

Phillips Industries Camera Mobile Application End User License Agreement

Please read this Phillips Industries Camera Mobile Application End User License Agreement (“EULA”) carefully before using the Phillips Camera Mobile Application or any mobile application that allows you, “Customer”, to connect to, configure and/or view streaming video from a Phillips REAR-VU Backup Camera or other Phillips camera.

This EULA forms a binding legal agreement between Customer (and any other entity on whose behalf Customer accepts these terms) (collectively “Customer”, “You” or “Your”) and R. A. Phillips Industries, Inc. (“Phillips” or “Company”) (each separately a “Party” and collectively the “Parties”) as of the date You, Customer, download the Camera Mobile App.

Collectively, the Phillips REAR-VU Backup Camera and other Phillips cameras are called “Phillips Products” herein. Collectively, the Phillips Camera Mobile App and mobile applications developed by Third-Party Distributors for connecting to, configuring and viewing streaming video from a Phillips Product are called the “Camera Mobile App” herein.

Customer’s use of the Camera Mobile App is subject to this EULA and Customer’s use of the Phillips REAR-VU Backup Camera or other Phillips Product will remain subject to the existing agreement(s) governing Customer’s purchase and use of the Phillips Products (“Phillips Product Agreements”). To the extent the Phillips Product Agreements conflict with this EULA, the terms of this EULA will govern and control solely with respect to use of the Camera Mobile App.

IN ORDER TO USE THE CAMERA MOBILE APP, YOU MUST FIRST AGREE TO THIS EULA. BY DOWNLOADING, INSTALLING, ACCESSING OR OTHERWISE USING THE CAMERA MOBILE APP, YOU ACCEPT THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL, ACCESS OR USE THE CAMERA MOBILE APP.

IF YOU ARE AGREEING TO BE BOUND BY THIS EULA ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THIS EULA. IF YOU DO NOT HAVE THE REQUISITE AUTHORITY, YOU MAY NOT ACCEPT EULA OR USE THE CAMERA MOBILE APP ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY. YOU AGREE THAT THIS EULA IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

1. Definitions

“Camera Mobile App” means the mobile application that permits a customer to connect to a Phillips Product and view the streaming video.

“Customer Representatives” means Customer’s officers, directors, employees, agents, assigns, invitees, representatives and other persons or entities using the Phillips Product.

“Customer” means you, the user of the Phillips Product.

“Phillips Product” means the Phillips REAR-VU Backup Camera and other Phillips cameras.

2. Limited Mobile App License. Provided that You have complied with and continue to comply with, all of the provisions of this EULA, Phillips grants You a revocable, non-exclusive, non-transferrable limited license to download, install and use the Camera Mobile App solely for the purpose of enabling Customer to connect

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to, configure and view streaming video from the Phillips Product from Customer's mobile device for personal and internal business purposes only. This EULA will automatically terminate upon termination of Customer's use of the Phillips Product.

3. License Limitations. Customer may not use the Camera Mobile App for any purposes not expressly permitted by this EULA. Customer shall not: (a) reproduce, modify, distribute, transfer, disclose or make available to any third party any portion of the Camera Mobile App (or any related user manuals, documentation, or screenshots), (b) reverse engineer, decompile, or disassemble any licensed software or mobile application; (c) publish or distribute to third parties any performance or benchmark tests or analyses relating to the Camera Mobile App; or (d) use the Camera Mobile App to connect a Phillips Product not owned and operated by Customer; or (e) use the Camera Mobile App or any information obtained from the Camera Mobile App to harass, abuse, or harm another person.

4. Customer's Responsibilities. The Camera Mobile App is designed to permit a customer to connect to a Phillips Product and view the streaming video for improved situational awareness. Customer acknowledges and agrees that the Phillips Product and the Camera Mobile App (a) are not safety systems, (b) will not warn Customer of any objects that may be in the path of a trailer, (c) will only display images of the area immediately adjacent to the Phillips Product, and (d) will not stop a trailer or the associated truck under any circumstances. Customer further acknowledges and agrees that (e) Customer will not operate a vehicle while solely viewing the images from the Phillips Product on the Camera Mobile App as doing so may distract Customer from important obstacles or dangers around a truck and trailer, and (f) use of the Phillips Product and/or the Camera Mobile App does not relieve Customer of Customer's sole responsibility to maintain full control over their vehicle at all times. Customer also acknowledges and agrees that the Camera Mobile App may connect to nearby Phillips Products and Customer is responsible for verifying that the Camera Mobile App is connected to the desired Phillips Product before using the Camera Mobile App.

5. No High Risk Uses. Customer acknowledges and agrees that the Phillips Product and the Camera Mobile App are not intended for use in conjunction with any systems or functions for automatic or autonomous control of a truck or other vehicle, including systems or functions for the autonomous control of vehicle speed, braking, suspension, stability, drive train management or steering. Customer assumes the risk of use of the Phillips Product and the Camera Mobile App in connection with transportation equipment, including heavy machinery and vehicles that may cause injury or death.

6. NO WARRANTY. YOUR USE OF THE CAMERA MOBILE APP IS AT YOUR SOLE RISK. THE CAMERA MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PHILLIPS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE CAMERA MOBILE APP, INCLUDING WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, PHILLIPS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CAMERA MOBILE APP WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Customer agrees that Phillips has no obligation to provide support, maintenance or updates for or to the Camera Mobile App. To the extent the Camera Mobile App contains any third-party software, Customer's

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rights and obligations with respect to such software will be subject to and governed by the third party's terms and conditions.

The Camera Mobile App is only available for supported devices and might not work on every device. Determining whether Customer's device is a supported or compatible device for use with the Camera Mobile App is solely Customer's responsibility, and downloading the Camera Mobile App is done at Customer's own risk. Phillips does not represent or warrant that the Camera Mobile App and Customer's device are compatible or that the Camera Mobile App will work on Customer's device.

7. Limitation Of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PHILLIPS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE CAMERA MOBILE APP. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CLAIMS OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR PHILLIPS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

8. Indemnification. Customer agrees to indemnify, defend and hold harmless Phillips and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to Customer's use or misuse of the Camera Mobile App or Customer's breach of this EULA. Furthermore, Customer agrees that Phillips assumes no responsibility for the content Customer views or makes available through the Camera Mobile App.

9. EULA and Camera Mobile App Updates and Changes. Phillips reserves the right to modify this EULA and the Camera Mobile App at any time and for any reason. Updates to the Camera Mobile App may modify or delete in their entirety certain features and functionality. Customer agrees that Phillips has no obligation to provide any updates or to continue to provide or enable any particular features or functionality. Phillips will post the most current version of this EULA at www.phillipsind.com/??. You are responsible for complying with the updated terms posted online at Phillips' website even if these updated terms appear online at Phillips' website before being posted on the Camera Mobile App. Customer's continued use of the Camera Mobile App after Phillips publishes notice of changes to this EULA indicates Customer's consent to the updated terms.

10. Term and Termination. (a) The term of this EULA commences when Customer downloads or installs the Camera Mobile App, whichever comes first, and will continue in effect until terminated by Customer or Phillips as set forth in this Section 10 (Term and Termination). (b) Customer may terminate this EULA by deleting the Camera Mobile App and all copies thereof from Customer's mobile device. (c) Phillips may terminate this EULA at any time without notice for any reason, including if (i) Customer has breached any provision of this EULA, (ii) Phillips is required to terminate this EULA by law; or (iii) Phillips ceases to support the Camera Mobile App, which Phillips may do in its sole discretion. (d) Upon termination: (i) all rights granted to You under this EULA will also terminate; and (ii) Customer must cease all use of the Camera

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Mobile App and delete all copies of the Camera Mobile App from Customer's mobile devices. (e) Termination of this EULA will not limit any of Phillips' rights or remedies at law or in equity.

11. Intellectual Property Rights. Phillips reserves all rights related to the Camera Mobile App that are not expressly granted to Customer hereunder. The Camera Mobile App is protected by copyright, trade secret and other intellectual property laws and treaties. Between Customer and Phillips, Phillips owns all title and interest in and to the Phillips Camera Mobile App. Customer agrees not to remove, conceal or otherwise modify any copyright, trademark, logo or other proprietary notice or source identifier contained in or associated with the Phillips Camera Mobile App. Phillips will be free to exercise all rights in any suggestions, ideas, or other feedback Customer provides to Phillips about the Phillips Product or the Camera Mobile App, without restriction and without compensating Customer.

In the event of a third-party claim that the Phillips Camera Mobile App, or Customer's possession and use of the Phillips Camera Mobile App, infringes third party's intellectual property rights, Phillips will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. If the Phillips Camera Mobile App becomes, or in Phillips' opinion is likely to become, the subject of an infringement claim, Phillips may at its sole option and expense: (i) procure for Customer the right to make continued use of the Phillips Camera Mobile App; (ii) replace or modify the Phillips Camera Mobile App so that the Phillips Camera Mobile App becomes non-infringing; or (iii) terminate the Phillips Camera Mobile App. This Section 11 (Intellectual Property Rights) sets forth Customer's and Phillips' only rights and obligations under this EULA for any third party's Intellectual Property Rights related to Phillips Camera Mobile App.

In the event of a third-party claim that a Third-Party Distributor's Camera Mobile App, or Customer's possession and use of the Third-Party Distributor's Camera Mobile App, infringes such third party's intellectual property rights, Your agreement with such Third-Party Distributor will control as to responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12. Assignment. Phillips expressly reserves the right to delegate any of its rights and obligations under this EULA to its assignees, suppliers and contractors. Customer may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) any of Customer rights or obligations hereunder without the prior written consent of Phillips.

13. Customer Indemnification. Customer agrees to indemnify, defend and hold Phillips and Phillips' officers, directors, employees, agents, contractors, subsidiaries, affiliates, or parent companies of each of them (each an "Indemnified Person") harmless from any claims, including without limitation, for any personal injury or death, arising out of Your, or a Customer Representative's: (i) violation or other breach of any provision of this EULA; (ii) negligence, recklessness or intentional misconduct; (iii) violation of any laws (whether statutory, under common law or otherwise), rules or regulations applicable to the use of the Phillips Product or the Camera Mobile App; (iv) inability to use the Phillips Product or the Camera Mobile App due to an act or omission of Customer or a Customer Representative, including due to Phillip's refusal to provide access to the Camera Mobile App because Customer or any other Customer Representative has violated any provision of this EULA; and/or (v) modification or misuse of the Phillips Product or the Camera Mobile App.

14. Export Regulation. The Camera Mobile App may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Camera Mobile App to, or make the Camera Mobile App accessible from, any

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jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Camera Mobile App available outside the US.

15. Severability. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.

16. Governing Law and Venue. This EULA is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this EULA or the Camera Mobile App shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Orange County. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

17. Entire Agreement. This EULA constitutes the entire agreement between Customer and Phillips with respect to your use of the Camera Mobile App and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to your use of the Camera Mobile App.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this EULA and any applicable purchase or other terms, the terms of this EULA shall govern with respect to the Camera Mobile App.

20. Developer Name and Address: Any of Your questions, complaints or claims with respect to the Camera Mobile App distributed by Phillips should be directed to: R. A. Phillips Industries, Inc. at [phone number for questions about app] or [email for questions about app].