

# ASA ELECTRONICS LLC

## TERMS & CONDITIONS & END USER LICENSE AGREEMENT

**IMPORTANT: READ ALL INSTRUCTIONS AND WARNINGS CAREFULLY BEFORE  
INSTALLING OR USING THE VOYAGER® 270 or 360 OBSERVATION SYSTEM**

### **Important Safety Information**

READ ALL INSTRUCTIONS AND WARNINGS CAREFULLY  
BEFORE INSTALLING OR USING  
THE VOYAGER® 270 and 360 OBSERVATION SYSTEMS



### **Important safety information; check your surroundings for safety**

BLIND SPOTS. BE AWARE – Due to the stitching of camera views, blind spots do exist.

BLURRY, DISTORTED AND/OR DOUBLE VIEWS of objects can appear on the monitor  
due to the location and height of the camera.

DO NOT RELY SOLELY ON THIS SYSTEM – USE MIRRORS, PROCEED CAUTIOUSLY  
AND BE PREPARED TO STOP.

OBJECTS IN CAMERA/MONITOR VIEW ARE CLOSER THAN THEY APPEAR.

**FAILURE TO FOLLOW ALL INSTRUCTIONS AND WARNINGS BEFORE USING THE  
VOYAGER® 270 OR 360 OBSERVATION SYSTEM AND/OR IMPROPER USE COULD  
RESULT IN SERIOUS PERSONAL INJURY, INCLUDING DEATH AND/OR PROPERTY  
DAMAGE.**

**WARNING: CAREFULLY READ AND FOLLOW ALL INSTRUCTIONS, WARNINGS AND  
ACCOMPANYING DOCUMENTATION BEFORE INSTALLATION AND DURING EACH  
USE OF YOUR VEHICLE AND THE VOYAGER OBSERVATION SYSTEM.**

**DANGER: YOU MUST OBSERVE YOUR SURROUNDINGS PRIOR TO USE OF THE  
VOYAGER 270 OR 360 OBSERVATION SYSTEM AND AT ALL TIMES BEFORE AND  
DURING OPERATION.**

**WARNING: THE VOYAGER OBSERVATION CAMERAS, SOFTWARE MODULE, CABLES AND MONITOR (OBSERVATION SYSTEM) CONSIST SOLELY OF A PRECAUTIONARY WARNING AND COMPRISE A SECONDARY SAFETY CHECK FOR YOUR CONVENIENCE ONLY. USE OF THE DEVICE/SYSTEM IS NOT A SUBSTITUTE FOR REGULAR OBSERVANCE OF SAFE AND LAWFUL DRIVING PRACTICES AND OBSERVANCE OF TRAFFIC LAWS. DO NOT DRIVE DISTRACTED. DO NOT USE/INSTALL THE SYSTEM IN A LOCATION IN A VEHICLE THAT DISTRACTS THE DRIVER AND/OR IS NOT LEGALLY PERMISSIBLE AND IN THE DRIVER'S DIRECT LINE OF SIGHT.**

**WARNING: THE VOYAGER SYSTEM'S SOFTWARE STITCHES THE CAMERA VIEWS TOGETHER. DUE TO VIEWING ANGLES, BLIND SPOTS DO EXIST. BE VERY CAREFUL IN OPERATING THIS VEHICLE AND DO NOT RELY SOLELY ON THIS TOOL.**

**WARNING: YOU ARE SOLELY RESPONSIBLE FOR THE OPERATION OF YOUR VOYAGER OBSERVATION SYSTEM AND TO ENSURE IT IS IN PROPER WORKING CONDITION. CAMERAS MAY HAVE DIRT AND DEBRIS ON THEM AND MAY NEED CLEANED.**

**WARNING: DO NOT OPERATE YOUR VEHICLE OR INSTALL THE VOYAGER 270 OR 360 OBSERVATION SYSTEM OR USE THE SYSTEM WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. DOING SO MAY RESULT IN SERIOUS PERSONAL INJURY AND/OR PROPERTY DAMAGE.**

**WARNING: OBJECTS IN CAMERA/MONITOR VIEW ARE CLOSER THAN THEY APPEAR.**

**IMPORTANT: Views of the cameras may vary due to mounting location, mounting heights, environmental and other factors. The views can appear distorted, double stitched or blurry. Blind spots where the camera views are stitched together are created and cannot be eliminated. The manufacturer initially calibrates the system with calibration maps. Improper calibration can result in distorted, blurry or zero view on the monitor. Connection issues can be caused by improper and/ or deteriorated cabling connecting the cameras, software module and monitor of the system. Issues like this may result in poor or zero visibility. Therefore, Company disclaims all liability for loss of picture on the monitor, blurry views, distorted views, double views, blind spots, dirt on camera(s) or inoperability of the VOYAGER 270 or 360 Observation SYSTEM, poor workmanship or services provided by third parties. Company also disclaims all liability in connection with the actions of third parties including any unauthorized use/access and/or privacy breach.**

This Terms and Conditions and End User License Agreement (" **Agreement**") is a binding agreement between you (" **End User**" or "**you**") and ASA ELECTRONICS LLC, its subsidiaries and affiliates (collectively "**ASA**," "**We**," or "**Company**"). This Agreement governs your use of the VOYAGER 270 or 360 Observation SYSTEM (the "**Device**") and associated device software and/or the hardware, (including all associated software components, software licensed by ASA from third parties, if any and related/associated documentation, collectively the "**System**"). Any System software is licensed, not sold, to you.

BY DOWNLOADING/INSTALLING/USING THE **SYSTEM**, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS **TERMS**. IF YOU DO NOT AGREE TO THESE **TERMS**, DO USE AND OPERATE THE **DEVICE/SYSTEM**.

1. Limited License. Subject to the **terms** of this Agreement and our Privacy Policy, Company grants you a limited, non-exclusive, non-sublicensable, non-assignable and nontransferable license to:

(a) install the **System** for your use in a single vehicle owned or otherwise controlled by you (“**Vehicle**”) strictly in accordance with the **System**’s documentation; and

(b) use the System in a single Vehicle.

2. License Restrictions. Licensee shall not:

(a) copy the **System**, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the **System**;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the **System** or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the **System**, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the **System**, or any features or functionality of the **System**, to any third party for any reason, including by making the **System** available on a network (except as otherwise permitted by the Agreement) where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the **System**;

3. Reservation of Rights. You acknowledge and agree that the **System** is provided under license, and not sold, to you. You do not acquire any ownership interest in the **System** and/or its underlying source code under this Agreement, or any other rights thereto other than to use the **System** in accordance with the license granted, and subject to all **terms, conditions**, and restrictions, under this Agreement. Company and its licensors, vendors and service providers reserve[s] and shall retain their entire right, title, and interest in and to the **System**, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. The System does not collect personally identifiable information about you and we do not sell any non-personally identifiable information. Any information that you provide to us or that may be collected about you, if any, through access to and use of the System is subject to our Privacy Policy, the terms of which are hereby incorporated by reference into this Agreement. We encourage you to read and become familiar with our Privacy Policy.

By installing the System you agree to be bound by and agree to required third party terms and conditions, if any, and all applicable third party privacy policies.

5. Updates. Company may from time to time in its sole discretion develop and provide **System** updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

You shall promptly download and install all Updates and acknowledge and agree that the **System** or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the **System** and be subject to all **terms** and **conditions** of this Agreement.

6. Third-Party Materials. The **System** may display, include, or make available third-party content (including data, information, **applications**, and other products, services, and/or materials), including third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ **terms** and **conditions**.

7. Term and Termination.

(a) The **term** of Agreement commences when you install the **Device and System**/acknowledge your acceptance and will continue in effect until terminated by you or Company as set forth in this [Section 7](#).

(b) Company may terminate this Agreement at any time without notice if it ceases to support the **System**, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the **terms** and **conditions** of this Agreement.

(c) Upon termination for any reason:

- (i) all rights granted to you under this Agreement will also terminate; and
- (ii) you must cease all use of the **System**.

(d) Termination will not limit any of Company’s rights or remedies at law or in equity.

8. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THE DOCUMENTATION ACCOMPANYING THE **DEVICE**, THE **DEVICE** AND **SYSTEM** ARE PROVIDED TO LICENSEE “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, VENDORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE **DEVICE** AND **SYSTEM**, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE **DEVICE** OR

**SYSTEM** WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, DEVICES, SYSTEMS, VEHICLES 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.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, VENDORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE **DEVICE** OR **SYSTEM** INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE **DEVICE**.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY 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.

10. Indemnification. You agree to indemnify, defend, and hold harmless Company 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 reasonable attorneys' fees, arising from or relating to your use or misuse of the **Device** and/or **System** or your breach of this Agreement.

11. Export Regulation. The **System** 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 **System** to, or make the **System** accessible from, any 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 **System** available outside the US.

12. US Government Rights. The **System** is commercial computer software, as such **term** is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the **System** as are granted to all other end users under

license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

13. Severability. If any provision of this Agreement 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 Agreement will continue in full force and effect; provided, however, that if any fundamental **term** or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

14. Governing Law & Jurisdiction. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration conducted in the State of Indiana before one arbitrator selected by Company. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on any award shall be binding, final and entered in any court of competent jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Indiana, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs.1-16). The applicable Federal and/or State Rules of Evidence shall govern any such arbitration proceeding

15. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE **DEVICE AND/OR SYSTEM** MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Entire Agreement. This Agreement constitutes the entire agreement between you and Company with respect to the **Device/System** and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the **Device/System**.

17. 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 Agreement and any applicable purchase or other **terms**, the **terms** of this Agreement shall govern.

Effective Date: November 22, 2022