

License Agreement for Summer Infant Massage Application Software

Thank you for downloading the Summer Infant Massage App. To use this software and all associated features we require your acceptance of this Agreement. We call this arrangement a "License," but many other companies call it an End User License Agreement or EULA. This License applies to the computer software, associated media, printed materials and any "online" or electronic documentation we make available to you in connection with your use of the Massage Application software.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, UNINSTALL AND DO NOT USE THE SOFTWARE. YOU CAN CONTACT SUMMER INFANT WITH QUESTIONS THROUGH OUR WEB SITE: WWW.SUMMERINFANT.COM or by calling 1-800-268-6237.

1. **GRANT OF LICENSE.** You may install, use, access, display and run the Software on any tablet or mobile device you own or lawfully control, so long as you otherwise comply with all terms and conditions of this License.

Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this License. If applicable, we make the open source licenses available to you on the Legal Notices section of the Settings menu of your mobile device.

2. **OWNERSHIP.** Summer Infant (or its suppliers) owns the title, copyright and other intellectual property rights in the Software. The Software is licensed to you, not sold. The Software is protected by copyright and other intellectual property laws and treaties.

3. **LIMITATIONS ON END USER RIGHTS.** You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms of the Software (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), or modify or disable any features of the Software, or create derivative works based on the Software.

4. **CONSENT TO USE OF DATA.** You agree that Summer Infant may collect and use technical information gathered as part of the product support services related to the Software, if any, such as IMEI (your device's unique identification number), device number, model name, customer code, access recording, current SW version, MCC (Mobile Country Code) and/or MNC (Mobile Network Code). Summer Infant may use this information solely to improve its products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. At all times, your information will be treated in accordance with Summer Infant's Privacy Policy, which can be viewed at www.summerinfant.com/privacy-policy.

5. SOFTWARE UPDATES. Summer Infant may provide to you or make available to you updates, upgrades, supplements and add-on components (if any) of the Software, including bug fixes, service upgrades (parts or whole), products or devices, and updates and enhancements to any Software previously installed (including entirely new versions), (collectively, an “Update”) after the date you obtain your initial version of the Software, to improve the Software and ultimately enhance your user experience with your Massage App software. This License applies to all and any components of any Update that Summer Infant may provide or make available after the date you obtain your initial copy of the Software, unless Summer Infant provides other terms along with any Update. To use Software provided through an Update, you must first be licensed for the Software being updated. The updated Software version may add new functions and, in some limited cases, may delete existing functions.

Summer Infant recommends that you check availability of any new Updates periodically for optimal use of your Massage App software. If you want to avoid any use of network data for the use of the Software or the Update downloads, then you should choose the “Wi-Fi Only” option in the Software settings on your mobile device. (Regardless of the option you choose, the “Automatic Update” function downloads Updates only through Wi-Fi connection.)

6. INTERNET CONNECTIVITY. Some features of the Software may require your device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. Unless your electronic device is connected to the internet through a Wi-Fi connection, the Massage App Software will access the internet through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Software may be affected by the suitability and performance of your device hardware or data access.

7. TRANSFER. You may only transfer this License or the rights to the Software granted herein to a third party in connection with the transfer of the Liv Cam™ monitor which the Software accompanies. In such event, the transfer must include all of the Software (including all component parts, the media and printed materials, any Updates and this License) and you may not retain any copies of the Software. The transfer may not be an indirect transfer, such as a consignment. By accepting your Liv Cam™ monitor and using the Software, the person receiving the Liv Cam™ monitor is agreeing to become covered by this License.

8. EXPORT RESTRICTIONS. The Software is subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Software, including all the applicable export restriction laws and regulations.

9. TERMINATION. This License is effective until terminated. Your rights under this License will terminate automatically without notice from Summer Infant if you fail to comply with any of the terms and conditions of this License. Upon termination of this License, you must cease all use of the Software and destroy all copies, full or partial, of the Software.

10. DISCLAIMER OF WARRANTY. ALL SOFTWARE PROVIDED BY SUMMER INFANT WITH YOUR LIV CAM™ MONITOR, WHETHER INCLUDED WITH THE DEVICE, DOWNLOADED, OR OTHERWISE OBTAINED, IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM SUMMER INFANT, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, SUMMER INFANT DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUMMER INFANT SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY SUMMER INFANT OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SUMMER INFANT.

11. LIMITATION OF LIABILITY. SUMMER INFANT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD-PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF SUMMER INFANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, SUMMER INFANT'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE OR THIRD PARTY APPLICATIONS ON THIS MOBILE DEVICE, OR ANY OTHER PROVISION OF THIS LICENSE, SHALL NOT EXCEED THE AMOUNT YOU PAID SPECIFICALLY FOR YOUR LIV CAM™ MONITOR. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 10 and 11) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. U.S. GOVERNMENT END USER RESTRICTED RIGHTS. If the end user of this License is the United States Government, the Software is licensed only with "restricted rights" and as "commercial items" consisting of "commercial software" and "commercial software documentation" with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

13. APPLICABLE LAW AND FORUM FOR DISPUTES. This License is governed by the laws of the State of Rhode Island, without resort to its conflict of laws provisions. Any disputes in connection with this License shall be resolved by a court of competent jurisdiction located within the State of Rhode Island.

14. ENTIRE AGREEMENT; SEVERABILITY. This License is the entire agreement between you and Summer Infant relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this License. If any provision of this License is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.