

# END USER LICENSE AGREEMENT

## OneHome Control and Viewer Software

THIS HOMELOGIC END-USER LICENSE AGREEMENT ("License Agreement") IS A LEGAL AGREEMENT BETWEEN YOU AND HOMELOGIC LLC ("HomeLogic") FOR THE HOMELOGIC SOFTWARE LISTED ABOVE, WHICH INCLUDES COMPUTER SOFTWARE AND ASSOCIATED MEDIA, PRINTED MATERIALS, AND "ONLINE" OR ELECTRONIC DOCUMENTATION (THE "Software Product").

READ THIS LICENSE AGREEMENT CAREFULLY BEFORE YOU CLICK ON THE "I ACCEPT" BUTTON BELOW. BY CLICKING ON THE "I ACCEPT" BUTTON, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, CLICK ON THE "I DO NOT ACCEPT" BUTTON BELOW.

By using the Software Product, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, do not use the Software Product.

### 1. GRANT OF LICENSE

**a. Software Product:** HomeLogic grants to you as an individual, a personal, nonexclusive license to use one copy of the Software Product for your personal non-commercial use. In the case of HomeLogic Viewer Software you may install as many copies of the Software Product as you like, provided that only one copy of the Software Product is used at the same time.

**b. Electronic Documents:** Solely with respect to electronic documents included with the Software Product, you may make any number of copies, provided that such copies shall be used only for your personal non-commercial use in connection with the Software Product and are not republished or distributed to any third party.

### 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

**a. No Resale or Commercial Use:** Your right to use the Software Product is personal to you. You agree not to resell the Software Product or other materials, or any related information obtained by you, without the express written consent of HomeLogic.

**b. Limitations on Reverse Engineering, Decompilation, and Disassembly:** You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**c. Separation of Components:** The Software Product is licensed as a single product. Its component parts may not be separated for use on multiple HomeLogic systems.

**d. Rental:** You may not rent, lease, or lend the Software Product.

**e. Software Transfer:** You may permanently transfer all of your rights under this License Agreement, provided you retain no copies, you transfer all of the Software Product, and the recipient agrees to the terms of this License Agreement. If the Software Product is an upgrade, any transfer must include all previous versions of the Software Product.

**f. Termination:** Without prejudice to any other rights, HomeLogic may terminate this License Agreement if you fail to comply with the terms and conditions of this License Agreement. In such event you must destroy all copies of the Software Product, including all copies of the documentation.

### 3. OWNERSHIP

All right, title and interest in and to the Software Product (including without limitation any images, text and applets incorporated into the Software Product), the accompanying printed materials and any copies of the Software Product, including without limitation all copyrights and other intellectual property rights embodied therein, are owned by HomeLogic. The Software Product is protected by U.S. copyright laws and international treaty provisions. Therefore, you must treat the Software Product like any other copyrighted material.

### 4. EXPORT RESTRICTIONS

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit any part of the Software Product or related documentation, to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other government entity as may have jurisdiction over such export or transmission.

### 5. DISCLAIMER OF WARRANTIES

THE SOFTWARE PRODUCT IS PROVIDED ON AN "AS IS" BASIS. HOMELOGIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HOMELOGIC MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOMELOGIC SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. Any warranties that are deemed to apply notwithstanding the foregoing disclaimer shall be limited in duration to a period of one (1) year from the date of purchase of the Software Product.

#### **6. LIMITATION OF LIABILITY**

IN NO EVENT SHALL HOMELOGIC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF HOMELOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOMELOGIC'S LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO \$50. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

#### **7. MISCELLANEOUS**

This License Agreement is the complete and exclusive statement of the agreement between you and Home Logic and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this License Agreement. This License Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

PLEASE INDICATE THAT YOU UNDERSTAND AND ACCEPT THESE TERMS BY CLICKING THE "I ACCEPT" BUTTON BELOW. IF YOU DO NOT ACCEPT, INSTALLATION WILL TERMINATE.