

BLACKBERRY WORLD VENDOR AGREEMENT

THIS BLACKBERRY WORLD VENDOR AGREEMENT (FORMERLY THE RIME STORE VENDOR AGREEMENT) (“**AGREEMENT**”) IS ENTERED INTO BY AND BETWEEN YOU INDIVIDUALLY, IF YOU ARE AGREEING TO IT IN YOUR OWN CAPACITY, OR IF YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER ORGANIZATION, BETWEEN THE ENTITY FOR WHOSE BENEFIT YOU ACT (IN EITHER CASE, “**VENDOR**”) AND THE BLACKBERRY LIMITED (“**BLACKBERRY LIMITED**”), BLACKBERRY CORPORATION (“**BLACKBERRY CORP**”), BLACKBERRY UK LIMITED (“**BLACKBERRY UK**”), (BLACKBERRY LIMITED, BLACKBERRY CORP, AND BLACKBERRY UK ARE EACH DOING BUSINESS AS BLACKBERRY COMMERCE FOR THE PURPOSES OF THIS AGREEMENT AND AS SUCH ARE COLLECTIVELY REFERRED TO AS “**BLACKBERRY COMMERCE**” HEREIN). BLACKBERRY COMMERCE AND VENDOR ARE COLLECTIVELY THE “**PARTIES**” AND INDIVIDUALLY A “**PARTY**”. BY CLICKING ON THE APPROPRIATE BUTTON BELOW YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. PLEASE NOTE THAT IF YOU ARE AN INDIVIDUAL YOU MUST BE OVER THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THIS AGREEMENT. OTHERWISE, YOU ARE EXPRESSLY PROHIBITED FROM ENTERING INTO THIS AGREEMENT, AND SHOULD HAVE YOUR PARENT OR GUARDIAN ENTER INTO THIS AGREEMENT.

1. BlackBerry Commerce Stores; BlackBerry Payment Service; Applications; In App Products; Merchants of Record

1.1 BlackBerry Commerce Stores and BlackBerry Payment Service

The BlackBerry Commerce Stores and BlackBerry Payment Service provide: (a) a distribution platform for Free Applications; (b) a distribution platform and transaction processing and payment infrastructure for Paid Applications; and (c) a transaction processing and payment infrastructure for In-App Products (Paid Applications and In-App Products are collectively defined in this Agreement as Paid Offerings). Please note that BlackBerry Commerce does not provide a distribution platform for In-App Products and neither BlackBerry Commerce nor any Third Party MoR has any responsibility for delivery or fulfillment of In-App Products. While In-App Products may be vetted by BlackBerry Commerce in accordance with the BlackBerry Commerce Guidelines, In-App Products are neither included in the BlackBerry Commerce Store catalogues nor distributed through the BlackBerry Commerce Stores. As between BlackBerry Commerce and Vendor, Vendor is solely responsible for all delivery and fulfillment activities for In-App Products.

1.2 Merchants of Record

The BlackBerry Commerce Stores and BlackBerry Payment Service support multiple End User payment methods, which currently include credit card, PayPal and/or telecommunications carrier billed End User payment methods depending on the jurisdiction of a Transaction. Different entities may be the merchant of record (“MoR”) for different Transactions, depending on the payment type, device type, version of the BlackBerry Commerce Store client software used, and jurisdiction of that Transaction. Prior to the Effective Date (as defined below): (a) Digital River, Inc. or one of its affiliates (“DR”) acted as the MoR for credit card and PayPal billed Transactions; and (b) Bango.net Limited or one of its affiliates (“Bango”) acted as the MoR for Carrier Billed MoR Transactions. After the Effective Date, BlackBerry Commerce will start to assume the role of MoR for certain Transactions and for certain payment methods for the countries listed in Exhibit A of Schedule 2 as identified to Vendor by BlackBerry Commerce, and may also act as agent of a Third Party MoR or appoint other entities to act as MoR for certain payment methods and countries from time to time. For avoidance of doubt, BlackBerry Commerce may not act as MoR for all Transactions in each of the listed countries. BlackBerry Commerce or a BlackBerry Commerce affiliate may continue to act as a service provider to Third Party MoRs in relation to the distribution and sale of Paid Applications through a BlackBerry Commerce Store and the sale of In-App Products using the BlackBerry Payment Service.

1.3 Terms, Conditions, and Schedules Applicable to Free Applications, Paid Applications, and In-App Products

This Agreement, including the Schedules identified below, sets out the terms and conditions for: (a) use of the BlackBerry Commerce Stores as a distribution platform for any Application; and (b) the processing of Transactions and payments for Paid Applications and In-App Products using the BlackBerry Payment Service where BlackBerry Commerce is acting as the MoR:

- (a) Schedule 1 sets out the terms and conditions specific to the distribution of Free Applications; and
- (b) Schedule 2 sets out the terms and conditions specific to the processing of In-App Product Transactions, and the sale of Paid Applications through a BlackBerry Commerce Store where BlackBerry Commerce is acting as MoR.

If Vendor previously entered into a BlackBerry App World Vendor Agreement with BlackBerry Limited (formerly Research In Motion Limited), that agreement was assigned to BlackBerry Commerce Inc., BlackBerry Commerce Corp., and BlackBerry Commerce S.à.r.l. on May 8, 2012 (“Effective Date”). Furthermore, effective as of December 2, 2014, the RIME Store Vendor Agreement and the BlackBerry World Vendor Agreement between Vendor and BlackBerry Commerce Inc., BlackBerry Commerce Corp., or BlackBerry Commerce S.à.r.l. was assigned to BlackBerry Limited, BlackBerry Corp, or BlackBerry UK respectively. This Agreement revises and replaces the previous agreement and adds terms and conditions addressing BlackBerry Commerce MoR Transactions and BlackBerry Commerce’s obligations to pay Vendor for those Paid Offering Transactions.

1.4 Additional Agreements

Schedule 2 does not apply to any Transactions for which BlackBerry Commerce is not the MoR. Where a third party such as Bango is acting as the MoR, if Vendor has not already done so, it will be required to enter into another agreement with that third party, which agreement sets out the additional terms and conditions required by the Third Party MoR for the particular Transactions for which that third party is responsible including the payment to the Vendor for those Transactions, but the terms and conditions of this Agreement with respect to the provision of the BlackBerry Commerce Stores as a distribution platform by BlackBerry Commerce and the provision of the BlackBerry Payment Service (other than for any payments due to Vendor in relation to those Transactions) shall continue to apply. BlackBerry Commerce has no responsibility to pay Vendor for any Transaction for which BlackBerry Commerce is not acting as the MoR. If Vendor already has agreements in place with Bango, these agreements shall continue to apply for Paid Application Transactions and for sales of In-App Products for which the applicable Third Party MoR is the MoR. For greater clarity nothing in any agreement between Vendor and any Third Party MoR shall amend, supersede, or otherwise affect this Agreement.

2. Definitions

- 2.1 “**Applications**” means software applications (including those that provide access to services, and other digital products and downloadable content, identified by BlackBerry Commerce in the Vendor Portal or otherwise as types of products or services which may be made available through the BlackBerry Commerce Store) that Vendor submits for distribution through a BlackBerry Commerce Store, and includes both Free Applications and Paid Applications.
- 2.2 “**BlackBerry Commerce Branding Guidelines**” means the branding guidelines, as amended from time to time and made available in the Vendor Portal.
- 2.3 “**BlackBerry Commerce Guidelines**” means the guidelines, as amended from time to time, required to be complied with in respect of all Applications and In-App Products.
- 2.4 “**BlackBerry Limited**” means BlackBerry Limited (formerly Research In Motion Limited) and its successors and assigns.
- 2.5 “**BlackBerry Marks**” means the BlackBerry Limited product iconography (including without limitation smartphone imagery), trademarks, logos, and any other marks set out in the BlackBerry Commerce Branding Guidelines or otherwise provided to Vendor by or on behalf of BlackBerry Limited.
- 2.6 “**BlackBerry Commerce MoR Transaction**” means a Transaction for which BlackBerry Limited, BlackBerry Corp, or BlackBerry UK acts as the MoR.
- 2.7 “**BlackBerry Commerce Stores**” means digital storefronts (such as BlackBerry World) owned by BlackBerry Commerce and/or a BlackBerry Commerce affiliate through which Applications are made available to End Users.

- 2.8 **“BlackBerry Payment Service”** means the transaction and payment processing service provided by BlackBerry Commerce for In App Products, which may either use a BlackBerry Commerce or a third party infrastructure.
- 2.9 **“Carrier Billed MoR Transaction”** means a Transaction for which the associated payment(s) is processed using an End User’s telecommunications carrier account, and for which the MoR is a Third Party MOR such as Bango.
- 2.10 **“Carrier Networks”** means a telecommunications carrier’s wireless telecommunications networks in a specified country, which Vendor designates through the Vendor Portal or otherwise as carrier networks on which devices, to which Applications are downloaded, may be activated (and includes any telecommunications networks owned or operated by any other wireless telecommunications carriers in other regions or countries with whom such wireless telecommunications carrier has a roaming agreement).
- 2.11 **“Consumable In-App Products”** means In-App Products that are designed to be consumed as they are used and may subsequently be purchased again by End Users (for example, virtual fuel consumed in a game Application).
- 2.12 **“End User”** means any individual, corporation or other entity that obtains or wishes to obtain an Offering for its own use and not for the purposes of resale, transfer, or lease.
- 2.13 **“End User Data”** means information provided in connection with a Transaction or the acquisition of a Free Application that is about an identifiable individual who is an End User or an authorized user of an End User.
- 2.14 **“EULA”** means Vendor’s end user license agreement associated with an Application or In-App Product.
- 2.15 **“Free Application”** means an Application, a copy of which is available to End Users for download from a BlackBerry Commerce Store at no charge.
- 2.16 **“In-App Product”** means a product, service, content and/or functionality (including Subscriptions) made available by Vendor through copies of Applications distributed through a BlackBerry Commerce Store for purchase by End Users using the BlackBerry Payment Service.
- 2.17 **“MoR”** or **“Merchant of Record”** means the corporation or other entity acting as merchant of record for a Transaction responsible for processing the Transaction and the payment associated with the Transaction.
- 2.18 **“My World”** has the meaning defined in Section 3.5.
- 2.19 **“Offering Information”** means images (for example, screen shots), text (for example, descriptions) and other information relating to an Application or In-App Product that Vendor provides to BlackBerry Commerce or a BlackBerry Commerce affiliate in relation to that Offering.
- 2.20 **“Offerings”** means Applications and In-App Products.
- 2.21 **“Paid Application”** means an Application, a copy of which an End User is required to pay amounts to download through a BlackBerry Commerce Store.
- 2.22 **“Paid Offering”** means either a Paid Application or an In-App Product.
- 2.23 **“Secondary Revenue”** means all revenue received by Vendor with respect to an Application in relation to use of the Application subsequent to its distribution through a BlackBerry Commerce Store and any updates or upgrades thereto (whether distributed through a BlackBerry Commerce Store by BlackBerry Commerce or otherwise), with respect to any product, service, content, or functionality made available within or by an Application, but excluding: (a) taxes, refunds, and chargebacks; (b) any amounts payable by or on behalf of End Users for Transactions; (c) any revenue derived from the sale of products, content or services that are not used in conjunction with a BlackBerry device (for example physical goods); and (d) any advertising revenue derived from an Application.
- 2.24 **“Subscription”** means a right to use a Subscription-Based Application, Subscription-Based In App Product, and/or an associated service for a specified period.
- 2.25 **“Subscription-Based Application”** means an Application for which End Users purchase rights for specified periods of use.
- 2.26 **“Subscription-Based In-App Product”** means an In App Product for which End Users purchase rights for specified periods of use.
- 2.27 **“Taxation Authority”** means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer, or levy any Taxes or make any decision or ruling in respect of any Taxes.
- 2.28 **“Taxes”** means all taxes, assessments, tariffs, dues, duties, rates, fees, imposts, levies and similar charges of any nature whatsoever, imposed, levied, assessed, or collected by any Taxation Authority, whether based on the importation, delivery, availability, possession, consumption or use of Free Applications or Paid

Offerings by any party or the provision or receipt of Free Applications or Paid Offerings by any party, the execution of this Agreement or otherwise, together, in each case, with all interest, penalties, fines or other additional amounts imposed in respect thereof, including without limitation: (a) all income taxes (including any taxes based on, measured by or with respect to net income, gross income, income as specifically defined, earnings, profits or selected items of income, earnings or profits), windfall profits taxes, gross receipts taxes, branch taxes, minimum taxes, alternative minimum taxes, or capital gains taxes; (b) capital taxes, franchise taxes or net worth taxes; (c) property taxes, personal property taxes, or rental taxes (all amounts in (a), (b) and (c) referred to as “**Individual Party Taxes**”); and (d) sales taxes, use taxes, ad valorem taxes, value added taxes, excise taxes, goods and services taxes, harmonized sales taxes, license taxes, stamp taxes, transfer taxes or customs duties (all amounts in (d) referred to herein as “**Indirect Taxes**”).

2.29 “**Third Party MoR**” means a third party (other than any BlackBerry Commerce or BlackBerry Limited affiliate) corporation or other entity acting as MoR, which may, as an example, be Digital River, Inc. for certain Transactions, or may, as another example, be Bango.net Limited for certain Carrier Billed MoR Transactions.

2.30 “**Third Party MoR Transaction**” means a Transaction for which a Third Party MoR acts as MoR.

2.31 “**Transaction**” means the processing of an order to obtain an Offering.

2.32 “**Vendor Marks**” means the trademarks, logos, icons, screenshots, Offering name, Vendor name and any other marks as provided by Vendor to BlackBerry Commerce by means of the Vendor Portal or otherwise.

2.33 “**Vendor Portal**” means the portal through which Vendor applies for registration as a BlackBerry Commerce Store vendor and submits Applications it desires to have made available through the BlackBerry Commerce Store.

3. BlackBerry Commerce Store and BlackBerry Payment Service Requirements

3.1 Vendor Registration; Application Submission

If Vendor wishes to use a BlackBerry Commerce Store as a distribution channel and is not already registered as a BlackBerry Commerce Store vendor, Vendor must apply through the Vendor Portal for registration as a BlackBerry Commerce Store vendor. BlackBerry Commerce shall notify Vendor whether Vendor has been accepted by BlackBerry Commerce as a BlackBerry Commerce Store vendor, as determined in BlackBerry Commerce’s sole discretion. If BlackBerry Commerce notifies Vendor of BlackBerry Commerce’s acceptance of Vendor as a BlackBerry Commerce Store vendor then: (a) that notice shall constitute BlackBerry Commerce’s acceptance of this Agreement, which shall thereupon become a binding agreement between BlackBerry Commerce and Vendor; and (b) Vendor may then submit Applications through the Vendor Portal. When Vendor submits Applications for acceptance for a BlackBerry Commerce Store, through the Vendor Portal or otherwise, Vendor must also provide a description of any In-App Products that Vendor seeks to enable End Users to purchase through that Application using the BlackBerry Payment Service. Vendor shall submit only the latest production release version of Applications that comply with the BlackBerry Commerce Guidelines. Vendor must provide all information about each Offering requested by BlackBerry Commerce and any applicable MoRs through the Vendor Portal or otherwise as directed by BlackBerry, including without limitation any requested Offering Information, Vendor’s suggested Application category for the BlackBerry Commerce Store and the hardware, software and system requirements for each Application to be distributed through the BlackBerry Commerce Store. Upon request, Vendor must also provide BlackBerry Commerce with a sample or samples of the products, services, content or functionality that Vendor wants accepted as an In-App Product. The categorization of an Application shall be in BlackBerry Commerce’s sole discretion. BlackBerry Commerce may from time to time request additional information and/or Offering Information, and may require Vendor to supply this additional information and/or Offering Information for Offerings that have already been submitted by Vendor.

3.2 Offering Requirements, Evaluation and Acceptance

BlackBerry Commerce may test, or have tested, and evaluate Offerings for their suitability as Offerings made available by BlackBerry Commerce through a BlackBerry Commerce Store or to be sold using the BlackBerry Payment Service, but has no obligation to do so. BlackBerry Commerce may also perform similar testing and evaluation services as a service provider or agent (as applicable) for Third Party MoRs. Such testing is for BlackBerry Commerce’s and/or a Third Party MoR’s internal use only, and shall not be used as a representation by

Vendor or any third party as to the performance or quality of an Offering. Nothing in this Agreement shall limit BlackBerry Commerce's and its affiliates' and their respective agents' and service providers' ability to test and evaluate Offerings, in any manner whatsoever, to assess usage of APIs by Offerings and whether Offerings comply with the BlackBerry Commerce Guidelines or contain any malware, and BlackBerry Commerce reserves the right to test and evaluate each update, upgrade and version of an Offering. Upon receiving notification from BlackBerry Commerce that its Application (and any associated In-App Products) has been accepted, Vendor may initiate the publication of that Application in a BlackBerry Commerce Store at the time it wishes, by indicating its intention to do so on the Vendor Portal. Subject to the terms of this Agreement, BlackBerry Commerce will make the Application available to End Users within a commercially reasonable period of time after such initiation by Vendor, and Vendor thereafter may make In-App Products available through copies of the Application distributed through the BlackBerry Commerce Store. Further, if Vendor has not initiated the publication of an Application within thirty (30) days of BlackBerry Commerce's notification of acceptance of the Application (and any associated In-App Products), BlackBerry Commerce may thereafter initiate publication of the Application in a BlackBerry Commerce Store. BlackBerry Commerce enables End Users to provide feedback on Applications and In-App Products, and Vendor acknowledges and agrees that BlackBerry Commerce shall have no liability for such End User feedback or the manner in which such End User feedback is used and/or displayed.

3.3 In-App Products

Vendor shall not use the BlackBerry Payment Service for making available, and shall not provide as part of an In-App Product, software updates, upgrades, or modifications to the associated Application or any executable file formats. However, Vendor may enable (*i.e.* unlock) functionality that already exists within an Application through an In-App Product (for example, unlock a level within a game). Updates and upgrades for Applications are treated as new versions of Applications and must be submitted through the BlackBerry Commerce Stores submission process and cannot be made available as In-App Products.

With respect to the BlackBerry Payment Service payment processes Vendor shall only rely on the user interface functionality provided by means of BlackBerry Limited APIs and shall not use, invoke, or present to any End User any other user interface functionality.

Vendor can offer automatically recurring Subscription-Based In-App Products having only the renewal frequency set out in the applicable documentation. BlackBerry Limited's BlackBerry Payment Service SDK includes APIs designed to enable Vendor to check the status of an End User's Subscription to an In-App Product. BlackBerry Commerce will use commercially reasonable efforts to notify End Users of the intention to charge for the renewal of a Subscription-Based In-App Product prior to renewal and send a receipt to End Users following renewal. Vendor shall permit End Users to cancel Subscriptions to Subscription-Based In-App Products at any time (including without limitation using a BlackBerry Commerce Store to do so), and nothing shall preclude BlackBerry Commerce, at its sole option, from enabling End Users to cancel their Subscriptions.

3.4 Offering Availability and Suspension

Vendor may suspend the availability of an Application at any time by indicating its decision to do so on the Vendor Portal, and BlackBerry Commerce shall arrange for the removal of the Application from the BlackBerry Commerce Store within a commercially reasonable period of time following BlackBerry Commerce's receipt of this notification from Vendor through the Vendor Portal. However, Vendor acknowledges and agrees that BlackBerry Commerce shall not have any obligation to remove a suspended Application from the My World repository of Applications for any End User and that nothing herein will affect an End User's right to continue to use an Application it has rightfully acquired through the BlackBerry Commerce Store. Notwithstanding the foregoing, for In-App Products other than those that are sold or licensed on a subscription basis Vendor must continue to make In-App Products available to the End User through the Application with which they were associated for no less than six (6) months after the date of the download of the copy of the Application through which they are made available and in no event less than the period they are required to be available to the End User by the laws in the jurisdiction of the End User. For Subscription-Based In-App Products Vendor must continue to make In-App Products available to the End User through the Application with which they were associated for no less than the period for which the End User is entitled based on the Subscription and in no event less than the period they are required to be available to the End User by the laws in the jurisdiction of the End User.

BlackBerry Commerce and/or a Third Party MoR may, at any time, in their sole discretion and for any reason whatsoever, including without limitation a breach of the BlackBerry Commerce Guidelines, excessive returns or chargebacks associated with an Offering, a payment processor's refusal to provide services in relation to an Offering, Vendor's failure to meet the support obligations set out in this Agreement, or a third party claim made in relation to an Offering, with or without advance notice to Vendor, cease to make available any Applications through the BlackBerry Commerce Store and/or cease to process Transactions for In-App Products, at all, or in part, including only in specified jurisdictions, and nothing in this Agreement shall constitute BlackBerry Commerce's or any Third Party MoR's commitment to make available, or to continue to make available, Vendor's Applications or to continue to make the BlackBerry Payment Service available for Vendor's Applications or In-App Products. If BlackBerry Commerce does not provide Vendor with notice of the removal prior to it taking place, BlackBerry Commerce shall do so, by means of the Vendor Portal or otherwise, within a commercially reasonable period following the removal. Vendor further acknowledges and agrees that BlackBerry Commerce reserves the right, but has no obligation, to remove an Offering from an End User device and/or disable (in whole or in part) the operation of an Offering, and the End User's access to such Offering through My World, if the End User's payment for that Offering has been refunded by or charged back to the applicable MoR, or if the End User has engaged in fraud, or as provided in the BlackBerry Commerce Guidelines (including without limitation a breach thereof). Notwithstanding the foregoing, Vendor further acknowledges and agrees that BlackBerry Commerce may, at any time, in BlackBerry Commerce's sole discretion and for any reason whatsoever, remove an Offering from an End User's device and/or remove such Offering from the End User's My World repository.

3.5 My World

BlackBerry Commerce offers the My World repository to End Users at no charge to enable them to reinstall certain Applications (*e.g.* this functionality may not be available for ringtones) obtained through the BlackBerry Commerce Store on their devices in accordance with the My World rules, and requires vendors to grant to BlackBerry Commerce and End Users the rights necessary to facilitate this repository.

Neither BlackBerry Commerce nor any Third Party MoR associates In-App Products with Applications in My World or otherwise tracks or displays In-App Products in My World. Unless otherwise expressly agreed to in writing by BlackBerry Commerce, for any In-App Product that is intended to be used as part of or in conjunction with the Application through which it was purchased (for example, a level of a game or a Subscription-Based In-App Product), Vendor must re-associate (*i.e.* re-fulfill) the In-App Product with the Application through which it was purchased, upon reinstallation of that Application from My World either: (a) automatically; or (b) upon request by the End User. In the case of Consumable In-App Products, Vendor is only required to re-associate the portion of In-App Products that have not been consumed at the time of reinstallation. Neither BlackBerry Commerce nor any Third Party MoR is responsible for keeping track of consumption of Consumable In-App Products or Subscription-Based In-App Products. If Vendor requires additional information about these obligations Vendor should contact appworldvendorsupport@blackberry.com.

3.6 EULA

Vendor shall include a EULA within or otherwise associated with each Offering that is enforceable and complies with local laws in the particular jurisdictions in which each Offering is to be made available (and further to the extent a Vendor's Offering collects, uses or discloses End User Data conspicuously post a link to the Vendor's privacy policy in a manner consistent with applicable law). Each EULA shall at a minimum include provisions excluding BlackBerry Commerce, telecommunications carriers, and any Third Party MoR acting as the MoR for any Transaction associated with the applicable Offering, from any liability whatsoever in relation to Offerings (not necessarily by name, but at least by role, for example agents, channel partners and associated service providers) including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of Offerings, and shall make BlackBerry Commerce, telecommunications carriers, and any such Third Party MoRs third party beneficiaries to the EULA in respect of these provisions. Vendor must also provide End Users with notice of any limitations on the countries and/or Carrier Networks in or on which the Offering may be installed and/or used.

If Vendor does not include a EULA within or otherwise associated with an Offering, although BlackBerry Commerce shall have no obligation to do so, Vendor hereby authorizes BlackBerry Commerce as Vendor's agent, to

make the distribution of the Application and/or the availability of associated services under an agreement with Vendor as the licensor (or service provider) with the same terms and conditions as those in BlackBerry Commerce's BlackBerry Solution License Agreement, except that the agreement shall provide that as between BlackBerry Commerce and the End User, all Offerings and associated services are provided 'AS IS' and 'AS AVAILABLE', none of BlackBerry Commerce and its affiliates shall have any liability or responsibility whatsoever for the Application or any Offering or associated services made available through the Application and making BlackBerry Commerce and its affiliates third party beneficiaries to such provisions.

Vendor acknowledges and agrees that neither BlackBerry Commerce nor any Third Party MoR is under any obligation to enforce in any manner the provisions of any EULA or Vendor privacy policy, and neither BlackBerry Commerce nor any Third Party MoR shall be responsible for any breach of any EULA, Vendor privacy policy, or any other agreement between Vendor and an End User. Any provision of any EULA inconsistent with the provisions of this Agreement shall not have any force or effect in respect of Applications made available through the BlackBerry Commerce Store or In-App Products made available through Applications.

Vendor hereby acknowledges and agrees that notwithstanding any provisions of any EULA: (a) BlackBerry Commerce and Third Party MoRs may make it a condition of their agreements with End Users that an Offering made available through the BlackBerry Commerce Store or purchased using the BlackBerry Payment Service be downloaded, installed and used only on a BlackBerry Limited proprietary software platform operating on a device; and (b) that End Users may reinstall copies of Applications onto devices from the My World repository in accordance with the then current rules, features and functionality of the My World repository and BlackBerry Commerce and its affiliates have the right to authorize them to do so.

4. Restriction on Distribution; Licenses; Fulfillment

4.1 Restriction on Distribution

Vendor may distribute and sell applications that operate on BlackBerry Limited's BlackBerry 10 software platform ("BlackBerry 10") only through BlackBerry Commerce Stores and not through any other direct or indirect distribution means, and Vendor shall not enable or permit third parties to distribute or sell applications that operate on BlackBerry 10 through other means (except in either case any Vendor sales of applications directly to customers solely for distribution, via BlackBerry Enterprise Server, to the customer's authorized users).

4.2 License for Offerings

Vendor hereby grants to BlackBerry Commerce a non-exclusive, worldwide, royalty-free license to:

- (a) use, reproduce, and have reproduced Offerings for the purposes of evaluating and testing Offerings (including on behalf of the applicable Third Party MoR in the case of Third Party MoR Transactions);
- (b) use, reproduce, and have reproduced Offerings for the purposes of operating the BlackBerry Commerce Stores and in the case of Applications to distribute Applications to End Users with devices operating on Carrier Networks and non-cellular wireless networks (for example, a device operating on a Wi-Fi network) (including for the purposes of providing delivery, fulfillment and/or other services to Third Party MoRs in the case of Third Party MoR Transactions);
- (c) use, reproduce, have reproduced, and distribute Applications to the extent necessary to enable the My World digital repository (as defined from time to time) for Applications;
- (d) use, reproduce, have reproduced, publicly display, and publicly perform Offering Information for the purposes of: (i) operating the BlackBerry Commerce Stores (including providing delivery, fulfillment and/or other services to Third Party MoRs in the case of Third Party MoR Transactions); (ii) marketing the BlackBerry Commerce Stores and Offerings, including distribution, directly and indirectly through third parties, of marketing materials displaying Offering Information; and (iii) as may be reasonably necessary in performing the activities listed in (b)-(c) above; and
- (e) to permit third parties to perform the activities listed in (a)-(d) above on behalf of BlackBerry Commerce.

4.3 Vendor Trademark License

Vendor hereby grants to BlackBerry Commerce a non-exclusive, royalty-free license during the Term to use, reproduce and display the Vendor Marks and Offering Information for the purposes of: (a) operating the BlackBerry Commerce Stores, including without limitation providing delivery, fulfillment and/or other services as fulfillment service provider of any applicable Third Party MoR; (b) BlackBerry Commerce's marketing and promotion of the BlackBerry Commerce Stores and Offerings, including without limitation promotional offers, gift cards and the like; and (c) BlackBerry Commerce's distribution, directly and indirectly through third parties, of marketing and promotional materials displaying Vendor Marks and/or Offering Information. BlackBerry Commerce's uses of the Vendor Marks as set out in subparagraphs (b) and (c) in this Section 4.3 must be approved by Vendor in writing in advance of each use that is materially different from BlackBerry Commerce's use of the Vendor Marks for the purposes of operating the BlackBerry Commerce Stores, including without limitation providing delivery, fulfillment and/or other services as fulfillment agent of any applicable Third Party MoR. Any such required Vendor consent shall not be unreasonably withheld or delayed and such consent shall be deemed given if Vendor does not provide notice to BlackBerry Commerce of approval or non-approval within five (5) business days of Vendor's receipt of BlackBerry Commerce's written request. BlackBerry Commerce agrees that all of BlackBerry Commerce's uses of the Vendor Marks shall inure to the benefit of Vendor. Without limiting the foregoing, BlackBerry Commerce will not: (i) modify the Vendor Marks, except as expressly approved in writing by Vendor in advance; (ii) combine the Vendor Marks with any other marks or create any composite marks; or (iii) do anything that would compromise Vendor's rights in and to the Vendor Marks.

4.4 BlackBerry Marks License

BlackBerry Commerce hereby grants to Vendor a non-exclusive, non-transferable, royalty-free license, within the regions and countries in which BlackBerry Commerce has commercially launched BlackBerry Commerce Stores and during the Term, to use, reproduce and display the BlackBerry Marks solely in accordance with the BlackBerry Commerce Branding Guidelines and solely for the purposes of Vendor's marketing and promotion of the BlackBerry Commerce Stores and Offerings for use on a BlackBerry proprietary software platform, including without limitation promotional offers, gift cards and the like. Vendor's uses of the BlackBerry Marks must be approved by BlackBerry Commerce in writing in advance of each use that is materially different from a previously approved use. Vendor agrees that all of Vendor's uses of the BlackBerry Marks shall inure to the benefit of BlackBerry Limited. At BlackBerry Commerce's request, Vendor shall supply BlackBerry Commerce with specimens displaying Vendor's uses and/or intended uses of the BlackBerry Marks. Without limiting the foregoing, Vendor will not: (i) modify the BlackBerry Marks, except as expressly approved in writing by BlackBerry Commerce in advance; (ii) combine the BlackBerry Marks with any other marks or create any composite marks; or (iii) do anything that would compromise BlackBerry Commerce's and/or BlackBerry Limited's rights in and to the BlackBerry Marks.

4.5 Vendor Fulfillment

Except to the extent BlackBerry Commerce or a Third Party MoR expressly assume fulfillment obligations for any Applications or any associated products, services, content or functionality (as Vendor's agent or otherwise) distributed through a BlackBerry Commerce Store, under this Agreement or under an agreement between Vendor and a Third Party MoR, Vendor shall provide to each End User all copies of Applications and In-App Products and all associated products, services, content, functionality and other materials necessary for the End User to obtain the full benefit for which the End User has paid or to which the End User is otherwise entitled (including, for example, where the Application is designed to access external services, such as ongoing subscription services which require the delivery or ongoing delivery of additional services, products, content, or functionality, Vendor shall provide such additional services, products, content or functionality). Without limiting the foregoing, as indicated above, Vendor is solely responsible for fulfilling In-App Products to End Users.

4.6 Geographic Restrictions

Vendor acknowledges and agrees that Applications and In-App Products may be downloaded by End Users with devices operating on Carrier Networks and that Carrier Networks include not only the wireless networks selected by Vendor, but also wireless networks operated by the roaming partners of those telecommunications carriers (and

further may be downloaded by End Users with devices operating on non-cellular wireless networks (for example, a device operating on a Wi-Fi network)). Subject to the foregoing, if Vendor does not have the rights necessary to distribute an Application or In-App Product (or any portion thereof) globally, or if Vendor is otherwise unable to control the jurisdictions in which End Users may download and/or use that Application or In-App Product (as applicable), then Vendor must not make, or seek to make, that Application available through the BlackBerry Commerce Store, or to use the BlackBerry Payment Service in relation to the sale of that In-App Product. The Carrier Networks and/or countries Vendor selects for an Application's availability will automatically apply to any In-App Products made available through that Application.

5. Secondary Revenue Fee

5.1 Secondary Revenue Fee

Vendor shall pay to BlackBerry Commerce thirty percent (30%) of Secondary Revenue (which excludes amounts payable by or on behalf of End Users for Transactions) on a calendar quarterly basis in arrears, payable within thirty (30) days of the end of each calendar quarter (the "Secondary Revenue Fee"). Vendor shall provide to BlackBerry Commerce a monthly report outlining calculation of the Secondary Revenue Fee for the applicable month in accordance with United States generally accepted accounting principles. Vendor shall pay the Secondary Revenue Fee in United States dollars by wire transfer as directed by BlackBerry Commerce to Vendor in writing (or as otherwise directed by BlackBerry Commerce from time to time). Taxes relating to the Secondary Revenue Fee shall be governed by Section 3.1 of Schedule 2.

5.2 Audit

During the Term Vendor agrees to keep records, in accordance with United States generally accepted accounting principles, relating to the calculation of the Secondary Revenue Fee. To verify such calculations BlackBerry Commerce may, during the Term and no more than one (1) time per calendar year, at its sole cost and expense, request such records and Vendor shall provide such records to BlackBerry Commerce. If any such audit demonstrates that Vendor has underpaid the Secondary Revenue Fee due to BlackBerry Commerce under this Agreement by at least five percent (5%) and at least two-thousand and five-hundred dollars (\$2,500) in a given quarter, Vendor shall immediately pay to BlackBerry Commerce the reasonable costs of such audit (but not to exceed ten thousand dollars (\$10,000)) and the amount of such underpayment, and BlackBerry Commerce shall be entitled to perform such audit two (2) times per calendar year. Further, BlackBerry Commerce may appoint a third party, selected at BlackBerry Commerce's sole discretion, to perform such audit.

6. Taxes

Vendor must provide all tax and related payment information requested by BlackBerry Commerce and any applicable MoRs through the Vendor Portal or otherwise as directed by BlackBerry Commerce, and payment by BlackBerry Commerce to Vendor of amounts owing to Vendor under this Agreement may, at BlackBerry Commerce's sole discretion, be contingent on Vendor providing such information. For greater clarity under no circumstances shall BlackBerry Commerce or any of its affiliates be deemed to be providing tax advice or consulting services to Vendor. Vendor shall indemnify BlackBerry Commerce for any Individual Party Taxes lawfully payable by Vendor to any Taxation Authority.

7. Reporting

BlackBerry Commerce will, from time to time, provide Vendor with aggregated data on downloads of Applications made available through the BlackBerry Commerce Store. Notwithstanding the obligations set out in Section 11, Vendor acknowledges and agrees that BlackBerry Commerce can obtain and publicly disclose aggregate data relating to the distribution of Applications through the BlackBerry Commerce Store.

8. Support

Vendor is solely responsible for, and agrees to provide, reasonable technical and product support to End Users with respect to the product features, installation and use of Applications made available through a BlackBerry Commerce

Store and In-App Products sold using the BlackBerry Payment Service, which shall include at minimum a warranty for each Application and In-App Product consistent with applicable laws. Vendor shall also provide End Users with support in making the In-App Products they have purchased available to them. BlackBerry Commerce shall provide End Users with support in downloading Applications made available through the BlackBerry Commerce Store, but shall not be responsible for any support obligations with respect to these Applications. Vendors will provide all reasonable support to BlackBerry Commerce to allow BlackBerry Commerce to provide this support, including notification of any Application issues which may result in the failure of a download or any changes to compatibility requirements. Vendor must provide BlackBerry Commerce and End Users, by means of the Vendor Portal or otherwise, with a support contact email address and may also provide a support URL, to enable End Users to obtain support for Applications and In-App Products. Vendors must provide BlackBerry Commerce with at least thirty (30) days' prior written notice of any change to the Vendor's support contact information. BlackBerry Commerce may provide Vendor support contact information directly to End Users and/or service providers and may publish this information (including within the BlackBerry Commerce Store), and through BlackBerry Commerce training and support tools including self service web forums.

If BlackBerry Commerce or its affiliates provide Vendor with information, logs, or End User Data for the purpose of technical and product support, troubleshooting or fixing bugs, Vendor shall only use such information and End User Data in accordance with the purpose for which it was provided to Vendor under this Agreement and shall handle such data in accordance with applicable privacy and data protection legislation.

9. Intellectual Property

9.1 Intellectual Property Rights

Vendor does not acquire any right, title or interest in or to any BlackBerry Commerce or BlackBerry Limited intellectual property. Other than as expressly set forth in this Agreement, BlackBerry Commerce does not acquire any right, title or interest in or to any Vendor intellectual property.

9.2 Feedback

BlackBerry Commerce wishes to ensure the BlackBerry Commerce Store is a premier channel for vendors. In order to enable BlackBerry Commerce to do so Vendor hereby grants to BlackBerry Commerce (with respect to any Offering Information that identifies any ideas, suggestions, changes, concepts, comments and other feedback relating to the Vendor Portal, BlackBerry Commerce Store and related products, processes, programs and services (collectively "Feedback")) a non-exclusive, worldwide, royalty-free, sub-licensable and irrevocable license to develop, make, have made, reproduce, have reproduced, import, modify, make derivative works of, sell, and offer to sell Feedback as part of BlackBerry Commerce's and its affiliates' technology, products or services. Vendor shall not knowingly provide BlackBerry Commerce with any Feedback that is subject to third party intellectual property rights or that includes or reveals any confidential information of Vendor or of any third party.

9.3 No Reverse Engineering

Except to the extent that this prohibition is precluded by law, BlackBerry Commerce may not modify any Application without Vendor's express written permission, and may not reverse engineer, disassemble or decompile any Application.

9.4 Independent Development

Notwithstanding any other provision of this Agreement, Vendor acknowledges and agrees that BlackBerry Commerce and its affiliates are also software developers and licensees of applications that operate on BlackBerry Commerce and its affiliates' proprietary software platforms, and that BlackBerry Commerce and its affiliates may currently or in the future develop, use, market, promote, distribute and/or license products and/or services that are similar to and/or competitive with Applications and In-App Products, and that no provision of this Agreement prohibits BlackBerry Commerce or its affiliates from doing so.

10. End User Data

Vendor may be required to provide BlackBerry Commerce or its affiliates or service providers with personal information through the Vendor Portal or other means in order for BlackBerry Commerce to process Transactions or the distribution of Free Applications, protect users from fraud, and verify Vendor information and identity. BlackBerry Commerce and its affiliates may collect, use and disclose End User Data from End Users (including, where BlackBerry Commerce is MoR for a Transaction, End User payment information for the purposes of processing a Transaction or distributing a Free Application) as part of providing or improving the BlackBerry Commerce Stores, BlackBerry Payment Service, BlackBerry World, Vendor Portal and associated programs, processes, products, and services. Such information will be treated by BlackBerry Commerce and its affiliates in accordance with applicable privacy and data protection legislation, BlackBerry's Privacy Policy available at <http://www.blackberry.com/legal/privacy.shtml>, and as may be permitted or required by any applicable law. Vendor agrees that End User payment information is not owned by Vendor and will not be provided by BlackBerry Commerce or its affiliates to Vendor, and may be provided to merchant acquirers and banking institutions, payment processors, Third Party MoRs, airtime service providers (in connection with Carrier Billed Transactions), or other third parties involved in processing Transactions or the distribution of Free Applications or related purposes (for example chargebacks, refunds, adjustments, disputes and customer support). For greater clarity, BlackBerry Commerce and its affiliates are not required to recollect End User payment information for Vendor specifically, or for the purpose of providing to Vendor.

Vendor agrees to comply with applicable privacy and data protection legislation to the extent that it directly collects End User Data by means of Applications distributed through a BlackBerry Commerce Store and by means of In-App Products, and in respect of any End User Data provided to it by BlackBerry Commerce and its affiliates or service providers and/or any applicable Third Party MoR or airtime service provider. If such entities provide or make accessible End User Data to Vendor, Vendor shall only use such End User Data for the purpose for which it was provided, handle such End User Data in a manner consistent with Vendor's publicly available privacy policy (to the extent that it does not violate any applicable legislation, and which privacy policy shall be consistent with the privacy obligations set forth in the BlackBerry Commerce Guidelines), and safeguard such data using a reasonable standard of care to protect it from unauthorized use, disclosure or access by third parties. Nothing in this Agreement shall restrict Vendor from using for Vendor's lawful business purposes any data provided to Vendor directly by an End User in connection with that End User's registration or use of an Application or In-App Product, provided that Vendor complies with applicable privacy and data protection legislation and its privacy policy (which shall be consistent with the privacy obligations set forth in the BlackBerry Commerce Guidelines), and Vendor provides appropriate information to End Users regarding Vendor's collection, use and disclosure of user and device data (including notifying and obtaining consent from an individual before his or her location data is collected, transmitted or used by a Vendor Application or In-App Product that offers location-based services or functionality).

11. Confidentiality

Except for Secondary Revenue information there is no need for Vendor to provide to BlackBerry Commerce or any BlackBerry Commerce affiliate any confidential information under this Agreement, and accordingly Vendor acknowledges and agrees that except as expressly set out in this Section 11, despite any confidentiality agreements between Vendor and BlackBerry Commerce, BlackBerry Commerce has no confidentiality obligations with respect to any information provided by Vendor to BlackBerry Commerce under or in relation to this Agreement, the BlackBerry Payment Service, or BlackBerry Commerce Store. Subject to BlackBerry Commerce's obligations in Section 9.3, BlackBerry Commerce shall have no confidentiality obligations with respect to any In-App Products, the object code form of any Application or any Offering Information. Other than as part of aggregated data or as required to enforce its rights under this Agreement, or as required by law, BlackBerry Commerce will not disclose: (a) Secondary Revenue information to any third party other than to Vendor, BlackBerry Commerce's affiliates and their respective professional advisors; and (b) the number of Vendor's Paid Offerings and Free Applications distributed to End Users through the BlackBerry Commerce Store and/or BlackBerry Payment Service (as applicable) other than to Vendor, BlackBerry Commerce's affiliates, Third Party MoRs and their respective professional advisors.

12. Vendor Representations, Warranties and Covenants

Vendor hereby represents, warrants and covenants to BlackBerry Commerce that: (a) Offering Information, including without limitation any tax information it provides to BlackBerry Commerce through the Vendor Portal, and any information contained in any user documentation or marketing materials, is true, accurate, current and complete; (b) Vendor has the right and authority to enter into this Agreement and to grant to BlackBerry Commerce the rights contemplated by this Agreement, and that doing so will not breach the terms of any other agreement to which Vendor is a party, or of which Vendor is otherwise aware; (c) if Vendor is an individual Vendor is over the age of majority in his or her jurisdiction, as applicable; (d) all software Offerings that Vendor submits to BlackBerry Commerce shall be submitted only in COD file format, except in the case of Applications for the BlackBerry Tablet OS or BlackBerry 10 OS in which case all such software Offerings that Vendor submits to BlackBerry Commerce shall be submitted only in BAR file format; (e) each software Offering is developed and distributed under an agreement between BlackBerry Limited and the Vendor, or between BlackBerry Limited and the licensor of the Application, as applicable, that provides for the use of at least one of BlackBerry Limited's development tools listed at <http://us.blackberry.com/developers/sdks.jsp> (an "SDK Agreement"), that SDK Agreement remains in effect, and Vendor has not breached, and is not aware that the licensor of the Application, as applicable, has breached, any provision of that SDK Agreement; (f) Applications and In-App Products shall not be capable of use 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; (g) software Offerings shall not contain, or be derived in any manner (in whole or in part), from any software, including without limitation open source software, that would require that any BlackBerry or third party proprietary software or information be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of permitting modifications or derivative works; (iii) reproduced and/or redistributed at no or minimal charge; (iv) permitted to be reverse engineered; or (v) used only for non-commercial purposes; (h) each Offering (including any product, service, content, or functionality within and/or made available directly or indirectly by means of that Offering) complies with all applicable laws, and without limiting the foregoing, is not libelous, slanderous or defamatory of any person or individual, does not contain obscene or pornographic material, is not illegal to use, does not infringe the rights (including without limitation the intellectual property rights or rights of privacy) of any third parties, and does not otherwise violate the BlackBerry Commerce Guidelines in effect at the time of submitting each Offering, as applicable, through the Vendor Portal or otherwise (as applicable), and Vendor shall comply with (and Vendor has not breached) the BlackBerry Commerce Guidelines; (i) Vendor has identified to BlackBerry Commerce all restrictions relating to the distribution and use of Offerings, including without limitation restrictions related to the Carrier Networks and countries in or on which Offerings may be distributed and/or used; (j) the Offering Information and Vendor Marks do not infringe the rights, including without limitation the intellectual property rights, of any third parties; (k) Vendor shall comply with all applicable consumer and marketing laws and regulations; (l) Vendor shall supply to End Users warranties for Offerings and all associated products, services, content, and functionality in accordance with all applicable laws and regulations; (m) Vendor has complied with all applicable laws and regulations (including obtaining all necessary classifications, permits, licenses, authorizations, approvals, and declarations (including all necessary export permits)) in relation to the development of the Offerings and their distribution through the BlackBerry Commerce Store and sale using the BlackBerry Payment Service and their distribution to and by BlackBerry Commerce and/or a third party BlackBerry Commerce designates; (n) the software Offerings are provided to BlackBerry Commerce in object code format only; (o) Vendor is the owner or authorized distributor of the Offerings and has all rights necessary to make the Offerings available through the BlackBerry Commerce Store and to sell the Offerings using the BlackBerry Payment Service for use on the Carrier Networks and in the countries identified by Vendor in the Vendor Portal or otherwise (as applicable); and (p) the Offerings are designed for operation and use on a BlackBerry Commerce Limited proprietary software platform operating on devices.

13. No BlackBerry Commerce Representations or Warranties

BLACKBERRY COMMERCE IS PROVIDING ACCESS TO THE BLACKBERRY PAYMENT SERVICE, BLACKBERRY COMMERCE STORES, THE VENDOR PORTAL AND ASSOCIATED PROGRAMS, PROCESSES, PRODUCTS, AND SERVICES, AND FOR BLACKBERRY COMMERCE MOR TRANSACTIONS BLACKBERRY COMMERCE IS ACTING AS VENDOR'S AGENT, ON AN "AS IS" AND "AS AVAILABLE" BASIS. BLACKBERRY COMMERCE MAKES NO REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY,

PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE BLACKBERRY PAYMENT SERVICE, BLACKBERRY COMMERCE STORES, THE VENDOR PORTAL OR ANY ASSOCIATED PROGRAMS, PROCESSES, PRODUCTS OR SERVICES OR THEIR PERFORMANCE OR THEIR FAILURE TO PERFORM, INCLUDING ANY ECONOMIC BENEFIT VENDOR MAY GAIN, OR EXPECTS TO GAIN, FROM THE FOREGOING.

14. Indemnification

Vendor shall indemnify, hold harmless, and if requested by BlackBerry Commerce defend, BlackBerry Commerce, BlackBerry Commerce's affiliates, telecommunications carriers, agents, successors and assigns and their respective directors, officers, employees and independent contractors (each a "**BlackBerry Commerce Indemnified Party**") from any costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) incurred directly or indirectly by a BlackBerry Commerce Indemnified Party as a result of Vendor's breach of this Agreement and/or as a result of any third party claim, suit, proceeding, judgment, settlement, or cause of action: (a) alleging the infringement, violation or misappropriation of any intellectual property right, including a patent, design, industrial design, copyright, trade secret or trademark or other proprietary right, by any Offering (or any other products, services, content, or functionality made available through any Offering), Vendor Marks, or Offering Information or the use or distribution thereof, or the combination of any Offering (or any other products, services, content, or functionality made available through any Offering) with any other hardware, software, system, or service; (b) alleging libel, slander, or defamation related to any Offering or the use or distribution thereof; (c) alleging any injury, death or property or other damage arising from or related to the performance or non-performance of any Offering or the use or distribution thereof; (d) based on any representations or misrepresentations made by Vendor, including without limitation representations or misrepresentations made by Vendor relating to any Offering; or (e) otherwise related to or arising from any Offering or the use or distribution thereof. In the event of becoming aware of any such claim a Party shall: (i) notify the other Party promptly of such claim; (ii) provide to the other Party all information and assistance reasonably requested in relation to such claim, at Vendor's expense; and, (iii) not admit any liability or agree to any settlements by or on behalf of the other Party with respect to such claims without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. If BlackBerry Commerce has requested Vendor to defend a claim, and BlackBerry Commerce, at any time, has a reasonable basis to believe that Vendor cannot or may not be able to fulfill Vendor's obligations under this Section 14, then, without limiting Vendor's obligations under this Section 14, BlackBerry Commerce shall be entitled to provide notice to Vendor that it has decided to become the defending Party, and thereafter to assume control of the defense and/or settlement of any such claim. If a BlackBerry Commerce Indemnified Party is required to indemnify any third party (including without limitation, an MoR or telecommunications carrier) in respect of a claim made against that third party in relation to any of Vendor's Offerings, any claim covered by that indemnity shall be deemed to be a third party claim made against BlackBerry Commerce and covered by this provision. Once BlackBerry Commerce notifies Vendor that it will be seeking an indemnity, unless otherwise expressly agreed in writing, all communications (including the notice) will be deemed confidential information of BlackBerry Commerce, which may not be disclosed by Vendor to any third party, other than Vendor's legal advisors, without the prior express written permission of BlackBerry Commerce, and in addition, all communications in respect of any such claim shall be subject to common interest privilege. If a claim hereunder brought against a telecommunications carrier is also a claim with respect to which BlackBerry Commerce or any BlackBerry Commerce affiliate is required to indemnify such telecommunications carrier, then BlackBerry Commerce shall, in its sole discretion elect to have such claim treated as a claim against BlackBerry Commerce or against the telecommunications carrier or both under this provision, and shall notify Vendor of same.

15. Exclusions and Limitations of Liability

15.1 Exclusion of Liability

IN NO EVENT SHALL ANY TELECOMMUNICATIONS CARRIER, OR BLACKBERRY COMMERCE (EXCEPT WITH RESPECT TO BLACKBERRY COMMERCE'S BREACH OF SECTIONS 9.3 OR 11 OR BLACKBERRY COMMERCE'S PAYMENT TO VENDOR OF THE PORTION OF THE SRP (AS DEFINED IN

SCHEDULE 2) FOR EACH PAID OFFERING IN ACCORDANCE WITH SCHEDULE 2), BE LIABLE FOR ANY DAMAGES WHATSOEVER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE BLACKBERRY PAYMENT SERVICE, BLACKBERRY COMMERCE STORES, THE VENDOR PORTAL OR ACCESS THERETO OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ANY DAMAGES INCURRED BY VENDOR AS A RESULT OF DEVELOPING OR LICENSING APPLICATIONS OR IN-APP PRODUCTS, VENDOR'S USE OF THE BLACKBERRY PAYMENT SERVICE, BLACKBERRY COMMERCE STORES, OR VENDOR PORTAL, THE REJECTION, REMOVAL OR UNAVAILABILITY OF AN APPLICATION OR IN-APP PRODUCT, IF BLACKBERRY COMMERCE DISCONTINUES ANY BLACKBERRY COMMERCE STORE OR BLACKBERRY PAYMENT SERVICE OR ACCESS THERETO AT ANY TIME (IN WHOLE OR IN PART), OR ANY ECONOMIC BENEFIT VENDOR MAY GAIN, OR EXPECTS TO GAIN, FROM THE BLACKBERRY PAYMENT SERVICE OR ANY BLACKBERRY COMMERCE STORE), WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO BLACKBERRY COMMERCE OR A TELECOMMUNICATIONS CARRIER. IN NO EVENT SHALL BLACKBERRY COMMERCE HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO PAYMENTS DUE TO VENDOR BY ANY THIRD PARTY MOR. Telecommunications carriers shall be third party beneficiaries solely for the purposes of this Section 15 and Sections 3.6, 12(h), 12(j), 12(k), 12(m), and 14.

15.2 Limitation of Liability

IN NO EVENT SHALL ANY TELECOMMUNICATIONS CARRIER, OR BLACKBERRY COMMERCE (EXCEPT WITH RESPECT TO BLACKBERRY COMMERCE'S BREACH OF SECTIONS 9.3 OR 11 OR BLACKBERRY COMMERCE'S PAYMENT TO VENDOR OF THE PORTION OF THE SRP (AS DEFINED IN SCHEDULE 2) FOR EACH PAID OFFERING IN ACCORDANCE WITH SCHEDULE 2), BE LIABLE FOR ANY DAMAGES THAT EXCEED, IN THE AGGREGATE, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE BLACKBERRY PAYMENT SERVICE, BLACKBERRY COMMERCE STORES, BLACKBERRY WORLD, OR THE VENDOR PORTAL, THE SUM OF TWO HUNDRED AND FIFTY UNITED STATES DOLLARS (\$250.00).

15.3 Application of Limitations and Exclusions

The limitations, exclusions and disclaimers set out in this Agreement shall: (a) apply whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of this Agreement; (b) survive a fundamental breach or breaches or the failure of the essential purpose of this Agreement or of any remedy contained herein; and (c) apply to BlackBerry Commerce and its affiliates (which includes without limitation BlackBerry Limited) and to telecommunications carriers as well as BlackBerry Commerce's and its affiliates' directors, officers, employees, and independent contractors, and to any service providers and other parties involved in the provision of services (including, without limitation, services related to processing of payments) related to the subject matter of this Agreement ("**Related Service Providers**").

IN NO EVENT WILL BLACKBERRY COMMERCE'S OR ITS AFFILIATES' OFFICERS, DIRECTORS OR EMPLOYEES HAVE ANY PERSONAL LIABILITY UNDER OR IN RELATION TO THIS AGREEMENT. IN NO EVENT SHALL BLACKBERRY COMMERCE'S AGENTS, SUPPLIERS OR RELATED SERVICE PROVIDERS, OR ANY THIRD PARTY MOR, HAVE ANY LIABILITY WHATSOEVER ARISING FROM OR RELATING TO THIS AGREEMENT. FURTHER, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL APPLY TO BLACKBERRY COMMERCE'S AFFILIATES (WHICH INCLUDES WITHOUT LIMITATION BLACKBERRY LIMITED). THE PERSONS MENTIONED IN THIS PROVISION SHALL BE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT SOLELY FOR THE PURPOSES OF OBTAINING THE BENEFIT OF THIS PROVISION.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR WARRANTIES AND CONDITIONS. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY IF AND ONLY IF AND TO THE

EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRE LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

16. Term; Termination

16.1 Term

This Agreement shall become effective as provided in Section 3.1 and shall continue in full force and effect until the termination of this Agreement in accordance with the provisions herein (“**Term**”).

16.2 Termination

Vendor may terminate this Agreement for convenience at any time upon delivering to BlackBerry Commerce at least thirty (30) days’ prior written notice of its decision to do so. BlackBerry Commerce may terminate this Agreement for convenience by providing to Vendor at least ninety (90) days prior written notice of its decision to do so. If Vendor is in breach of this Agreement, BlackBerry Commerce may terminate this Agreement by delivering notice of its decision to do so, if Vendor has not cured the breach (or the breach is not capable of being cured) within thirty (30) days of BlackBerry Commerce delivering notice to Vendor of Vendor’s breach. In addition, BlackBerry Commerce may terminate this Agreement immediately: (a) if Vendor, or if Vendor has licensed the distribution rights for the Applications, the licensor(s) for those Applications, entered into an SDK Agreement with BlackBerry Commerce to develop the Application, as applicable, that is no longer in good standing; or (b) if BlackBerry Commerce is prevented by law or regulation from operating the BlackBerry Payment Service, any BlackBerry Commerce Store, BlackBerry World and/or the Vendor Portal or any component thereof or in BlackBerry Commerce’s opinion BlackBerry Commerce is or may become subject to liability as a result of operating the BlackBerry Payment Service, any BlackBerry Commerce Store, BlackBerry World, the Vendor Portal, using Vendor Marks or Offering Information, or this Agreement being in place. Where termination is effective immediately on the occurrence of an event, if BlackBerry Commerce does not provide Vendor with notice of such termination prior to the effective date of such termination, BlackBerry Commerce shall do so, by means of the Vendor Portal or otherwise, within a commercially reasonable period following the effective date of such termination.

16.3 Effect of Termination

In the event of any termination of this Agreement: (a) BlackBerry Commerce and all applicable third parties may continue to exercise the rights granted herein with respect to Offerings and Offering Information, and BlackBerry Commerce’s appointment as Vendor’s agent shall continue, for a reasonable period not to exceed thirty (30) days from any termination of this Agreement; (b) notwithstanding the foregoing, BlackBerry Commerce and all applicable third parties may continue to exercise the rights granted herein with respect to Applications for the purposes of the My World repository; (c) BlackBerry Commerce and all applicable third parties may continue to exercise the rights granted herein with respect to Vendor Marks for a reasonable period not to exceed ninety (90) days from any termination of this Agreement; (d) BlackBerry Commerce shall not be responsible for removing from the BlackBerry Commerce Stores or Vendor Portal any Vendor Marks or Offering Information Vendor has submitted to BlackBerry Commerce, by means of the Vendor Portal or otherwise; (e) subject to the foregoing, Vendor shall immediately remove from the BlackBerry Commerce Store, by means of the Vendor Portal, all Applications and Vendor Marks Vendor has submitted by means of the Vendor Portal; (f) Vendor shall promptly prevent any subsequent purchases of In-App Products through Applications using the BlackBerry Payment Service (except where BlackBerry Commerce indicates to Vendor that it is required to continue to make In-App Products available through copies of Applications acquired prior to the date of termination); and (g) if applicable, BlackBerry Commerce shall continue to pay to Vendor the portion of the SRP (as defined in Schedule 2) for each Paid Offering in accordance with Schedule 2.

16.4 Survival

The provisions contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance or termination of this Agreement. Without limiting the generality of the foregoing, the provisions of Sections 2, 3.2, 3.4, 3.6, 4.1, 4.2, 4.3, 5.1, 6, 9, 10, 12-15, 16.3, 17 and

this Section 16.4, Sections 1 and 2.2 of Schedule 1, and Sections 2 and 3 of Schedule 2 shall survive any termination of this Agreement.

17. General

17.1 Amendments

As this Agreement has no specified term, BlackBerry Commerce reserves the right to make changes to the provisions of this Agreement from time to time. In the event of any such revisions that are material in nature, BlackBerry Commerce will provide Vendor with written notice to the most recent address or email address provided by Vendor to BlackBerry Commerce by means of the Vendor Portal, and BlackBerry Commerce may provide notice of other revisions by posting the revised version of the Agreement on the Vendor Portal. Changes to this Agreement to reflect business practices or legal requirements, or changes in legal requirements, shall become effective as of the date BlackBerry Commerce provides notice of such changes to Vendor. All other changes to this Agreement shall become effective ninety (90) days after the date BlackBerry Commerce provides notice of such changes to Vendor.

17.2 Entire Agreement

This Agreement, including the attached Schedules, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior discussions, correspondence, understandings, agreements, or communication of any nature relating to the subject matter of this Agreement. Subject to Section 17.1, all changes to this Agreement must be made in writing and must be signed by both Parties.

17.3 Dispute Resolution; Governing Law

This Agreement is governed by and construed under the laws of the State of New York, excluding any body of law governing conflicts of law. Vendor irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and irrevocably consents and attorns to the non-exclusive jurisdiction of the courts located in the State of New York for any claims arising from or related to this Agreement. The Parties hereby waive all rights to a trial by jury in any matter arising out of or relating to this Agreement. No dispute between the Parties, or involving any person but Vendor, may be joined or combined together, without the prior written consent of BlackBerry Commerce.

17.4 Assignment

This Agreement may not be assigned by Vendor without BlackBerry Commerce's express prior written authorization, and any such assignment without BlackBerry Commerce's express prior written authorization shall be null and void and of no effect. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. BlackBerry Commerce may, without notice to Vendor, assign this Agreement. Further, BlackBerry Commerce may perform all obligations, if any, to be performed by BlackBerry Commerce under this Agreement directly or may have some or all obligations performed by its affiliates, agents and/or independent contractors.

17.5 Notice

If BlackBerry Commerce wishes to deliver notice to Vendor, except as expressly set out in this Agreement, it must do so in writing by using any of the addresses (postal or email) Vendor provides through the Vendor Portal, and must deliver the notice by courier or email to Vendor. Notice shall be effective and deemed delivered upon receipt provided that if any such notice fails to reach Vendor because the information provided on the Vendor Portal is not accurate or up to date, notice shall be deemed sufficiently delivered on the date it was sent. If Vendor wishes to give BlackBerry Commerce notice of any kind, Vendor must do so in writing and deliver it by courier which provides a written proof of delivery to BlackBerry Commerce, addressed to BlackBerry Limited's legal department at 2200 University Avenue East, Waterloo, Ontario, N2K 0A7, and notice shall be effective upon BlackBerry Commerce's receipt of same.

17.6 Relationship of Parties

Except as otherwise provided in this Agreement, this Agreement does not create any agency or partnership relationship between the Parties.

17.7 Severability

If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force.

17.8 Waiver

Neither 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.

17.9 Export

Vendor hereby represents, warrants and covenants to BlackBerry Commerce that Vendor has complied with all applicable laws and regulations (including obtaining all necessary classifications, permits, licenses, authorizations, approvals, and declarations (including all necessary export permits)) in relation to the development of the Applications and their distribution to and by BlackBerry Commerce and/or a third party BlackBerry Commerce designates. Vendor agrees to provide to BlackBerry Commerce through the Vendor Portal and other means, including but not limited to email, all requested export information applicable to any Application. The BlackBerry Commerce Stores are designed only to accept Applications that meet, among others, the following criteria: (1) designed for installation by end users without further substantial support by the Vendor; (2) generally available to the public by being sold online (including distribution for free or at zero value), without restriction; (3) intended for use by the general public; and (4) if applicable, any cryptographic functionality cannot be easily changed by the end user, and Vendor shall not submit Applications to the Vendor Portal which do not meet the aforementioned criteria. Applications with incomplete or inaccurate export information will not be made available through the BlackBerry Commerce Stores. In no event shall Vendor submit an Application which would require an MoR, BlackBerry Commerce and/or its service providers to obtain any export, import, use, supply and/or transfer permits needed to receive or enable the download of any Application. Vendor acknowledges and agrees that government regulations and laws may further restrict the availability of Applications regardless of the Carrier Networks and/or countries indicated by Vendor in the Vendor Portal or otherwise (as applicable), and that while BlackBerry Commerce has no responsibility to Vendor to determine the legality of distribution of Vendor's Applications in any particular country BlackBerry Commerce is in no way required to make any Application available contrary to BlackBerry Commerce's interpretation of these regulations and laws.

17.10 Remedies

No remedy herein conferred upon BlackBerry Commerce is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or available at law or in equity, but all such remedies shall be cumulative.

Updated December 2, 2014

SCHEDULE 1

Free Applications

1. Appointment of Agent

Vendor hereby appoints BlackBerry Limited, BlackBerry UK, and BlackBerry Corp each as agent (on a non-exclusive basis) respectively, for the marketing and distribution of Free Applications on Vendor's behalf.

Vendor and BlackBerry Commerce acknowledge and agree that their relationship pursuant to this Schedule 1 is that of principal and agent, respectively, and that Vendor, as principal, is solely responsible for all damages, losses, claims, costs, and other liabilities arising out of or relating to Free Applications or the use thereof. If BlackBerry Commerce or any BlackBerry Commerce affiliate is subject to a claim arising out of or relating to any Free Application BlackBerry Commerce may identify and disclose that BlackBerry Commerce is acting as the agent of Vendor together with Vendor's contact information and any other information required by law, regulation, statute or administrative order or notice. In the event of a claim, Vendor irrevocably waives any objection on the grounds of venue, forum non conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and irrevocably consents and attorns to the non-exclusive jurisdiction of the courts, administrative tribunal or other government authority located in the jurisdiction and associated with the claim.

As Vendor's agent BlackBerry Commerce is responsible for hosting and distribution of Free Applications by BlackBerry Commerce on behalf of Vendor. Notwithstanding any other provision of this Agreement, although BlackBerry Commerce is acting as Vendor's agent with respect to the marketing and distribution of Free Applications, Vendor is solely responsible for distribution and fulfillment of In-App Products to End Users as further specified in this Agreement.

2. Payment; Taxes

2.1 Payment

For greater clarity BlackBerry Commerce is entitled to the Secondary Revenue Fee for Free Applications but not any Commissions for Free Application Transactions.

2.2 Taxes

Vendor, and not BlackBerry Commerce, shall have sole responsibility to collect, remit, and report to the appropriate Taxation Authorities any applicable Taxes for Free Application Transactions.

The responsibilities of BlackBerry and Vendor for the collection, remittance and reporting of Taxes for BlackBerry Commerce MoR Transactions is set out in Exhibit B of Schedule 2.

3. Conflict

In the event of any conflict or discrepancy between the provisions of this Schedule 1 and the remainder of this Agreement the provisions of this Schedule 1 shall govern to the extent of such conflict or discrepancy.

SCHEDULE 2

Paid Offerings (BlackBerry Commerce MoR Transactions)

1. Definitions

- 1.1 “**Chargeback**” means the reversal of a previously completed payment associated with a Transaction initiated by an End User, financial institution (for example, acquiring or issuing bank), or payment processor (for example, credit card issuer).
- 1.2 “**Commission**” means thirty percent (30%) of the amounts payable by an End User for each Transaction, net of any Indirect Taxes that BlackBerry Commerce is responsible for collecting and remitting as set out in Exhibit B and further net of applicable fees (applicable fees are specified in the BlackBerry Commerce Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>).
- 1.3 “**Suggested Retail Price**” or “**SRP**” means the price Vendor specifies from time to time for Paid Applications by means of the Vendor Portal or as otherwise directed by BlackBerry Commerce.

2. Appointment of Agent; BlackBerry Commerce MoR Transactions

2.1 Appointment of Agent

Vendor hereby appoints BlackBerry Limited, BlackBerry UK, and BlackBerry Corp each as agent (on a non-exclusive basis) respectively, and in relation to certain countries listed in Exhibit A BlackBerry UK as undisclosed agent (on a non-exclusive basis), for the marketing, sale and distribution of Paid Applications and marketing and sale of In-App Products, in each case on Vendor’s behalf, for BlackBerry Commerce MoR Transactions with respect to End Users with billing addresses in the countries listed in Exhibit A, which Exhibit A may be modified from time to time by BlackBerry Commerce.

Vendor and BlackBerry Commerce acknowledge and agree that their relationship pursuant to this Schedule 2 is that of principal and agent, respectively, and that Vendor, as principal, is solely responsible for all damages, losses, claims, costs, and other liabilities arising out of or relating to Paid Offerings or the use thereof. If BlackBerry Commerce or any BlackBerry Commerce affiliate is subject to a claim arising out of or relating to any Paid Offering BlackBerry Commerce may identify and disclose that BlackBerry Commerce is acting as the undisclosed agent of Vendor together with Vendor’s contact information and any other information required by law, regulation, statute or administrative order or notice. In the event of a claim, Vendor irrevocably waives any objection on the grounds of venue, forum non conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and irrevocably consents and attorns to the non-exclusive jurisdiction of the courts, administrative tribunal or other government authority located in the jurisdiction and associated with the claim.

As Vendor’s agent BlackBerry Commerce is responsible for hosting and distribution of Paid Applications by BlackBerry Commerce on behalf of Vendor. Notwithstanding any other provision of this Agreement, although BlackBerry Commerce is acting as Vendor’s agent with respect to the marketing, sale and distribution of Paid Offerings, Vendor is solely responsible for distribution and fulfillment of In-App Products to End Users as further specified in this Agreement.

2.2 BlackBerry Commerce MoR Transactions

In conjunction with BlackBerry Commerce acting as MoR for BlackBerry Commerce MoR Transactions Vendor hereby authorizes BlackBerry Commerce to process Transactions and associated payments for Paid Offerings (including issuing invoices to End Users for Paid Offerings) for BlackBerry Commerce MoR Transactions.

3. Commissions; Payment; Returns; Refunds; Chargebacks; Taxes

3.1 SRP; Commissions

Vendor shall designate, at Vendor's sole discretion, through the Vendor Portal or as otherwise directed by BlackBerry Commerce a SRP for each Paid Offering, which Vendor may elect to change from time to time. The SRP may be designated in the amounts (*i.e.* tiers) and currencies indicated from time to time by BlackBerry Commerce as available, which vary based on factors that include the country associated with each Transaction. BlackBerry Commerce shall market each Paid Offering for the applicable SRP designated by Vendor. As Vendor's agent BlackBerry Commerce, and not Vendor, shall be responsible for collecting the SRP payable by End Users for Paid Applications.

In consideration for BlackBerry Commerce's services as an agent of Vendor with respect to BlackBerry Commerce MoR Transactions, the applicable BlackBerry Commerce entity (as determined in accordance with Exhibit A) shall be entitled to a Commission for each BlackBerry Commerce MoR Transaction. Such BlackBerry Commerce entity shall be entitled to a Commission without deduction of any kind except to the extent, if any, expressly set out in this Agreement.

Unless otherwise expressly specified in this Agreement, all amounts otherwise payable by Vendor to BlackBerry Commerce, including BlackBerry Commerce's Commission and Secondary Revenue Fee, are exclusive of Taxes. The amounts otherwise payable by Vendor to BlackBerry Commerce under or in relation to this Agreement shall be increased by the amount of any such Taxes.

Notwithstanding anything else contained in this Agreement, if any amounts (including without limitation any Taxes) are required to be withheld by Vendor from any amount otherwise payable by Vendor to or for the benefit of BlackBerry Commerce under this Agreement, Vendor shall: (a) pay an additional amount such that the net amount actually received by BlackBerry Commerce will, after such withholding (including withholding from any additional amount payable pursuant to this sentence), equal the full amount of the payment then due; and (b) pay, or cause to be paid, to the relevant Taxation Authority the full amount required to be withheld (including the full amount required to be withheld from any additional payment paid pursuant to this sentence) in accordance with applicable law. Vendor shall indemnify BlackBerry Commerce for any liability that BlackBerry Commerce incurs as a result of any failure by Vendor to make any withholdings and/or remit such withholdings to the relevant Taxation Authority as required by applicable law in respect of any amount payable by Vendor to BlackBerry Commerce under or in relation to this Agreement.

3.2 Payment

On receipt by BlackBerry Commerce of the full amount payable by an End User for a Paid Offering BlackBerry Commerce will remit to or credit Vendor, in accordance with this Section 3, the associated SRP less the Commission, any Indirect Taxes to be collected and remitted by BlackBerry Commerce as set out in Exhibit B (if included in the SRP), and any other applicable amounts such as transaction fees (for example, exchange rate fees, wire transfer fees, and other fees, which fees may be specified in the BlackBerry Commerce Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>). For clarity, Vendor shall be responsible for any Taxes arising in connection with any amounts payable under this Agreement, and the amount remitted or credited to Vendor in accordance with this Section 3 shall be inclusive of such Taxes. Within forty-five (45) days following the end of each calendar month: (a) BlackBerry Commerce will make available to Vendor a report (in a format determined by BlackBerry Commerce) that will specify, at a minimum, each Transaction for Paid Offerings that occurred during the immediately preceding month, the Commission associated with each such Transaction (and the cumulative Commission for all Transactions that occurred during the immediately preceding month), and the amount to be remitted and/or credited to Vendor for each such Transaction (and the cumulative amount to be remitted and/or credited to Vendor for all Transactions that occurred during the immediately preceding month); and (b) BlackBerry Commerce will remit and/or credit Vendor the amounts for Transactions that occurred during the immediately preceding month to which Vendor is entitled pursuant to this Section 3, which amounts for greater clarity shall be net of refunds, Chargebacks, applicable Taxes and Withholding Taxes, and other amounts specified in this Agreement and in the BlackBerry Commerce Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>. Notwithstanding the foregoing, BlackBerry Commerce shall be entitled to a Commission if BlackBerry Commerce does not receive any of the amount, or only part of the amount, payable by an End User for a Paid Offering.

Notwithstanding anything else contained in this Agreement, if any amounts (including without limitation any Taxes) are required to be withheld by BlackBerry Commerce from any amount payable by BlackBerry Commerce to or for the benefit of Vendor under this Agreement, BlackBerry Commerce shall: (a) be entitled to withhold and deduct such amounts from any payments owing to Vendor under this Agreement; (b) pay, or cause to be paid, to the relevant Taxation Authority the amount of such withholdings in accordance with applicable law; and (c) pay to Vendor the amounts determined by BlackBerry Commerce to be owing to Vendor under this Agreement net of such applicable withholdings. For greater certainty, any amount so withheld or deducted by BlackBerry Commerce shall discharge BlackBerry Commerce's obligation to pay such amount to Vendor provided that BlackBerry Commerce has remitted, or caused to be remitted, such amount to the relevant Taxation Authority. Upon Vendor's written request, BlackBerry Commerce shall make reasonable efforts to deliver to Vendor acceptable documentation evidencing the payment and remittance to the relevant Taxation Authority of the amounts withheld by BlackBerry Commerce. Notwithstanding anything else contained herein, if BlackBerry Commerce should determine or a Taxation Authority should assert (whether or not such claim is or may be contested) that BlackBerry Commerce failed to withhold any amount required to be withheld from amounts previously paid by BlackBerry Commerce to or for the benefit of Vendor (such an amount referred to herein as a "Make-Whole Amount"), Vendor shall within thirty (30) days of the date of a written demand from BlackBerry Commerce, pay such Make-Whole Amount to BlackBerry Commerce (including for greater certainty where BlackBerry Commerce has already remitted such amount to the relevant Taxation Authority) or remit such Make-Whole Amount directly to the relevant Taxation Authority on BlackBerry Commerce's behalf, as BlackBerry Commerce may direct. In addition to any other rights that BlackBerry Commerce may have, BlackBerry Commerce shall also be entitled to deduct and withhold an amount equal to any such Make-Whole Amount from any amounts then payable or that become payable by BlackBerry Commerce to Vendor under this Agreement (in addition to any other amounts that BlackBerry Commerce is entitled to deduct and withhold from such payments). Any Make-Whole Amount so withheld or deducted by BlackBerry Commerce shall discharge BlackBerry Commerce's obligation to pay such amount to Vendor provided that BlackBerry Commerce has remitted, or caused to be remitted, such Make-Whole Amount to the relevant Taxation Authority.

BlackBerry Commerce may determine to hold back all or a portion of any amounts payable by BlackBerry Commerce to Vendor if BlackBerry Commerce has a reasonable basis to believe that it will likely be necessary to cover future refunds, Chargebacks or other liabilities. BlackBerry Commerce may also hold back all or a portion of any amounts payable by BlackBerry Commerce to Vendor if BlackBerry Commerce believes that the amounts represent fraudulent transactions or involve other kinds of illegal activities. BlackBerry Commerce will only hold back those amounts which BlackBerry Commerce determines are reasonable under the circumstances. BlackBerry Commerce will notify Vendor if and how much BlackBerry is or intends to hold back. BlackBerry Commerce will keep any held back amounts only for a reasonable time as determined in BlackBerry Commerce's sole discretion, and will promptly pay to Vendor any remaining held back amounts after that reasonable time has passed. Regardless of any hold back BlackBerry Commerce may retain, Vendor agrees to pay BlackBerry Commerce, upon demand, for any shortfall owed to BlackBerry Commerce due to refunds, Chargebacks, fraud, or other fees if they cannot be offset by BlackBerry Commerce within ninety (90) days of the date BlackBerry Commerce first seeks to offset such amounts. If BlackBerry actually retains (or sets off) any of the funds BlackBerry Commerce has held back against amounts due to Vendor, BlackBerry Commerce will do so in a manner that BlackBerry Commerce believes fairly reflects Vendor's liability owed to BlackBerry Commerce, and BlackBerry Commerce will note the set off and provide Vendor with an explanation of the set off.

Any and all amounts payable by BlackBerry Commerce to Vendor under this Agreement will be paid to Vendor in the currency or currencies indicated in the Vendor Portal or otherwise by BlackBerry Commerce (such as in the BlackBerry Commerce Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq> from time to time (as of January 1, 2012 the only payment currency available to Vendor is United States Dollars (USD)), will be made by via PayPal (or such other method as may be directed by BlackBerry Commerce from time to time), and are subject to minimum thresholds (as indicated by BlackBerry Commerce from time to time). If the SRP obtained by BlackBerry Commerce for a BlackBerry Commerce MoR Transaction is in a currency other than the currencies in which BlackBerry Commerce remits payment to vendors (as of January 1, 2012 the only payment currency available to vendors is United States Dollars (USD)), the SRP obtained by BlackBerry Commerce shall be converted to an appropriate vendor remittance currency at an exchange rate provided by BlackBerry Commerce from time to time, and any currency exchange rate fees shall be deducted from the portion of the SRP payable by BlackBerry Commerce to Vendor.

3.3 Returns; Refunds

BlackBerry Commerce shall have control over setting and applying the returns and cancellations policy applicable to Paid Offerings sold or licensed (as applicable) by means of BlackBerry Commerce MoR Transactions. If BlackBerry Commerce, at its option, provides a right of return or cancellation for Paid Offerings sold or licensed (as applicable) by means of BlackBerry Commerce MoR Transactions, and BlackBerry Commerce accepts the return or cancellation (as applicable) of such Paid Offerings in accordance with such right of return or cancellation, Vendor shall also accept the return of such Paid Offerings, and shall refund the amount paid to Vendor by BlackBerry Commerce in relation to such Paid Offering to BlackBerry Commerce, at BlackBerry Commerce's option, either by paying this amount to BlackBerry Commerce or by way of BlackBerry Commerce setting off this amount against other amounts otherwise owed to Vendor. Vendor shall promptly (but in any event in no greater than twenty-four (24) hours) process any cancellation or non-renewal of a Subscription once Vendor has been notified of such cancellation or non-renewal. Vendor further agrees and acknowledges that BlackBerry Commerce will treat any non-fraudulent Chargeback or other non-fraudulent End User, financial institution (for example, acquiring or issuing bank), or payment processor (for example, credit card issuer) initiated reversal of a previously completed payment as a validly accepted return and a refund validly provided by BlackBerry Commerce.

3.4 Chargebacks

A Chargeback may be invoked under the rules of, among others, the applicable financial institution, payment processor and/or credit card association for such reasons as fraud or suspected fraud, End User complaint, or other reasons determined at the sole discretion of the applicable financial institution, payment processor and/or credit card association. BlackBerry Commerce does not exercise control as to whether or how the applicable financial institution, payment processor and/or credit card association will interpret or apply their rules or rights concerning Chargebacks.

For each Chargeback or other payment reversal in relation to Paid Offerings sold or licensed (as applicable) by means of BlackBerry Commerce MoR Transactions, Vendor agrees that BlackBerry Commerce shall be permitted to set off the amount of such Chargebacks and payment reversals (including BlackBerry Commerce's Commission and fees charged by payment processors and other third parties for the applicable Transactions associated with the Chargebacks and payment reversals (as further defined in the BlackBerry Commerce Guidelines and/or BlackBerry Commerce Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>)) against amounts due to Vendor from BlackBerry Commerce, or for BlackBerry Commerce to invoice Vendor for such amounts if BlackBerry Commerce is unable to set off such amounts. Further, if fulfillment of a Paid Offering sold or licensed (as applicable) by means of a BlackBerry Commerce MoR Transaction has been completed on receipt of a valid payment authorization, but is subsequently rejected or cancelled prior to settlement, it will not be treated as completed for the purposes of calculating payments due to Vendor.

3.5 Taxes

In addition to the other provisions of this Agreement relating to taxes, the responsibilities of BlackBerry and Vendor for the collection, remittance and reporting of Taxes for BlackBerry Commerce MoR Transactions is set out in Exhibit B. If BlackBerry Commerce collects any amounts corresponding to the SRP for any Paid Offerings before Vendor has provided BlackBerry Commerce with any tax documentation required under this Agreement, BlackBerry Commerce will not remit those portions of the SRP otherwise payable to Vendor under this Agreement, but will hold those amounts in trust for Vendor, until such time as Vendor has provided BlackBerry Commerce with the required tax documentation. Upon receipt of all required tax documents from Vendor, BlackBerry Commerce will remit to Vendor any amounts held in trust by BlackBerry Commerce for Vendor, without interest, in accordance with Section 3.2 of this Schedule 2.

4. Conflict

In the event of any conflict or discrepancy between the provisions of this Schedule 2 and the remainder of this Agreement the provisions of this Schedule 2 shall govern to the extent of such conflict or discrepancy.

EXHIBIT A

Agent/Undisclosed Agent Appointed Countries (BlackBerry Commerce MoR Transactions)

1. Agent Appointed Countries

1.1 BlackBerry Limited

Vendor's appointment of BlackBerry Limited as Vendor's agent for Paid Applications and In-App Products for BlackBerry Commerce MoR Transactions (pursuant to Section 2.1 of Schedule 2) applies with respect to End Users with billing addresses in Canada.

1.2 BlackBerry Corp

Vendor's appointment of BlackBerry Corp as Vendor's agent for Paid Applications and In-App Products for BlackBerry Commerce MoR Transactions (pursuant to Section 2.1 of Schedule 2) applies with respect to End Users with billing addresses in the United States (including Guam, Puerto Rico and U.S. Virgin Islands).

1.3 BlackBerry UK

Vendor's appointment of BlackBerry UK as Vendor's agent for Paid Applications and In-App Products for BlackBerry Commerce MoR Transactions (pursuant to Section 2.1 of Schedule 2) applies with respect to End Users with billing addresses in the following countries:

Afghanistan	Colombia	Isle of Man
Albania	Congo, Democratic Republic of	Israel
Algeria	Congo, Republic of (Congo- Brazzaville)	Ivory Coast
Armenia	Costa Rica	Jamaica
Anguilla	Croatia	Japan
Antigua and Barbuda	Curaçao	Jersey
Argentina	Dominica	Jordan
Aruba	Dominican Republic	Kazakhstan
Australia	Ecuador	Kenya
Azerbaijan	Egypt	Kuwait
Bahamas, The	El Salvador	Lebanon
Bahrain	Equatorial Guinea	Lesotho
Bangladesh	Faroe Islands	Macedonia
Barbados	Fiji	Madagascar
Belize	French Guiana	Malawi
Benin	Gabon	Malaysia
Bermuda	Georgia	Mali
Bolivia	Ghana	Martinique
Bonaire	Gibraltar	Mauritania
Bosnia and Herzegovina	Grenada	Mauritius
Botswana	Guadeloupe	Mexico
Brazil	Guatemala	Monaco
Brunei	Guernsey	Mongolia
Burkina Faso	Guinea Bissau	Montenegro
Cambodia	Guinea, Republic of (Conakry)	Montserrat
Cameroon	Guyana	Morocco
Cayman Islands	Haiti	Mozambique
Central African Republic	Honduras	Namibia
Chad	Iceland	New Zealand
Chile	India	Nicaragua
China (including Hong Kong SAR and Macau SAR)	Indonesia	Niger
		Nigeria

Norway	Saint Vincent and the	Tanzania
Oman	Grenadines	Thailand
Pakistan	Samoa	Togo
Panama	Saudi Arabia	Tonga
Papua New Guinea	Senegal	Trinidad and Tobago
Paraguay	Serbia	Tunisia
Peru	Seychelles	Turkey
Philippines	Singapore	Turks and Caicos Islands
Qatar	Sint Eustatius	Uganda
Réunion	Sint Maarten	Ukraine
Russia	South Africa	United Arab Emirates
Rwanda	South Korea	Uruguay
Saba	Sri Lanka	Vanuatu
Saint Kitts and Nevis	Suriname	Venezuela
Saint Lucia	Swaziland	Vietnam
Saint Martin	Switzerland	Virgin Islands, British
	Taiwan	Zambia

2. Undisclosed Agent Appointed Countries

2.1 BlackBerry UK

Vendor's appointment of BlackBerry UK as Vendor's undisclosed agent (as provided by Article 28 of the EC Principal VAT Directive 2006/112/EC) for Paid Applications and In-App Products for BlackBerry Commerce MoR Transactions (pursuant to Section 2.1 of Schedule 2) applies with respect to End Users with billing addresses in the following countries:

Austria	Greece	Romania
Belgium	Hungary	Slovakia
Bulgaria	Ireland	Slovenia
Cyprus	Italy	Spain
Czech Republic	Latvia	Sweden
Denmark	Lithuania	United Kingdom (not including
Estonia	Luxembourg	Anguilla, Bermuda, British
Finland	Malta	Virgin Islands, Cayman Islands,
France (not including French	Netherlands (not including	Guernsey, Gibraltar, Isle of
Guiana, Guadeloupe,	Aruba, Bonaire, Curaçao, Saba,	Man, Jersey, Montserrat and
Martinique, Réunion, and Saint	Sint Eustatius and Sint Maarten)	Turks and Caicos)
Martin)	Poland	
Germany	Portugal	

The Parties acknowledge that in respect of BlackBerry Commerce MoR Transactions with End Users with billing addresses in the above noted countries, while BlackBerry UK will solely be facilitating the supply of Paid Offerings by the Vendor to the End Users by providing the Vendor with sales, marketing and distribution services, including making available to the Vendor the BlackBerry Payment Services; for VAT purposes:

- BlackBerry UK will be treated as making the supplies of Paid Offerings to the End Users;
- BlackBerry UK will issue to the End Users, in BlackBerry UK's own name, all required VAT documentation relating to such supplies; and
- Vendor will be treated as making corresponding supplies of the Paid Offerings to BlackBerry UK and, pursuant to Article 28 of the EC Principal VAT Directive 2006/112/EC as implemented in the UK by Section 47[4] of the VAT Act 1994 (superseding Section 47[3] of the VAT Act 1994 with effect from January 2015), BlackBerry UK will account for United Kingdom VAT in respect of such deemed supplies in accordance with Article 44 of the Principal VAT Directive 2006/112/EC.

EXHIBIT B

Taxes (BlackBerry Commerce MoR Transactions)

Vendor has the primary responsibility to collect and remit all Indirect Taxes for all Paid Application and In-App Product Transactions to the appropriate Taxation Authorities.

1. BlackBerry Commerce Countries

Notwithstanding the foregoing, but subject to the remainder of this Exhibit B, the BlackBerry Commerce entity appointed as Vendor's agent or undisclosed agent, as the case may be, for a country listed below shall collect, remit, and report to the appropriate Taxation Authorities Indirect Taxes for BlackBerry Commerce MoR Transactions with respect to End Users with billing addresses in the following countries.

Austria	Greece	Slovakia
Belgium	Hungary	Slovenia
Bulgaria	Ireland	Spain
Canada	Italy	Sweden
Cyprus	Latvia	United Kingdom (not including
Czech Republic	Lithuania	Anguilla, Bermuda, British
Denmark	Luxembourg	Virgin Islands, Cayman Islands,
Estonia	Malta	Guernsey, Gibraltar, Isle of
Finland	Netherlands (not including	Man, Jersey, Montserrat and
France (not including French	Aruba, Bonaire, Curaçao, Saba,	Turks and Caicos)
Guiana, Guadeloupe,	Sint Eustatius and Sint Maarten)	United States (including Guam,
Martinique, Réunion, and Saint	Poland	Puerto Rico and U.S. Virgin
Martin)	Portugal	Islands)
Germany	Romania	

Vendor acknowledges and agrees that notwithstanding the foregoing BlackBerry Commerce will not collect, remit, or report provincial sales tax (PST) for Transactions with respect to End Users with billing addresses in Saskatchewan, Manitoba, Prince Edward Island, or any other Canadian province that has or adopts a PST.

2. Vendor Countries

Vendor, and not BlackBerry Commerce, shall have sole responsibility to collect, remit, and report to the appropriate Taxation Authorities Taxes for BlackBerry Commerce MoR Transactions with respect to End Users with billing addresses in the following countries.

Afghanistan	Bolivia	Congo, Republic of (Congo-
Albania	Bonaire	Brazzaville)
Algeria	Bosnia and Herzegovina	Costa Rica
Anguilla	Botswana	Croatia
Antigua and Barbuda	Brazil	Curaçao
Argentina	Brunei	Dominica
Armenia	Burkina Faso	Dominican Republic
Aruba	Cambodia	Ecuador
Australia	Cameroon	Egypt
Azerbaijan	Cayman Islands	El Salvador
Bahamas, The	Central African Republic	Equatorial Guinea
Bahrain	Chad	Faroe Islands
Bangladesh	Chile	Fiji
Barbados	China (including Hong Kong	French Guiana
Belize	SAR and Macau SAR)	Gabon
Benin	Colombia	Georgia
Bermuda	Congo, Democratic Republic of	Ghana

Gibraltar	Mauritius	Saudi Arabia
Grenada	Mexico	Senegal
Guadeloupe	Monaco	Serbia
Guatemala	Mongolia	Seychelles
Guernsey	Montenegro	Singapore
Guinea Bissau	Montserrat	Sint Eustatius
Guinea, Republic of (Conakry)	Morocco	Sint Maarten
Guyana	Mozambique	South Africa
Haiti	Namibia	South Korea
Honduras	New Zealand	Sri Lanka
Iceland	Nicaragua	Suriname
India	Niger	Swaziland
Indonesia	Nigeria	Switzerland
Isle of Man	Norway	Taiwan
Israel	Oman	Tanzania
Ivory Coast	Pakistan	Thailand
Jamaica	Panama	Togo
Japan	Papua New Guinea	Tonga
Jersey	Paraguay	Trinidad and Tobago
Jordan	Peru	Tunisia
Kazakhstan	Philippines	Turkey
Kenya	Qatar	Turks and Caicos Islands
Kuwait	Réunion	Uganda
Lebanon	Russia	Ukraine
Lesotho	Rwanda	United Arab Emirates
Macedonia	Saba	Uruguay
Madagascar	Saint Kitts and Nevis	Vanuatu
Malawi	Saint Lucia	Venezuela
Malaysia	Saint Martin	Vietnam
Mali	Saint Vincent and the	Virgin Islands, British
Martinique	Grenadines	Zambia
Mauritania	Samoa	

3. Canada Taxes

The following shall apply with respect to BlackBerry Commerce MoR Transactions for End Users with billing addresses in Canada:

3.1 GST; HST

Terms defined in the Excise Tax Act (Canada) (“**ETA**”) have the same meaning when used herein. BlackBerry Commerce Inc. is registered for GST/HST purposes with GST/HST registration number 82871 0715 RT0001.

If Vendor is a resident of Canada or a non-resident of Canada that is required to register for GST/HST purposes pursuant to the ETA, BlackBerry Commerce will assume Vendor is required to be registered for GST/HST or have submitted an application to register for GST/HST to the Canada Revenue Agency (CRA) with an effective GST/HST registration date of no later than the effective date of this Agreement. Vendor shall provide BlackBerry Commerce Vendor’s GST/HST registration number through the Vendor Portal. Vendor shall notify BlackBerry Commerce if Vendor ceases to be registered for GST/HST.

On the effective date of this Agreement if Vendor is registered for GST/HST purposes, Vendor: (a) agrees to jointly enter into the election pursuant to subsection 177(1.1) of the ETA to have BlackBerry Limited collect, account for, remit and report GST/HST on sales of Paid Offerings made to End Users with billing addresses in Canada, until the termination of this Agreement; (b) acknowledges that Vendor and BlackBerry Limited are jointly and severally, or solidarily, liable for certain GST/HST obligations as noted on Form GST506, until the termination of this Agreement; and (c) acknowledges that BlackBerry Limited will not charge, collect or remit GST/HST on sales of

Paid Offerings made to End Users that are non residents of Canada on the assumption that the non resident End Users are not registered for GST/HST purposes and are located outside Canada at the time of purchase such that the sales are zero-rated for GST/HST purposes (*i.e.* GST/HST rate is 0%).

3.2 QST

Terms defined in an Act respecting the Quebec Sales Tax (“QSTA”) have the same meaning when used herein.

If Vendor is a resident of Quebec or a non-resident of Quebec that is required to register for Quebec Sales Tax (“QST”) pursuant to the QSTA, BlackBerry Commerce will assume Vendor must be registered for QST or have submitted an application to register for QST to the Ministère du Revenu du Québec (“MRQ”) with an effective QST registration date no later than the effective date of this Agreement. Vendor shall provide BlackBerry Limited Vendor’s QST registration number through the Vendor Portal. Vendor shall notify BlackBerry Limited if Vendor ceases to be registered for QST.

On the effective date of this Agreement, if Vendor is registered for QST purposes, Vendor: (a) agrees to jointly enter into the election pursuant to section 41.0.1 of the QSTA to have BlackBerry Limited collect, account for and remit QST on sales of Paid Offerings made to End Users with billing addresses in Quebec, until the termination of this Agreement; (b) acknowledges that Vendor and BlackBerry Limited are jointly and severally liable for certain QST obligations as noted on Form FP2506-V, until the termination of this Agreement; and (c) acknowledges that BlackBerry Limited will not charge, collect or remit QST on sales of Paid Offerings to End Users that are non residents of Quebec on the assumption that the Quebec non resident End Users are not registered for QST purposes and are located outside Quebec at the time of purchase such that the sales are zero-rated for QST purposes (*i.e.* QST rate is 0%).

3.3 Other

If Vendor is not a resident of Canada for Canadian federal income tax purposes, Vendor will complete CRA Form NR301 or NR302 or NR303 and provide BlackBerry Limited with a copy of such completed form, and any other information necessary for compliance with applicable tax laws and regulations, as instructed on the Vendor Portal.

4. United States Taxes

The following shall apply with respect to BlackBerry Commerce MoR Transactions for End Users with billing addresses in the United States:

If Vendor is not a resident of the United States for U.S. federal income tax purposes, Vendor will complete Internal Revenue Service Form W-8BEN or W-8ECI and any other required tax forms and provide BlackBerry Corp with a copy of such completed form(s), and any other information necessary for compliance with applicable tax laws and regulations, as instructed on the Vendor Portal.

If Vendor is a resident of the United States for U.S. federal income tax purposes, Vendor will complete Internal Revenue Service Form W-9 (including a valid tax identification number) and any other required tax forms and provide BlackBerry Corp with a copy of such completed form(s), and any other information necessary for compliance with applicable tax laws and regulations, as instructed on the Vendor Portal.

If BlackBerry Corp, in its reasonable belief, determines that any U.S. state or local sales, use or similar transaction tax may be due from BlackBerry Corp or Vendor in connection with the sale or delivery of any Paid Offerings, BlackBerry Corp will collect, remit, and report those taxes to the appropriate Taxation Authorities. To the extent that the incidence of any such tax, or responsibility for collection that tax, falls upon Vendor, Vendor authorizes BlackBerry Corp. to act on Vendor’s behalf in collection and remitting that tax.

5. United Kingdom Taxes

If Vendor is a resident of the European Union, Vendor shall provide BlackBerry UK Vendor's country of residency, country of registration for VAT purposes, VAT registration number and any other information necessary for compliance with applicable tax laws and regulations, as instructed on the Vendor Portal. Vendor shall notify BlackBerry UK if Vendor ceases to be registered for VAT.

If Vendor is registered for VAT in the United Kingdom, Vendor agrees that:

(a) BlackBerry Commerce will:

- (i) issue self-billed invoices for all supplies made to BlackBerry Commerce by Vendor;
- (ii) complete self-billed invoices with all details which constitute a full VAT invoice;
- (iii) make a new self-billing agreement if Vendor's VAT registered number changes;
- (iv) inform Vendor if the issue of self-billed invoices will be outsourced to a third party; and

(b) Vendor will:

- (i) accept invoices raised by BlackBerry Commerce on Vendor's behalf;
- (ii) not raise sales invoices for the BlackBerry Commerce MoR Transactions; and
- (iii) notify BlackBerry Commerce immediately if Vendor's VAT details and or status changes including for the avoidance of doubt if Vendor sells Vendor's business or any part thereof.

If Vendor does not object in writing to the self-billed invoices issued by BlackBerry Commerce to Vendor within thirty (30) calendar days of a given date from which the self-billed invoice is issued, Vendor shall be deemed to have acknowledged the correctness of that invoice or amount and to have waived its right to dispute that invoice or amount.