

Contract Analysis

Assignment: RIME - Store

Vendor Agreement

MRKT 4160, New Business Development

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Intro

The RIME store vendor agreement is a 27 page agreement between RIME (the online application distribution format of Blackberry, formally RIM), and designers of applications (APPS), which are sold through an online distribution center provided by RIME for Blackberry cell phone users. The agreement outlines what APP designers and distributors must agree to and provides RIME with in order to have the right to distribute their APPs through the RIME portal. Included in this report are five of the most important aspects of the agreement.

4.6 Geographic Restrictions

RIME requires that anyone distributing an app through their app store must have rights to distribute the app globally, due to the international nature of their business. If they do not have the rights to distribute globally, then the Vendor must make it so that users from countries where they do not have the right to distribute to are not able to download the app. This clause protects RIME from any potential lawsuits, and puts the responsibility on the APP designer or distributor to ensure they have adequate rights to distribute the APP global, or find a way of restricting the purchase of APPs in certain countries.

The clause outlines to APP developers that RIME is a global business, and that entering an agreement with RIME requires the APP developer/distributor to have proper licensing of the APP throughout the world.

9.3 Reverse Engineering

RIME is not allowed to modify an application without written consent from the Vendor, and may not reverse engineer, disassemble, or decompile any Application per the vendor agreement. This portion of the contract protects the vendor when entering a vendor agreement with RIME. It is a very important portion of the contract with RIME as it shows vendors that the APPs they have worked hard on will be safe when entering business with RIME. It is also importing for RIME to include a reverse engineering clause in their vendor contracts to attract app vendors into conducting business with RIME.

If RIME did not include a Reverse Engineering clause in their vendor agreement, some APP designers and distributors would refuse to do business with RIME, causing RIME potential business. With the global nature of APPs, and the sensitivity of intellectual property, it is vital for businesses such as RIME to have such clauses in their vendor agreements. The clause would also provide the APP developer with information showing that the nature of the agreement did not allow for reverse engineering of any kind, and could be used in a court of law situation if need be, by the developer.

4.5 Vendor Fulfillment

RIME requires all vendors to fulfill all obligations stated when a customer buys an APP. For example, if an APP promises hourly weather updates, those updates must be made and delivered to the end user of the APP, per the vendor agreement. RIME includes the vendor fulfillment clause in the vendor agreement to maintain their reputation to the users of the RIME APP buying platform. RIME does not want vendors who charge for services and never deliver, and is protecting them through the vendor fulfillment clause.

Clause 4.5 is an important part of the RIME vendor agreement, especially for the vendor, as they must fulfill all promises and expectations made to end users of the APP. A vendor cannot sell services and then not deliver on them. RIME also wants to maintain their own reputation, and do not want vendors treating customers poorly. RIME can terminate the agreement immediately for such a breach.

5. Secondary Revenue Fee

Clause 5, covering several aspects of the secondary revenue fee, is a crucial portion of the RIME vendor agreement. Per the first section of the clause, vendors must pay RIME 30% of secondary revenue collected through APPs, on a quarterly basis. Vendors are also required to provide a month by month breakdown of secondary revenue collected and paid. A related section on taxes on the payments is included later on in the agreement. The clause is vitally important in

the vendor agreement for RIME, as it is how they will make profit by allowing APPs in their APP distribution and selling platform.

The second part of the important secondary revenue fee clause included in the RIME vendor agreement is 5.2 regarding Audits. Section 5.2 gives RIME the right to, no more than once a year, audit vendors secondary revenue records, at the expense of RIME. The even more important section of the audit section, is that if RIME finds under payments over 5%, or over \$2,500 for any given quarter, the vendor must not only pay the under payment, but also must pay the cost of the audit, and will be subject to audits twice a year at RIME's discretion.

The clause outlines for vendors that they must be diligent in record keeping according to standard accounting principles, and must be prepared for the potential of an audit. The clause also explains the importance of secondary revenue to RIME, and the importance in accurately reporting and paying secondary revenue to RIME.

16 Term, Termination

The term/termination portion of the vendor agreement with RIME covers the protocol involved with ending the agreement between the vendor and RIME. The termination clause outlines exactly what notice the vendor has to give RIME in the event of termination, and what notice RIME has to give to the vendor when the agreement is terminated. RIME can terminate the agreement for convenience with the vendor by providing at least 90 days written notice to the vendor. If a breach of conditions has occurred, RIME only has to provide 30 days written notice of termination of the agreement, if the breach cannot be corrected. RIME also outlines a series of breaches which will result in IMMEDIATE termination of the agreement, where notice will be provided as soon as possible of said termination. The breaches resulting in immediate termination include: The APP developer is no longer in "good standing" with RIME, if RIME cannot operate the Blackberry Payment Service, or if RIME feels they may be liable in any situation resulting from the APP.

Clause 16 of the vendor agreement does provide some protection to the vendor, allowing a fair amount of notice in the event of a breach, allowing to the vendor to fix the issue and hopefully stay in good standing. However, as it is stated later in the clause, RIME can terminate the agreement immediately if they put a vendor in “bad standing”, or if they feel a vendor may expose RIME to liability. This part of clause 16 is very important for the vendor to understand, as while it seems in most cases they will have some rights to avoid termination in the case of a breach, RIME could terminate the contract immediately for several reasons, including if they feel they could be exposed to liability. For RIME, clause 16 allows them to terminate the agreement rather easily, possibly in bad faith.

Conclusion

The RIME vendor agreement provides protection both for RIME and the vendors they deal with. Most of the agreement is designed to protect RIME, but RIME does include several clauses, such as the reverse engineering clause, which provide vendors with protection. The most important parts of the RIME vendor agreement, from a vendor perspective, would be 5. Secondary Revenue, which outlines how much RIME, collects in secondary revenue, and what records they expect to be maintained, as well as the potential for audit. Clause 16 is also important to a vendor as it outlines what RIME can terminate a contract for, and how much notice they have to provide, in certain cases. Overall the RIME vendor contract is what you would expect for a technology company/vendor agreement, with lots of technical wording, and detailed explanations.

Appendix

RIME Store Vendor Agreement 071112 **RIME STORE VENDOR AGREEMENT**

THIS 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 RESEARCH IN MOTION E-COMMERCE INC. (“**RIM E-COMMERCE INC.**”), RESEARCH IN MOTION E-COMMERCE CORPORATION (“**RIM E-COMMERCE CORP.**”), RESEARCH IN MOTION E-COMMERCE S.A.R.L. (“**RIM E-COMMERCE S.A.R.L.**”), (RIM E-COMMERCE INC., RIM E-COMMERCE CORP., AND RIM E-COMMERCE S.A.R.L. ARE COLLECTIVELY REFERRED TO AS “**RIME**”), RIME 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. RIME Stores; BlackBerry Payment Service; Applications; In App Products; Merchants of Record

1.1 RIME Stores and BlackBerry Payment Service

The RIME 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 RIME does not provide a distribution platform for In-App Products and neither RIME nor any Third Party MoR has any responsibility for delivery or fulfillment of In-App Products. While In-App Products may be vetted by RIME in accordance with the BlackBerry Commerce Guidelines, In-App Products are neither included in the RIME Store catalogues nor distributed through the RIME Stores. As between RIME and Vendor, Vendor is solely responsible for all delivery and fulfillment activities for In-App Products.

1.2 Merchants of Record

The RIME 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 RIME 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, RIME 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 RIME, 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, RIME will not act as MoR for all Transactions in each of the listed countries. RIME or a RIME affiliate may continue to act as a service provider to Third Party MoRs such as DR and Bango in relation to the distribution and sale of Paid Applications through a RIME 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 RIME 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 RIME is acting as the MoR:

(a) Schedule 1 sets out the terms and conditions specific to the distribution of Free Applications; and
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(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 RIME Store where RIME is acting as MoR.

If Vendor previously entered into a BlackBerry App World Vendor Agreement with RIM Limited, that agreement was assigned to RIM E-Commerce Inc., RIM E-Commerce Corp., and RIM E-Commerce S.à.r.l. on May 8, 2012 (“Effective Date”). This Agreement revises and replaces that BlackBerry App World Vendor Agreement and adds terms and conditions addressing RIME MoR Transactions and RIME’s obligations to pay Vendor for those Paid Offering Transactions.

1.4 Additional Agreements

Schedule 2 does not apply to any Transactions for which RIME 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 RIME Stores as a distribution platform by RIME 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. RIME has no responsibility to pay Vendor for any Transaction for which RIME is not acting as the MoR. If Vendor already has agreements in place with DR and/or 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 RIME in the Vendor Portal or otherwise as types of products or services which may be made available through the RIME Store) that Vendor submits for distribution through a RIME Store, and includes both Free Applications and Paid Applications.

2.2 “**BlackBerry Payment Service**” means the transaction and payment processing service provided by RIME for In App Products, which may either use a RIME or a third party infrastructure.

2.3 “**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.

2.4 “**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).

2.5 “**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).

2.6 “**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.

2.7 “**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.

2.8 “**EULA**” means Vendor’s end user license agreement associated with an Application or In-App Product.

2.9 “**Free Application**” means an Application, a copy of which is available to End Users for download from a RIME Store at no charge.

2.10 “**In-App Product**” means a product, service, content and/or functionality (including Subscriptions) made available by Vendor through copies of Applications distributed through a RIME Store for purchase by End Users using the BlackBerry Payment Service.

2.11 “**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.

2.12 “**My World**” or “**My Items**” has the meaning defined in Section 3.5.
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2.13 “**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 RIME or a RIME affiliate in relation to that Offering.

2.14 “**Offerings**” means Applications and In-App Products.

2.15 “**Paid Application**” means an Application, a copy of which an End User is required to pay amounts to download through a RIME Store.

2.16 “**Paid Offering**” means either a Paid Application or an In-App Product.

2.17 “**BlackBerry Commerce Branding Guidelines**” means the branding guidelines, as amended from time to time and made available in the Vendor Portal.

2.18 “**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.

2.19 “**RIM Limited**” means Research In Motion Limited and its successors and assigns.

2.20 “**RIM Marks**” means the RIM 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 RIM Limited.

2.21 “**RIME MoR Transaction**” means a Transaction for which RIM E-Commerce Inc., RIM E-Commerce Corp., or RIM E-Commerce S.à.r.l. acts as the MoR.

2.22 “**RIME Stores**” means digital storefronts (such as BlackBerry App World) owned by RIME and/or a RIME affiliate through which Applications are made available to End Users.

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 RIME Store and any updates or upgrades thereto (whether distributed through a RIME Store by RIME 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 RIME or RIM 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.
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2.32 “**Vendor Marks**” means the trademarks, logos, icons, screenshots, Offering name, Vendor name and any other marks as provided by Vendor to RIME by means of the Vendor Portal or otherwise.

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

3. RIME Store and BlackBerry Payment Service Requirements

3.1 Vendor Registration; Application Submission

If Vendor wishes to use a RIME Store as a distribution channel and is not already registered as a RIME Store vendor Vendor must apply through the Vendor Portal for registration as a RIME Store vendor. RIME shall notify Vendor whether Vendor has been accepted by RIME as a RIME Store vendor, as determined in RIME’s sole discretion. If RIME notifies Vendor of RIME’s acceptance of Vendor as a RIME Store vendor then: (a) that notice shall constitute RIME’s acceptance of this Agreement, which shall thereupon become a binding agreement between RIME and Vendor; and (b) Vendor may then submit Applications through the Vendor Portal. When Vendor submits Applications for acceptance for a RIME 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 RIME and any applicable MoRs through the Vendor Portal or otherwise as directed by RIME, including without limitation any requested Offering Information, Vendor’s suggested Application category for the RIME Store and the hardware, software and system requirements for each Application to be distributed through the RIME Store. Upon request, Vendor must also provide RIME 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 RIME’s sole discretion. RIME 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

RIME may test, or have tested, and evaluate Offerings for their suitability as Offerings made available by RIME through a RIME Store or to be sold using the BlackBerry Payment Service, but has no obligation to do so. RIME may also perform similar testing and evaluation services as a service provider or agent (as applicable) for Third Party MoRs. Such testing is for RIME’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 RIME’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 RIME reserves the right to test and evaluate each update, upgrade and version of an Offering. Upon receiving notification from RIME that its Application (and any associated In-App Products) has been accepted, Vendor may initiate the publication of that Application in a RIME Store at the time it wishes, by indicating its intention to do so on the Vendor Portal. Subject to the terms of this Agreement, RIME 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 RIME Store. Further, if Vendor has not initiated the publication of an Application within thirty (30) days of RIME’s notification of acceptance of the Application (and any associated In-App Products), RIME may thereafter initiate publication of the Application in a RIME Store. RIME enables End Users to provide feedback on Applications and In-App Products, and Vendor acknowledges and agrees that RIME 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

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as new versions of Applications and must be submitted through the RIME 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 RIM 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. RIM 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. RIME 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 RIME Store to do so), and nothing shall preclude RIME, 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 RIME shall arrange for the removal of the Application from the RIME Store within a commercially reasonable period of time following RIME's receipt of this notification from Vendor through the Vendor Portal.

However, Vendor acknowledges and agrees that RIME shall not have any obligation to remove a suspended Application from the My Items 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 RIME 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.

RIME 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 RIME 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 RIME'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 RIME does not provide Vendor with notice of the removal prior to it taking place, RIME 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 RIME 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 Items, 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 RIME may, at any time, in RIME'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 Items repository.

3.5 My Items

RIME offers the My Items 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 RIME Store on their devices in RIME Store Vendor Agreement 071112

accordance with the My Items rules, and requires vendors to grant to RIME and End Users the rights necessary to facilitate this repository.

Neither RIME nor any Third Party MoR associates In-App Products with Applications in My Items or otherwise tracks or displays In-App Products in My Items. Unless otherwise expressly agreed to in writing by RIME, 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 Items 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 RIME 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@rim.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 RIME, 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 RIME, 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 RIME shall have no obligation to do so, Vendor hereby authorizes RIME 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 RIME's BlackBerry Solution License Agreement, except that the agreement shall provide that as between RIME and the End User, all Offerings and associated services are provided 'AS IS' and 'AS AVAILABLE', none of RIME 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 RIME and its affiliates third party beneficiaries to such provisions.

Vendor acknowledges and agrees that neither RIME 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 RIME 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 RIME Store or In-App Products made available through Applications.

Vendor hereby acknowledges and agrees that notwithstanding any provisions of any EULA: (a) RIME and Third Party MoRs may make it a condition of their agreements with End Users that an Offering made available through the RIME Store or purchased using the BlackBerry Payment Service be downloaded, installed and used only on a RIM Limited proprietary software platform operating on a device; and (b) that End Users may reinstall copies of Applications onto devices from the My Items repository in accordance with the then current rules, features and functionality of the My Items repository and RIME 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 RIM Limited's BlackBerry 10 software platform ("BlackBerry 10") only through RIME Stores and not through any other direct or indirect distribution means, and RIME Store Vendor Agreement 071112

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 Mobile Fusion, to the customer's authorized users).

4.2 License for Offerings

Vendor hereby grants to RIME 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 RIME 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 Items 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 RIME Stores (including providing delivery, fulfillment and/or other services to Third Party MoRs in the case of Third Party MoR Transactions); (ii) marketing the RIME 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 RIME.

4.3 Vendor Trademark License

Vendor hereby grants to RIME 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 RIME Stores, including without limitation providing delivery, fulfillment and/or other services as fulfillment service provider of any applicable Third Party MoR; (b) RIME's marketing and promotion of the RIME Stores and Offerings, including without limitation promotional offers, gift cards and the like; and (c) RIME's distribution, directly and indirectly through third parties, of marketing and promotional materials displaying Vendor Marks and/or Offering Information. RIME'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 RIME's use of the Vendor Marks for the purposes of operating the RIME 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 RIME of approval or non-approval within five (5) business days of Vendor's receipt of RIME's written request. RIME agrees that all of RIME's uses of the Vendor Marks shall inure to the benefit of Vendor. Without limiting the foregoing, RIME 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 RIM Marks License

RIME hereby grants to Vendor a non-exclusive, non-transferable, royalty-free license, within the regions and countries in which RIME has commercially launched RIME Stores and during the Term, to use, reproduce and display the RIM Marks solely in accordance with the BlackBerry Commerce Branding Guidelines and solely for the purposes of Vendor's marketing and promotion of the RIME Stores and Offerings for use on a RIM proprietary software platform, including without limitation promotional offers, gift cards and the like. Vendor's uses of the RIM Marks must be approved by RIME 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 RIM Marks shall inure to the benefit of RIM Limited.

At RIME's request, Vendor shall supply RIME with specimens displaying Vendor's uses and/or intended uses of the RIM Marks. Without limiting the foregoing, Vendor will not: (i) modify the RIM Marks, RIME Store Vendor Agreement 071112

except as expressly approved in writing by RIME in advance; (ii) combine the RIM Marks with any other marks or create any composite marks; or (iii) do anything that would compromise RIME's and/or RIM Limited's rights in and to the RIM Marks.

4.5 Vendor Fulfillment

Except to the extent RIME 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 RIME 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 RIME 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 RIME 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 RIME 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 RIME to Vendor in writing (or as otherwise directed by RIME 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 RIME 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 RIME. If any such audit demonstrates that Vendor has underpaid the Secondary Revenue Fee due to RIME 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 RIME the reasonable costs of such audit (but not to exceed ten thousand dollars (\$10,000)) and the amount of such underpayment, and RIME shall be entitled to perform such audit two (2) times per calendar year. Further, RIME may appoint a third party, selected at RIME's sole discretion, to perform such audit.

6. Taxes

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

7. Reporting

RIME will, from time to time, provide Vendor with aggregated data on downloads of Applications made available through the RIME Store. Notwithstanding the obligations set out in Section 11, Vendor acknowledges and agrees that RIME can obtain and publicly disclose aggregate data relating to the distribution of Applications through the RIME 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 RIME 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. RIME shall provide End Users with support in downloading Applications made available through the RIME Store, but shall not be responsible for any support obligations with respect to these Applications. Vendors will provide all reasonable support to RIME to allow RIME 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 RIME 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 RIME with at least thirty (30) days' prior written notice of any change to the Vendor's support contact information. RIME may provide Vendor support contact information directly to End Users and/or service providers and may publish this information (including within the RIME Store), and through RIME training and support tools including self service web forums. If RIME 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 RIME or RIM Limited intellectual property. Other than as expressly set forth in this Agreement, RIME does not acquire any right, title or interest in or to any Vendor intellectual property.

9.2 Feedback

RIME wishes to ensure the RIME Store is a premier channel for vendors. In order to enable RIME to do so Vendor hereby grants to RIME (with respect to any Offering Information that identifies any ideas, suggestions, changes, concepts, comments and other feedback relating to the Vendor Portal, RIME 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 RIME's and its affiliates' technology, products or services. Vendor shall not knowingly provide RIME 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. RIME Store Vendor Agreement 071112

9.3 No Reverse Engineering

Except to the extent that this prohibition is precluded by law, RIME 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 RIME and its affiliates are also software developers and licensees of applications that operate on RIME and its affiliates' proprietary software platforms, and that RIME 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 RIME or its affiliates from doing so.

10. End User Data

Vendor may be required to provide RIME or its affiliates or service providers with personal information through the Vendor Portal or other means in order for RIME to process Transactions or the distribution of Free Applications, protect users from fraud, and verify Vendor information and identity. RIME and its affiliates may collect, use and disclose End User Data from End Users (including, where RIME 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 RIME Stores, BlackBerry Payment Service, BlackBerry App World, Vendor Portal and associated programs, processes, products, and services. Such information will be treated by RIME and its affiliates in accordance with applicable privacy and data protection legislation, RIME'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 RIME 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, RIME 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 RIME Store and by means of In-App Products, and in respect of any End User Data provided to it by RIME 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 RIME or any RIME 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 RIME, RIME has no confidentiality obligations with respect to any information provided by Vendor to RIME under or in relation to

this Agreement, the BlackBerry Payment Service, or RIME Store. Subject to RIME's obligations in Section 9.3,
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RIME 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, RIME will not disclose: (a) Secondary Revenue information to any third party other than to Vendor, RIME'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 RIME Store and/or BlackBerry Payment Service (as applicable) other than to Vendor, RIME's affiliates, Third Party MoRs and their respective professional advisors.

12. Vendor Representations, Warranties and Covenants

Vendor hereby represents, warrants and covenants to RIME that: (a) Offering Information, including without limitation any tax information it provides to RIME 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 RIME 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 RIME 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 RIME shall be submitted only in BAR file format; (e) each software Offering is developed and distributed under an agreement between RIM Limited and the Vendor, or between RIM Limited and the licensor of the Application, as applicable, that provides for the use of at least one of RIM 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 RIM 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 RIME 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 RIME Store and sale using the BlackBerry Payment Service and their distribution to and by RIME and/or a third party RIME designates; (n) the software Offerings are provided to RIME 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 RIME 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 RIM Limited proprietary software platform operating on devices.

13. No RIME Representations or Warranties

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RIME IS PROVIDING ACCESS TO THE BLACKBERRY PAYMENT SERVICE, RIME STORES, THE VENDOR PORTAL AND ASSOCIATED PROGRAMS, PROCESSES, PRODUCTS, AND SERVICES, AND FOR RIME MOR TRANSACTIONS RIME IS ACTING AS VENDOR'S AGENT, ON AN "AS IS" AND "AS AVAILABLE" BASIS. RIME 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, MERCHANTABLE QUALITY, 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, RIME 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 RIME defend, RIME, RIME's affiliates, telecommunications carriers, agents, successors and assigns and their respective directors, officers, employees and independent contractors (each a "**RIME Indemnified Party**") from any costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) incurred directly or indirectly by a RIME 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 RIME has requested Vendor to defend a claim, and RIME, 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, RIME 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 RIME 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 RIME and covered by this provision. Once RIME 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 RIME, which may not be disclosed by Vendor to any third party, other than Vendor's legal advisors, without the prior express written permission of RIME, 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 RIME or any RIME affiliate is required to indemnify such telecommunications carrier, then RIME shall, in its sole discretion elect to have such claim treated as a claim against RIME 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
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IN NO EVENT SHALL ANY TELECOMMUNICATIONS CARRIER, OR RIME (EXCEPT WITH RESPECT TO RIME'S BREACH OF SECTIONS 9.3 OR 11 OR RIME'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, RIME 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, RIME STORES, OR VENDOR PORTAL, THE REJECTION, REMOVAL OR UNAVAILABILITY OF AN APPLICATION OR IN-APP PRODUCT, IF RIME DISCONTINUES ANY RIME 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 RIME STORE), WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO RIME OR A TELECOMMUNICATIONS CARRIER. IN NO EVENT SHALL RIME 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, 10(h), 10(j), 10(k), 10(m), and 14.

15.2 Limitation of Liability

IN NO EVENT SHALL ANY TELECOMMUNICATIONS CARRIER, OR RIME (EXCEPT WITH RESPECT TO RIME'S BREACH OF SECTIONS 9.3 OR 11 OR RIME'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, RIME STORES, BLACKBERRY APP 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 RIME and its affiliates (which includes without limitation RIM Limited) and to telecommunications carriers as well as RIME'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 RIME'S OR ITS AFFILIATES' OFFICERS, DIRECTORS OR EMPLOYEES HAVE ANY PERSONAL LIABILITY UNDER OR IN RELATION TO THIS AGREEMENT. IN NO EVENT SHALL RIME'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 RIME'S AFFILIATES (WHICH INCLUDES WITHOUT LIMITATION RIM 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. RIME Store Vendor Agreement 071112

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 RIME at least thirty (30) days’ prior written notice of its decision to do so. RIME 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, RIME 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 RIME delivering notice to Vendor of Vendor’s breach. In addition, RIME 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 RIME to develop the Application, as applicable, that is no longer in good standing; or (b) if RIME is prevented by law or regulation from operating the BlackBerry Payment Service, any RIME Store, BlackBerry App World and/or the Vendor Portal or any component thereof or in RIME’s opinion RIME is or may become subject to liability as a result of operating the BlackBerry Payment Service, any RIME Store, BlackBerry App 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 RIME does not provide Vendor with notice of such termination prior to the effective date of such termination, RIME 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) RIME and all applicable third parties may continue to exercise the rights granted herein with respect to Offerings and Offering Information, and RIME’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, RIME and all applicable third parties may continue to exercise the rights granted herein with respect to Applications for the purposes of the My Items repository; (c) RIME 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) RIME shall not be responsible for removing from the RIME Stores or Vendor Portal any Vendor Marks or Offering Information Vendor has submitted to RIME, by means of the Vendor Portal or otherwise; (e) subject to the foregoing, Vendor shall immediately remove from the RIME 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 RIME 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, RIME 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

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As this Agreement has no specified term, RIME 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, RIME will provide Vendor with written notice to the most recent address or email address provided by Vendor to RIME by means of the Vendor Portal, and RIME 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 RIME provides notice of such changes to Vendor. All other changes to this Agreement shall become effective ninety (90) days after the date RIME 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 RIME.

17.4 Assignment

This Agreement may not be assigned by Vendor without RIME's express prior written authorization, and any such assignment without RIME'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. RIME may, without notice to Vendor, assign this Agreement. Further, RIME may perform all obligations, if any, to be performed by RIME under this Agreement directly or may have some or all obligations performed by its affiliates, agents and/or independent contractors.

17.5 Notice

If RIME 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 RIME notice of any kind, Vendor must do so in writing and deliver it by courier which provides a written proof of delivery to RIME, addressed to RIME Limited's legal department at 295 Phillip Street, Waterloo, Ontario, N2L 3W8, and notice shall be effective upon RIME's receipt of same.

17.6 Relationship of Parties

Except with respect to RIME MoR Transactions, this Agreement does not create any agency or partnership relationship between the Parties.

17.7 Severability

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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 RIME 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 RIME and/or a third party RIME designates. Vendor agrees to provide to RIME through the Vendor Portal and other means, including but not limited to email, all requested export information applicable to any Application. The RIME 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 RIME Stores. In no event shall Vendor submit an Application which would require an MoR, RIME 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 RIME has no responsibility to Vendor to determine the legality of distribution of Vendor's Applications in any particular country RIME is in no way required to make any Application available contrary to RIME's interpretation of these regulations and laws.

17.10 Remedies

No remedy herein conferred upon RIME 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. RIME Store Vendor Agreement 071112

SCHEDULE 1

Free Applications

1. Appointment of Agent

Vendor hereby appoints RIM E-Commerce Inc., RIM E-Commerce S.à.r.l., and RIM E-Commerce Corp. each as agent (on a non-exclusive basis) respectively, for the marketing and distribution of Free Applications on Vendor's behalf.

Vendor and RIME 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 RIME or any RIME affiliate is subject to a claim arising out of or relating to any Free Application RIME may identify and disclose that RIME 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 RIME is responsible for hosting and distribution of Free Applications by RIME on behalf of Vendor. Notwithstanding any other provision of this Agreement, although RIME 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 RIME is entitled to the Secondary Revenue Fee for Free Applications but not any Commissions for Free Application Transactions.

2.2 Taxes

Vendor, and not RIME, shall have sole responsibility to collect, remit, and report to the appropriate Taxation Authorities any applicable Taxes for Free Application Transactions. The responsibilities of RIM and Vendor for the collection, remittance and reporting of Taxes for RIME 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. RIME Store Vendor Agreement 071112

SCHEDULE 2

Paid Offerings (RIME 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 RIME is responsible for collecting and remitting as set out in Exhibit B and further net of applicable fees (applicable fees are specified in the RIME 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 RIME.

2. Appointment of Agent; RIME MoR Transactions

2.1 Appointment of Agent

Vendor hereby appoints RIM E-Commerce Inc., RIM E-Commerce S.à.r.l., and RIM E-Commerce Corp. each as agent (on a non-exclusive basis) respectively, and in relation to certain countries listed in Exhibit A RIM E-Commerce S.à.r.l. 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 RIME 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 RIME.

Vendor and RIME 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 RIME or any RIME affiliate is subject to a claim arising out of or relating to any Paid Offering RIME may identify and disclose that RIME 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 RIME is responsible for hosting and distribution of Paid Applications by RIME on behalf of Vendor. Notwithstanding any other provision of this Agreement, although RIME 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 RIME MoR Transactions

In conjunction with RIME acting as MoR for RIME MoR Transactions Vendor hereby authorizes RIME to process Transactions and associated payments for Paid Offerings (including issuing invoices to End Users for Paid Offerings) for RIME 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 RIME 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 RIME as available, which vary based on RIME Store Vendor Agreement 071112

factors that include the country associated with each Transaction. RIME shall market each Paid Offering for the applicable SRP designated by Vendor. As Vendor's agent RIME, and not Vendor, shall be responsible for collecting the SRP payable by End Users for Paid Applications.

In consideration for RIME's services as an agent of Vendor with respect to RIME MoR Transactions, the applicable RIME entity (as determined in accordance with Exhibit A) shall be entitled to a Commission for each RIME MoR Transaction. Such RIME 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 RIME, including RIME's Commission and Secondary Revenue Fee, are exclusive of Taxes. The amounts otherwise payable by Vendor to RIME 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 RIME under this Agreement, Vendor shall: (a) pay an additional amount such that the net amount actually received by RIME 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 RIME for any liability that RIME 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 RIME under or in relation to this Agreement.

3.2 Payment

On receipt by RIME of the full amount payable by an End User for a Paid Offering RIME 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 RIME 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 RIME Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>). Within forty-five (45) days following the end of each calendar month: (a) RIME will make available to Vendor a report (in a format determined by RIME) 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) RIME 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 RIME Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>. Notwithstanding the foregoing, RIME shall be entitled to a Commission if RIME 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 RIME from any amount payable by RIME to or for the benefit of Vendor under this Agreement, RIME 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 RIME to be owing to Vendor under this Agreement net of such applicable withholdings. For greater certainty, any amount so withheld or deducted by RIME shall discharge RIME's obligation to pay such amount to Vendor provided that RIME has remitted, or caused to be remitted, such amount to the relevant Taxation Authority. Upon Vendor's written request, RIME 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 RIME. Notwithstanding anything else contained herein, if RIME should determine or a Taxation Authority should assert (whether or not RIME Store Vendor Agreement 071112

such claim is or may be contested) that RIME failed to withhold any amount required to be withheld from amounts previously paid by RIME 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 RIME, pay such Make-Whole Amount to RIME (including for greater certainty where RIME has already remitted such amount to the relevant Taxation Authority) or remit such Make-Whole Amount directly to the relevant Taxation Authority on RIME's behalf, as RIME may direct. In addition to any other rights that RIME may have, RIME 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 RIME to Vendor under this Agreement (in addition to any other amounts that RIME is entitled to deduct and withhold from such payments). Any Make-Whole Amount so withheld or deducted by RIME shall discharge RIME's obligation to pay such amount to Vendor provided that RIME has remitted, or caused to be remitted, such Make-Whole Amount to the relevant Taxation Authority.

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

Any and all amounts payable by RIME to Vendor under this Agreement will be paid to Vendor in the currency or currencies indicated in the Vendor Portal or otherwise by RIME (such as in the RIME 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 RIME from time to time), and are subject to minimum thresholds (as indicated by RIME from time to time). If the SRP obtained by RIME for a RIME MoR Transaction is in a currency other than the currencies in which RIME 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 RIME shall be converted to an appropriate vendor remittance currency at an exchange rate provided by RIME from time to time, and any currency exchange rate fees shall be deducted from the portion of the SRP payable by RIME to Vendor.

3.3 Returns; Refunds

RIME shall have control over setting and applying the returns and cancellations policy applicable to Paid Offerings sold or licensed (as applicable) by means of RIME MoR Transactions. If RIME, at its option, provides a right of return or cancellation for Paid Offerings sold or licensed (as applicable) by means of RIME MoR Transactions, and RIME 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 RIME in relation to such Paid Offering to RIME, at RIME's option, either by paying this amount to RIME or by way of RIME 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 RIME 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 RIME.

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 RIME Store Vendor Agreement 071112

reasons determined at the sole discretion of the applicable financial institution, payment processor and/or credit card association. RIME 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 RIME MoR Transactions, Vendor agrees that RIME shall be permitted to set off the amount of such Chargebacks and payment reversals (including RIME'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 RIME Store FAQ available at <https://bdsc.webapps.blackberry.com/devzone/appworld/faq>)) against amounts due to Vendor from RIME, or for RIME to invoice Vendor for such amounts if RIME is unable to set off such amounts. Further, if fulfillment of a Paid Offering sold or licensed (as applicable) by means of a RIME 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 RIME and Vendor for the collection, remittance and reporting of Taxes for RIME MoR Transactions is set out in Exhibit B. If RIME collects any amounts corresponding to the SRP for any Paid Offerings before Vendor has provided RIME with any tax documentation required under this Agreement, RIME 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 RIME with the required tax documentation. Upon receipt of all required tax documents from Vendor, RIME will remit to Vendor any amounts held in trust by RIME 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. RIME Store Vendor Agreement 071112

EXHIBIT A

Agent/Undisclosed Agent Appointed Countries (RIME MoR Transactions)

1. Agent Appointed Countries

1.1 RIM E-Commerce Inc.

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

Canada

1.2 RIM E-Commerce Corp.

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

United States (not including Guam, Puerto Rico and U.S. Virgin Islands)

1.3 RIM E-Commerce S.à.r.l.

Vendor's appointment of RIM E-Commerce S.à.r.l. as Vendor's agent for Paid Applications and In-App Products for RIME MoR Transactions (pursuant to Section 2.1 of Schedule 2) applies with respect to End Users with billing addresses in the following countries:

Albania

Algeria

Armenia

Anguilla

Antigua and Barbuda

Argentina

Aruba

Australia

Azerbaijan

Bahamas, The

Bahrain

Bangladesh

Barbados

Belize

Benin

Bermuda

Bolivia

Bonaire

Bosnia and Herzegovina

Botswana

Brazil

Burkina Faso

Cambodia

Cameroon

Cayman Islands

Central African Republic

Chad

Chile

China (including Hong Kong SAR and Macau SAR)

Colombia

Congo, Democratic Republic of

Congo, Republic of (Congo-Brazzaville)
Costa Rica
Croatia
Curaçao
Dominica
Dominican Republic
Ecuador
Egypt
El Salvador
Faroe Islands
Fiji
French Guiana
Gabon
Georgia
Ghana
Gibraltar
Grenada
Guadeloupe
Guam
Guatemala
Guernsey
Guinea Bissau
Guinea, Republic of (Conakry)
Guyana
Haiti
Honduras
Iceland
India
Indonesia
Isle of Man
Israel
Ivory Coast
Jamaica
Japan
Jersey
Jordan
Kazakhstan
Kenya
Kuwait
Lebanon
Lesotho
Macedonia
Madagascar
Malawi
Malaysia
Mali
Martinique
Mauritania
Mauritius
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Mongolia
Montenegro
Montserrat
Morocco
Mozambique
Namibia
New Zealand
Nicaragua
Niger
Nigeria
Norway
Pakistan
Panama
Papua New Guinea
Paraguay
Peru
Puerto Rico
Philippines
Qatar
Réunion
Russia
Rwanda
Saba
Saint Kitts and Nevis
Saint Lucia
Saint Martin
Saint Vincent and the Grenadines
Samoa
Saudi Arabia
Serbia
Seychelles
Singapore
Sint Eustatius
Sint Maarten
South Africa
South Korea
Sri Lanka
Suriname
Swaziland
Switzerland
Taiwan
Tanzania
Thailand
Togo
Tonga
Trinidad and Tobago
Tunisia
Turkey
Turks and Caicos Islands
Uganda
Ukraine
United Arab Emirates
Uruguay
Vanuatu
Venezuela
Vietnam

Virgin Islands, British
Virgin Islands, U.S.
Zambia

2. Undisclosed Agent Appointed Countries

2.1 RIM E-Commerce S.à.r.l.

Vendor's appointment of RIM E-Commerce S.à.r.l. as Vendor's undisclosed agent (as provided by Article 28 of the EC Principal VAT Directive 2006/112/EC as implemented by Article 91 of the Luxembourg Code de Commerce) for Paid Applications and In-App Products for RIME MoR Transactions (pursuant to Section 2.1 of Schedule 2) applies with respect to End Users with billing addresses in the following countries:

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

The Parties acknowledge that in respect of RIME MoR Transactions with End Users with billing addresses in the above noted countries, while RIM E-Commerce S.a r.l. 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:

- (a) RIM E-Commerce S.a r.l. will be treated as making the supplies of Paid Offerings to the End Users;
- (b) RIM E-Commerce S.à.r.l. will issue to the End Users, in RIM E-Commerce S.a r.l.'s own name, all required VAT documentation relating to such supplies; and
- (c) Vendor will be treated as making corresponding supplies of the Paid Offerings to RIM E-Commerce S.à.r.l. and, pursuant to Article 28 of the Principal VAT Directive 1006/112/EC, RIM E-Commerce S.à.r.l. will account for Luxembourg VAT in respect of such deemed supplies in accordance with Article 44 of the Principal VAT Directive 2006/112/EC.

EXHIBIT B

Taxes (RIME 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. RIME Countries

Notwithstanding the foregoing, but subject to the remainder of this Exhibit B, the RIME 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 RIME MoR Transactions with respect to End Users with billing addresses in the following countries.

Austria

Belgium

Bulgaria

Canada

Cyprus

Czech Republic

Denmark

Finland

France (not including French Guiana, Guadeloupe, Martinique, Réunion, and Saint Martin)

Germany

Greece

Hungary

Ireland

Italy

Latvia

Lithuania

Luxembourg

Malta

Netherlands (not including Aruba, Bonaire, Curaçao, Saba, Sint Eustatius and Sint Maarten)

Poland

Portugal

Romania

Slovakia

Slovenia

Spain

Sweden

United Kingdom (not including Anguilla, Bermuda, British Virgin Islands, Cayman Islands, Guernsey, Gibraltar, Isle of Man, Jersey, Montserrat and Turks and Caicos)

United States (not including Guam, Puerto Rico and U.S. Virgin Islands)

Vendor acknowledges and agrees that notwithstanding the foregoing RIME 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 RIME, shall have sole responsibility to collect, remit, and report to the appropriate Taxation Authorities Taxes for RIME MoR Transactions with respect to End Users with billing addresses in the following countries.

Albania

Algeria

Anguilla

Antigua and Barbuda

Argentina

Armenia

Aruba

Australia
Azerbaijan
Bahamas, The
Bahrain
Bangladesh
Barbados
Belize
Benin
Bermuda
Bolivia
Bonaire
Bosnia and Herzegovina
Botswana
Brazil
Burkina Faso
Cambodia
Cameroon
Cayman Islands
Central African Republic
Chad
Chile
China (including Hong Kong SAR and Macau SAR)
Colombia
Congo, Democratic Republic of
Congo, Republic of (Congo-Brazzaville)
Costa Rica
Croatia
Curaçao
Dominica
Dominican Republic
Ecuador
Egypt
El Salvador
Faroe Islands
Fiji
French Guiana
Gabon
Georgia
Ghana
Gibraltar
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Guam
Guatemala
Guernsey
Guinea Bissau
Guinea, Republic of (Conakry)
Guyana
Haiti
Honduras
Iceland
India
Indonesia
Isle of Man
Israel
Ivory Coast
Jamaica
Japan
Jersey
Jordan
Kazakhstan
Kenya
Kuwait
Lebanon
Lesotho
Macedonia
Madagascar
Malawi
Malaysia
Mali
Martinique
Mauritania
Mauritius
Mexico
Monaco
Mongolia
Montenegro
Montserrat
Morocco
Mozambique
Namibia
New Zealand
Nicaragua
Niger
Nigeria
Norway
Pakistan
Panama
Papua New Guinea
Paraguay
Peru
Philippines
Puerto Rico
Qatar
Réunion
Russia
Rwanda
Saba

Saint Kitts and Nevis
Saint Lucia
Saint Martin
Saint Vincent and the Grenadines
Samoa
Saudi Arabia
Serbia
Seychelles
Singapore
Sint Eustatius
Sint Maarten
South Africa
South Korea
Sri Lanka
Suriname
Swaziland
Switzerland
Taiwan
Tanzania
Thailand
Togo
Tonga
Trinidad and Tobago
Tunisia
Turkey
Turks and Caicos Islands
Uganda
Ukraine
United Arab Emirates
Uruguay
Vanuatu
Venezuela
Vietnam
Virgin Islands, British
Virgin Islands, U.S
Zambia

3. Canada Taxes

The following shall apply with respect to RIME 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. RIM E-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, RIME 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 RIME Vendor’s GST/HST registration number through the Vendor Portal. Vendor shall notify RIME 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 RIM E-Commerce Inc. 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 RIM E-Commerce Inc. 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 RIM E-Commerce Inc. 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

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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, RIME 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 RIM E-Commerce Inc. Vendor’s QST registration number through the Vendor Portal. Vendor shall notify RIM E-Commerce Inc. 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 RIM E-Commerce Inc. 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 RIM E-Commerce Inc. 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 RIM E-Commerce Inc. 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 RIM E-Commerce Inc. 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 RIME 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 RIM E-Commerce Corporation 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 RIM E-Commerce Corporation 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 RIM E-Commerce Corporation, in its reasonable belief, determines that any U.S. state or local sales, use or similar transaction tax may be due from RIM E-Commerce Corporation or Vendor in connection with the sale or delivery of any Paid Offerings, RIM E-Commerce Corporation 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 RIM E-Commerce Corporation to act on Vendor’s behalf in collection and remitting that tax.

5. Luxembourg Taxes

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If Vendor is a resident of the European Union, Vendor shall provide RIM E-Commerce S.à.r.l. 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 RIM E-Commerce S.à.r.l. if Vendor ceases to be registered for VAT.

If Vendor is registered for VAT in Luxembourg, Vendor agrees that:

(a) RIME will:

- (i) issue self-billed invoices for all supplies made to RIME 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 RIME on Vendor's behalf;
- (ii) not raise sales invoices for the RIME MoR Transactions; and
- (iii) notify RIME 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 RIME 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.