

BLACKBERRY RADAR DEVICE LIMITED WARRANTY

1. **Manufacturer Warranty Coverage.** This manufacturer's Limited Warranty sets forth the warranty responsibilities of BlackBerry and its affiliates regarding BlackBerry Radar branded devices ("**Device(s)**"). BlackBerry warrants to the original purchaser of a new Device, that the Device will be free from defects in materials and workmanship under normal use for a period that commences on the date of original purchase from BlackBerry or its authorized dealer, and continuing for the earlier of: (a) 15 months from purchase; or (b) 12 months from initial activation (the "**Warranty Period**"). This Limited Warranty is not transferable.

Please contact BlackBerry or the authorized Reseller ("**Reseller**") from whom you purchased the Device for information on how to obtain customer support for your Device.

During the Warranty Period, if the Device is found by BlackBerry to be defective and covered under this Limited Warranty, BlackBerry may at its absolute and sole discretion:

- (i) repair the defective portion of the Device without charge, with new or reconditioned parts;
- (ii) replace the defective Device without charge, with a comparable new or refurbished Device; or
- (iii) if BlackBerry is unable to repair or replace the Device as provided under (i) or (ii), refund to you the net purchase price you paid for the Device.

If the Device is repaired or replaced by or on behalf of BlackBerry during the Warranty Period, the Warranty Period for the repaired or replaced Device will expire upon the later of: (a) ninety (90) days from the shipment of the repaired or replacement Device; or (b) the expiration of the original Warranty Period. Any warranty service or support provided by or on behalf of BlackBerry under this Limited Warranty is conditioned upon the return of the Device to a BlackBerry authorized service provider (as set out below under "**How to Return Your Device**"). When a Device is returned under this Limited Warranty and a replacement Device is received, the Device returned becomes BlackBerry's property and the replacement Device becomes yours. When a refund is provided under this Limited Warranty, the Device to BlackBerry must be returned to BlackBerry and the returned Device becomes BlackBerry's property.

2. **Warranty Exclusions and Limitations.** This Limited Warranty does not apply (as determined by BlackBerry):

- (i) to consumable parts of a Device, such as batteries and external plastics diminish over time, unless the damage was caused by a defect in materials or workmanship;
- (ii) to normal wear and tear to the Device;
- (iii) if the Device is opened, modified, or repaired by someone not authorized by BlackBerry;
- (iv) if the Device serial number, or other identifier has been defaced or removed and cannot be identified;
- (v) to a Device where the damage, malfunction or defect is caused by and/or results from:
 - a. misuse, moisture or liquids or proximity or exposure to heat beyond the specifications, accident, abuse, vandalism, neglect or misapplication;
 - b. use of the Device in conjunction with accessories, products, services, software, applications, or ancillary or peripheral equipment not expressly approved or provided by BlackBerry specifically for use with the Device;
 - c. anything that is not the fault of the Device itself; or

- d. operation or use of the Device outside the applicable installation guide or standard end user documentation prepared and supplied by BlackBerry, including any safety and operation instructions;
- (vi) to damage to the surface of the Device, including but not limited to cracks, dents, or scratches;
- (vii) if you are unable to provide proof of purchase evidencing that you are the original purchaser of the Device and the date and place of original purchase.
- (viii) use of the Device with a non-BlackBerry application or service which is not authorized by BlackBerry.
- (ix) Poor or faulty installation.

This Limited Warranty is a hardware and software warranty that is limited to the Device and does not cover any software which is part of the BlackBerry Radar Asset Tracking Service or a non-BlackBerry Device application or service.

This Limited Warranty does not cover the backup, recovery or reinstallation of any data, software or applications on the Device.

To return your Device for repair you must follow the process as determined by BlackBerry from time-to-time.

Proof of purchase evidencing that you are the original purchaser of the Device and the date and place of original purchase may be required. Warranty service options, response times and charges (if applicable) may differ by country. **IF YOU DO NOT USE THE DEVICE IN THE COUNTRY OR REGION WHERE THE DEVICE WAS ORIGINALLY SOLD TO YOU THEN:**

- Warranty repair or service may not be possible;
- You may be required to agree to terms and/or to pay certain additional costs (including, but not limited to, shipping and handling costs); and
- The warranty repair or service, if possible, may take longer than normal to complete.

3. **Exclusive Warranties; Disclaimer of Implied Warranties.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY LAW (INCLUDING IF YOU HAVE CONSUMER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY) FROM LIMITING OR EXCLUDING YOUR REMEDIES IN RELATION TO YOUR DEVICE, THIS LIMITED WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES FOR YOUR DEVICE AND ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, THAT ANY SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE WHICH MAKES THE DEVICE USEFUL AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND SHALL NOT APPLY OR HAVE ANY EFFECT.

4. **Limitation of Liability.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY LAW (INCLUDING IF YOU HAVE CONSUMER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY) OR IF A COUNTRY, STATE OR PROVINCE YOU LIVE IN DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN NO EVENT SHALL BLACKBERRY OR ANYONE ACTING ON BEHALF OF OR WITH BLACKBERRY (INCLUDING, WITHOUT LIMITATION, IN RELATION TO THE MANUFACTURE, SUPPLY, DISTRIBUTION, SALE, REPAIR OR RETURN OF THE DEVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF INFORMATION (INCLUDING DATA), OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE RADAR DEVICE, EVEN IF BLACKBERRY OR ANYONE ACTING ON BEHALF OF OR WITH BLACKBERRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM IN TORT, CONTRACT, ON THE WARRANTY, OR UNDER ANY OTHER LEGAL THEORY. THE LIABILITY OF BLACKBERRY AND ANYONE ACTING ON BEHALF OF OR WITH BLACKBERRY FOR LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED IN AGGREGATE THE NET PURCHASE PRICE PAID FOR THE RADAR DEVICE OR THE COST OF REPLACING THE AFFECTED RADAR DEVICE WITH ANOTHER RADAR DEVICE, WHICHEVER IS LOWER. The foregoing shall not in any way restrict any liability in relation to death or bodily injury or statutory liability for intentional and gross negligent acts or omissions.

5. **Governing Law.** THE LAWS OF THE COUNTRY, STATE, PROVINCE OR JURISDICTION AS PROVIDED IN THIS PARAGRAPH SHALL GOVERN:

- (A) THIS LIMITED WARRANTY AND THE INTERPRETATION, ANY BREACH AND THE VALIDITY OF THIS LIMITED WARRANTY, AND
- (B) ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN YOU AND BLACKBERRY ARISING FROM OR RELATING TO THIS LIMITED WARRANTY.

THE APPLICABLE LAWS OF THE COUNTRY AS SET FORTH BELOW SHALL APPLY BASED UPON WHERE YOU ARE DOMICILED AND EXCLUDE ANY BODY OF LAW GOVERNING CONFLICTS OF LAW.

6. **DISPUTE RESOLUTION/ARBITRATION.** ANY DISAGREEMENT OR DISPUTE ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF ARBITRATION BASED UPON WHERE YOU ARE DOMICILED PER THE PROVISION BELOW: (I) THE PLACE OF ARBITRATION SHALL BE THE ARBITRATION LOCATION AND THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE; (II) THE NUMBER OF ARBITRATORS SHALL BE ONE (1); AND (III) THE ARBITRATOR SHALL BE APPOINTED IN ACCORDANCE WITH THE SAID ARBITRATION RULES. ALL MATTERS RELATING TO ANY ARBITRATION UNDER THIS LIMITED WARRANTY SHALL BE HELD IN STRICTEST CONFIDENCE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW. NO DISPUTE BETWEEN THE PARTIES, OR INVOLVING ANY PERSON BUT YOU, MAY BE JOINED OR COMBINED TOGETHER, WITHOUT THE PRIOR WRITTEN CONSENT OF BLACKBERRY.

If you are domiciled in Europe, the Russian Federation, Middle East, or Africa, this Limited Warranty shall be governed by the laws of England and Wales and you hereby consent to arbitration located in London, England in accordance with the London Court of International Arbitration Rules. If you are domiciled in Asia, this Limited Warranty shall be governed by the laws of New York and you consent to arbitration located in New York, NY, USA in accordance with the London Court of International Arbitration Rules. If you are domiciled in North America, Caribbean or South America, this Limited Warranty shall be governed by the laws of New York

and you consent to arbitration located in New York, NY, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

7. **Miscellaneous.** If there is any conflict between this Limited Warranty and any other warranty provided to you including, without limitation, in the packaging of the Device, the provisions of this Limited Warranty shall be applied by BlackBerry to the extent of such conflict. If any term, provision or sub-section of this Limited Warranty is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of such term, provision or subsection and this Limited Warranty will not be affected.

**APPENDIX A-1 to BLACKBERRY RADAR DEVICE LIMITED WARRANTY
WARRANTY CLAIM PROCEDURE**

1. GENERAL.

- 1.1 All Warranty claims for a Device shall be made in accordance with this procedure.
- 1.2 If a Device was purchased through a Reseller, then the Customer that is the end user of such Device may be directed to process warranty claims through the Reseller, such Reseller acting as the Customer with BlackBerry for such warranty claim.
- 1.3 Customer will, at Customer's expense: (a) consolidate in groups of five (5) or more, at Customer's Consolidation Point, request RMAs for, package, and return all Devices to BlackBerry or BlackBerry's designate in accordance with BlackBerry's instructions from time-to-time; (b) manage RMA returns to BlackBerry as per the process and frequency determined by BlackBerry. So that Customer does not experience an interruption in their ability to access their BlackBerry Radar Asset Tracking Service during the consolidation and return period, BlackBerry may provide Customer with a Swap Pool Inventory (as defined and set out in Section 6 (Swap Pool Inventory) below) depending on the number of Devices purchased according to the terms below.
- 1.4 BlackBerry may quarantine and request Customer's corrective action to resolve any Devices received by BlackBerry from Customer that do not: (a) conform to BlackBerry's instructions or packaging specifications; (b) correspond to the Devices expected based on the RMA request or RMA; or (c) where there is no valid RMA request, RMA, and/or RMA number for the Devices received. If an issue is not resolved within two (2) business days, BlackBerry may, in its sole discretion, void the RMA request and return such Devices to Customer FCA BlackBerry's Site.
- 1.5 BlackBerry shall be entitled to classify, or re-classify any Devices returned by Customer to the correct RMA type and charge Customer any applicable fees associated with such RMA type.
- 1.6 Before any Device may be returned, shipped or submitted to BlackBerry, Customer shall contact BlackBerry <https://ca.blackberry.com/support/internet-of-things/radar> and BlackBerry shall assign an RMA number which must be submitted with the Device. BlackBerry shall also provide instructions to Customer on the shipping address and methods to be used for each RMA. Because the Device contains a Lithium battery certified packaging and labels will be provided by BlackBerry to Customer to pack and ship devices back to BlackBerry.
- 1.7 BlackBerry reserves the right to refuse shipments that do not have an authorized RMA number. Refused shipments will be returned to the shipper via collect freight.
- 1.8 All return shipping costs and "collect" shipping costs will be charged back to Customer.

2. Dead on Arrival (DOA) Devices

- 2.1 For Devices validated by BlackBerry as DOA, BlackBerry will provide Customer with a new Device of the same model (or, at BlackBerry's discretion, a new Device that is a newer model with at least the same functionalities as the DOA Device) at no cost to Customer.

- 2.2 A “**DOA Device**” or “**Dead on Arrival Device**” must meet all of the following criteria (collectively, the “**DOA Defect Criteria**”):
- (i) the Device was returned by Customer to BlackBerry as a “Dead on Arrival Device” in accordance with BlackBerry’s return processes applicable to Dead on Arrival Devices as soon as possible but no more than thirty (30) days after activation or attempted activation;
 - (ii) the Device was purchased by Customer directly from BlackBerry under this Agreement;
 - (iii) the defect in the Device complained of must be an In-Warranty defect;
 - (iv) the Device must not have been subjected to Customer Abuse or tampering of any kind;
 - (v) the Device does not meet BlackBerry’s functional, mechanical and/or electrical specifications for the Device;
 - (vi) the defect is not attributable to any failure to provision the device in compliance with BlackBerry’s provisioning guidelines in effect from time-to-time;
 - (vii) the defect is not attributable to the Device being activated in a region where the Device was not sold and/or a region whose frequency bands are not supported by the Device;
 - (viii) the defect did not arise from poor installation or not following BlackBerry installation guidelines;
 - (ix) the Device was activated and then deactivated from service within thirty (30) days from the activation date, or the Device was not capable of being activated and is no more than (60) days from shipment of the Devices to the Buyer; and
 - (x) the Device (in the original packaging or a box approved by BlackBerry) must be returned to BlackBerry in acceptable condition.
- 2.3 Customer acknowledges and agrees that any Device that does not meet the DOA Defect Criteria shall not be considered a “DOA Device”, and that BlackBerry may, in its sole discretion, re-classify the Device and/or return the Device to Customer FCA BlackBerry’s Site and Customer shall pay any applicable fees associated with such Devices.

3. IN-WARRANTY DEVICES

- 3.1 BlackBerry will, at BlackBerry’s expense, either repair/refurbish or replace, in its sole discretion, In-Warranty Devices returned by Customer to BlackBerry and will then ship such Device to Customer at BlackBerry’s expense.
- 3.2 The repair or replacement In-Warranty Devices will be warranted in accordance with the Limited Warranty for the longer of: (a) ninety (90) days from date of repair or replacement; or (b) the balance of the original In-Warranty Period.
- 3.3 An In-Warranty Device must satisfy all of the following conditions: It must be a Device that: (i) has been paid for and/or is being leased, (ii) has an active valid subscription to a BlackBerry Asset Tracking Service, (iii) is within the In-Warranty Period, (iv) not a NTF (No Trouble Found) Device, (v) has not been subject to Customer Abuse or tampering, and (vi) has a defect covered by BlackBerry under the Limited Warranty.

4. NON-WARRANTY AND OUT-OF-WARRANTY DEVICES

- 4.1 BlackBerry may, at Customer's request and at Customer's sole cost, either repair/refurbish or replace (with new or refurbished Devices or with like Devices that meet BlackBerry's functional, mechanical and electrical specifications for that Device) Non-Warranty Devices and/or Out-of-Warranty Devices. The repaired or replaced components of such Devices shall be warranted for ninety (90) days from date of such repair or replacement by BlackBerry. Customer acknowledges and agrees that Beyond Repair Devices may be rendered inoperable and BlackBerry shall have no obligation to return, repair or replace such Devices. NTF Devices shall be deemed Non-Warranty Devices and BlackBerry shall be entitled to return NTF Devices to Customer, Incoterms DAP (Delivered At Place) Customer's Consolidation Point.
- 4.2 BlackBerry may refurbish, at its sole discretion, any Out-of-Warranty Device returned by Customer to BlackBerry to meet BlackBerry's specifications in effect from time-to-time and, Customer shall pay all fees associated with the refurbishment of Devices. For clarity, BlackBerry may, use refurbished parts and/or materials in the repair/refurbishment of a Device.

5. FEES, INVOICING AND PAYMENT

- 5.1 Customer shall pay all shipping and handling fees related to return of Devices for repair. Customer shall also be responsible for all applicable fees for re-classification, inspection, refurbishment, repair and/or replacement (plus applicable taxes), in effect from time-to-time, for services provided by or on behalf of BlackBerry in connection with the return of Devices not covered by In-Warranty Period except if customer has purchased an extended Warranty from BlackBerry. Customer acknowledges and agrees that it is Customer's responsibility to confirm the applicable fees prior to returning any Devices to BlackBerry. BlackBerry may issue invoices to Customer on a weekly, semi-monthly, or monthly basis for services and associated fees hereunder and Customer shall pay all invoices within thirty (30) days of the invoice date. If Customer's internal policy and procedures require a purchase order reference for invoices to be paid, Customer shall provide such purchase order reference on each RMA request.

6. SWAP POOL INVENTORY

- 6.1 BlackBerry may, in its sole discretion, supply a swap pool inventory to Customer, which may be comprised of new, repaired and/or refurbished partial or whole Devices manufactured by or on behalf of BlackBerry (the "Swap Pool Inventory"). Such Swap Pool Inventory shall never exceed zero-point six percent (0.6%) of each order of purchased Devices. If the minimum calculated Swap Pool Inventory is less than 1 whole unit no Swap Pool Inventory shall be provided. The Swap Pool Inventory is designed to provide the Customer with continuity of service when there is a genuine Device defect. Such Swap Pool Inventory will be governed by BlackBerry, and BlackBerry reserves the right to change the SWAP Pool Policy or quantity at any time based on quality and business considerations.
- 6.2 If BlackBerry establishes a Swap Pool Inventory for Customer, then the Devices which are returned via the RMA process may upon refurbishment be used by BlackBerry to refresh the Swap Pool Inventory.
- 6.3 Customer shall: (a) use Swap Pool Inventory exclusively to support such In-Warranty Device returns; (b) be responsible for all costs associated with the management of the Swap Pool Inventory within their fleet, including without limitation, logistics, consolidation, association/disassociation of Devices with assets and installation; (c) not

use Swap Pool Inventory, or any part thereof, for any other purpose than expressly permitted hereunder; (d) immediately upon request, return to BlackBerry all Swap Pool Inventory in good working order and defect-free, Swap Pool Inventory being the property of BlackBerry, unless Swap Pool Inventory has been provided to Customer in lieu of warranty support; and (e) in the case of Swap Pool Inventory used in exchange for In-Warranty Devices, replenish the Swap Pool Inventory with the repaired/refurbished/replaced (as applicable) Device (“**Customer Returned Device**”) in order to ensure that the Swap Pool Inventory is not depleted. If Customer does not replenish the Swap Pool Inventory with an Customer Returned Device, Customer shall, at Customer’s expense, add a new Device of the same or better functionality into the Swap Pool Inventory; (f) only use Devices manufactured by or on behalf of BlackBerry and acquired from BlackBerry as Swap Pool Inventory; and (g) ensure that any Swap Pool Inventory returned is inspected and in good working order and wiped of any End- User data prior to use as Swap Pool Inventory.

- 6.4 Upon written agreement with BlackBerry, a Customer who is a Reseller (and not BlackBerry) may assume all obligations within a territory for In-Warranty Device returns for those Devices that they were authorized by contract to sell.
- 6.5 Within thirty (30) days of the end of each calendar quarter, Customer will provide a written report to BlackBerry in a form satisfactory to BlackBerry containing details of the In-Warranty Device return rate for the applicable period, together with a reconciliation of Customer’s use of Swap Pool Inventory broken down by Device model. BlackBerry may adjust the amount of Swap Pool Inventory to be provided by BlackBerry for the following quarter. In addition, should a report indicate that a level of Swap Pool Inventory is in excess of that required to fulfill BlackBerry’s In-Warranty Device obligations, Customer shall return such excess Swap Pool Inventory to BlackBerry within thirty (30) days of the date of the report.
- 6.6 Swap Pool Inventory will be shipped using BlackBerry’s recommended packaging and labeling methods. Swap Pool Inventory shall be shipped to Customer’s Delivery Address at BlackBerry’s cost. Customer shall be responsible for payment of all fees for transportation, duty, customs clearance, insurance charges, taxes, brokerage, as well as any other applicable charges and costs from the Delivery Address to any other point of delivery.
- 6.7 BlackBerry may sell and ship additional Swap Pool Inventory requested by Customer from time-to-time for prices agreed upon by the Parties.
- 6.8 Customer shall be responsible for providing all necessary information to BlackBerry to activate the Swap Pool Inventory, as applicable.

7. UNAUTHORISED USES

- 7.1 Customer shall be solely liable for returning all In-Warranty Devices received from end users to BlackBerry or BlackBerry’s designate for repair/refurbishment/replacement. For certainty, all repairs/refurbishment of Devices shall be performed solely by BlackBerry or BlackBerry’s designate.
- 7.2 Except to the extent expressly authorized by BlackBerry, Customer shall not sell, consume or otherwise transfer or dispose of, in whole or in part, any: (a) Device; (b) parts and/or materials associated with Devices; or (c) Swap Pool Inventory. Without prejudice to any other remedy(ies) available to BlackBerry, Customer acknowledges and agrees that it shall be a violation of this Agreement and shall cause BlackBerry irreparable harm if Customer, its Distributors or their respective Agents, as applicable, infringe or

misappropriate BlackBerry's intellectual property rights, defame or disparage BlackBerry, attempt to reverse engineer BlackBerry's Devices, or allow BlackBerry's Devices to be used in a manner outside the scope of the Customer's normal business use. In addition to any other remedies BlackBerry may have, BlackBerry may render such Devices contemplated in the preceding sentence inoperable on BlackBerry's infrastructure and/or apply non-removable stickers to such Devices indicating that such Devices are not covered by any warranty, including any warranty from BlackBerry and is no longer eligible for any repairs and/or access to BlackBerry's infrastructure.

8. DEFINITIONS

- 8.1 **"Beyond Repair Device"** means a Device with extensive damage that may not be repaired.
- 8.2 **"BlackBerry's Site"** means BlackBerry's dock or any such other location as may be determined by BlackBerry from time-to-time.
- 8.3 **"Customer"** means an end user or Reseller who purchases Device(s) from BlackBerry using an acknowledged and accepted purchase order.
- 8.4 **"Customer's Consolidation Point"** means the one (1) physical location agreed upon by the Parties in writing where Customer consolidates all Devices for return to BlackBerry or BlackBerry's designate. Any changes to such physical location must be communicated and agreed to in writing by BlackBerry.
- 8.5 **"DAP"** means Delivered at Place as defined in the International Chamber of Commerce Terms (Incoterms 2010).
- 8.6 **"Device (s)"** means the BlackBerry devices as may be made commercially available from time-to-time by BlackBerry to Customer as identified in an Order that has been accepted by BlackBerry in an Order accepted by BlackBerry.
- 8.7 **"Customer Abuse"** includes misuse, exposure to moisture or liquids, proximity or exposure to heat beyond the Device specification, accident, abuse, neglect, misapplication, vandalism, poor installation or defects to the Device due to the actions of anyone other than BlackBerry, physical damage to the surface of the Device, including cracks or scratches.
- 8.8 **"FCA"** means Free Carrier as defined in the International Chamber of Commerce Terms (Incoterms 2010).
- 8.9 **"In-Warranty"** describes when a Device is returned for a warranty claim within the In-Warranty Period with a valid manufacturing defect covered by BlackBerry under the Agreement.
- 8.10 **"In-Warranty Period"** means the earlier of: (i) 15 (fifteen) months from shipment of the Device by BlackBerry to the Customer; or (ii) 12 (twelve) months from first activation of the Device.
- 8.11 **"No Trouble Found" or "NTF"** means a Device that is returned to BlackBerry by Customer for repair/replacement/refurbishment (as applicable) that BlackBerry determines to be in good working order with no discernable fault or problem requiring repair/replacement/refurbishment (as applicable).
- 8.12 **"Non-Warranty"** means a Device that is returned to BlackBerry within the In-Warranty Period, but BlackBerry determines that the fault or problem does not otherwise meet BlackBerry's In-Warranty definition.

- 8.13 **“Out-of-Warranty”** means a Device that is returned to BlackBerry for repair/replacement/refurbishment (as applicable) that BlackBerry determines to be outside of the In-Warranty Period.
- 8.14 **“Reseller”** means the entity approved by BlackBerry and designated as being entitled to distribute Devices to end users, as an agent of BlackBerry.
- 8.15 **“RMA”** means Return Material Authorisation.
- 8.16 **“Reseller (Reseller)”** means a reseller who is able to sell Devices and get a data feed from BlackBerry to provide Non-BlackBerry Radar Device application. The Reseller may also secure connectivity Services and content independently from BlackBerry.
- 8.17 **“Warranty”** means the Limited Warranty issued by BlackBerry upon the sale of a Device that sets forth BlackBerry’s obligations with respect to Devices which are in need of repair or replacement and which are covered by the terms of the Warranty.