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To install, activate or use the Client you must either: (a) have (i) entered into with BlackBerry a license agreement for the Solution (the "**Agreement**") on your own behalf; and (ii) acquired a Client Access License for the installation, activation and use of the Client on your device; or (b) be authorized to install, activate and use the Client on behalf of your employer or other legal entity ("**Licensed Entity**") that has: (i) entered into the Agreement; (ii) made you aware of the terms of your use of the Client under the Agreement; (iii) agreed to be responsible for your use of the Client; and (iv) acquired a Client Access License for the installation, activation and use of the Client on your device.

If you obtained the Client from Apple's App Store, you acknowledge and agree on behalf of the Licensed Entity on whose behalf you are authorized to install, activate and use the Client, or if not so authorized you acknowledge and agree on your own behalf, that: (i) Apple has no responsibility whatsoever for the Client, including without limitation its performance, maintenance and support, or for any claim by a third party that the Client infringes the intellectual property rights of a third party. To the maximum extent permitted by applicable law, Apple has no warranty obligations whatsoever with respect to the Client; and (ii) Apple and its subsidiaries are third party beneficiaries of this EULA, and have the right (and will be deemed to have accepted the right) to enforce this EULA as a third party beneficiary.

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