

Sinulate Entertainment™

The Simulator™

Adult Wireless Interactive System™

Operating Instructions for

Transmitter: **USB-RF-TX01**

Receiver: **RF-MSC-RX01**



Important Notes

- For your safety, please read **ALL** of the instructions before using the Simulator.
- Carefully observe and comply with all warnings, cautions and instructions placed on the set, or described in the operating instructions or service manual.
- Changes or modifications not expressly approved by Sinulate Entertainment could void the user's authority to operate the Simulator.
- Please read these instructions completely, and keep this manual for future reference.

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Your Safety

General Use and Important Safety Information

- Do not use the product for extended periods of time
- Do not use a Sinulate enabled toy on swollen or inflamed areas
- Do not use Transmitter, Receiver, or Sinulate enabled toys near or around water
- If using the product becomes uncomfortable, discontinue use immediately
- Disconnect the toy from the receiver before cleaning

Power Sources

- Use only AA alkaline (non-rechargeable batteries)
- Do not use with rechargeable batteries as they may damage the electronics
- Use only with an external power adapter purchased from Sinulate.com

Cleaning

- Turn off all power and Remove all power sources (external or battery) prior to cleaning the unit.
- Do not use any solvents or aerosol cleaners for cleaning the outside of receiver or transmitter units.
- Use a cloth lightly dampened with water for cleaning the exterior of the units.

Object and Liquid Entry

- Never push objects of any kind into the transmitter or receiver power sockets as they may touch dangerous voltage points or short out parts that could result in fire or electrical shock.
- Never spill liquid of any kind on the transmitter or receiver units.

Attachments

- Do not use any attachments not recommended by the manufacturer, as they may cause hazards

Water and Moisture

- Do not use the units near water – for example, near a bathtub, washbowl, kitchen sink, laundry tub, or near a swimming pool, etc.

Power- Cord Protection

- If using a Sinulate approved power supply do not allow anything to rest on or roll over the power cord.

If the Transmitter or Receiver is damaged

- Do not attempt to service the units yourself: opening the enclosure cases may expose you to dangerous voltage or other hazards.
- All service the Transmitter or Receiver should be performed by employees of Sinulate Entertainment.
- It is recommended that you return product to Sinulate under the following conditions:
 1. When the Receiver external power supply is damaged or frayed
 2. If liquid has been spilled into either the Transmitter or Receiver unit
 3. If the Transmitter or Receiver has been exposed to rain or water
 4. If the Transmitter or Receiver has been exposed to excessive shock by being dropped, stepped on, or the external cases have been damaged
 5. If the unit does not operate normally when following the operating instructions. Adjust only those controls that are specified in the operating instructions. Improper adjustment of other controls may result in damage and will often require extensive work by a qualified technician to restore the units to normal operation.

FCC Notice

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.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try and correct the interference by one or more of the following measures:

- Reorient or locate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Changes or modifications not expressly approved by Sinulate Entertainment could void the user's authority to operate the equipment.

DECLARATION OF CONFORMITY

We: Sinulate Entertainment
1111 West El Camino Real #109-177
Sunnyvale, CA 94087
(888) 235-1655

declare under our sole responsibility that the products

QS2-USB-RF-TX01
and
QS2-RF-MSR-RX01

Comply with Part 15 of 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.

Industry Canada Notice

This equipment has been tested and found to comply with the limits defined by Canadian ICES-003.
Cet appareil numérique est conforme à la norme NMB-003 du Canada.

IC: 4482A-TXUSBRF1

Trademarks

The marks are the property of Sinulate Entertainment LLC:

- Sinulate Entertainment eXperience™
- Sinulator™
- Sinulate Enabled™

- Click2Climax™
- Click -to-Climax™
- Click-2-Climax™

Introduction

Congratulations on your purchase of the Simulator!! The Simulator will provide you with the ability to give your customers, fans, and audience members the ability to control a wireless adult toy in your home or studio!

About this Manual

This manual provides instructions how to install the Simulate software, connect your transmitter to your computer, set up the receiver, and connect the toy. In addition, this manual has lots of tips on helping you use the Simulate interactive system.

Simulator Features

Some of the features you will enjoy include:

- **Simulator Transmitter** – An easy to use transmitter that plugs into any USB port located on any computer manufactured after 1998
- **Simulator Receiver** – A wireless receiver unit that allows the user to connect a multitude of Simulator approved toys
- **Simulator Multi Motor Design** – The Simulator allows users to control toys that have up to two motors.
- **Transmitter/Receiver Address** – You can create change the “address” of transmitter receiver pair to allow multiple units to work independently in the same vicinity.
- **Simulator Pillow** – A clever pillow that allows the user to store the receiver enclosure along with the ability to store his or her favorite toys.
- **Simulator Modular Toy Design** – The receiver unit is designed to accept any Simulate enabled toy. The 3.5 mm connector plugs directly into the front panel of the receiver unit.

Simulate Account Management Features

The person responsible for the monthly subscription fee enjoys the following benefits:

- **Web-Based access** — The ability to access all of the account features using only a web browser
- **Simulator Real-Time Monitoring** – The ability of to view the current status of any and all of the Simulators in a given account including session time, and current activity.
- **Simulator Device Management** – The ability to manage the subscription choices of each and every Simulator in their account. users to see real-time how their device is being used and for how long (Session Time)

Getting Started

Unpacking Your Simulator

The following items are included with your Simulator. Check the contents of your delivery box to ensure all items are accounted for.

If you are missing any items, please call 253-351-5001 ext 148

Contents:

1. Simulator Transmitter
2. Simulator Receiver
3. 4 AA batteries
4. Type 'A to B' USB Cable
5. Pillow
6. Installation CD
7. Simulate Enabled Toy
8. Quick Setup Guide

System Requirements

The Simulate "Performer Software" is designed for use with the following operating systems:

- Windows 98
- Windows 2000
- Windows XP

It is not compatible with the Apple Macintosh operating system.

Installing the Simulator Software on Windows 98 or 2000

1. Remove the Simulate installation CD from the Jewel case.
2. Install the CD into your CD-ROM drive.

3. The installation software should automatically start and the following screen should appear:



Figure 1

4. If the installation doesn't automatically launch, you will need to use Windows Explorer to find and then "double-click" on the application called "setup.exe" on your Simulate CD-ROM
5. Read the license agreement. If you agree with the agreement select the "I agree radial button". If you do not agree to the software license agreement you will not be able to install the software. When completed, select the **Next** button

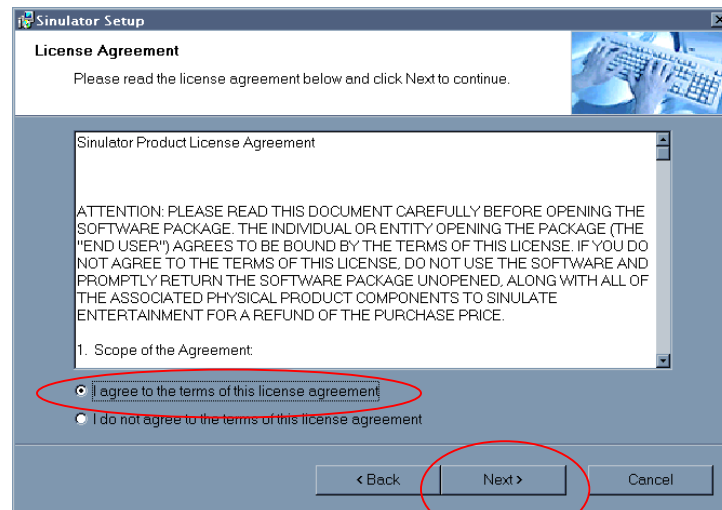


Figure 2

6. Select the appropriate folder to install your Simulator Software. By default, the Simulator will be installed in your programs directory.

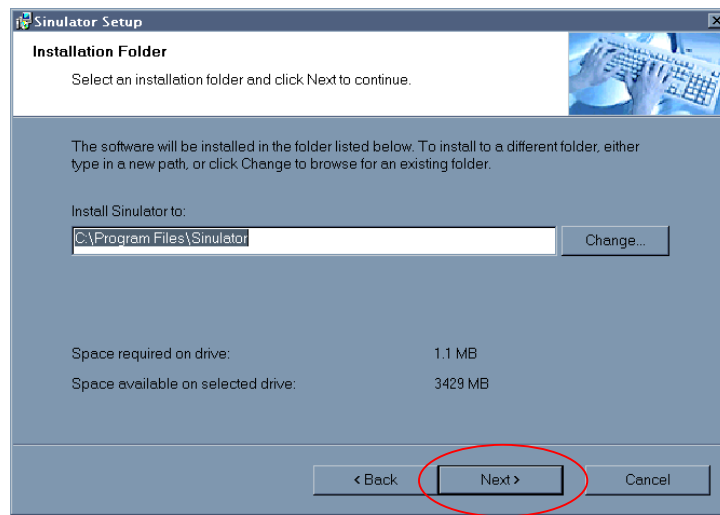


Figure 4

7. Select a Shortcut Folder

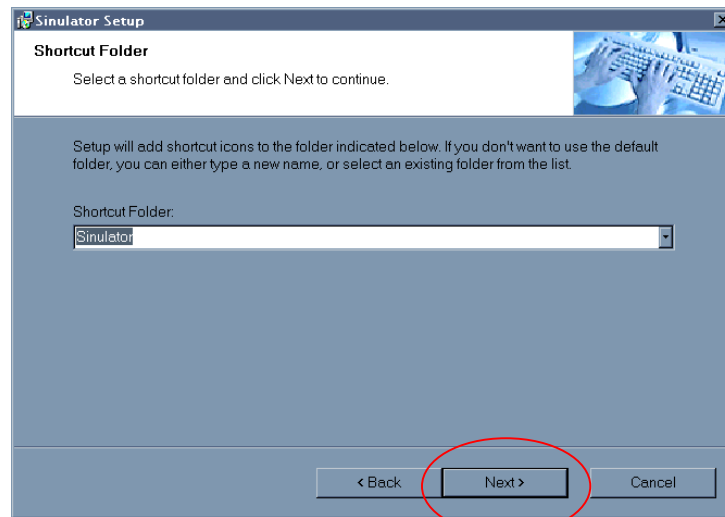


Figure 5

8. The Software will now install. When installed successfully the following window will appear.

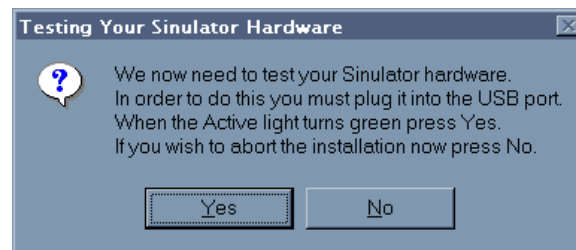


Figure 6

Before pushing the YES button – you will need to connect the USB Transmitter.

Installing The Simulate Software on Windows XP

Note: You will see some of these installation screens twice....This is OK and part of the installation process.

1. Remove the CD from the Jewel Case
2. Place the CD in your CD ROM Drive
3. The following Screen should pop up. You will be prompted to install the software automatically. This is the recommended method. Click the Next button to continue.



4. Depending on your configuration of Windows XP the following screen could appear (this is the first of two times you will see this screen). Select **Continue Anyway** to proceed to the next step. This should not harm your system.



5. Select the **Finish** Button.



6. The next step is to load the Simulator Driver onto your system. Select the **Next** button and continue to the next step



7. Select the “Continue Anyway” Button. This will not harm your system.



8. Select the “Finish” Button to complete your installation



You are now ready to proceed to the next step: connecting the transmitter.

Connecting the Transmitter

1. Remove the Transmitter and USB cable from the box
2. Connect the USB Cable to your USB port on your computer
3. Connect the other end of the USB cable to your transmitter (see figure 7 below)

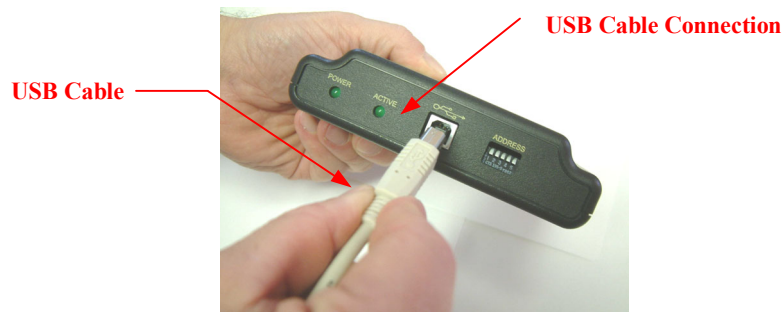


Figure 7 - USB Cable installation

4. Once you have connected the Transmitter you should see the “Active Light” on the Transmitter turn green.
5. If you can see the Green Active light, press the YES button displayed on your screen

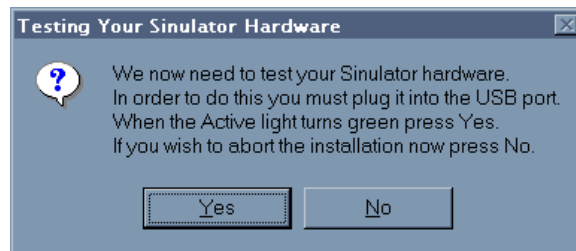


Figure 8

Troubleshooting Tip:

If the Active light does not turn green then you will need to check the USB connection to your computer and the USB connection to the Transmitter.

You're not done yet!

Before you can get going, you'll need to install the batteries in the Receiver.

Installing the Batteries in the Receiver

Insert 4 AA batteries (included) into the receiver using the following instructions:

1. Remove battery lid from back of receiver
2. Install the first battery the batteries as shown on the following page.

Troubleshooting Tip:

Take note of the illustration inside the battery case that describes which side of the battery should be positive (+) and which side should be negative (-)



Figure 9 – Battery Installation

Setting the Address on the Transmitter and Receiver

Both the transmitter and the receiver have an “address” or a code that allows you to have a transmitter “talk” to a specific receiver.

If you only own one transmitter and one receiver, you will need to make sure they are set to the same address.

If you own one transmitter and several receivers – you can have ALL of the receiver’s controller from the same transmitter. Again – you just need to make sure the addresses on the receivers are set to the same value as you transmitter.

If you have several transmitters and several receivers – you can mix and match the receivers any time you want. All you have to do is change the address of the receiver to match the address of the transmitter you want to control it.

To change the address, move the tiny switches on the address control up or down.

You can have up to 32 different transmitters working in the same environment and still be able to have each with a unique address.

Troubleshooting Tip:

If the address on the Transmitter is different than the address on the receiver – the system will not work properly.

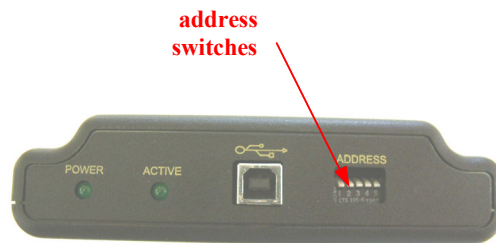


Figure 10 – address setting

Connecting a “Sinulate Enabled” Toy

Connecting the toy is easy. It’s just like plugging in the headphones you use to listen to music.

1. Remove toy from package
2. Remove the “Tested to work with the Simulator” sticker
3. With the Receiver unit in the “off position” insert the toy connector into the spot on the receiver labeled TOY
4. Turn on the Power by moving the toggle switch to the on position
5. The toy is now ready to be controlled



Figure 11 – Connecting the Toy

Turning on the Receiver

At last

Once you have the software installed, the transmitter connected, the batteries installed, set the address, and connected the toy – you are ready to go!!

Turn on the power toggle switch located in the front of the receiver. You should see the top status light turn green. This means the receiver is ON and ready to receive signals from the transmitter.



Figure 12– address setting

Troubleshooting Tip:

If top Green light does NOT light up – then the batteries we not installed correctly. Be sure to check that you have used AA non-rechargeable batteries and that you have installed the positive (+) and negative (-) sides of the batteries as shown in the illustration on the inside of the receiver.

Testing the System

Now you are ready to test the system!

1. From the Start Menu, select “Sinulator” and then “Sinulator.exe”
2. When the Sinulator launches you will be prompted for you PIN

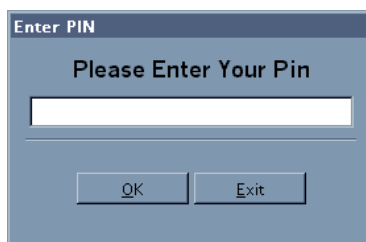


Figure 13– Enter Pin

3. If you enter your PIN correctly, the application will launch and you will be able to see the “Performer Dash Board”

4. Select the “Test” button on the lower right side of the Dash Board.

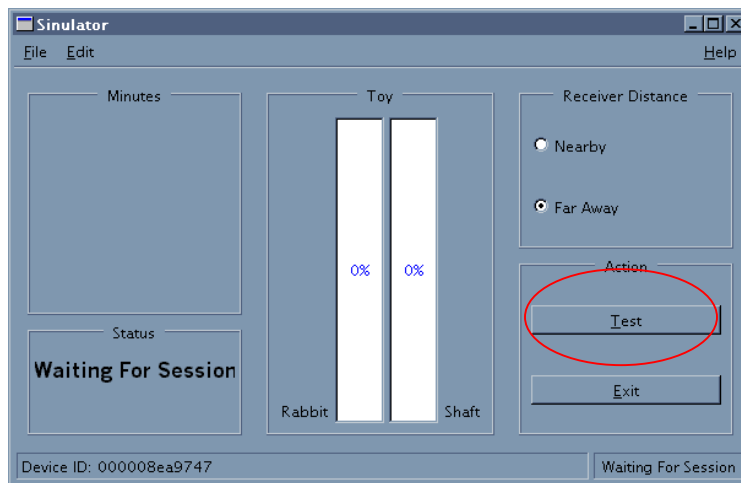


Figure 14– Performer Dash Board

5. You should immediately see the Performer Dash Board cycle through the different settings on the “Shaft” and the “Rabbit”.
6. If you see the Toy behave consistent with the power levels displayed on the Dashboard, you are ready to go!!

Your first Online Session

Before someone else can control your toy, you will need to work with your webmaster to perform the following tasks:

1. Make sure that your firewall is modified to receive traffic on port 4449. This port will be used to receive Simulate Control Signals from the internet.
2. Install the Port Re-Director daemon on your web server.
3. Load the Flash based animated control panel onto your web site so that your fans and friends can download it.
4. Change your web site so that the Flash panel will load onto the same screen that your video and chat screens appear.

Your Sinulate Pillow

Pillow Features

- **Receiver Storage** - The pillow can be used to house the receiver unit.
- **Toy Storage** – The pillow has a zippered pocket that can be used to store your Sinulate enabled toys. It is Highly recommended that you clean the toys prior to storing in the pillow
- **Purpose** – To allow the user to store the receiver unit in a safe during place during a performance

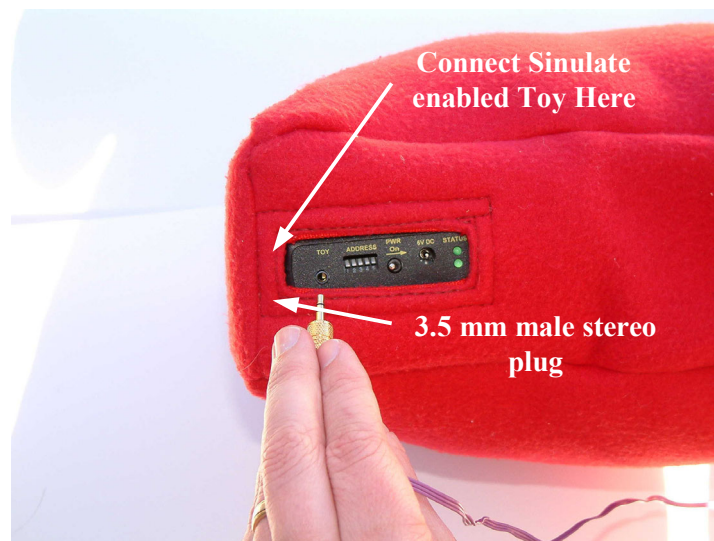


Figure 15– Connecting a toy to the receiver

Using Your Simulator

Once the Simulator has been setup and is functioning properly. Use this procedure to re-start your Simulator for use:

1. Connect the Transmitter to your computer using the USB cable provided.
2. Click on the Simulator Icon to start the software program.
3. Enter Pin Number and Select OK

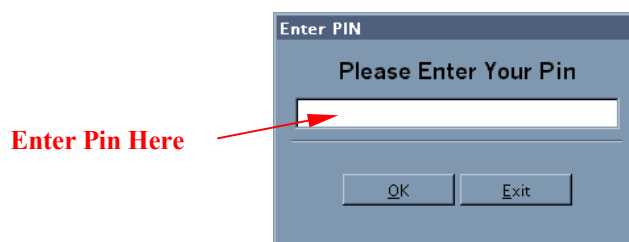
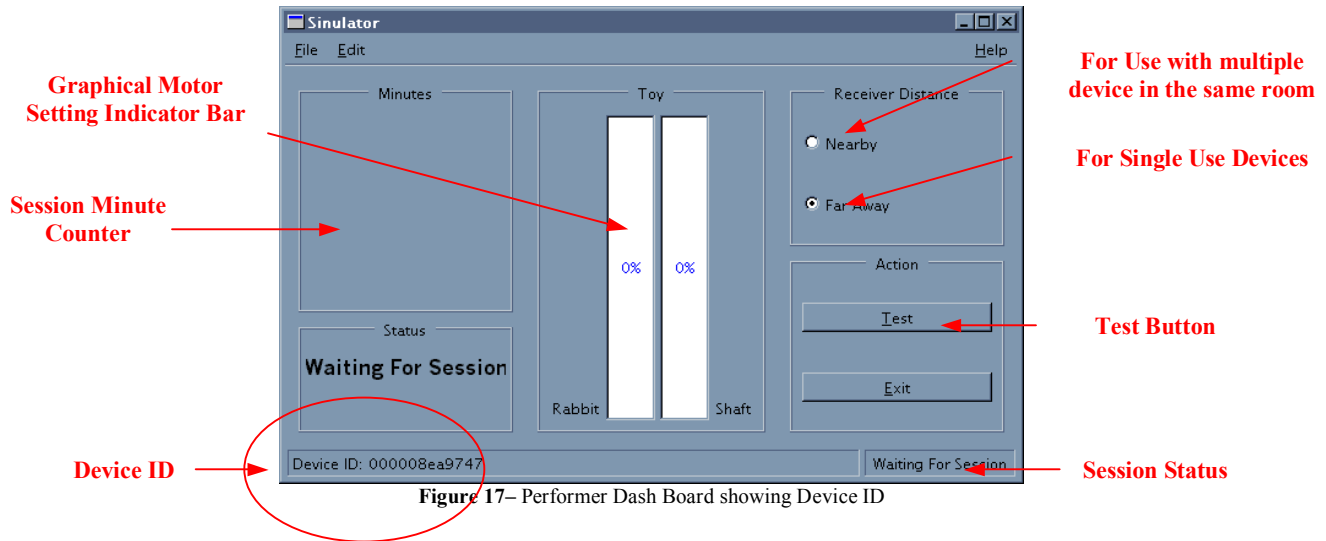
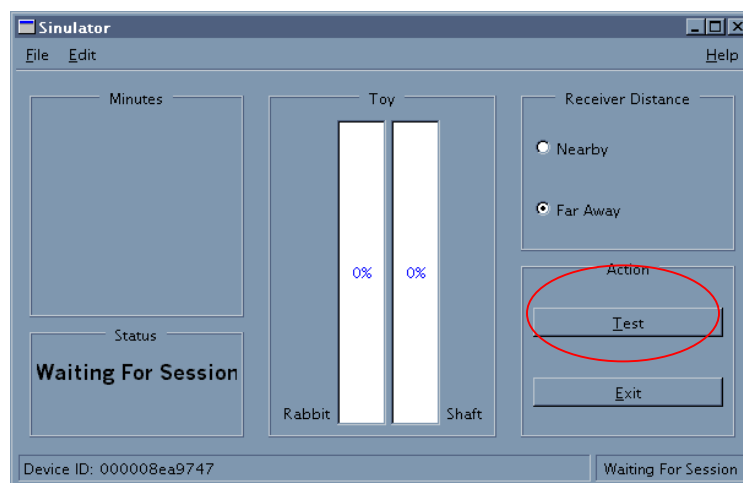


Figure 16– Enter Pin

4. Check to make sure your Transmitter and Software are connected properly by verifying that your software had loaded and displayed your unique device ID. This number is located in the bottom left hand corner of the screen (Device ID)



5. Locate the receiver unit and confirm it has batteries installed or is connected to a Sinulate approved external power
6. Confirm that the Transmitter and Receiver ADDRESS settings are identical
7. Connect the Sinulate enabled toy.
8. Confirm that the 3.5 mm male stereo connection is plugged in entirely.
9. Turn on the Receiver using the Power Toggle switch.
10. Confirm the Green power LED illuminates
11. Select the Test button on the computer screen



12. Confirm that the toy is able to be controlled locally

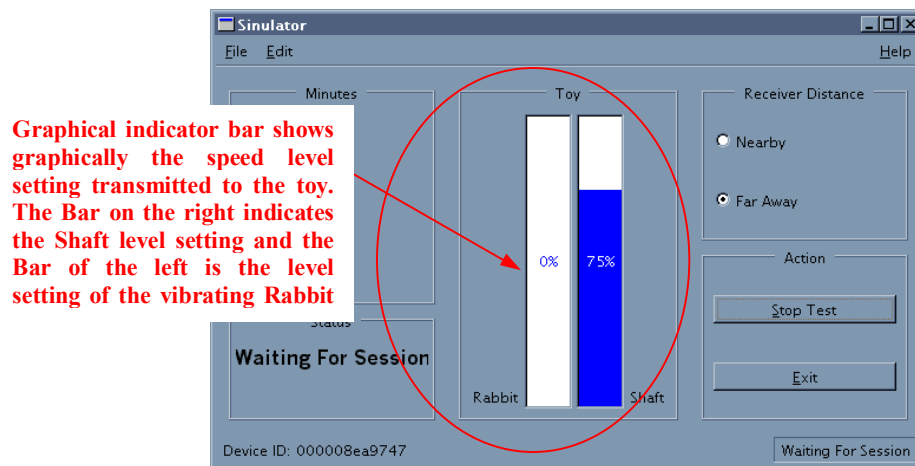


Figure 19 – Performer Dash Board showing test sequence

13. Select the Stop Test Button

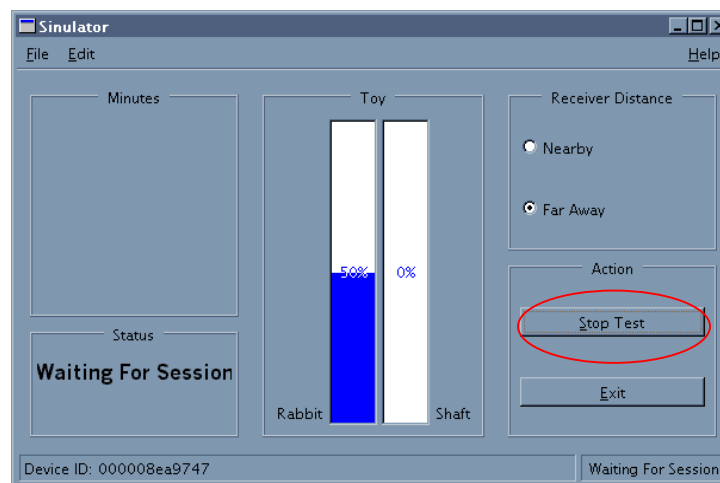


Figure 20 – Performer Dash Board – Stop Test

Hurrah!
Your Simulator is now ready to be controlled remotely!

Connecting to a User

Once one of your fans or customers downloads the Animated Control Panel – you will be prompted to accept the session.

Monitoring a Session

The display on the left side of your performer dashboard will show the total length of the current session.

Stopping a Session

To proactively stop a session select the Stop Session Button located in the lower right hand corner of the performer panel

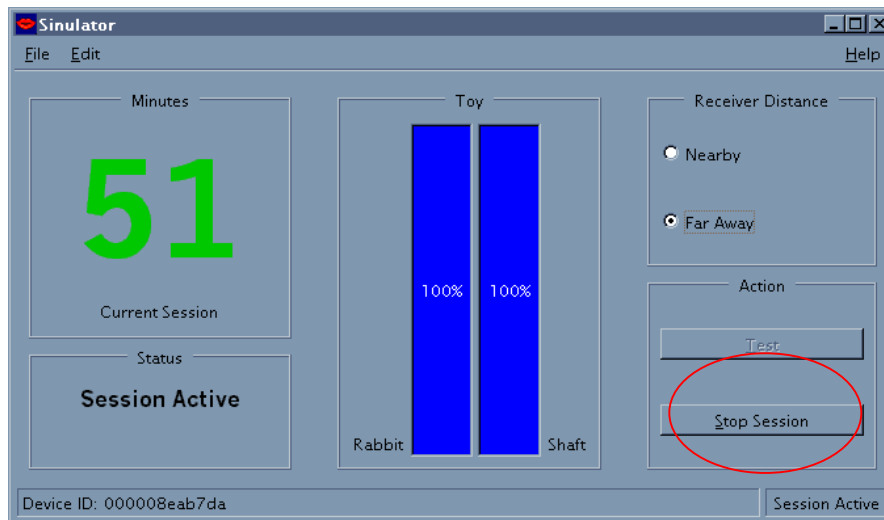


Figure 21 – Performer Dash Board – In use

Managing your Sinulate Account

Logging-On to your account

To Login to your Sinulate account

1. visit the Sinulate.com web site and select LOG ON
2. Once prompted, enter email address and password.
3. After entering select the Login Button



Viewing your Account Status

When you provide the correct email address and password, you will be shown a summary view of you account.



Editing Account Information

To change any of the information associated with your account – you need only click on the “Modify” button located next to the information you want to change.

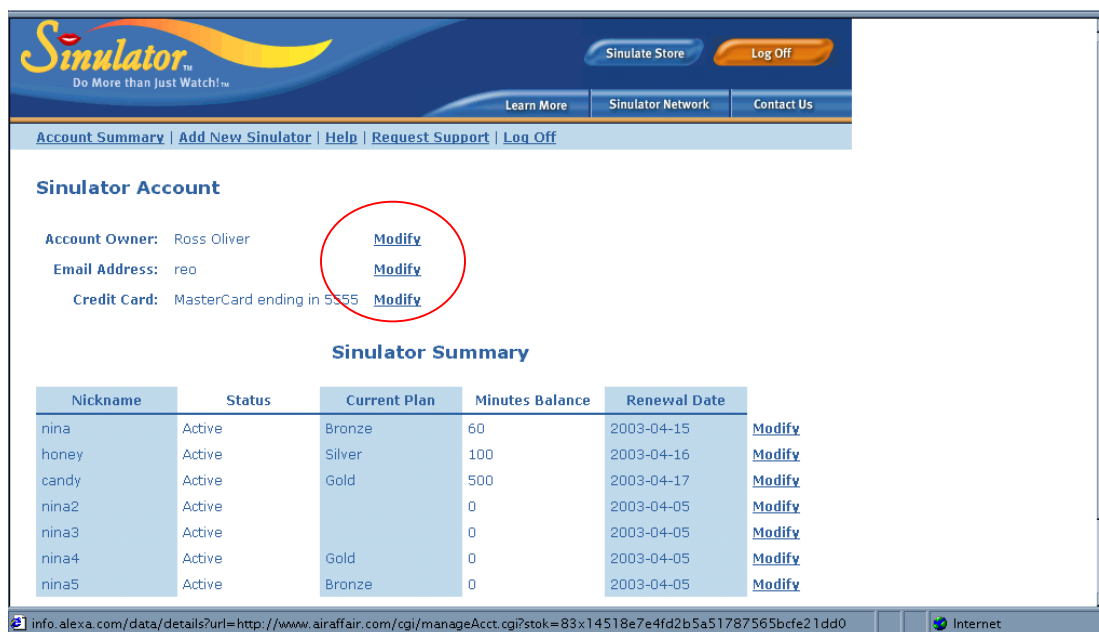


Figure 24 – Account Management – Edit Account Info

Managing Simulators in your account

To change any of the information associated with a particular Simulator - you need only click on the “Modify” button located next to the Simulator you want to change.

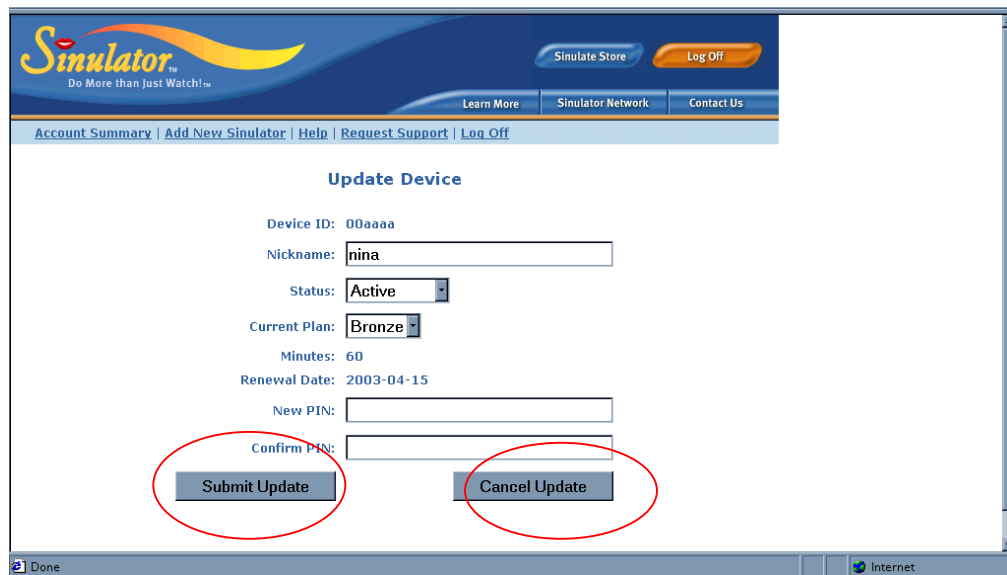


Figure 25 – Account Management – Edit Account Info

Once you select the “Modify” Button, you will be able to change any of the attributes of that unique Simulator including:

- the **Nickname** of device
- Device **Status**
- **Current device Plan**,
- Remaining **Monthly Balance**,

Once you’ve made your changes you must select the **Submit Update** button for your changes to take effect. If you are not happy with your changes just simply select the **Cancel Update** button.

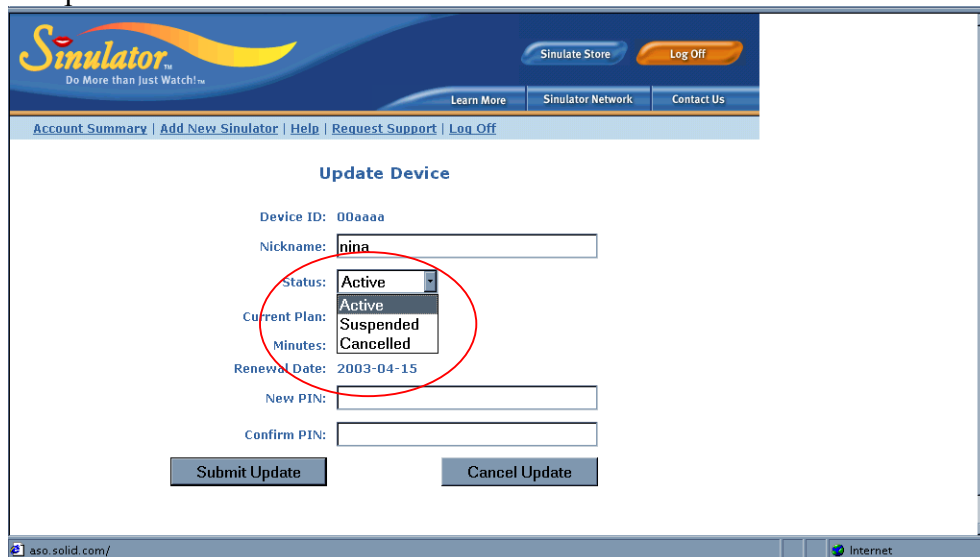


The screenshot shows the 'Update Device' page of the Simulator website. The header includes the Simulator logo and navigation links like 'Simulate Store', 'Log Off', 'Learn More', 'Simulator Network', and 'Contact Us'. Below the header is a sub-header with links: 'Account Summary', 'Add New Simulator', 'Help', 'Request Support', and 'Log Off'. The main content area is titled 'Update Device' and contains the following fields: Device ID: 00aaaa, Nickname: nina, Status: Active (dropdown), Current Plan: Bronze (dropdown), Minutes: 60, Renewal Date: 2003-04-15, New PIN: (input field), and Confirm PIN: (input field). At the bottom, there are two buttons: 'Submit Update' and 'Cancel Update', both of which are circled in red.

Figure 26 – Account Management – Edit Simulator Info Screen

Placing a Simulator in “Suspend” mode.

If for some reason you want to prevent a Simulator in your account from being used, you can place it in “suspend” mode.



This screenshot shows the 'Update Device' page with the 'Status' dropdown menu open. The dropdown menu has three options: 'Active', 'Suspended', and 'Cancelled'. The 'Suspended' option is currently selected. The other fields and buttons are the same as in Figure 26. The 'Submit Update' and 'Cancel Update' buttons are also visible at the bottom.

Figure 27 – Account Management – Placing a device in Suspend Mode

When a Simulator is changed to suspended status, operation is disabled. Any extra minutes are immediately charged to the associated credit card. Any available plan minutes remain until the end of the current billing cycle.

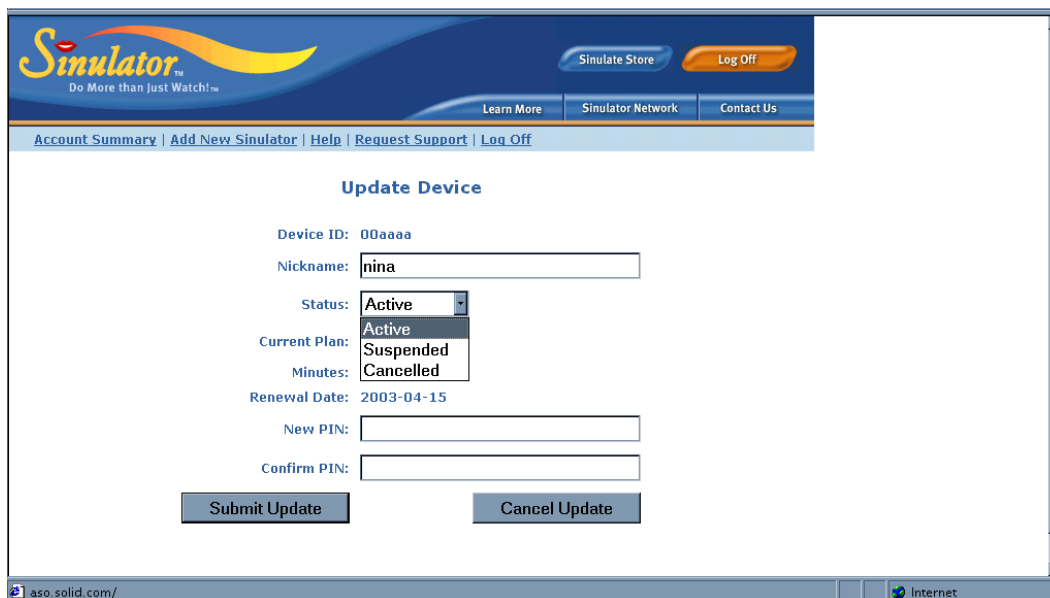
If a Simulator is changed from suspended to active status before the next billing cycle, operation is restored, and any remaining plan minutes are still available.

If a Simulator is in suspended status on the billing date, it is not charged a monthly subscription fee, but any remaining plan minutes are forfeited.

If a Simulator is changed from suspended to active status after its billing date has passed, a monthly subscription fee will be charged immediately, and the current date will become the Simulator's new billing date.

Re-activating a Simulator placed in “Suspend” mode.

To re-active a device in Suspend mode – simply use the pull down menu and change the status to Active



The screenshot shows a web browser window with the URL `aso.solid.com/`. The page header features the "Simulator" logo with the tagline "Do More than Just Watch!™". Navigation links include "Simulate Store", "Log Off", "Learn More", "Simulator Network", and "Contact Us". A secondary navigation bar contains "Account Summary", "Add New Simulator", "Help", "Request Support", and "Log Off".

The main content area is titled "Update Device" and contains the following fields and options:

- Device ID: 00aaaa
- Nickname:
- Status: A dropdown menu currently showing "Active", with a list of options: "Active", "Suspended", and "Cancelled".
- Current Plan: (Field is empty)
- Minutes: (Field is empty)
- Renewal Date: 2003-04-15
- New PIN:
- Confirm PIN:

At the bottom of the form are two buttons: "Submit Update" and "Cancel Update".

Figure 28 – Account Management – Activating a device in suspend mode

Product Information

Transmitter Features

- USB Cable connection (see figure 1 below)
- Power LED – Indicated that the transmitter is receiving power
- Active LED – Indicates that the transmitter is ready to transmit signals
- ADDRESS Dip Switch – Allows users to change the address of the transmitter to match the address of the receiver. Note: up to 32 addresses can be assigned.



Figure 29 –Product Information: Transmitter

The transmitter and receiver should have a range of up to 50 feet line-of-site. This means that the transmitter is in view of the receiver unit. If you are using the unit in another room the unit may not work properly.

Receiver Features

- Toy - This 3.5mm stereo connection provides power output to remotely controlled toys
- ADDRESS – Addressable DIP switch for multiple address settings. This setting should be the same as transmitters.
- Power On – Turn the Power on Toggle switch in the direction of the arrow to turn power on to the unit. Confirm that you have batteries or an external power supply installed.
- 6VDC – This allows for use of an external power adaptor. Only approved Simulator adaptors should be used.
- STATUS – When the top green LED is illuminated this indicates that the receiver has adequate AC or DC Power. The lower LED should always flicker. If this LED is solid then see Trouble-shooting section for details.



Figure 30–Product Information: Receiver

Battery Leakage

If you will not be using the receiver battery power for an extended period of time, remove the batteries to avoid possible damage from battery Leakage

Battery Lifetime

The lifetime of the batteries is dependent on the type of toy you are running, the level you power the toy, and the duration the toy has ran. If the receiver or toy is not working properly the batteries may be worn out.

External Power Supply

The Sinulator receiver has a feature that allows users to use an external power supply (purchased separately). This regulated power supply cannot exceed 6VDC output, 10% regulation, 1200ma output. Users should only use the Sinulate enabled power supply that can put purchased separately from the www.Sinulate.com website.

Warning regarding non Sinulate External Power Supplies

If you attempt to use a power supply that does meet the above specification it will damage the control electronics, and void any manufacture warranty.

Sinulator Enabled Sex Toys

Only Sinulate enabled toys can be used with the Sinulator. Using a Non-Sinulate enabled toy could potentially damage electronics and void the manufactures warranty.

Toy Motor Setting

- The Transmitter and Receiver units have 4 motor level settings that are fixed and cannot be changed.
 - Setting 1 - 25% of full power
 - Setting 2 - 50% of full power
 - Setting 3 - 75% of full power
 - Setting 4 - 100% power
- Toy Connection - The toy uses a 3.5 mm standard stereo plug connection. This same connection is used for single or dual motor toys.
- Toy motor speed variations – Each adult toy may act slightly different. No two toys are exactly the same.
- The Sinulator has the ability to control adult toys that have up to two motors (i.e. Rabbit). Single motor toys can also be controlled.

Trouble Shooting and Technical Support

Configuring Your Simulator to Work with a Router or Firewall

If you are currently using a router you will need to open Port 4449 to connect the control panel with your Simulate Transmitter. If this port is not opened you will not be able to receive signals from your customers control panel. See your router configuration manual for details on how to configure your router properly.

Trouble Shooting Tips

My Transmitter Power button does is not turn Green

- Confirm that the USB Cable is plugged into the computer and Transmitter unit
- Confirm that your computer is turned on

My Toy works intermittently

- Confirm that the toy plug is completely inserted
- Make sure the receiver unit is within visible range of the transmitter unit
- Confirm the Dip switch settings are completely up or down

The Transmitter Unit looks fine but the Toy doesn't work

- Confirm that the ADDRESS settings are the same on both the Transmitter and Receiver
- Confirm the Receiver Power toggle switch is turned on
- Confirm the Top Green LED is illuminated on the Receiver unit
- Check the batteries

The Power LED on the Receiver does not illuminate

- Check that the batteries are installed properly
- Confirm that you have good batteries
- Confirm that the power toggle switch is on
- If your using an external power supply disconnect and install batteries

The Range isn't very good

- Check that all cable connections are secured
- Replace the batteries
- Make sure the Transmitter is in visible sight of the Receiver
- Confirm that the Transmitter oriented properly
- Confirm the Toy is completed plugged in

The Toy seems to be stuck on one setting and not receiving new signals.

- This most likely means the unit is out of range. To reset the receiver turn the toggle switch to the off position. Confirm the receiver is within visible range of the transmitter and turn the Power Toggle switch to the on position. The unit should not operate normally.
- Check the batteries
- Make sure the transmitter is plugged in.

How do I stop the toy from operating?

- Turn the power Off to the receiver unit
- Unplug the Toy from the Receiver unit

Sinulate Limited Warranty Information

Sinulate Entertainment LLC (“Sinulate”) warrants the Transmitter and Receiver against defect in material or workmanship, subject to the following conditions:

LABOR: For a period of 90 days from the date of purchase, if the Transmitter or Receiver is determined to be defective, Sinulate will repair or replace the product, at its option, at no charge. After the warranty period you must pay for all labor charges

To obtain warranty service you must send the product, in either its original packaging (or packaging affording an equal degree of protection to:

Sinulate Entertainment LLC
1111 El Camino Real #109
PMB #177
Sunnyvale, CA
94087

This warranty does not cover cosmetic damage, accidents, mis-use, abuse, negligence, or modification of either the receiver or the transmitter.

This warranty does not cover damage due to improper use or maintenance.

If you connect the receiver to an unapproved power supply, or you connect the receiver to a non-Sinulate enabled toy, you will damage the electronics and void this warranty.

This warranty is only valid in the United States and Canada.

This warranty is void if the receiver or transmitter enclosures are opened.

Repair or replacement, as provided under this warranty, is the exclusive remedy of the consumer. Sinulate Entertainment shall not be liable for any incidental or consequential damages for the use of this product.

Product License Agreement

When you install the Sinulate Performer software, you are asked to read and review the product license agreement.

To ensure you understand your right, and limitations, the product license agreement has been reproduced below:

ATTENTION: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE OPENING THE SOFTWARE PACKAGE. THE INDIVIDUAL OR ENTITY OPENING THE PACKAGE (THE "END USER") AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE AND PROMPTLY RETURN THE SOFTWARE PACKAGE UNOPENED, ALONG WITH ALL OF THE ASSOCIATED PHYSICAL PRODUCT COMPONENTS TO SINULATE ENTERTAINMENT FOR A REFUND OF THE PURCHASE PRICE.

1. Scope of the Agreement:

This Services Agreement (the "Agreement") between the End-User and Sinulate Entertainment LLC, a California limited liability corporation ("Sinulate Entertainment"), states the terms and conditions that govern your use of the Sinulate software package (the "Software"), the USB-RF Transmitter (the "Transmitter"), the RF Receiver and Motor Speed Controller (the "Receiver"), and the accompanying documentation. The Software, Transmitter, and Receiver are provided to the End-User for use only under the following terms. Sinulate Entertainment reserves any right not expressly granted to the End-User.

The End-User owns the Transmitter, the Receiver, and disk on which the Software is recorded, but Sinulate Entertainment retains ownership of all copies of the Software itself. The End-User assumes sole responsibility for the installation, use, and results obtained from use of the Software, Transmitter, and Receiver.

2. License:

The End-User is granted a limited, non-exclusive license to do only the following:

- A. Install and maintain the Software for use only in the End-User's own business on any number of computer systems.
- B. Make a reasonable number of copies of Software in machine-readable form solely for backup or archival purposes. The Software is protected by copyright law. As an express condition of this License, the End-User must reproduce on the copy Sinulate Entertainment's copyright notice and any other proprietary legends on the original copy supplied by Sinulate Entertainment.
- C. Transfer the Software, Transmitter, and Receiver, and all rights under this License to another party together with a copy of this License and all written materials accompanying the Software, Transmitter, and Receiver, provided (i) the End-User gives

Sinulate Entertainment written notice of the transfer (including in such notice the identity of the transferee), and (ii) the other party reads and agrees to accept the terms and conditions of this License.

3. Restrictions:

The End-User may NOT sublicense, assign, or distribute copies of the Software to others. The Software contains trade secrets. The End-User may NOT decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human readable form. THE END-USER MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE, OR OTHERWISE ASSIGN OR TRANSFER THE SOFTWARE, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2.C. ABOVE.

The End-User may NOT reverse engineer, disassemble, or otherwise deconstruct the Transmitter or the Receiver. THE END-USER MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE, OR OTHERWISE ASSIGN OR TRANSFER THE TRANSMITTER AND/OR RECEIVER, OR CREATE DERIVATIVE WORKS BASED UPON THE TRANSMITTER AND/OR RECEIVER OR ANY PART THEREOF, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2.C. ABOVE.

The End-User may not use any other software with the Transmitter, unless it is provided Sinulate Entertainment.

4. Access, Passwords and Security:

Each Transmitter will require a personal identification number ("PIN") in order to use it. The software will periodically ask for your PIN. This will ensure that only you can use the Software, Transmitter, and Receiver.

You will be responsible for the confidentiality and use of your PIN(s). You agree not to hold Sinulate liable for any damages of any kind resulting from your decision to disclose you're PIN(s) to any third party.

If you inform us, or if we have reason to believe that the security of your PIN may be or has been compromised, we have the right to suspend use of the Software.

When the Software asks for your PIN, and the correct PIN is entered, any use of the system will be deemed to have been approved by you.

You agree to immediately notify the person who provided you with your PIN if you become aware of any loss or theft of your PIN(s) **or** any unauthorized use of any of your PIN(s).

The End-User agrees to use its best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution in whole or in part, in any form, shall be made. The End-User acknowledges that the Software

contains valuable confidential information and trade secrets and that unauthorized use and/or copying is harmful to Sinulate Entertainment.

5. Suspension and/or Termination of Service:

We reserve the right to suspend or terminate service of the Software, Transmitter, and/or Receiver at our sole discretion, without notice and without limitation, for any reason whatsoever. If, however, our termination is without cause, Sinulate will refund the pro rata portion of any fee you may have paid for the portion of the services not furnished to you as of the date of termination.

6. Termination of this Agreement:

This License is effective until terminated. This License will terminate immediately without notice from Sinulate Entertainment if the End User fails to comply with any of its provisions. Upon termination the End User must destroy the Software and all copies thereof. The End-User may terminate this License at any time by doing so.

7. Limitations of Liability:

By installing the Software and accepting this agreement, you agree to hold Sinulate Entertainment harmless for any damages resulting from any and all injuries sustained as a result of using or handling any and all electrical devices purchased from Sinulate Entertainment.

By accepting this agreement you agree that Sinulate will not be liable – under any circumstances – for any damages incurred from:

- an injury sustained while using or handling a Transmitter or Receiver; **or**
- a failure of the Transmitter, Receiver, or the Software to function; **or**
- an inability to activate your software

8. Limited Warranty:

Sinulate Entertainment warrants that, for ninety (90) days from the date of initial use by the original End-User, the Software, Transmitter, and Receiver, shall operate substantially in accordance with the published functional specifications current at the time of shipment. If, during the warranty period, a defect appears, the End-User shall return the Software to Sinulate Entertainment and Sinulate Entertainment's only obligation shall be, at the sole discretion of Sinulate Entertainment, to replace the defective Software or refund the purchase price. The End-User agrees that the foregoing constitutes the End-User's sole and exclusive remedy for breach by Sinulate Entertainment under any warranties made under this Agreement. This warranty does not cover any Software that has been altered or changed in any way by anyone other than Sinulate Entertainment. Sinulate Entertainment is not responsible for problems associated with or caused by incompatible operating systems or equipment or for problems in the interaction of the Software or Transmitter with software not furnished by Sinulate Entertainment.

No oral or written information or advice given by Sinulate Entertainment or its dealers, distributors, employees or agents shall in any way extend, modify or add to the foregoing warranty.

THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE END-USER ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, AND PERFORMANCE OF THE SOFTWARE, TRANSMITTER, AND RECEIVER. IN NO EVENT WILL SINULATE ENTERTAINMENT, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, BE LIABLE TO THE END-USER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, TRANSMITTER, RECEIVER, OR ACCOMPANYING WRITTEN MATERIALS, EVEN IF SINULATE ENTERTAINMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SINULATE ENTERTAINMENT'S LIABILITY TO THE END-USER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT SHALL EXCEED, THE AMOUNT ORIGINALLY PAID TO SINULATE ENTERTAINMENT FOR THE PURCHASE PRICE OF THE PRODUCT.

9. Enhancements:

From time to time Sinulate Entertainment may, in its sole discretion, advise the End-User of updates, upgrades, enhancements or improvements to the Software and/or new releases of the Software (collectively, "Enhancements"), and may license the End-User to use such Enhancements upon payment of prices as may be established by Sinulate Entertainment from time to time. All such Enhancements to the Software provided to the End-User shall also be governed by the terms of this License.

10. General:

This License will be governed by and construed in accordance with the laws of the state of California, and shall inure to the benefit of Sinulate Entertainment and End-User and their successors, assignees and legal representatives. The sole jurisdiction and venue for any litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in the state of California. If any provision of this License is held by a court of competent jurisdiction to be invalid or unenforceable to any extent under applicable law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this License will remain in full force and effect. Any notices or other communications to be sent to Sinulate Entertainment must be mailed first class, postage prepaid, to the following address: Sinulate Entertainment, LLC., PMB #177, 1111 West El Camino Real #109, Sunnyvale, CA 94087.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior proposals, agreements, representations, statements and undertakings are hereby expressly cancelled and superseded. This Agreement may not be changed or amended except by a written instrument executed by a duly authorized officer of Sinulate Entertainment.

11. Acknowledgment:

BY INSTALLING THE SINULATE PERFORMER SOFTWARE , THE USER ACKNOWLEDGES THAT IT HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

BY OPENING THE SINULATE SOFTWARE PACKAGE, THE END-USER ACKNOWLEDGES THAT IT HAS RECEIVED AND READ THE OWNER'S MANUAL, , UNDERSTANDS IT, AND AGREES TO RESPECT AND ABIDE THE WARNINGS AND GUIDANCE CONTAINED WITHIN.

Should you have any questions concerning this License, contact Sinulate Entertainment at info@sinulate.com or in writing at

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