

TERMS OF SERVICE AGREEMENT
(For Nokia WiFi App Used on Apple iOS Products)

This is a legal agreement between you individually, if you are agreeing to it in your own capacity, or if you are authorized to enter into this agreement on behalf of your company or other organization, then the entity for whose benefit you act, (hereinafter **“You”**) and Nokia Apps Distribution LLC and its Affiliates, as defined below (**“Licensor”**) regarding Your use of the services and resources (the **“Services”**) available or enabled on a Nokia WiFi device (**“Device”**), the Nokia WiFi App software application (**“Licensed Application”**), the Nokia WiFi website (**“Website”**) or the Home Portal or any software embedded in the Devices (**“Software”**). **“Affiliate”** means an entity which is controlled by, which controls, or which is under common control with Licensor, where “control” means the direct or indirect ownership of more than 50% of the shares or interests entitled to vote for the directors thereof or the equivalent, for so long as such entitlement subsists or equivalent power over management thereof.

By downloading, installing or using the Services, You agree to be bound by the terms of this Terms of Service Agreement (**“Agreement”**). If You do not agree to the terms of this Agreement, You are not entitled to use the Services and must uninstall the Services from any devices on which it is installed. This Agreement is subject to change by Licensor at any time. You can review the most current version of this Agreement at any time on www.nokia.com/wifi/legal/terms-of-service/. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is Your responsibility to check the website periodically for changes. Your continued use of the Services following the posting of any changes constitutes acceptance of those changes.

THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 18. TO THE EXTENT IT APPLIES, THIS PROVISION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIAL OR CLASS ACTIONS.

The Services, and any information, data, text, and/or other materials available on or through the Services, including all rights, without limitation including title and intellectual property rights therein, are owned by Licensor and/or its licensors and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used.

The Services are licensed, not sold, to You for use only under the terms of this Agreement, unless the Services are accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Your prior acceptance of that separate license agreement. Licensor reserves all rights not expressly granted to You.

Your use of, and participation in, certain Services or Your purchase of a Device, may be subject to additional terms (the “**Additional Terms**”), including but not limited to (1) Licensor’s Privacy Policy (see section 6), (2) any warranties or additional purchasing terms that Licensor included with Your Device, including but not limited to the hardware Limited Warranty at www.nokia.com/wifi/legal/warranty/; and (3) any additional terms or conditions Licensor may supply from time to time. If this Agreement is inconsistent with the Additional Terms, the Additional Terms shall control with respect to such Service or Device.

1. Scope of License

This license granted to You by Licensor for the Licensed Application is limited to a non-exclusive, non-transferable, revocable and non-assignable license to use the Licensed Application on any Apple-branded products operated under the control of the Apple iOS operating system, that You own or control and as permitted by the Usage Rules set forth in the App Store Terms and Conditions (the “**Usage Rules**”), except that such Licensed Application may be accessed, acquired, and used by other accounts associated with the purchaser.

This license granted to You by Licensor for the Software is limited to a non-exclusive, non-transferable, revocable and non-assignable license to install and use the Software on one or more Devices that You have purchased from Licensor.

2. Restrictions on Use and Limitations on Your Rights

This license does not allow You to use the Licensed Application on any Apple-branded product, or use the Software on any Device or product, that You do not own or control, and You may not distribute or make the Services available over a network where it could be used by multiple devices at the same time that are not owned or controlled by You. You may not rent, lease, lend, sell, redistribute or sublicense the Services. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services). You may not access the Services in order to build a similar or competitive website, application or service. Any attempt to do so is a violation of the rights of Licensor and its licensors. You agree that You shall only use the Services in a manner that complies with all applicable laws, including local laws of the country or region in which You reside or in which You download or use the Services including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. You may not remove or destroy any copyright notices or other proprietary markings contained on or in the Services and/or the Devices. You shall not use the Services in such a manner that it violates the rights of any third party including by infringing or misappropriating any third party intellectual property rights, privacy laws, or other rights.

If You breach these restrictions, Licensor may terminate this Agreement without further notice and You may be subject to prosecution and damages and shall be obliged to keep Licensor harmless from any damages arising out of such infringement. The Services are not designed, manufactured or intended for use in any environment in which the failure of the Services could lead to death, personal injury, or severe physical or environmental damage, such as in the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems or in the on-line control of equipment in any hazardous environment requiring fail-safe performance (“**Ultra-hazardous Activities**”). Licensor and distributors specifically disclaim any express or implied warranty of fitness for Ultra-hazardous Activities. You represent and warrant that You will not use the Services for such purposes. You agree to defend and indemnify Licensor against any loss, liability, or damage of any kind that Licensor incurs as a result of Your breach of the warranty in the preceding sentence.

The use of the Services may be suspended temporarily without prior notice for maintenance and repair, security reasons, system failure, or other circumstances, or a Service may be permanently discontinued at Licensor’s discretion.

Devices sold in the United States do not have CE Certification and are intended for use in the US only. These Devices comply with part 15 of the US FCC Rules. Operation is subject to the following two conditions: (1) The Devices may not cause harmful interference, and (2) the Devices must accept any interference received, including interference that may cause undesired operation.

3. Terms Governing Updates

Licensor may from time to time develop patches, bug fixes, updates, upgrades and other modifications to the performance of the Services involving basic connectivity, setup, and over the air updates (“**Updates**”). The terms of this license will govern any Updates provided by Licensor that replace and/or supplement the original Services, unless such Update is accompanied by a separate license in which case the terms of that license will govern.

By using the Services, You hereby consent to the automatic downloading and installation of these Updates, which may be automatically downloaded and installed into Your mobile device and Devices, as applicable, without providing any additional notice or receiving any additional consent.

If You do not want such Updates, Your sole remedies (i) for Licensed Application Updates is to turn off the auto-update functionality in Your mobile device settings or delete the Licensed Application from Your mobile device or (ii) for Software Updates is to terminate Your Nokia WiFi account and cease use of Your Devices. If You later undo any of the foregoing (e.g. by turning on the auto-update functionality on Your mobile device or restarting use of Your Device), You understand that the automatic download and installation of Updates will start again, and You consent to such automatic Updates. To the extent that

any Updates are not automatically installed, You acknowledge that You may be required to install Updates to continue use of, or access to the full functionality of, the Services and the Devices and You agree to promptly install such Updates.

4. Support and Maintenance

Licensor has no obligation to furnish You with technical or other support unless separately agreed in writing between You and Licensor. In case of such support given by Licensor, You understand and agree that the support has been given on an “as is” and “as available” basis and Licensor will have no obligations or liabilities related to such support.

5. FOSS

The Services contain free or open source software (“**FOSS**”) to which third party license obligations apply. Open Source Compliance information is available at www.nokia.com/wifi/legal/open-source-software/ indicating the license under which such FOSS was released, and containing required acknowledgements, legends and/or notices. Unless otherwise dictated by a FOSS license (such as GPL, LGPL, and Affero GPL) that requires Licensor to grant the same rights to the parties to whom we distribute the FOSS, Your rights to use, copy, and further distribute (if applicable) the FOSS are governed by this Agreement, and not by the FOSS license originally applicable to the FOSS.

Please be advised that if You modify Nokia Software in any way, including but not limited to upgrading the consumer image as per the instructions available at <https://resources.nokia.com/asset/300001>, the Product may be affected and become no longer suitable for its intended purpose. Your Warranty can be void in case of (i) modifications other than by Nokia authorised technicians; or (ii) handling or use not in accordance with the Nokia WiFi App, Nokia WiFi QSR Nokia WiFi Safety and Regulatory Information, or other instructions provided by Nokia;

For further information on the use and warranty for your Nokia WiFi Beacon hardware devices, please consult the instructions provided in the leaflets that come in the Product package and additional information available at www.nokia.com/wifi/legal.

6. Privacy/Consent to Use of Data

When You are using the Device and the Services, Licensor may need to collect personal data to provide You the Services. “Personal Data” means the data which can directly identify You. They include, among others, Your email address, name, surname, phone number, IP address, address, as well as any other information that is associated with the foregoing Personal Data that are automatically collected when You use the Device and

Services, such as network internet providers, network bandwidth usage statistics, etc. By downloading, installing or using the Services, You agree to be bound by the terms of this section, Licensor's full Privacy Policy at https://www.nokia.com/en_int/privacy and the Supplemental Privacy Statement at www.nokia.com/wifi/legal/privacy/. We encourage You to review these privacy policies frequently.

Licensor may also collect and process information regarding Your downloading, installation and/or use of the Services, for the purpose of improving the quality and performance of its products, including, but not limited to: Services versions downloaded, installed and/or used, debugging data, location information, and other usage information and analytics of usage data from Your device network and any information collected considered as Personal Data under applicable legislation (collectively "**Usage Information**"). You expressly consent to the collection, storage, processing and use of such Usage Information by Licensor. You shall have the right to withdraw Your consent at any time and to rectify the Usage Information. Usage Information is submitted anonymously to Licensor. Licensor will not share Usage Information associated with You with any third parties unless Licensor (i) has Your consent; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such Usage Information is reasonably necessary to protect a legitimate interest of Licensor, its users or the public; or (iii) provides such information in anonymous or pseudonymized aggregated form.

7. Feedback

You may submit ideas, suggestions, and/or proposals to Licensor (including any reports on bugs or errors in the Services) ("**Feedback**") at Your own risk and Licensor has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that You have all rights necessary to submit the Feedback. You accept and hereby grant Licensor a fully-paid, royalty-free, perpetual irrevocable, worldwide, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivatives works of, and otherwise commercially or non-commercially exploit in any manner the Feedback on a non-exclusive basis, and to sublicense the foregoing rights, with respect to the Services or similar products or services, and that Licensor has no obligations (unless stated in the applicable regulations) with respect to such Feedback.

8. Termination

This Agreement is effective from the first date You download and install the Services. You may terminate this Agreement at any time by permanently deleting the Services provided by Licensor.

Your end-user rights automatically and immediately terminate without notice from Licensor if You fail to comply with any provision of this Agreement. In such an event, You must immediately delete the Services.

If You, directly or indirectly, file a Claim (as defined below) of patent infringement against any entity alleging that the Services in whole or in part constitutes direct or contributory patent infringement, or inducement of patent infringement (a “**Claim**”), then this Agreement, including all rights granted to You under this Agreement, may be terminated retroactively in whole or in part as of the date You first received the Services, at the option of Licensor.

9. Services and Third Party Materials

The Services may enable access to services and websites performed or provided by the Services (the “**Additional Services**”) and third party services and web sites (“**Third Party Services**”), and collectively with the Additional Services, the “**Combined Services**”). Use of the Combined Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Combined Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Combined Services at Your sole risk and that Licensor shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Combined Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party web sites. By using the Combined Services, You acknowledge and agree that Licensor is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Licensor does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any Third Party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Combined Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Combined Services, You should consult with a financial professional. Location data provided by any Combined Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Licensor, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Combined Services.

You agree that any Combined Services contain proprietary content, information and material that 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 Combined Services. No portion of the Combined Services 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 Combined Services, in any manner, and You shall not exploit the Combined Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Combined Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Licensor is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Combined Services.

In addition, Third Party Services and Third Party Materials that may be accessed from, displayed on, or linked to, from the Apple-branded iOS product are not available in all languages or in all countries. Licensor makes no representation that such Third Party Services and Third Party Materials are appropriate or available for use in any particular location. To the extent You choose to access such Third Party Services and Third Party Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Licensor, and its licensors, reserve the right to change, suspend, remove, or disable access to any Combined Services at any time without notice. In no event will Licensor be liable for the removal of or disabling of access to any such Combined Services. Licensor may also impose limits on the use of or access to certain Combined Services, in any case and without notice or liability.

10.NO WARRANTY

THE SERVICES AND THE ADDITIONAL SERVICES ARE PROVIDED TO YOU WITHOUT WARRANTY. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE, OR COUNTRY. OTHER THAN AS PERMITTED BY LAW, LICENSOR DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND THE ADDITIONAL SERVICES ARE 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 SERVICES AND ADDITIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES AND ADDITIONAL 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION ULTRA-HAZARDOUS ACTIVITIES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE 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.

11. 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 SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF LICENSOR HAS 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 U.S. dollars (USD 50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

PLEASE ALSO BACK UP ALL DATA AND CONTENT STORED ON YOUR NOKIA WIFI DEVICE BEFORE TAKING YOUR DEVICE IN FOR SERVICE, AS SERVICE ACTIVITIES MAY ERASE ALL DATA FROM YOUR NOKIA WIFI DEVICE. LICENSOR AND ITS AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA, PROGRAMS OR CONFIDENTIAL INFORMATION.

12. Indemnity

You agree to defend, indemnify and hold Licensor and its licensors harmless against any claims, damages, liabilities, losses, costs, suits or expenditures, included reasonable attorney fees incurred by Licensor, or licensors as a result of Your access to, or use of the Services at any time; Your breach of this Agreement or any applicable law or regulation; any infringement or alleged infringement of intellectual property rights of a third party caused by Your use or exploitation of the Services; or any disputes or issues between You and any third party. Licensor reserves the right to assume the sole defense of any matter otherwise subject to indemnification by You (and without limiting Your indemnification obligations with respect to such matter), and in such case, You agree to cooperate with Licensor's defense of such claim.

13. Export

You acknowledge that Services may be subject to the export laws and regulations of the United States, the European Union and/or other countries (cumulatively, "**Export Laws**"). You shall not import, use, distribute, export, re-export, transfer, or transmit the Services (even if incorporated into other items) in violation of the Export Laws. You agree to fully cooperate with Licensor in any official or unofficial audit or inspection related to applicable export control regulations or import regulations and will indemnify, defend and hold Licensor and licensors harmless from or in connection with any breach of this section by You.

You represent and warrant that: (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

14. No Implied Licenses or Patent Licenses

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Licensor and its licensors. In addition, no licenses or immunities are granted to the combination of the Services with any other software or hardware not delivered by Licensor under this Agreement.

No licenses to any patents of Licensor are granted under this Agreement.

All rights and licenses not expressly set forth in this Agreement are reserved by Licensor and/or its licensors.

15. U.S. Government End Users

The Services and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

16. Trademark Policy

Nokia is a registered trademark of Nokia Corporation. Other product and company names mentioned on the Nokia WiFi website (“**Website**”), the Licensed Application, and/or the Device product materials may be trademarks or trade names of their respective owners. Your access to the Website and/or use of the Licensed Application and/or Device product materials should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any marks appearing on the Website, the Licensed Application, and/or the Device product materials without the prior written consent of the Licensor or the third party owner thereof. Without limiting the generality of the foregoing, you are prohibited from using any such marks as a hyperlink to the Website or any other Licensor website.

17. Partial Invalidity

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances is, to any extent, held to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18. Choice of Law

The laws of the State of New York, excluding its conflicts of law rules, govern this license and Your use of the Services, including, without limitation, its construction, interpretation, performance, and enforcement, except if You are using the Services outside of North America or South America, in which case the laws of France govern all matters arising out of or relating to this Agreement. Your use of the Services may also be subject to other local, state, national, or international laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

All disputes between the parties will be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators designated in conformity with the Rules. In cases where the laws of State of New

York apply, the arbitration must take place in New York, New York. In cases where the laws of France apply, the arbitration must take place in Geneva, Switzerland. Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND LICENSOR ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, Licensor will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

19. Additional End-User Terms Required by Apple

You acknowledge and agree that

- (i) This Agreement is concluded between You and Licensor, and not Apple, Inc. (“**Apple**”).
- (ii) Licensor and its licensors, and not Apple, are solely responsible for the Licensed Application.
- (iii) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the Licensed Application.
- (iv) In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify Apple and Apple will refund the purchase price You paid for the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application.
- (v) Apple is not responsible for any claims that You or any third party have relating to the Licensed Application or Your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third-party claim that the Licensed Application infringes that third party's intellectual property rights.
- (vi) Apple and its subsidiaries are third party beneficiaries of this Agreement and, upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) as third party beneficiary to enforce this Agreement against You.

20. Entire Agreement

This is the entire agreement between Licensor and You relating to the Services, and it supersedes any prior representations, discussions, undertakings, end-user agreements, communications, or advertising relating to the Services.

END OF TERMS OF SERVICE