

Universal Remote Control, Inc. (“URC”) End User License Agreement (“EULA”)

INTRODUCTION

You will receive or have received on media or download from www.universalremote.com or www.urcontrolroom.com, certain computer programs for your remote control device (“RCD”) which has been provided by URC.

You should have received the RCD from URC or through one of its authorized Distributors or authorized Dealers.

The above referenced computer programs and any computer code embedded in any RCD is referred to herein as SOFTWARE.

The SOFTWARE including all executable files, programming editors, code libraries, IR databases, RS-232 control code databases, associated DLLs, and device drivers, as well as all updates, revisions, subsets and supplements of the original SOFTWARE and the accompanying user documentation made available by URC, if any, but excluding source code and technical documentation. By installing, copying, downloading, accessing or otherwise using the SOFTWARE, you agree to be bound by the terms herein.

The SOFTWARE is proprietary and confidential to URC and/or its manufacturer.

The SOFTWARE is licensed on the terms of this EULA, at no charge, unless otherwise indicated by URC on www.universalremote.com.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ACCESS, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

If you did not receive the RCD from URC or through one of its authorized Distributors or authorized Dealers, URC can make no assurances that any SOFTWARE will interoperate with the RCD.

You may only use the RCD and the SOFTWARE in accordance with applicable law.

1. GRANT OF LICENSE

URC grants you a limited, non-exclusive, non-transferable and non-assignable license to use the SOFTWARE only in accordance with the programming manual and solely in combination with the appropriate URC device that has been obtained through an authorized source. Use of the SOFTWARE with any URC not obtained through an authorized source is not permitted. Use of the SOFTWARE with other than the applicable RCD is not permitted. No modification of the RCD or the SOFTWARE by any party other than URC is permitted.

2. RESTRICTIONS

URC grants no rights of ownership or title in the SOFTWARE. URC grants no right or interest in and to the SOFTWARE, except as to the limited use rights expressly provided for under this EULA. You may not disassemble, reverse engineer, decompile, translate or otherwise convert the SOFTWARE to any form that can be read and/or understood by humans to the extent that the contents are revealed. The SOFTWARE may contain trade secrets and is confidential and proprietary to URC or its manufacturer. Unauthorized use or disclosure of the SOFTWARE may cause irreparable harm.

THIS SOFTWARE MAY NOT BE GIVEN AWAY, SOLD, TRADED, TRANSFERRED, ASSIGNED, DISTRIBUTED FOR A FEE OR OTHERWISE OR DISSEMINATED TO OTHERS BY ANY MEANS WITHOUT THE EXPRESS WRITTEN CONSENT OF URC.

3. COPYRIGHT & OTHER INTELLECTUAL PROPERTY

The SOFTWARE is protected by U.S. and international laws and treaties, including all applicable copyright laws. The SOFTWARE is licensed, not sold. You may not use the SOFTWARE, except as authorized by this EULA. You may not disclose the SOFTWARE. You may not copy the SOFTWARE and the SOFTWARE is only to be installed on and used with the RCD. The SOFTWARE may be subject to other intellectual property protection under applicable law such as patent protection.

4. INTELLECTUAL PROPERTY INDEMNITY

If you receive a claim that the use of the SOFTWARE infringes a patent, copyright, or other intellectual property right, you will promptly notify URC in writing and give URC all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim. URC, at its own expense and option, will then (1) settle or defend against such claim; (2) procure for you the right to use the SOFTWARE; (3) modify the SOFTWARE to avoid infringement; (4) replace the SOFTWARE to avoid infringement; or (5) remove the infringing SOFTWARE and in the case of such removal only, refund the fee or payment for only for the RCD less a reasonable amount for past use based upon a three (3) year life cycle. Provided such timely notice has been given by you, should any court of competent jurisdiction hold the use of the SOFTWARE constitutes infringement, URC will pay any costs and damages finally awarded on account of such infringement and, if the use of the SOFTWARE is enjoined, URC will take, at its option, one or more of the actions described in Items 2 through 5 of this Clause. The foregoing indemnity will not apply to any item of programming or equipment made to your specification or design or modified or altered in any way or to the use outside the scope of the URC documentation or this EULA. The rights and obligations of the parties with respect to all intellectual property rights are solely and exclusively as stated in this clause.

5. WARRANTY

The Warranty for the RCD is set forth in the Owner's Manual for the RCD. The SOFTWARE is warranted to substantially conform to its functional specifications for the duration of the RCD warranty period.

URC warrants that the RCD and the SOFTWARE comply with all regulations and policies of the Federal Communications Commission ("FCC") regarding electromagnetic interference caused by computing devices as well as other applicable federal and state laws and regulations and, to the extent that any item fails to so comply, URC shall, at its own expense, take all measures necessary to promptly cause such item to comply with the applicable FCC regulations and policies as well as other applicable federal and state laws and regulations.

6. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE RCD AND THE SOFTWARE ARE SUPPLIED 'AS IS' WITHOUT ANY WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, URC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. URC DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, AND YOU RELY ON THE SOFTWARE AND YOUR RESULTS SOLELY AT YOUR OWN RISK.

7. LIMITATION OF DAMAGES/REMEDIES

URC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO ARISE FROM USE OF THE RCD OR THIS SOFTWARE EVEN IF URC'S FAULT CAN BE ESTABLISHED.

URC SHALL NOT BE LIABLE FOR ANY EVENTS OUTSIDE OF ITS CONTROL INCLUDING ANY FORCE MAJEURE EVENTS.

URC SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSION BY YOU OR ANY OTHER PERSON OR ENTITY.

IN NO EVENT SHALL URC BE LIABLE, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES IN EXCESS OF THE GREATER OF US\$ 100.00 OR THE RCD PURCHASE PRICE.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPHS, IN NO EVENT SHALL URC BE LIABLE FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, COMPUTER PROGRAMS OR APPLICATIONS OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE RCD OR THE SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

8. SOLE & EXCLUSIVE REMEDIES

The remedies expressly set forth in the EULA are your sole and exclusive remedies. You may have additional rights under certain laws (such as consumer laws), which do not allow the exclusion of limited warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply to you.

9. TECHNICAL SUPPORT

You are solely responsible for the operation of the RCD and the SOFTWARE. You are responsible to read all instructional material associated with the RCD and the SOFTWARE. URC may, at its sole discretion, provide limited technical support, training, documentation and/or other forms of information applicable to the SOFTWARE. In every case, the technical support, training, documentation and/or other forms of information are offered "AS IS" without warranty of any form. URC may elect to charge for technical support in its sole determination.

10. NOTICE REGARDING OFF-SITE PROGRAMMING

It is the responsibility of an authorized Distributor or an authorized Dealer to obtain your permission before installing and/or activating any feature of the RCD or the SOFTWARE that allows them to monitor, remotely program or otherwise access any part of your system or network. Furthermore, it is your responsibility to be aware of the following:

“With your permission, your installer can enable Off-Site Programming, a feature that will allow his or her company to connect remotely to certain URC devices in order to download, revise and upload the control feature that determines how said device operates.”

“Alternatively, you may elect to not have this feature enabled by your installer.”

“URC has no responsibility or liability for any Off-Site Programming or any remote access by an authorized Distributor, an authorized Dealer, an installer or any other party.”

“Remote access does not provide direct connection to non-URC devices and cannot collect data that reveals your personal identity or individual system usage habits. URC will not be able to access your system unless specifically empowered on a temporary basis by the installation company for the purpose of troubleshooting a technical issue. URC may, however, from time to time, receive a report that indicates an aggregate number of installed units, the brands of devices controlled, etc., anonymously and without revealing any specific information about user identification other than ZIP code and the name of installation company. The remote option is offered as a means for the installer to provide faster and more convenient service.”

11. APPLICABLE LAW

This EULA is governed by the laws of the State of New York, excluding its conflict of law principles.

12. JURISDICTION

Without diminishing the effectiveness of the arbitration clause in this EULA, the parties consent to the jurisdiction of the State or Federal courts having jurisdiction for the County of Westchester, State of New York, USA.

13. ASSIGNMENT

This EULA is not assignable and not transferable, in whole or in part, by you. URC may assign or transfer this EULA or its rights or obligations under the EULA provided that any assignee or transferee assumes any obligations.

14. FORCE MAJEURE

URC shall be excused from performance and shall not be liable for any force majeure. These contingencies include, but are not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure or delay in transportation, act of any government affecting the terms of this EULA, accident, fire, explosion, flood, severe weather or other act of God.

15. CUMULATIVE RIGHTS

The rights and remedies afforded herein to URC are in addition to the rights and remedies available to URC at law and in equity. The contractual provisions herein supplement and do not replace legal protections benefiting URC in respect to the RCD and the SOFTWARE, including, but not limited to legal protections under patent, copyright and trade secret laws.

16. MODIFICATION

The terms of this EULA and the Owner’s Manual may not be modified, except in a signed writing agreed to by URC. No person or party is permitted to act on behalf of URC or bind URC in any way.

17. ENTIRE AGREEMENT

This EULA and the Owner’s Manual constitute the entire understanding and agreement between the parties concerning its subject matter and the agreement with you is limited to the express provisions hereof.

18. NO WAIVER

The failure by URC to exercise any right or remedy provided by this EULA shall not be deemed a waiver or forfeiture of such.

19. NOTICE

Any notice to URC shall be in writing and deemed given when sent by reputable national express courier for immediate delivery, and addressed to URC at 500 Mamaroneck Avenue, Suite 502, Harrison, New York, 10528.

Any such notice must indicate the notice address at which URC may respond to you in the same manner as your notice is given to URC.

20. SEVERABILITY

Should any provision of this EULA be held to be void, invalid, unenforceable or illegal by a competent authority, the validity and enforceability of the other provisions of this EULA shall not be affected thereby. If any provision is determined to be unenforceable, the parties agree to a modification of such provision to provide for enforcement of the provision's intent, to the extent permitted by applicable law.

21. SURVIVAL

The rights and obligations of URC created while this EULA is in effect, in particular, but not limited to, intellectual property rights, disclaimers, indemnity and limitation of liability will survive the termination of this EULA.

22. NO RESALE OR TRANSFER OF RCD/SOFTWARE

In no event shall there be resale or transfer of the RCD or any transfer/assignment of the SOFTWARE by you.

23. ARBITRATION

Any controversy or claim arising out of or relating to this EULA or the formation, validity, breach, termination or cancellation thereof (including, any controversy or claim based upon a state or federal statute) will be settled by binding arbitration, before one (1) arbitrator in accordance with the rules of the American Arbitration Association ("AAA") then in effect and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party, by entering into this EULA to arbitrate, expressly waives: (i) its rights to proceed in any court having jurisdiction over any and all claims, (ii) its rights to a jury trial, (iii) its rights to have any federal or state statutory claims heard in court, and (iv) participation in any class action. The arbitrator will be selected by the parties pursuant to the rules of the AAA then in effect from a roster of U.S. attorney arbitrators experienced with the computer industry or consumer electronic device industry. If not so selected by the parties within thirty (30) days from the commencement of the arbitration, the arbitrator will automatically be appointed by the AAA from its roster of U.S. attorney arbitrators experienced with the computer industry or consumer electronic device industry. Any arbitration shall be held in New York, New York, USA at the offices of the AAA, under New York law. The language of arbitration shall be English. The currency of the award shall be U.S. Dollars. Either party hereto may request that any decision of the arbitrator be a reasoned decision and set forth the findings of fact and conclusions of law upon which the award is based. The arbitrator will have no authority to award punitive, exemplary or special damages or any damages not measured by the prevailing party's actual damages, and may not, in any event, make any finding or award, or grant any relief that does not conform to the terms and conditions of this EULA. The arbitral award shall be final and binding upon both parties. The parties shall share equally the forum and arbitrator costs of the arbitration. Each party shall bear its own attorneys' fees and expenses unless otherwise expressly provided for by an agreement between the parties. Either party may, without waiving any remedy under this EULA, seek from the arbitrator any interim or provisional relief that is necessary to protect the rights or property of that party, pending the final determination by the arbitrator on the merits. Prior to initiation of arbitration, the aggrieved party will give the other party written notice, in accordance with this EULA, describing the claim and amount as to which it intends to initiate arbitration. The parties and arbitrator shall treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential, provided, however, that any award or order rendered by the arbitrator pursuant to the terms of this EULA may be disclosed in any proceeding to confirm the award or order, or enter judgment on the award or order, or to enforce the award or order. No oral depositions/examinations hearing will be allowed. No written depositions will be allowed. No interrogatories shall be allowed. Exchange of documents and materials, as well as any other permitted discovery shall be concluded within thirty (30) days prior to the date set for the first hearing. Production of documents (paper based and electronically stored information ["ESI"]) and materials shall be strictly limited to relevant and material documents and materials. The parties agree that either party raising an attorney-client privilege or work product exception or claiming confidentiality with respect to discovery shall present identification of the document and state

the basis for non-production. No pre-hearing dispositive motions shall be permitted. In the event of any conflict between the express terms of this provision and the rules of the AAA, the express terms of this provision shall control. The hearing shall be held no later than ninety (90) days after the appointment of the arbitrator. Each party shall have no more than fifteen (15) hours to present respective arguments and evidence. The award shall be rendered no later than thirty (30) days following the day on which the hearing is closed. The arbitrator will not be bound by, and this arbitration provision shall not be subject to, the federal, state, or local rules of procedure or evidence.