



Ray

End User License Agreement

RAY END USER LICENSE AGREEMENT

1. AGREEMENT. This Agreement is a legal agreement between you and Ray Enterprises, Inc., ("Ray") for the Ray software (the "Licensed Software") that is provided in the form of pre-installed, embedded software on the Ray Remote included in this box (the "Device"). By using the Device you agree to be bound by the terms of this Agreement.

2. LICENSE. Subject to the terms and conditions of this Agreement, Ray grants to you a nontransferable, nonexclusive, royalty-free, fully paid, revocable, worldwide license (without the right to sublicense) to use and display the Licensed Software solely for your own personal non-commercial purposes in order to operate the Device.

3. RESTRICTIONS. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise

commercially exploit the Licensed Software or make the Licensed Software available to any third party; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Licensed Software; (c) you shall not access the Licensed Software in order to build a similar or competitive product or service; (d) except as expressly stated herein, no part of the Licensed Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; and (e) any future release, update, or other addition to functionality of the Licensed Software shall be subject to the terms of this Agreement, unless Ray expressly states otherwise.

4. OWNERSHIP. All right, title, and interest, including all intellectual property rights, in and to the Licensed Software shall be owned and retained by Ray or its suppliers. Any

rights not expressly granted by Ray in the Agreement are reserved.

5. DISCLAIMER OF WARRANTIES. THE LICENSED SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS. RAY PROVIDES NO TECHNICAL SUPPORT, WARRANTIES OR REMEDIES FOR THE LICENSED SOFTWARE. RAY AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. RAY DOES NOT WARRANT THAT USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LICENSED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, ALL SUCH

WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DOWNLOAD.

6. LIMITATION OF REMEDIES AND DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER RAY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00)

OR THE AMOUNT PAID BY YOU FOR THE LICENSED SOFTWARE THAT CAUSED SUCH DAMAGE. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

7. TERM AND TERMINATION. This Agreement and the licenses granted hereunder are effective on the date you install or use the Licensed Software and shall continue unless and until this Agreement is terminated by Ray pursuant to this section. Ray may terminate this Agreement immediately upon notice in the event that you materially breach any of the terms hereof. Upon termination, the license granted hereunder shall terminate and you shall immediately destroy any copies of the Licensed Software in your possession, but the terms of this Agreement which are intended to survive termination will remain in effect.

8. EXPORT. The licensed software and related technology are subject to U.S. export control laws and may be subject to export or import regulation in other countries. You agree not to export, reexport or transfer, directly or indirectly any U.S technical data acquired from Ray, or any products utilizing such data in violation of the United States export laws or regulations. You will indemnify and hold Ray harmless from any and all claims, losses, liabilities, damages fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section. Your obligations under this section shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS. Neither the rights nor the obligations arising under this Agreement are assignable by you, and any such attempted assignment or transfer shall be void and without effect. This Agreement shall be governed by and construed in accordance with

the laws of the State of New York and the United States without regard to the conflict of laws provisions therein that would require application of the laws of another jurisdiction. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in New York City with sole venue in the courts located in New York County and each party hereby submits to the personal jurisdiction of such courts, except that Ray may seek relief in any court of competent jurisdiction to protect or enforce its intellectual property and proprietary rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event that any provision of this Agreement is found to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to you may be provided by email. This Agreement constitutes the entire agreement between the parties pertaining

to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly canceled.

Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and agreed to by both parties.

TOTAL SATISFACTION. If you are the original purchaser of the Ray Remote and you are not satisfied with the Ray Remote for any reason, you may return it in its original packaging, undamaged with all its accessories within **fifteen (15) days** of the original purchase date and you will receive a full refund. You **MUST** cover the shipping cost of returning the Ray Remote for this type of return.

LIMITED WARRANTY STATEMENT.

1. Ninety (90) Day Limited Hardware Warranty. Subject to the additional terms and conditions set forth below, Ray provides the following Limited Warranty:

- Only to the person or entity that originally purchased the Ray Remote unit, including the charger from Ray or from one of its authorized resellers or distributors; and
- Only for Ray Remote units purchased and delivered to the end user within the United States

2. Limited Warranty. Ray warrants the Ray Remote hardware ("Device") against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase ("Warranty Period"). If Ray determines that the Ray Remote hardware is defective, Ray will either repair or replace the unit with either a new or a refurbished Ray Remote, at its option. If the Warranty Period has expired or is otherwise not applicable as per the Scope and Limitation on Warranty, we will return the Device to you. More information about this warranty can be found at <http://help.ray.co>

3. Return and Warrant Service Process.
Please review the online help resources at

<http://help.ray.co> prior to seeking warranty service. To obtain warranty service, you must first obtain a Return Merchandise Authorization (RMA) number from a Customer Support Representative (CSR) at Ray. Customer Support contact information can be found by visiting <http://help.ray.co>. Ray may attempt to troubleshoot a warranty-related problem prior to issuing a RMA number. Ray may ask for additional information upon request. Issued RMA numbers remain valid for thirty days from issuance. Once an RMA number is obtained, your Ray Remote Device must be shipped, Ray will pay the freight; together with proof of purchase and all accessories, either in its original packaging or packaging affording an equal degree of protection, to the Ray authorized distribution facility identified by the CSR. Failure to return any of the accessories may result in a delay and/or result in a credit to Ray for the missing accessories. In performing warranty service, Ray may furnish replacement parts on an exchange basis and replaced parts will

become the property of Ray. Replacement parts provided by Ray shall be new or refurbished and of comparable quality, and may be a different part that contains compatible features and functions. You will reimburse Ray for the inspection, testing and repair of returned equipment determined by Ray not to be defective or which falls under one of the warranty exclusions described below. In all cases, Ray's determination as to whether or not the equipment is defective and covered by warranty will be final. Any replacement equipment will be warranted hereunder for a period of ninety (90) days from shipment.

4. Scope of and Limitation of Warranty. The warranty on this Ray Remote Device is limited to the repair or replacement of defective units as described in the Limited Warranty section above. This warranty does not cover customer training and education, installation, set up adjustment, signal or reception problems. This warranty does not cover damage due to acts of God, accident, misuse, abuse,

negligence, commercial use or modification of, or to any part of your Ray Remote Device. This warranty does not cover damage due to improper operation or maintenance, connections to improper voltage supply or attempted repair by anyone other than a facility authorized by Ray to service your Ray Remote Device. This warranty does not cover consumables.

FCC COMPLIANCE STATEMENTS. This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. End users must follow the specific operating instructions for satisfying RF exposure compliance. This transmitter must not be co-located or operated in conjunction with any other antenna or transmitter.

QUESTIONS OR ADDITIONAL INFORMATION.

If you have questions regarding this Agreement, or wish to obtain additional information, please send an e-mail to support@ray.co

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