

PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY CUSTOMER SUPPORT SERVICES PLAN TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING.

BlackBerry (as defined below) is pleased to make available to You (as defined below) BlackBerry's Complimentary Customer Support Services Plan commencing from the date of Your purchase of a new Porsche Design Smartphone from BlackBerry (the "**Complimentary Support Plan**"). IN ORDER TO ACCESS THE SERVICES AVAILABLE UNDER THE COMPLIMENTARY SUPPORT PLAN FROM BLACKBERRY YOU MUST: (1) COMPLETE THE REGISTRATION PROCESS FOR A COMPLIMENTARY CUSTOMER SUPPORT SERVICES PLAN ACCOUNT ("**Your Complimentary Plan Account**"); AND (2) AGREE TO THE PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY CUSTOMER SUPPORT SERVICES AGREEMENT (the "**Agreement**"). THE AGREEMENT IS COMPRISED OF BLACKBERRY'S PRIVACY POLICY, THE CURRENT BLACKBERRY SOLUTION LICENSE AGREEMENT APPLICABLE TO YOU (THE "**BBSLA**"), WHICH IS THE AGREEMENT UNDER WHICH BLACKBERRY MAKES AVAILABLE BLACKBERRY SOFTWARE AND SERVICES FOR THE BLACKBERRY SOLUTION (FORMERLY KNOWN AS THE BLACKBERRY SOFTWARE LICENSE AGREEMENT) AS MODIFIED BY THESE PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY CUSTOMER SUPPORT SERVICES PLAN TERMS AND CONDITIONS (the "**Terms and Conditions**"). Please ensure that You have reviewed these Terms and Conditions, BlackBerry's privacy policy, and the BBSLA prior to acknowledging your agreement to the Agreement. BlackBerry's privacy policy can be found at http://blackberry.com/legal/privacy_policy.jsp and the BBSLA can be found at <http://blackberry.com/legal/bbsla.jsp>.

The Agreement forms a legal agreement between you individually, or if you are authorized to act on behalf of your company or another entity, then the entity for whose benefit you act, (in either case "**You**") and BlackBerry Limited, or the subsidiary or affiliate thereof specified in the BBSLA applicable in Your jurisdiction ("**BlackBerry**"), in relation to Your access to and use of Your Complimentary Plan Account and the Support Services (as defined in subsection 5(a) below) provided as part of or under the Complimentary Support Plan. Each of You and BlackBerry are referred to herein as a "**Party**" and collectively as the "**Parties**". Any software provided to You by BlackBerry with respect to the Support Services is "Software", and the Support Services are "Services" and they form part of "Your BlackBerry Solution", as these terms are defined in the BBSLA.

1. **Agreement.** BY: (I) INDICATING YOUR ACCEPTANCE VERBALLY TO BLACKBERRY; (II) PROVIDING BLACKBERRY WITH AN "I ACCEPT" EMAIL RESPONSE; OR (III) PROCEEDING TO OBTAIN SUPPORT SERVICES FROM BLACKBERRY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY AND COMPLY WITH THE AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT, YOU MAY NOT REGISTER FOR, ACCESS OR USE THE SUPPORT SERVICES. If You have any questions or concerns about the Agreement, please contact BlackBerry at legalinfo@blackberry.com.
2. **Age of Majority.** YOU MUST BE BOTH: (A) AT LEAST EIGHTEEN (18) YEARS OF AGE; AND (B) OF THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THESE TERMS AND CONDITIONS OR TO OBTAIN YOUR COMPLIMENTARY PLAN ACCOUNT.
3. **Definitions.** All capitalized terms in these Terms and Conditions shall have the meanings set out in the BBSLA unless otherwise indicated in these Terms and Conditions.
4. **Complimentary Support Plan Eligibility.** The Complimentary Support Plan is valid and offered to You in countries where BlackBerry currently provides Support Services only for new Covered Products (as defined in subsection 5(a) below), provided that You obtain Your Complimentary Plan Account prior to

PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY CUSTOMER SUPPORT SERVICES PLAN TERMS AND CONDITIONS

the expiry of the Coverage Period (as defined in Section 6 below). In cases where You are obtaining Support Services in a country outside of Your jurisdiction, these Terms and Conditions still apply. For a list of the countries where BlackBerry currently provides Support Services, visit www.blackberry.com/gettingstarted. If You desire services for any other BlackBerry product, please visit www.blackberry.com/support.

5. Support Services.

- (a) Under the Complimentary Support Plan, BlackBerry, either directly or through its service providers, will provide You with access to certain technical support services solely in relation to Your Porsche Design Smartphone from BlackBerry (which is Your “BlackBerry Handheld Product” as that term is defined in the BBSLA), the BlackBerry Handheld Software pre-installed on Your Porsche Design Smartphone from BlackBerry at the time of original purchase along with any BlackBerry supplied upgrades or updates to the BlackBerry Handheld Software, and the hardware in-box accessories that are contained in Your Porsche Design Smartphone from BlackBerry’s original packaging (collectively the “**Covered Product**”) during the Coverage Period defined in Section 6 below (the “**Support Services**”). **THE COVERED PRODUCT EXPRESSLY EXCLUDES ANY THIRD PARTY ITEMS THAT MAY BE PRE-LOADED ON IT.** The Support Services may be made available to You via telephone, and/or web chat. In its provision of the Support Services, BlackBerry and/or its service providers will attempt to resolve Your issues that are within the scope of Support Services listed in subsection 5(b) below, but cannot guarantee a resolution.
- (b) **Scope of Support Services:** The Support Services include responding to or assisting with: (i) general questions regarding the Covered Product’s core features (excluding any Third Party Items), getting started, and installation; (ii) inquiries regarding the Complimentary Support Plan and the Support Services in general, including key technical support features, registration, and entitlement; (iii) personalizing Your Covered Product; (iv) technical assistance with simple and advanced troubleshooting and data recovery; (v) interpreting error messages; and (vi) determining when repairs to Your BlackBerry Handheld Product and/or the in-box accessories contained in the BlackBerry Handheld Product’s original packaging are required. With respect to the BlackBerry Handheld Software, BlackBerry will provide support only for the then-current version of each item of the BlackBerry Handheld Software and the version immediately preceding the then-current version.
- (c) **Limitations:** The Support Services do not include:
 - (i) providing support for problems that, as determined by BlackBerry in its sole discretion, result from use of the Covered Product in a manner other than that expressly contemplated by the documentation provided by BlackBerry, including without limitation problems that result from Your use of or modification to the Covered Product in a manner for which the Covered Product is not intended by BlackBerry to be used or modified;
 - (ii) services required to address issues caused by maintenance or configuration changes made to or provided for Your Covered Product by anyone other than BlackBerry;
 - (iii) issues resulting from factors external to BlackBerry products, Software and services, such as from: (1) any Third Party Items and/or Third Party Services, (2) the interoperability of the Covered Product with any Third Party Items and/or Third Party Services, (3) an event of force majeure (which shall include an act of God, labor action, fire, environmental

PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY CUSTOMER SUPPORT SERVICES PLAN TERMS AND CONDITIONS

- conditions or any other event or circumstance outside of BlackBerry's direct control) or (4) any Third Party Items or Third Party Services included with Your Covered Product;
- (iv) issues relating to any BlackBerry products, software, and services other than the Covered Product or Your Complimentary Support Plan. For clarity, the Support Services expressly exclude the provision of information or services pertaining to the BlackBerry Enterprise Server (BES) or Mobile Voice System (MVS);
 - (v) providing support relating to using, accessing, downloading, configuring and/or troubleshooting Third Party Items;
 - (vi) issues related to loss or damage of data, including without limitation data lost or damaged during the Support Services; and
 - (vii) repairing hardware defects covered by the limited warranty for Your Covered Product.
- (d) **Access and Hours:** You can find the most up-to-date contact information for Support Services that may be available to You in Your country at www.blackberry.com/gettingstarted. Telephone numbers, URLs, the hours of telephone support, and the form (including languages) in which the Support Services are made available will be decided (and are subject to change) by BlackBerry, in BlackBerry's sole discretion, from time-to-time. If any such changes are made by BlackBerry, Section 13 below will apply.

LOCAL, NATIONAL, THIRD PARTY WIRELESS, CARRIER, ROAMING OR DATA USAGE FEES MAY APPLY TO SUPPORT CALLS MADE BY YOU.

6. **Period of Coverage.** BlackBerry will make the Support Services available to You from the date You purchased Your BlackBerry Handheld Product until the expiry of Your BlackBerry Handheld Product's warranty period as identified in the BlackBerry Handheld Limited Warranty for Your country, which is available at www.blackberry.com/legal (the "**Coverage Period**"); however, Support Services will only commence when You obtain Your Complimentary Plan Account and accept the Agreement. For example, if You obtain Your Complimentary Plan Account and agree to the Agreement thirty (30) days after the purchase of Your BlackBerry Handheld Product, the Coverage Period would be reduced by thirty (30) days. **BLACKBERRY WILL NOT CHARGE YOU FOR YOUR USE OF THE SUPPORT SERVICES OR THE COMPLIMENTARY SUPPORT PLAN DURING THE COVERAGE PERIOD. HOWEVER, AIRTIME SERVICE (INCLUDING LONG DISTANCE CHARGES) CHARGES MAY APPLY.** The Complimentary Support Plan, including the Support Services, may not be renewed.
7. **Your Responsibilities.** You agree
- (a) to: (i) provide true, accurate, current, and complete information about You as prompted by the applicable registration forms, including, but not limited to information related to Your Covered Product, Your contact details and Your identification (the "**Registration Data**"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete; and
 - (b) to provide BlackBerry with any information and/or assistance that BlackBerry reasonably requests or requires to provide the Support Services to You, diagnose issues, and to otherwise fulfill its obligations under the Agreement. This includes, without limitation, providing Your PIN, serial number, operating system version, software installed, peripheral devices connected to

PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY CUSTOMER SUPPORT SERVICES PLAN TERMS AND CONDITIONS

or installed on Your Covered Product, any logs, error messages displayed, actions taken before You encountered difficulties with Your Covered Product, and steps taken to resolve the issue, to BlackBerry at BlackBerry's request.

8. **Complimentary Plan Account Security.** Upon Your acceptance of the Agreement, You will be asked to provide the email address and other Registration Data You wish to have associated with Your Complimentary Plan Account as part of completing Your Complimentary Plan Account registration process. Upon completing Your Complimentary Plan Account registration, You will be provided access to the Support Services provided under the Complimentary Support Plan. Neither Your Complimentary Plan Account nor Your access to the Complimentary Support Plan is transferable to any other person. You are responsible for maintaining the security of Your Complimentary Plan Account and You are fully responsible for all activities that occur under Your Complimentary Plan Account. You agree to notify BlackBerry as soon as You become aware of any unauthorized use of Your Complimentary Plan Account or any other breach of security. You acknowledge and agree that BlackBerry is not liable for any loss or damage whatsoever arising from Your failure to comply with the foregoing.
9. **Personal Information.** Any communications, electronic or otherwise, with BlackBerry, BlackBerry's affiliated companies, and/or service providers may be recorded for training, quality assurance, customer service and reference purposes. In addition to BlackBerry's privacy policy and the terms and conditions in the BBSLA regarding personal information, You further understand and agree that personal information may be collected, used, processed, transmitted, and stored in Canada, the United States, and any country in which BlackBerry, BlackBerry's affiliated companies and service providers retained by BlackBerry maintain facilities (which may include countries outside of the European Economic Area).
10. **Term.** This Agreement and the Complimentary Support Plan shall continue in force until the earlier of: (i) the expiration of the Coverage Period; or (ii) the termination of the Agreement in accordance with Sections 11 or 12 below.
11. **Termination by BlackBerry.** If You breach the Agreement, BlackBerry may (in addition to all other rights and remedies provided in the Agreement, by law, or otherwise) terminate the Agreement (or part thereof), cancel Your Complimentary Support Plan, Your Complimentary Plan Account, and cease providing Support Services. Additionally, BlackBerry may terminate the Agreement or the Complimentary Support Plan, or both, for convenience and at its discretion upon providing You with ten (10) days' prior written notice to the email address You provided for Your Complimentary Plan Account. Further, You agree that BlackBerry shall not be liable to You or any third party for any termination of the Agreement, Your Complimentary Support Plan, Your Complimentary Plan Account, or limitation of Your access to the Support Services, and/or suspensions of use thereof.
12. **Termination by You.** You may terminate Your Complimentary Support Plan, Your Complimentary Plan Account and these Terms and Conditions at any time for any reason. If You wish to terminate Your Complimentary Support Plan, Your Complimentary Plan Account and these Terms and Conditions, You can either: (a) call BlackBerry at the telephone number for Support Services for Your country listed at www.blackberry.com/gettingstarted and notify a BlackBerry representative of Your wish to terminate, or (b) send written notice to BlackBerry of Your wish to terminate by mail to 2200 University Avenue East, Waterloo, Ontario, Canada, N2K 0A7. TERMINATION BY YOU BY EMAIL IS NOT SUFFICIENT TO TERMINATE YOUR COMPLIMENTARY SUPPORT PLAN, YOUR COMPLIMENTARY PLAN ACCOUNT AND THESE TERMS AND CONDITIONS. Upon any such termination by You, Your right to use the Support Services shall terminate, subject to the survival provisions of the Agreement.
13. **Right to Modify.** In addition to the manner in which BlackBerry updates or revises the BBSLA or the BlackBerry privacy policy, BlackBerry reserves the right to update or revise these Terms and Conditions

**PORSCHE DESIGN SMARTPHONE FROM BLACKBERRY COMPLIMENTARY
CUSTOMER SUPPORT SERVICES PLAN TERMS AND CONDITIONS**

from time-to-time at its own discretion, and may inform You of such updates and revisions by any reasonable means, including without limitation by posting any updates and/or revisions to BlackBerry's website at www.blackberry.com/legal or by email to the email address You provided for Your Complimentary Plan Account. You agree that You will review the Agreement upon notification of the update and/or revision to ensure that You are continually aware of the Support Services provided to You in accordance with the Agreement. Your use of the Support Services (including to follow-up in connection with an open ticket) following notification of such updates and/or revisions to the Agreement will constitute Your acceptance of those changes. Any material change to the Agreement shall not apply retroactively to any claim or dispute in connection with the Agreement that arose prior to such change.

14. **Conflict.** If any of the sections of these Terms and Conditions 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 Complimentary Support Plan.
15. **Miscellaneous.** Except as otherwise set forth herein, notices hereunder shall be provided pursuant to the applicable "Notices" provision in the BBSLA. You agree that a printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. BlackBerry will not be responsible for failures to fulfill any obligations due to causes beyond its control.