

## Limited Warranty

Research In Motion Limited ("RIM"), the manufacturer and through its subsidiary, Research In Motion UK Limited, Company No. 4022422, whose registered office is at Centrum House, 36 Station Road, Egham, Surrey, UK, TW20 9LF, provider of the BlackBerry Solution, comprising the BlackBerry Handheld (which together with the BlackBerry hardware accessories comprise the "BlackBerry Hardware"), the BlackBerry desktop software, and the associated wireless data service and documentation, warrants to You, the end user ("You"), that the BlackBerry Hardware will be free from defects in workmanship and materials for a period that concludes (i) one (1) year from the date that the BlackBerry Hardware was first purchased by You as an original end user (the "Purchase Date"); and (ii) two (2) years from the Purchase Date if You are a Consumer (the "Warranty Period"). "Consumer" means a natural or legal person when they do not act in a professional or business activity. This Limited Warranty is not transferable. During the Warranty Period, the BlackBerry Hardware, or one or more of the BlackBerry Hardware components, will be repaired or replaced at RIM's option, without charge for either parts or labour. If the BlackBerry Hardware (or component thereof) is repaired or replaced during the Warranty Period, the Warranty Period will expire upon the later of the 91<sup>st</sup> day after repair or replacement or one (1) year from the Purchase Date if You are not a Consumer and two (2) years from the Purchase Date if You are a Consumer. **Please consult Your BlackBerry Handheld User's Guide for instructions on how to obtain customer support for Your BlackBerry Hardware.**

This Limited Warranty does not apply to normal wear and tear or if any component of the BlackBerry Hardware is opened, modified, or repaired by someone not authorized by RIM, and does not cover repair or replacement of any BlackBerry Hardware damaged by misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than RIM or its authorized service representative. This Limited Warranty does not cover physical damage to the surface of the BlackBerry Hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry Hardware as defined in this Limited Warranty or to any damage caused by peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry Hardware in conjunction with accessories, products, services, software, applications, or ancillary or peripheral equipment not expressly approved or provided by RIM for use with your particular model of BlackBerry handheld. This Limited Warranty is a hardware warranty limited to the BlackBerry Hardware and does not cover any software shipped, pre-loaded, or distributed by RIM or any third party, even if packaged or sold with the BlackBerry Hardware. Refer to the applicable licensing agreements that apply to your use of software. The limited warranty for RIM proprietary software shipped with the BlackBerry Hardware is described in the BlackBerry Solution License Agreement ("License Agreement") which is available at <http://blackberry.com/legal>. This Limited Warranty does not apply if malfunction, damage, or defects caused by or resulting from the failure of the user to operate or use the BlackBerry Hardware outside the permitted or intended uses described in the License Agreement or the Safety and Product Information contained in the package with the BlackBerry Solution comprised of the BlackBerry Hardware, the BlackBerry desktop software, and the associated wireless data service and documentation (the "BlackBerry Solution").

Data backup is the responsibility of the user of the BlackBerry Hardware. RIM is not responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry Hardware, or through the use of synchronization software. Servicing, repair or replacement of the BlackBerry Hardware, or the use of synchronization software, may result in the loss of data, software, applications, peripherals or information. In as much as any wireless data services provided as part of the BlackBerry Solution are provided via RIM or RIM's reseller through a third party provider or mobile communications operator, RIM cannot guarantee or warrant that the wireless data service will always be available or will always function properly. You should contact the mobile communications operator to determine what warranties and levels of service they offer in conjunction with the BlackBerry Solution. For this and other reasons, the BlackBerry Solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and RIM disclaims any liability on its behalf and on behalf of its resellers for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for Your use of the BlackBerry Solution, including, without limitation, the lack of service coverage in the area in which You wish to use the BlackBerry Solution.

REPAIR OR REPLACEMENT OF THE BLACKBERRY HARDWARE OR THE AFFECTED COMPONENT ARE THE EXCLUSIVE REMEDIES PROVIDED IN CONJUNCTION WITH THE PURCHASE AND USE OF THE BLACKBERRY SOLUTION UNDER THIS LIMITED WARRANTY. RIM, ON BEHALF OF ITSELF, ITS DISTRIBUTORS AND RESELLERS OF THE BLACKBERRY SOLUTION AND ON BEHALF OF ANY COMPANY CONTROLLED BY OR IN COMMON CONTROL WITH RIM OR A RIM SUBSIDIARY (COLLECTIVELY, THE "RIM GROUP OF COMPANIES" AND INDIVIDUALLY A "RIM GROUP COMPANY") HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE

ARISING BY STATUTE OR CUSTOM OR COURSE OF DEALINGS OR USAGE OF TRADE. YOUR MANDATORY STATUTORY RIGHTS TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS CLAUSE.

IN NO EVENT SHALL RIM OR ANY RIM GROUP COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLACKBERRY HARDWARE, EVEN IF RIM AND/OR A RIM GROUP COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM IN TORT OR CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION EXCEPT IN RELATION TO LIABILITY FOR DEATH OR PERSONAL INJURY, FOR WHICH NO LIMIT APPLIES, THE LIABILITY OF RIM, THE RIM GROUP OF COMPANIES AND ANY AUTHORISED DISTRIBUTOR OR RESELLER OF THE BLACKBERRY SOLUTION TO YOU FOR LOSS OR DAMAGE ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE COST OF REPLACING THE AFFECTED BLACKBERRY HARDWARE. Nothing in this Agreement shall be taken as excluding or attempting to exclude or in any way restrict any liability for death or personal injury to the extent arising directly from the negligence of RIM or that of its employees or agents.

THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY ENTERPRISE SERVER SOFTWARE, THE DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH SEPARATELY IN THE LICENSE AGREEMENT PROVIDED SEPARATELY TO YOU. THE LIMITED WARRANTY FOR ANY BLACKBERRY ACCESSORY ORDERED SEPARATELY IS ALSO SET FORTH IN A SEPARATE LIMITED WARRANTY ACCOMPANYING SUCH ACCESSORY.

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

This Limited Warranty is governed by and construed in accordance with the laws of England and Wales except for any body of law governing conflicts of law. The parties to this Limited Warranty (together the "Parties" and individually a "Party") agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. All disagreements and disputes arising out of or in connection with this Limited Warranty shall be finally settled by arbitration. The decision of the arbitrator shall be final and binding upon the Parties (save in the case of manifest error). The award of the arbitrator shall be made in writing and shall have reasons. The arbitrator's award shall make provision for the costs of the arbitration to be paid by the Parties in such proportions as the arbitrator decides appropriate. Unless otherwise prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in London, England; (ii) conducted under English law; (iii) conducted in the English language; (iv) settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules"); and (v) heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which agreement the arbitrator shall be nominated by the President in office at the time of the request for arbitration of the British Computer Society (or by a person duly appointed by the President to act on his or her behalf) on the application of either Party. If the provisions of the foregoing sentence are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Madrid, Spain; (ii) conducted in the English language; (iii) settled by arbitration in accordance with the Rules of the Consumer Arbitral Tribunal (*Tribunal Arbitral de Consumo*) ("Spanish Rules"); and (iv) heard by one arbitrator appointed in accordance with the Spanish Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM.

To the extent RIM cannot lawfully disclaim any applicable implied or statutory rights relating to the BlackBerry Hardware, nothing in this Limited Warranty affects such rights. If You are a Consumer, You may be protected by consumer protection laws and regulations in your country of domicile; therefore certain limitations of this Limited Warranty may not apply to You. If You are a Consumer and in accordance with Your mandatory statutory rights as a Consumer and in addition to any other required information already provided herein, RIM informs You that the BlackBerry Handheld is a personal data telecommunication device with mobile and Wi-Fi network radio specifications as set forth in the Safety and Product Information Booklet, flash memory, high resolution colour display, and a USB-compatible port for data synchronization and charging.

If a provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Limited Warranty, but rather (unless a failure of consideration would result therefrom) the Limited

Warranty shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

If this Limited Warranty 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. If You are a Consumer, Your mandatory statutory rights as a Consumer are not affected by this prior sentence.

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

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