

## FAURECIA SMART MESSAGE COVER

### END USER LICENCE AGREEMENT

PLEASE READ CAREFULLY THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT"). THIS AGREEMENT CONSTITUTES A LEGAL, BINDING AND ENFORCEABLE AGREEMENT BETWEEN YOU AND FAURECIA AUTOSITZE GMBH ("LICENSOR") REGARDING USE OF ANY SOFTWARE OR APPLICATION SUBJECT TO THIS LICENCE ("APPLICATION") PROVIDED BY LICENSOR. BY INSTALLING THE APPLICATION, YOU ACCEPT AND AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT WITH LICENSOR. IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, DO NOT INSTALL OR USE THE APPLICATION.

- 1. Parties to the Agreement.** This Agreement is between you and Licensor. Licensor is solely responsible for the Application and the content thereof. The Application and any related documentation is licensed, not sold, to you, subject to the terms and conditions herein. Licensor reserves all rights in and to the Application not expressly granted to you under this Agreement.
- 2. Scope of License.** Conditioned upon your compliance with the terms and conditions of this Agreement, Licensor grants to you a limited, revocable, non-transferable, non-exclusive, personal, non-sublicensable, non-assignable license to install and use the Application on a single mobile device that you own or control.
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- 4. No Warranties.** To the fullest extent permitted by law, Licensor does not warrant that the Application will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. You acknowledge and agree that Licensor, and their agents shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.
- 5. Support, Updates and Upgrades.** Licensor does not bear any obligation to provide any maintenance or support services with respect to the Application, or to provide you with updates, fixes, modifications, upgrades or services related thereto. However, the terms of this Agreement will govern any updates, fixes, modifications, upgrades or services provided by

Licensor in its sole discretion, unless such update, fix, modification, upgrade or service is accompanied by a separate agreement in which case the terms of that agreement will govern.

6. **Privacy.** Licensor does not collect via the installation and/or use of the Application data that may directly or indirectly identify you. Licensor shall comply at all times with personal data protection regulations as the case may be.
7. **Your Representations and Warranties.** You represent and warrant that you are authorized to enter into this Agreement and comply with its terms. You further represent and warrant that you will at all times comply with your obligations hereunder and any applicable laws, regulations and policies, which may apply to the Application. You assume full and unlimited liability for any use contrary to this Agreement whether such use has been enacted or caused directly or indirectly by you. You agree to defend, indemnify and hold harmless Licensor from and against any and all liability, loss, costs, or expenses (including without limitation, attorneys' fees) arising from, related to, or in any way connected with or incurred in connection with your violation or breach of this Agreement or applicable laws, regulations or policies, or your use of the Application. Licensor reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this section. You agree not to settle any claims against Licensor without the express written consent and approval of Licensor. The indemnity obligations contained herein shall survive the termination of this Agreement.

You acknowledge that you are responsible for addressing any third party claims relating to your use or possession of the Application, and agree to notify Licensor of any third party claims relating to the Application of which you become aware. Furthermore, you hereby release Licensor from any liability resulting from your use or possession of the Application and any products provided by Licensor for use or associated therewith, including without limitation, the following: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

8. **Termination.** This Agreement is effective until terminated by you or Licensor. The license granted to you in this Agreement will terminate automatically without notice from the Licensor if you fail to comply with any term(s) of this Agreement. You may terminate this Agreement by destroying all copies of the Application in your possession together with any related documentation. Upon termination of the license, you shall cease all use of the Application and destroy all copies, full or partial, of the Application and any related documentation. Licensor reserves the right to seek any and all remedies available at law or in equity in connection with your breach of this Agreement in addition to termination of this Agreement. Sections 1, 3, 4, and 8 - 16 shall survive the termination of this Agreement.
9. **Application content.** You agree that the Application contains proprietary content, information and material that is owned by Licensor and/or its agents or licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Application or in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party. No portion of the Application may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Application, in any manner, and you shall not exploit the Application in any unauthorized way whatsoever, including but not limited to, using the Application to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Application in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that neither Licensor,

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- 11. No warranty.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LICENSOR DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. LICENSOR MAY CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE APPLICATION OR THE USE OF ALL OR ANY FEATURES OR TECHNOLOGY IN THE APPLICATION AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE APPLICATION IS TO UNINSTALL AND CEASE USE OF THE APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR THEIR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION THAT MAY NOT BE LIMITED BY THESE TERMS, PROVIDED HOWEVER, THAT YOU AGREE AND ACKNOWLEDGE THAT TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WAIVE ANY SUCH STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

**12. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty euros (€50). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

**13. Governing Law.** The laws of Germany govern this license and your use of the Application. All actions relating to this Agreement shall be brought exclusively in a competent court in Frankfurt, and you agree to personal jurisdiction in such courts.

**14. Miscellaneous.**

(a) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(b) If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable, that provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties or as necessary shall be deemed severable from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

(c) You may not assign your rights under this Agreement to any party.

(d) Licensor reserves the right to modify and/or change any of the terms and conditions of this Agreement at any time and without prior notice. By continuing to use the Application after Licensor has posted a modification to the Agreement, you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Application.

**15. Questions, Comments, and Contact Information.**

If you have any questions, complaints and/or claims, you may contact Licensor at:

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