

**AMENDMENT TO
BLACKBERRY SDK LICENSE AGREEMENT AND
BLACKBERRY APP WORLD VENDOR AGREEMENT
FOR USE BY U.S. GENERAL SERVICES ADMINISTRATION**

This amendment ("Amendment") to the BlackBerry SDK License Agreement ("License Agreement") found at http://na.blackberry.com/eng/legal/SDKLA_english.pdf and the BlackBerry App World Vendor Agreement ("Vendor Agreement") found at http://na.blackberry.com/eng/legal/BlackBerry_App_World_Vendor_Agreement_cl_EN.pdf (both documents collectively referred to as the "RIM Agreements") is entered into on June 28, 2010 ("Amendment Effective Date") by the U.S. General Services Administration ("GSA" or "Agency") and Research In Motion Limited ("RIM") (Agency and RIM together, the "Parties").

BACKGROUND

The Agency wishes to develop certain RIM-compatible mobile applications and place them on BlackBerry App World where they will be available, for free, to the public. The Parties recognize that GSA, as a United States Government entity, is required to follow applicable federal laws and regulations that govern its agreements with other parties. Such laws and regulations include those related to indemnification, fiscal law, advertising and endorsements, freedom of information, accessibility, privacy, security, records retention, governing law and dispute resolution forum. The Parties agree that modifications to the RIM Agreements are appropriate to accommodate Agency's legal status and public mission.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreements.

TERMS

1. **Precedence:** If there is any conflict between this Amendment and either or both of the RIM Agreements, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties.
2. **Government entity:** "You" and "Vendor" within the RIM Agreements shall mean the Agency itself and shall not apply to, or bind individuals who work on Agency's behalf.
3. **Public purpose:** Agency apps are intended to serve a distinct and important social utility. They are created with public funds and are disseminated without charge ("Free Applications"). They are designed not as commercial ventures but to satisfy a public purpose.
4. **Additional changes to RIM Agreements:** RIM may modify the RIM Agreements occasionally. As applied to GSA, the changes will not apply retroactively and will become

effective no sooner than the time periods specified in the RIM Agreements. If RIM modifies the RIM Agreement(s), GSA may terminate this Amendment immediately.

5. **Indemnification:** The Parties recognize that GSA, as a United States Government entity, is required to follow applicable federal laws and regulations that govern its relations with other parties; among those laws are those related to indemnification and fiscal law, including the Antideficiency Act, 31 U.S.C. 1341(a)(1)(A). Accordingly, all indemnification and liability provisions of the RIM Agreements are hereby waived, except to the extent expressly authorized by law. In lieu of those provisions, liability, damages, demands, complaints, and disputes related to the RIM Agreements shall be determined under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401-2401, 2671-2671, 2674-2680), the Tucker Act (28 U.S.C. 1346(a) and 1491), the Contract Disputes Act (41 U.S.C. 601-613), or other applicable governing authority, under which the U.S. Government has waived its sovereign immunity. In addition, the Parties agree to the following:
 - (a) To the extent that a third party claim is brought against RIM which arises from the Agency's Applications or the use thereof, RIM is free to implead Agency in any related proceedings, whether pursuant to the Federal Rules of Civil Procedure or otherwise.
 - (b) To the extent that a third party claim is brought against RIM which arises from the Agency's Applications or the use thereof, Agency agrees that although the laws above do not permit Agency to agree to an indemnity covering the duration of this Agreement, the Parties will enter into good faith discussions as to whether and how Agency could provide any then available protections to RIM.
 - (c) If RIM and Agency are both named as defendants in a third party claim, either initially or through the process of impleading, Agency, working through the U.S. Department of Justice, will enter into a joint defense agreement with RIM.
 - (d) The Parties agree to work cooperatively and in good faith to resolve disputes that may arise, including those involving third parties.
6. **Governing law:** Paragraph 24(d) of the License Agreement and paragraph 18.4 of the Vendor Agreement is deleted in their entirety. This Amendment will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the State of New York (excluding New York's choice of law rules) will apply in the absence of applicable federal law. Non-binding alternative disputes resolution processes may be used by the Parties by mutual consent.
7. **Uploading, deleting:** The Parties understand and agree that GSA is not obligated to offer applications for placement on BlackBerry App World and there may be times when no Agency applications appear there.
8. **No endorsement:** RIM agrees that Agency's seals, trademarks, logos, icons, screenshots, Application name, Agency name and any other marks provided by GSA to RIM ("Vendor

Marks”), or the fact that Agency utilizes the services, shall not be used by RIM to imply the Agency’s endorsement, sponsorship or affiliation with RIM.

9. **No business relationship created:** The Parties are independent entities and nothing in this Amendment or the RIM Agreements creates an agency, partnership or joint venture.
10. **No revenue sharing between the Parties nor costs to the public:** Agency will offer applications for placement on BlackBerry App World not as a vendor nor as a commercial enterprise, but free of charge to the public. Agency will sponsor no Paid Applications and there will be no Application Revenue Fee (no revenue sharing between the Parties) as otherwise described in Section 5 of the Vendor Agreement. Agency understands that in connection with Agency's account, RIM charges a registration fee, the Administration Service Fee, to activate the account, and an app submission fee for each application Agency decides to submit to the BlackBerry App World storefront
11. **Future fee based arrangements:** RIM may in the future offer and charge for premium and enterprise services for a fee. Before deciding to enter into a premium or enterprise arrangement, or any other fee-based service, or pay any charge, GSA agrees to determine whether it has a need for the services, to consider their value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Amendment and the RIM Agreements for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.
12. **Public availability of this Amendment:** The Parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public upon request, and to other agencies interested in developing and placing applications on BlackBerry App World.
13. **Application Availability:** RIM understands Agency Applications may generate significant interest and usage by citizens. For many of these public service Applications, continuity of availability is essential. While paragraph 2.5 of the Vendor Agreement would otherwise allow RIM unilaterally to suspend the availability of an Application, RIM agrees, to the extent reasonably practicable, to give GSA advance notice and a reasonable opportunity to cure any breach or failure on GSA's part.
14. **Termination rights:** Provisions in the RIM Agreements allowing RIM to terminate the agreements at any time, for any reason, are modified to reflect the Parties' agreement that the RIM Agreements may be terminated and/or the Agency's application(s) removed from public accessibility, only for good cause. “Good cause” includes but is not limited to RIM’s decision to cease providing Blackberry App World generally; termination of services to Agency based on RIM's policy decisions affecting Agency on a non-discriminatory individual basis; termination of services to Agency for financial or technical reasons; or RIM's need to protect itself from third party liability. The first sentence of paragraph 13 of the License Agreement is modified to indicate Agency agrees that RIM *has a right to pursue*

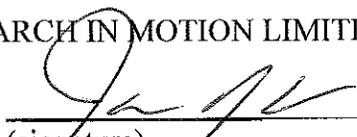
a temporary or permanent injunction against any breach or threatened breach of the License Agreement.

- 15. **Use of SDK:** Paragraph 7(f) of the License Agreement is modified to allow RIM with *reasonable access under mutually agreeable conditions* to the premises and computers where the SDK is or has been used, since the affected location(s) and computers may be government property at a governmental facility whose security and operational needs must be respected.

Except as expressly set forth herein, the RIM Agreements will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

RESEARCH IN MOTION LIMITED

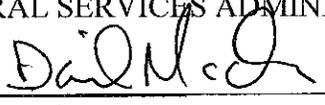
By: 
(signature)

Printed Name: James Yersh

Title: VP- Controller

Date: 08/11/10

U.S. GENERAL SERVICES ADMINISTRATION:

By: 
(signature)

Name: David L. McClure, PhD.

Title: Associate Administrator,
Citizen Services and Innovative
Technologies

Date: 08/18/10

LEGAL OK

Aug. 04. 2010

YK per BA/SD