

## **Bushnell Trail Camera App End User License Agreement**

This End User License Agreement (“Agreement”) is made and entered into by and between Vista Outdoor Sales, LLC and Bushnell Holdings, Inc. dba Bushnell (collectively referred to as Bushnell), a Delaware corporation with offices located at 9200 Cody Street, Overland Park, Kansas 66214 (the “*Company*”; also referred to as “We” or “Our”) and the individual that enters their name and email address associated with the Product with which this Agreement is associated in the provided locations and checks the box at the bottom of this Agreement indicating acceptance of the terms hereunder (either “*Authorized User*” or a “*Client*”, and in either case, also referred to as “*You*” or “*Your*”), as of the date set forth on the time-stamp collected when accepting this Agreement in the foregoing manner (the “*Effective Date*”).

**THIS AGREEMENT GOVERNS YOUR RIGHTS AND RESPONSIBILITIES RELATING TO ACCESS AND USE OF THE SERVICES MADE AVAILABLE BY THE COMPANY.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE, A WAIVER OF JURY TRIAL AND A WAIVER OF CLASS ACTION TYPE RELIEF.**

**BY ENTERING YOUR NAME AND EMAIL ADDRESS OF THE PRODUCT WITH WHICH THIS AGREEMENT IS ASSOCIATED AND CHECKING THE BOX AT THE BOTTOM OF THIS AGREEMENT INDICATING YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY ALL TERMS OF THIS AGREEMENT. YOU MUST REVIEW AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE YOU MAY ACCESS AND USE THE SERVICES. IF YOU DO NOT AGREE WITH ANY OF THE TERMS BELOW, YOU MAY NOT USE THE SERVICES.**

**IF YOU ARE ENTERING INTO THIS AGREEMENT AS A REPRESENTATIVE OF A BUSINESS (REFERRED TO AS A “CLIENT” HEREUNDER), YOUR ACCEPTANCE IN THE FORM MENTIONED ABOVE REPRESENTS THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT RELATING TO YOUR OWN ACCESS AND ALSO HAVE THE AUTHORITY TO BIND SUCH CLIENT TO THIS AGREEMENT INCLUDING ALL OF THE TERMS AND CONDITIONS HEREIN, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL ALSO REFER TO SUCH CLIENT FOR WHICH YOU ARE A REPRESENTATIVE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS BELOW OR DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT ON BEHALF OF A CLIENT AND NEITHER YOU NOR ANY OTHER INDIVIDUAL REPRESENTING THE CLIENT MAY USE THE SERVICES.**

**NOTWITHSTANDING THE FOREGOING, YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A COMPETITOR OF THE COMPANY OR FOR ANY MONITORING, BENCHMARKING OR COMPETITIVE PURPOSES.**

**WHEREAS**, the Company is the owner of the *Bushnell* brand (“**Company Brand**”) and creator of the related products (“**Products**”) further described in **Exhibit A** hereto, and the related software application that it provides as a software-as-a-service offering to its customers and authorized resellers (the “**Services**”) and that is the basis of the terms and conditions of this Agreement relating to the Services hereunder; and

**WHEREAS**, this Agreement includes the terms and conditions under which You as an owner or authorized user of such Product may use the Services upon acceptance of such terms and conditions in the aforementioned manner.

**NOW THEREFORE**, for the mutual promises contained herein and for other good and valuable consideration set forth herein, the parties agree as follows:

1. Definitions. The following terms shall have the meanings specified below. Other terms that are capitalized in this Agreement shall have the meanings ascribed to them in the body of this Agreement.

“**Authorized User**” means any individual person that either (i) has purchased or otherwise has the valid right to use a Product and that has accepted the terms of this Agreement in the manner specified hereunder, or (ii) acts as an authorized representative of with authority from a Client that has purchased or otherwise has the valid right to use a Product and that has accepted the terms of this Agreement in the manner specified hereunder both individually on such person’s behalf and also as a representative of such Client.

“**Client**” means any a company or other entity that purchases a Product from the Company or from one of the Company’s authorized resellers (whether as a branded or white labeled product) or as a downstream purchaser and that has a representative individual accept the terms of this Agreement on its behalf.

“**Third Party Materials**” means any product or service (regardless of whether it is web-based, mobile-based, offline or in any other form) that was not created by or for the Company and is not owned by the Company, and that is embedded in or linked to any of the Services to enable its core functionality or enhanced features, and all related intellectual property rights that are not owned by the Company including but not limited to the trademarks that are used in conjunction with or as part of the Services (if any).

“**User Data**” or “**Your Data**” means all information that You input to the Services or create as a result of using the Services for, or in relation to, You or the Client that You are representing, or that is otherwise generated or gathered or processed on Your behalf or Client’s behalf including, without limitation any personal information provided by or for such Client or Authorized Users (if any).

## 2. Provision of Services Generally; Customer Support.

Subject to the terms and conditions of this Agreement, Company hereby grants to Authorized User (and Client if applicable) a limited, personal and non-assignable, non-exclusive,

non-transferable, non-sublicenseable, right to access and use the Services and display the Company Brand solely (i) in conjunction with use of a Product, (ii) during the period in which such Authorized User (and Client if applicable) owns or otherwise has the valid right to use the Product, and (iii) for such Authorized Users personal use (and Client's benefit if applicable). For avoidance of doubt, the right granted to the Authorized User (and Client if applicable) in the previous sentence shall terminate upon the sale or other transfer of the Product associated with the Authorized User's name and email address upon acceptance of this Agreement to another person or entity that does not authorize such Authorized User to use it thereafter.

The Company reserves the right in its sole discretion to (i) amend, modify or withdraw any portion of the Services, or (ii) cease providing any portion or all of the Services, in each case at any time and for any reason. Any and all requests for customer support relating to the Services should be directed to the Company using the contact information provided for herein. For avoidance of doubt, this Agreement between the Company and Authorized User (and Client if applicable) shall not restrict the Company from providing or performing the same or similar services for any third party.

### 3. Ownership of Services; License to User Data.

The Company owns and shall continue to own all portions and aspects of the Services (except for Third-Party Materials that are part of such Services, which shall be owned by the respective third party owners). As between the parties, the Authorized User (and Client if applicable) acknowledges that the Services, all copies of all portions and aspects of the Services, all derivative works, compilations, and collective works involving any portion or aspect of the Services, and all design features, know-how and trade secrets and all other confidential and proprietary materials of the Company are and shall remain the sole and exclusive property of the Company. The Client or Authorized User has no rights in or to the Services except as expressly granted in this Agreement. The Company reserves to itself all rights to the Services not expressly granted to the Authorized User (and Client if applicable) under this Agreement.

Authorized User (and Client if applicable) hereby grants to the Company a perpetual, irrevocable, worldwide, royalty free, fully paid up, transferable, sublicenseable, right and license to host, access, copy, transmit, display use and otherwise exploit User Data, (i) as necessary for the Company to provide the Services in accordance with this Agreement, and (ii) other than personal data, as part of improvements to the Services and relating offerings to other customers. For avoidance of doubt, even if a Client or Authorized User (or Client if applicable) ceases to own or otherwise possess a Product terminating the license, the license to Company relating to User Data specified in this Section 3 herein shall survive such termination.

4. Usage Limits. Only an Authorized User (individually, and if also an authorized representative of a Client, also as representative of such Client) may access the Services with the associated UserID and password of such Authorized User and may not be shared with any other individual. An Authorized User representing a Client may be reassigned to a new individual replacing one who no longer has authorization as representative of the Client to use the Services.

### 5. Responsibilities.

*Authorized User:* You will (a) be responsible for Your compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of the data You supply to the Services including the means by which You acquired Your Data and Your use of Your Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify the Company promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement and all applicable laws and government regulations, and (e) comply with terms of service relating to any portion of all of the Third-Party Materials which You use are part of or in conjunction with such Services. You hereby agree that, if You are provided with the authority and privileges to act on behalf of the Client, You hereby agree that all terms and conditions of this Agreement shall be equally applicable to such Client with which you are associated.

*Client:* You will (a) be responsible for your Authorized Users' compliance with the terms and conditions of this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with our Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify the Company promptly of any such unauthorized access or use, (d) use Services (and ensure your Authorized User shall use the Services) only in accordance with this Agreement and all applicable laws and government regulations, and (e) comply with terms of service relating to any portion of all of the Third-Party Materials which You use are part of or in conjunction with such Services.

**6. Usage Restrictions.** The Authorized User (and Client if applicable) agrees not to and shall not: (a) make the Services available to, or use the Services for the benefit of, anyone other than such Authorized User (and Client if applicable), (b) sell, resell, license, sublicense, distribute, rent or lease the Services, or include it in a service bureau or outsourcing offering, (c) use the Services to store or transmit or promote infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit or promote material in violation of third-party privacy rights, (d) use the Services to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Services or any data contained therein, (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) permit direct or indirect access to or use of the Services in a way that circumvents any contractual restriction found herein, (h) copy or replicate the Services or any part, feature, function or user interface thereof, (i) frame or mirror any part of the Services, other than use of such Services for Authorized User's own personal use or if representative of a Client, for Client's internal business uses, (k) access the Services for the purpose of monitoring availability or functionality, benchmarking, or otherwise assist with the creation and/or evaluation of any competitive service to the Services, or (l) reverse engineer the Services (to the extent such restriction is permitted by law).

**12. Protection of User Data.** The Company will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the User Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of the User Data by the Company's personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as

compelled by law in accordance with Section 16 (Compelled Disclosure) below, or (c) as part of aggregated, anonymized information relating to our Clients and Authorized Users of the Services.

13. Client and Authorized User Responsibility for Data. You will (a) be responsible for Your compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of the User Data that You input to the Services by or on behalf of yourself (or the Client if applicable) and the means by which You acquired such data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services using your login information, and notify the Company promptly of any such unauthorized access or use, and (d) use the Services only in accordance with the Agreement and applicable laws and government regulations.

14. Third Party Materials. The Services include Third Party Materials and/or features designed to interoperate with Third Party Materials. To use such features, You may be required to agree to additional terms and conditions that only pertain to such Third Party Materials in order to obtain access to such Third Party Materials from providers of such products and services, and may be required to grant access to the Company to Your account(s) associated with such Third Party Materials. The Company cannot guarantee the continued availability of the features or the interoperability of such Third Party Materials with the Services, and may cease providing and/or supporting such features without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of Third Party Materials ceases to make the Third Party Materials available in a manner acceptable to the Company and the Company correspondingly takes action to block or prevent the use of such Third Party Materials with the Services. Any usage by You of such Third Party Materials, and any exchange of data between You and any Third Party Materials provider in relation to any such third party product or service, is solely between You and the applicable Third Party Materials provider. The Company does not warrant or support, and is not liable for, any Third Party Materials that are used in conjunction with or as part of the Services or any data You exchange with the provider of such Third Party Materials or to the Third Party Materials, whether or not such Third Party Materials are designated by the Company as interoperable with the Services. If You choose to use any Third Party Materials in conjunction with one or more of the Services, You grant the Company permission to allow the provider of the Third Party Materials to access Your Data through such Third Party Materials as required for the interoperation of such Third Party Materials with the Services. The Company is not responsible for any use, disclosure, modification or deletion of Your Data resulting from access by such provider of any Third Party Materials or the Third-Party Materials, or otherwise.

15. Confidentiality. Each party agrees: (i) to use the confidential information of the other party (the “**Disclosing Party**”) only for the purposes associated with, and in accordance with, the terms and conditions of the Agreement; (ii) to use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care consistent with its past practices and any applicable laws, and to safeguard the Disclosing Party’s confidential information that is provided to it; and (iii) to only disclose confidential information provided by the Disclosing Party only, as allowed, to (1) employees, agents, affiliates and subcontractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written or ethical obligation to keep such information confidential and using standards of confidentiality not less restrictive than those required by the Agreement, or (2) if required by law or regulatory authorities, provided the party which has received the confidential information has given the Disclosing Party prompt notice

before disclosure so that it may perform actions in an attempt to prevent disclosure at its sole option. Each party will protect from disclosure any confidential information disclosed by the other party for a period commencing upon the disclosure date until three (3) years thereafter.

16. Compelled Disclosure. Each party may disclose confidential information of the other party to the extent compelled by law to do so, provided that prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, is given if the party wishes to contest the disclosure.

17. **DISCLAIMER OF WARRANTY.** THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OR COVENANT OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR ANY OTHER INFORMATION, MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET AUTHORIZED USERS', OR CLIENTS' OR ANY OF ITS EMPLOYEES' OR CUSTOMERS' REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES AND ANY OTHER MATERIALS INCLUDING THIRD PARTY MATERIALS, SOFTWARE AND/OR INFORMATION PROVIDED BY THE COMPANY ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND THE COMPANY DOES NOT PROVIDE ANY WARRANTIES REGARDING (I) THE ACCURACY OF THE RESULTS OBTAINED THROUGH USE OF ANY OF THE SERVICES, (II) THE ACCURACY OF THE DATA CONTAINED WITHIN ANY OF THE SERVICES, (III) THAT ANY OF THE SERVICES WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, (IV) THE SECURITY OF ANY OF THE SERVICES FROM INTRUSION OR ATTACK, OR (V) THE NETWORK, COMMUNICATIONS LINKS OR INFRASTRUCTURE YOU USE.

18. **LIMITATION ON LIABILITY.** IN NO EVENT SHALL THE COMPANY BE LIABLE TO AUTHORIZED USER OR CLIENT OR ANY THIRD PARTY, FOR ANY LOST REVENUE, PROFIT, OR DATA, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE AMOUNT OF ONE HUNDRED US DOLLARS (\$100) PER AUTHORIZED USER OR CLIENT (IF APPLICABLE).

**19. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

**20. WAIVER OF CLASS ACTION TYPE RELIEF. ALL CLAIMS BROUGHT BY AUTHORIZED USER OR ANY CLIENT MUST BE BROUGHT IN THE AUTHORIZED USER'S OR CLIENT'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR PLAINTIFF IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER ALSO APPLIES TO CLASS ARBITRATION, AND, UNLESS THE COMPANY AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE AUTHORIZED USER'S OR ONE CLIENT'S CLAIMS.**

**21. Indemnification.** The Company will defend the Authorized User (and Client if applicable) against any claim, demand, suit or proceeding made or brought against the Authorized User (or Client) by a third party alleging that the use of the Services in accordance with this Agreement infringes such third party's intellectual property rights, and will indemnify the Authorized User (or Client if applicable) from any damages, reasonable outside attorney fees and costs finally awarded against the Authorized User (or Client if applicable) as a result of, or for amounts paid by the Authorized User (or Client if applicable) under a court-approved settlement of such claim, provided the Authorized User (or Client if applicable) (a) promptly gives written notice of the claim, (b) gives the Company sole control of the defense and settlement of the claim (except that the Company may not settle any claim unless it unconditionally releases the Authorized User, or Client if applicable, of all liability), and (c) gives the Company all reasonable assistance, at the Company's expense. If the Company receives information about an infringement or misappropriation claim related to the Services, the Company may in its discretion and at no cost to the Authorized User (or Client if applicable) (i) modify the Services so that it no longer infringes or misappropriates, without breaching the Company's warranties, (ii) obtain a license for the Authorized User's (or Client's if applicable) continued use of the Services in accordance with this Agreement, or (iii) terminate the Authorized User's (or Client's if applicable) authorization to use the Services upon thirty (30) days' written notice. The above defense and indemnification obligations do not apply to the extent a claim arises from the Authorized User's (or Client's) breach of this Agreement and/or gross negligence or willful misconduct.

The Authorized User (or Client if applicable) will defend the Company against any claim, demand, suit or proceeding made or brought against the Company by a third party alleging that the Authorized User's (or Client if applicable) User Data, or its use of the Services in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or other rights or violates applicable law, and will indemnify the Company from any damages, reasonable outside attorney fees and costs finally awarded against the Company as a result of, or for any amounts paid by the Company under a court-approved settlement of such claim, provided the Company (a) promptly gives the Authorized User (or Client if applicable) written notice of the

claim, (b) gives the Authorized User (or Client if applicable) sole control of the defense and settlement of the claim (except that the Authorized User, or Client if applicable, may not settle any claim unless it unconditionally releases the Company of all liability), and (c) gives the Authorized User (or Client if applicable) all reasonable assistance, at the Authorized User's (or Client's if applicable) expense.

**22. Term and Termination.** This Agreement, and the rights to access and use the Services commences on the Effective Date and continues unless earlier terminated by Company because (i) the Authorized User (or Client if applicable) no longer has possession of a Product that was originally sourced from the Company or one of the Company's authorized resellers or (ii) the Product that was originally sourced from the Company or one of its authorized resellers no longer operates and is either not capable of being fixed or being capable of being fixed is not fixed or otherwise operable (it being understood that such Product is later fixed and rendered to be operable, this Agreement will be deemed reinstated and the related terms and conditions to apply thereto), (iii) You breached a term of this Agreement, or (iv) with respect to Authorized Users (and Clients, if applicable) that signed up for use of a reseller branded version of the Services through purchase or use of a Product that was originally sourced from such reseller, upon the termination of the agreement between the Company and such reseller (after which, continued use of the Services requires You to register for a new account on Company's website and/or cell phone application). The Company may terminate this Agreement for any reason and at any time immediately by revoking Authorized User's (or Client's if applicable) access to the Services. For avoidance of doubt, Your rights under this Agreement will immediately terminate if you do not comply with any term of this Agreement. At the time of any termination of this Agreement, you will immediately cease all use of the Services.

**23. Dispute Resolution.** In connection with any dispute between the parties arising from this Agreement, the Parties shall attempt to resolve such dispute by utilizing the procedure specified in this Section 23 herein.

(a) *Negotiation by Individuals:* To commence resolution of a dispute, either party may send written notice (“**Notice**”) to the other party containing a concise summary of the dispute and requesting negotiations. Within seven (7) days following receipt of such Notice by the other party, each party will make such investigation as each deems appropriate and will promptly, but in no event later than thirty (30) days from the date of the Notice, communicate to attempt to further resolution of the dispute. If the dispute has not been resolved within forty five (45) days of the first communication between the parties in furtherance of resolving the dispute, an arbitration proceeding may be commenced by either party, as set forth immediately below in Section 23(b) below.

(b) *Arbitration:* Arbitration shall commence upon written notice (“**Arbitration Notice**”) by either party to the other and to the Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) office in Johnson County, Kansas or, if such office does not exist or deemed not available, any JAMS office nearest to such location. Such dispute shall be conducted before a single arbitrator. Such arbitrator shall be a lawyer knowledgeable and experienced in the field of software licensing, and shall not be affiliated with either party, or otherwise have any current or previous relationship or association with either party. Each party shall designate in writing a list

of potential arbitrators within thirty (30) days of the Arbitration Notice. The parties consent to use any arbitrator whose name appears on both parties' list of potential arbitrators, subject to the arbitrator's availability. If no arbitrator appears on both parties' lists, or if the parties cannot agree on an arbitrator within sixty (60) days of the Arbitration Notice, the arbitrator shall be selected by JAMS. After an arbitrator is selected, the parties shall promptly consult with the arbitrator to determine the details of the arbitration process including a schedule and the dates and location of the arbitration hearing. The arbitrator's decision shall be final and legally binding on both parties and judgment may be entered thereon in any court of competent jurisdiction. The arbitration shall be governed by the applicable JAMS rules, including the Comprehensive Arbitration Rules and Procedures, applicable at the time of the Notice of Arbitration. Each party shall be responsible for its share of the costs of the arbitration hearing as specified in the JAMS rules. In the event a party fails to participate in the arbitration after having been provided Notice, unsuccessfully challenges the arbitrator's decision, or fails to comply with the arbitrator's decision, the other party is entitled to costs of the associated litigation, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

**24. General.** This Agreement and all its part are governed by the laws of the State of Kansas, without reference to its principles of conflicts of laws. Each party hereby expressly consents to the personal jurisdiction of either the state or Federal courts in Johnson County, Kansas. The U.N. Convention on Contracts for the International Sale of Goods does not apply. The Company may freely assign this Agreement, without consent. The Authorized User (and Client if applicable) may not assign this Agreement. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, proposals, representations and undertakings between the parties in relation to the subject matter hereof (whether written or oral) and may not be modified or amended by the Authorized User (or Client) without the prior written consent of the Company. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by a duly authorized signatory of the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

## **EXHIBIT A**

**Bushnell Trail Cameras** – With the Bushnell Trail Cameras app and Bushnell Cellular Trail Cameras, you have two of the world's smartest, easiest-to-use, and reliable tools to help you hunt better, observe wildlife easier, and keep a watchful eye on your remote property. The Bushnell Trail Cameras app makes it easier than ever for hunters, wildlife observers, and remote property owners to set up and connect to their Bushnell Cellular Trail Camera to receive, view, and sort high-quality images and videos with real-time access anywhere and everywhere you want. You can also change your camera settings via the app from home or work without entering or disturbing your target viewing area.

**{END OF END USER LICENSE AGREEMENT}**