

MultiOne License Agreement

SOFTWARE END USER LICENSE AGREEMENT

This software end user license agreement (“Agreement”) is a legal and binding agreement between you (either an individual or an entity) and Philips Lighting B.V., a Dutch limited liability company, with its principal office at High Tech Campus 45, 5656 AE Eindhoven, the Netherlands (“Philips Lighting”). This Agreement gives you the right to use certain software, including user documentation (“Software”) together with a Philips Lighting product or such device as prescribed by Philips Lighting (“Device”). By downloading, installing or otherwise using the Software, you accept and agree to be bound by all of the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not download, install or otherwise use the Software.

1. Grant of License

This Agreement grants you a non-exclusive, nontransferable, non-sub licensable license to install and use, on a Device, one (1) copy of the specified version of the Software in object code format as set out in the user documentation solely for your personal use. The Software is “in use” when it is loaded into the temporary or permanent memory (i.e. RAM, hard disk, etc.) of the Device

2. Ownership

The Software is licensed and not sold to you. This Agreement grants you only the right to use the Software, but you do not acquire any rights, express or implied, in the Software other than those specified in this Agreement. Philips Lighting and its licensors retain all right, title, and interest in and to the Software, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, other than as expressly set forth herein, you may not copy the Software without prior written authorization of Philips Lighting, except that you may make one (1) copy of the Software for your back-up purposes only.

3. License Restrictions

Except as provided otherwise herein, you shall not rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Software. You shall not, and you shall not permit any third party, to reverse engineer, decompile, or disassemble the Software, except to the extent that applicable law expressly prohibits the foregoing restriction. You may not remove or destroy any product identification, copyright notices, or other proprietary markings or restrictions from the Software. All titles, trademarks, and copyright and restricted rights notices shall be reproduced on your back up copy of the Software. You may not modify or adapt the Software, merge the Software into another program or create derivative works based upon the Software.

4. Third Party Disclaimer and Limitations WM-DRM

WM-DRM: Content providers are using the Microsoft digital rights management technology for Windows Media (“WM-DRM”) to protect the integrity of their content (“Secure Content”) so that their intellectual property, including copyright, in such content is not misappropriated. Portions of the Software and other third party applications (“WM-DRM Software”) may use WM-DRM to transfer or play Secure Content. If the WM-DRM Software’s security has been compromised, owners of Secure Content (“Secure Content Owners”) may request that Microsoft revoke the WM-DRM Software’s right to copy, display, transfer and/or play Secure Content. Revocation does not alter the WM-DRM Software’s ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components distributed with the Software (“WM-DRM Upgrades”) before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software used by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade.

5. Open Source Software

(a) The Software may be accompanied by components that are subject to Open Source Terms, such components are only subject to their own license conditions and this Agreement does not apply to such components.

(b) Your license rights under this Agreement do not include any right or license to use, distribute or create derivative works of the Software in any manner that would subject

PHILIPS

the Software to Open Source Terms. “Open Source Terms” means the terms of any license that require as a condition of use, modification and/or distribution of a work, the making available of source code or other materials preferred for modification, and/or the granting of permission for creating derivative works, and/or the reproduction of certain notices or license terms in derivative works or accompanying documentation, and/or the granting of a royalty-free IP license to any party.

6. Termination

This Agreement shall be effective upon installation or first use of the Software and shall terminate (i) at the discretion of Philips Lighting, due to your failure to comply with any term of this Agreement; or (ii) if any fee charged by Philips Lighting for continued use is not paid in due time; or (iii) upon destruction of all copies of the Software and related materials provided to you by Philips Lighting hereunder. Philips Lighting’s rights and your obligations shall survive the termination of this Agreement.

7. Upgrades

Philips Lighting may, at its sole option, make upgrades to the Software available by general posting on a website or by any other means or methods. Such upgrades may be made available pursuant to the terms of this Agreement or the release of such upgrades to you may be subject to your acceptance of another agreement.

8. Support Services

Philips Lighting is not obligated to provide technical or other support (“Support Services”) for the Software. If Philips Lighting does provide you with Support Services, these will be governed by separate terms to be agreed between you and Philips Lighting.

9. Limited Software Warranty

Philips Lighting provides the Software ‘as is’ and without any warranty except that the Software will perform substantially in accordance with the documentation accompanying the Software for a period of 3 (three) months after your first download, installation or use of the Software, whichever occurs first. Philips Lighting’s entire liability and your exclusive remedy for breach of this warranty shall be, at Philips Lighting’s option, either (i) return of the price paid by you for the Software (if any); or (b) repair or replacement of the Software that does not meet the warranty set forth herein and that is returned to Philips Lighting with a copy of your receipt. This limited warranty shall be void if failure of the Software has resulted from any accident, abuse, misuse or wrongful application. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This limited warranty shall not apply to you if the Software was provided to you free of charge.

10. NO OTHER WARRANTIES

Except as set forth above, Philips Lighting does not warrant that the Software will operate error free or uninterrupted, or will meet your requirements. You assume all responsibilities

for selection of the Software to achieve your intended results, and for the installation of, use of, and results obtained from the Software. To the maximum extent permitted by applicable law, Philips Lighting disclaims all warranties and conditions, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and accuracy or completeness of results with respect to the software and the accompanying materials. There is no warranty against infringement. Philips Lighting does not warrant that you will be able to download, copy, store, display, transfer, and/or play secure content.

11. LIMITATION OF LIABILITY

Under no circumstances will Philips Lighting, its associated companies or its licensors be liable for any consequential, special, indirect, incidental or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, business interruption, loss of business information, loss of data, loss of use or other pecuniary loss, even if Philips Lighting, its associated companies or its licensors have been advised of the possibility of such damages. In no event shall Philips Lighting’s aggregate liability for damages arising out of this Agreement exceed the greater of the price actually paid by you for the Software or five euro (€ 5.00).

12. Trademarks

Philips Lighting names used in this Agreement, the Software, and the user documentation may constitute trademarks of Philips Lighting, its licensors or other third parties. You are not authorized to use any such trademarks.

13. Export Administration

You agree that you will not directly or indirectly, export or re-export the Software to any country for which the United States Export Administration Act, or any similar United States’ or EU or any EU Member State’s law or regulation requires an export license or other government approval, unless the appropriate export license or approval has first been obtained. By downloading or installing the Software you agree to abide by this export provision.

14. Governing law

This Agreement is governed by the laws of the Netherlands, without reference to its conflict of laws principles. Any dispute between you and Philips Lighting regarding this Agreement shall be subject to the exclusive jurisdiction of the courts of the Netherlands, provided that Philips Lighting may enforce its or its licensors’ intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief.

15. General

This Agreement contains the entire agreement between you and Philips Lighting and supersedes any prior representation, undertaking or other communication or advertising with respect to the Software. If any part of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

PHILIPS