY SOLUTION” UNDER THE TERMS OF RIM’S STANDARD BLACKBERRY SOFTWARE LICENSE AGREEMENT (“BBSLA”) AS MODIFIED BY THIS ADDENDUM. THIS ADDENDUM AND THE BBSLA COLLECTIVELY FORM THE “AGREEMENT” FOR THE BLACKBERRY PROSUMER SERVICES AND THE SOFTWARE YOU USE IN CONJUNCTION WITH THOSE SERVICES. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such capitalized terms in the BBSLA. THE BBSLA IS PROVIDED ON YOUR AIRTIME SERVICE PROVIDER’S BLACKBERRY PROSUMER SERVICES WEBSITE ALONG WITH THIS ADDENDUM. IF YOU HAVE JUST ACQUIRED YOUR BLACKBERRY DEVICE, THE CURRENT VERSION OF THE BBSLA IS THE SOFTWARE AGREEMENT YOU WERE REQUIRED TO AGREE TO IN ORDER TO USE YOUR BLACKBERRY HANDHELD SOFTWARE. IF YOU CANNOT FIND THE CURRENT VERSION OF THE BBSLA FOR WHATEVER REASON, IT CAN BE FOUND AT WWW.BLACKBERRY.COM/LEGAL OR BY CONTACTING RIM AT LEGALINFO@RIM.COM. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT RIM AT LEGALINFO@RIM.COM.

BY AGREEING TO THESE LICENSE TERMS BY CLICKING “I ACCEPT” WHERE PROVIDED BELOW, YOU INDIVIDUALLY, OR IF YOU ARE AUTHORIZED TO OBTAIN THE PROSUMER SERVICES ON BEHALF OF YOUR COMPANY OR ANOTHER ORGANIZATION, THEN THE ENTITY FOR WHOSE BENEFIT YOU ACT (IN EITHER CASE “YOU”), ARE AGREEING TO BE BOUND BY THIS AGREEMENT. PLEASE NOTE THAT YOU MUST BE OF THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THIS AGREEMENT. IF YOU ARE NOT OF THE AGE OF MAJORITY, IN ORDER FOR YOU TO OBTAIN THE BLACKBERRY PROSUMER SERVICES YOUR GUARDIAN MUST ENTER INTO THIS

AGREEMENT AND AUTHORIZE YOUR USE OF THE BLACKBERRY PROSUMER SERVICES AS AN “AUTHORIZED USER”.

IF PRIOR TO ACTIVATING OR USING THE BLACKBERRY PROSUMER SERVICES, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO OBTAIN THESE SERVICES, NOR TO USE ANY “SOFTWARE” IN ASSOCIATION WITH THESE SERVICES.

SPECIFIC TERMS FOR THE BLACKBERRY PROSUMER SERVICES

- 1. Definition of “Services”.** For avoidance of any doubt, the BlackBerry Prosumer Services provided hereunder are Services that form part of Your BlackBerry Solution under the BBSLA.
- 2. Airtime Service Provider.** The BlackBerry Prosumer Services must be supported by Your Airtime Service Provider and You must have an agreement with Your Airtime Service Provider for these Services. You do not make any payment for BlackBerry Prosumer Services to RIM; all payments are made to Your Airtime Service Provider for the BlackBerry Prosumer Services. Please contact Your Airtime Service Provider for support, as RIM does not provide support directly to end users.
- 3. Unauthorized Use.** You must immediately notify RIM of any unauthorized use of Your BlackBerry Prosumer Services. You also agree that You will not disrupt the functioning of the BlackBerry Prosumer Services, solicit another end user’s password, or otherwise act in a way that interferes with other end users’ use of the BlackBerry Prosumer Services.
- 4. Restrictions on Use/Changes to BlackBerry Prosumer Services.** You agree that RIM may, without liability to You, establish and/or make modifications to limits on Your use of BlackBerry Prosumer Services and may make changes to the BlackBerry Prosumer Services including changes that materially limit or degrade any existing BlackBerry Prosumer Service functionality. When feasible, RIM will use reasonable efforts to post notice of these limitations and/or modifications thereto, on the BlackBerry Prosumer Services Website or otherwise provide You with notice in accordance with the BBSLA. You agree to adhere to these limitations as a condition of Your continued access to the BlackBerry Prosumer Services.
- 5. Lost/Stolen/Transferred Handheld Products.** A unique identification number for Your Handheld Product is used to associate Your email address(es) with Your Handheld Product and to direct email and other data to that Handheld Product. If You lose Your Handheld Product or it is stolen, or if You transfer Your Handheld Product to a third party (as permitted by the BBSLA and Your Agreement with Your Airtime Service Provider), You must go to the BlackBerry Prosumer Services website and immediately disassociate Your email address(es) from that Handheld Product.
- 6. Requirement to backup/wipe Data.** Except to the extent specifically prohibited by applicable law, RIM has no liability for any data transmitted to Your Handheld Product. RIM recommends that You make regular back-ups of all emails, content, and/or other data on Your Handheld Product, as such data is not stored by RIM. If You transfer Your Handheld Product (as permitted by the BBSLA), You must wipe all data from Your Handheld Product, and remove all expandable memory, or this data will be available to the person who obtains that Handheld Product.
- 7. Illegal or inappropriate Use.** As further detailed in the BBSLA, You shall not use the BlackBerry Prosumer Services or any other portion of Your BlackBerry Solution for any illegal or inappropriate purpose, including without limitation, any spoofing, phishing, spamming, harassment or copyright infringement. You are responsible for compliance with all applicable laws and regulations

when using the BlackBerry Prosumer Services. If the BlackBerry Prosumer Services are used in a way deemed by RIM to violate this Agreement, RIM or its agent may, but is not obligated to, take any responsible actions they deem appropriate. Such action may include, but is not limited to, temporary or permanent removal of content, blocking or partial blocking of Internet transmissions and the immediate suspension or termination of all or any portion of the BlackBerry Prosumer Services and this Agreement. RIM shall not be liable in any way for any such responsive actions. The above-described actions are not RIM's exclusive remedies and RIM may take any other legal, equitable or technical action it deems appropriate.

8. “AS IS” and “AS AVAILABLE” and not for Mission Critical Purposes. Unlike the BlackBerry Enterprise Software, BlackBerry Prosumer Services does not encrypt data transmissions. As further detailed in the BBSLA, wireless services are not fail-safe and should never be used for mission critical purposes or for applications which require fail-safe controls; and to the extent permitted by applicable law, and as further detailed in the BBSLA, the BlackBerry Prosumer Services are provided “AS IS” and “AS AVAILABLE”. RIM cannot and does not guarantee that the BlackBerry Prosumer Services will be continuous, uninterrupted, timely, secure or error-free. RIM reserves the right to do maintenance or to otherwise suspend access to the BlackBerry Prosumer Services to periodically fix software bugs, install updates and do diagnosis and maintenance of BlackBerry Prosumer Services, which will limit RIM's ability to provide the BlackBerry Prosumer Services for some period of time.

9. Third Party Sites, Software, Services and Content. You acknowledge and agree that the BlackBerry Prosumer Services enable You to access third party content, third party websites, third party software and third party services, including without limitation any third party email services which you access using the BlackBerry Prosumer Services. As further detailed in the BBSLA, You acknowledge and agree RIM has no responsibility for any third party content, third party websites, third party software or third party services that You access or acquire through Your use of the BlackBerry Prosumer Services, and that You are responsible for any contracts You enter into on the Internet . Care should always be taken when disclosing personal information about Yourself or others with third parties you interact with when using the BlackBerry Prosumer Services.

10. Consent to Collection of Personal Information. In addition to the provisions pertaining to the collection of personal information in the BBSLA, You authorize RIM to collect, use and store Your personal information relating to third party email services for so long as RIM deems necessary (but not longer than as permitted by applicable law), including, without limitation, Your user ID and password for each of Your third party email service account(s), and to disclose the same to the applicable third party email service providers for activation, billing, provision, maintenance and deactivation purposes.

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

I have reviewed this Agreement including this Addendum and the BBSLA and am prepared and authorized to enter into the Agreement for the BlackBerry Prosumer Services on the terms and conditions set out in this Addendum and the BBSLA.