

## LIMITED WARRANTY (PLAYBOOK)

**Mandatory Statutory Rights.** This Limited Warranty sets forth Research In Motion Limited and its affiliated group of companies (“RIM”)’s responsibilities regarding the BlackBerry PlayBook. To the extent RIM cannot lawfully disclaim any applicable implied or statutory rights relating to the BlackBerry PlayBook, 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 in this warranty may not apply to you.

**Warranty.** RIM warrants to the original end-user purchaser of a new BlackBerry PlayBook (“YOU”), that the BlackBerry PlayBook hardware manufactured by or on behalf of RIM will be free from defects in materials and workmanship under normal use for a period that concludes one (1) year from the date that the BlackBerry PlayBook was originally purchased by YOU (the “Warranty Period”). This Limited Warranty is not transferable by YOU. This Limited Warranty is enforceable in the country where YOU are domiciled. During the Warranty Period, if the BlackBerry PlayBook hardware is found by RIM to be defective, RIM may at its absolute and sole discretion: (i) repair the defective portion of the BlackBerry PlayBook hardware without charge to YOU with new or refurbished parts; (ii) replace the defective BlackBerry PlayBook hardware with a comparable new or refurbished product; or (iii) in the event that RIM is unable to repair or replace the BlackBerry PlayBook as provided under (i) or (ii), refund to YOU the net purchase price YOU paid for the BlackBerry PlayBook. If the BlackBerry PlayBook is repaired or replaced during the Warranty Period, except to the extent that RIM is expressly prohibited by applicable law, the warranty for the repaired BlackBerry PlayBook or the replaced BlackBerry PlayBook as applicable, will expire upon the expiration of the original Warranty Period. Any warranty service or support under this Limited Warranty is conditioned upon the return of YOUR BlackBerry PlayBook to RIM or a RIM authorized service provider (as set out below under “How to Return the PlayBook”). When the exchange of the BlackBerry PlayBook or its parts is provided under this Limited Warranty, the item replaced becomes RIM’s property and the replacement item becomes YOURS. When a refund is provided under this Limited Warranty, YOU will return the BlackBerry PlayBook to RIM and it becomes RIM’s property.

**Exclusions and Limitations.** This Limited Warranty does not apply: (i) to consumable parts, such as batteries, unless the damage was caused by a defect in materials or workmanship; (ii) to normal wear and tear; (iii) if any component of the BlackBerry PlayBook is disassembled, modified, or repaired by someone not expressly authorized by RIM to perform such service; (iv) to physical damage to the surface of the BlackBerry PlayBook, including but not limited to cracks or scratches on the LCD screen; (v) to damage caused by misuse, exposure to moisture or liquids, proximity or exposure to heat, accident, abuse, or neglect; (vi) to damage to the BlackBerry PlayBook caused by operation or use outside the permitted or intended uses described by RIM (including those uses described in the BlackBerry Solution License Agreement (“BBSLA”) which is available at <http://www.blackberry.com/legal>); (vii) if the BlackBerry PlayBook serial number has been defaced or removed; (viii) to any SIM card or peripherals (if any) packaged with the BlackBerry PlayBook; (ix) to a BlackBerry PlayBook not purchased from a RIM authorized seller; or (x) if the Warranty Period has expired. This Limited Warranty is a hardware warranty limited to the BlackBerry PlayBook 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 PlayBook. Refer to the applicable licensing agreements that apply to YOUR use of software. The limited warranty for RIM proprietary software shipped with the BlackBerry PlayBook is described in the BlackBerry Solution License Agreement. Except to the extent required by applicable law, this Limited Warranty applies only to a new BlackBerry PlayBook and only the balance of the warranty period (if any) applies to any refurbished BlackBerry PlayBook. This Limited Warranty also does not apply if the damage or malfunction of the BlackBerry PlayBook results from its use in conjunction with any non-BlackBerry accessories, products, services or peripherals not expressly provided by RIM for use in conjunction with the BlackBerry PlayBook, or where it is determined by RIM that such malfunction is not the fault of the BlackBerry PlayBook itself. The warranty applicable to any BlackBerry branded accessory sold separately is set forth in a separate, accessory limited warranty accompanying such BlackBerry branded accessory. Additionally, if the damage or malfunction of the BlackBerry PlayBook results from the failure of the user to abide by the Safety and Product Information contained in the BlackBerry PlayBook package, the Limited Warranty will be void.

**How to Return the PlayBook.** This Limited Warranty is provided by RIM. Please contact a RIM representative to receive instructions on how to return YOUR BlackBerry PlayBook to RIM or to a RIM authorized service provider. RIM’s warranty contact information can be found at <http://www.blackberry.com/playbookwarranty>. When contacting RIM or a RIM representative via telephone charges may apply, and YOU shall assist RIM or its representative in

diagnosing any problem with YOUR BlackBerry PlayBook. RIM may require that YOU provide proof of purchase of the BlackBerry PlayBook in the form of a dated receipt or invoice from an authorized RIM reseller evidencing that YOU are the beneficiary of this Limited Warranty during the Warranty Period. **IF YOUR BLACKBERRY PLAYBOOK IS RETURNED DURING THE WARRANTY PERIOD, BUT YOUR BLACKBERRY PLAYBOOK IS NOT COVERED UNDER THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RIM'S STANDARD REPAIR AND PROCESSING TERMS AND CHARGES MAY APPLY.** RIM may limit warranty services to the country where RIM or its authorized reseller originally sold the BlackBerry PlayBook to YOU. Warranty service options and response times may differ by country in which warranty service is requested. **YOU MAY BE RESPONSIBLE FOR SHIPPING, HANDLING, AND OTHER COSTS IF YOU REQUEST WARRANTY SERVICES NOT IN THE COUNTRY OF ORIGINAL PURCHASE OF THE BLACKBERRY PLAYBOOK AND IF RIM IS WILLING TO FACILITATE YOUR REQUEST.**

**Data Backup and Peripherals.** RIM is not responsible for data, software, applications, peripherals or information that may be damaged, lost or destroyed, including, without limitation, data lost or damaged during the servicing, repair or replacement of the BlackBerry PlayBook, or through the use of synchronization software.

**PRIOR TO THE RETURN OF THE BLACKBERRY PLAYBOOK TO RIM OR A RIM AUTHORIZED SERVICE PROVIDER YOU MUST: (I) BACKUP YOUR DATA, SOFTWARE, APPLICATIONS, AND INFORMATION; AND (II) WIPE AND/OR REMOVE ANY DATA, FILES, PERIPHERALS, EXPANDABLE MEMORY, AND/OR ANY PERSONAL AND CONFIDENTIAL INFORMATION. DURING THE SERVICING, REPAIR OR REPLACEMENT CONTENT ON YOUR BLACKBERRY PLAYBOOK MAY BE DELETED AND 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, WHICH IS AVAILABLE AT <http://www.blackberry.com/legal>).** For clarity, this Limited Warranty does not cover the backup, recovery or reinstallation of YOUR data, software or applications to the BlackBerry PlayBook.

**Exclusive Remedies.** EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY LAW, THIS WARRANTY AND THE REMEDIES EXPRESSLY SET FORTH ABOVE FOR THE BLACKBERRY PLAYBOOK HARDWARE ARE YOUR EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED.

**Limitation of Liability.** EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY APPLICABLE LAW, RIM, ON BEHALF OF ITSELF, ITS DISTRIBUTORS, RESELLERS, SUBCONTRACTORS, AND SERVICE PROVIDERS OF THE BLACKBERRY PLAYBOOK AND ON BEHALF OF ANY COMPANY CONTROLLED BY OR IN COMMON CONTROL WITH RIM (COLLECTIVELY, THE “**GROUP OF COMPANIES**” AND INDIVIDUALLY A “**GROUP COMPANY**”) HEREBY DISCLAIMS ALL 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. RIM DISCLAIMS ANY REPRESENTATION THAT IT IS CAPABLE OF REPAIRING OR REPLACING THE BLACKBERRY PLAYBOOK WITHOUT RISK TO OR LOSS OF DATA, SOFTWARE, APPLICATIONS, OR PROGRAMS. **TO THE EXTENT RIM CANNOT LAWFULLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES RELATING TO THE BLACKBERRY PLAYBOOK, YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THIS CLAUSE.**

**Exclusion of Certain Damages.** EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL RIM OR ANY GROUP COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLACKBERRY PLAYBOOK, EVEN IF RIM OR ANY GROUP COMPANY 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 OR CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION EXCEPT IN RELATION TO LIABILITY FOR DEATH OR BODILY INJURY OR STATUTORY LIABILITY FOR INTENTIONAL AND GROSS

NEGLIGENT ACT OR OMISSIONS, FOR WHICH NO LIMIT APPLIES, THE LIABILITY OF RIM OR ANY GROUP COMPANY 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 PLAYBOOK OR THE COST OF REPLACING THE AFFECTED BLACKBERRY PLAYBOOK, WHICHEVER IS GREATER. Nothing in this Limited Warranty shall be taken as excluding or attempting to exclude or in any way restrict any liability for death or bodily injury to the extent arising directly from the negligence of RIM or that of its employees or agents.

Some countries, states, or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions and limitations may not apply to YOU. If any provision of this Limited Warranty is determined to be invalid or unenforceable the remaining provisions of this Limited Warranty shall remain in full force and effect.

**Governing Law.** THIS LIMITED WARRANTY, 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 RIM ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, ITS INTERPRETATION, OR THE BREACH OR VALIDITY THEREOF, SHALL, EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OR PROVINCE AS PROVIDED IN THIS PARAGRAPH. If YOU are domiciled in Canada (excluding the Province of Québec) this Limited Warranty is to be construed under the laws of the Province of Ontario, excluding any body of law governing conflicts of law. If you are domiciled in the Province of Québec, this Limited Warranty is to be construed under the laws of the Province of Québec. If YOU are domiciled outside of Canada this Limited Warranty is to be construed under laws of the State of New York, excluding any body of law governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. Unless YOU are domiciled in the Province of Québec, any disagreement or dispute arising out of or relating to this Limited Warranty shall be settled by final and binding arbitration (i) to be conducted in Ontario, Canada, if YOU are domiciled in Canada, under the rules of arbitration of the Arbitration Act, 1991 (Ontario) (the “**Ontario Rules**”) by a single arbitrator appointed in accordance with the Ontario Rules, and (ii) to be conducted in New York, NY, if YOU are domiciled outside of Canada, under the Commercial Rules of the American Arbitration Association (“**CR-AAA**”) by a single arbitrator nominated in accordance with the CR-AAA. The arbitration shall be conducted in the English language. YOU agree that a judgment recognizing and enforcing the Award may be entered in any court with jurisdiction, and irrevocably submit to the jurisdiction of any such court. No dispute between the parties, or involving any person but YOU, may be joined or combined together, without the prior written consent of RIM.

#### **Miscellaneous.**

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

If there is any conflict between this Limited Warranty and any warranty included in the packaging of the BlackBerry PlayBook, the provisions of this Limited Warranty shall be applied by RIM 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.

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