

UNIDEN PROGRAMMING CONTROL CODES FOR USE WITH UNIDEN SCANNERS

End User License Agreement **UNIDEN AMERICA CORPORATION**

NOTICE TO USER: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND UNIDEN. PLEASE READ THIS CAREFULLY BEFORE USING THE UNIDEN CODE. BY CLICKING THE "I AGREE TO THE TERMS OF THIS LICENSE AGREEMENT", OR BY USING ALL OR ANY PORTION OF THE UNIDEN CODE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE UNIDEN CODE AND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE UNIDEN CODE. CLICK THE "I DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT" FOR THE INSTALLATION PROCESS TO TERMINATE.

1. DEFINITIONS

- (A) "Uniden Code" means Uniden proprietary programming codes and commands used to control Uniden's scanner products.
- (B) "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Uniden Code.
- (C) "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- (D) "Uniden" means Uniden America Corporation, a Delaware corporation, located at 4700 Amon Carter Boulevard, Fort Worth, Texas 76155, and its licensors, if any.

2. UNIDEN CODE LICENSE GRANTS

- (A) You may utilize the Uniden Code on an "as is", at-will, royalty-free, personal, non-assignable, non-exclusive basis solely for the purpose of creating software or firmware products intended to extend the functionality of Uniden scanner products, or provide compatibility of Uniden scanner products with a PC or other control devices.
- (B) You agree that the Uniden Code will not be used to create a competing scanner product.

- (C) You agree not to use the Uniden Code functionality for purposes other than to control one or more of the Uniden scanner models to which the codes apply.
- (D) You acknowledge that the Uniden Code is provided “as-is” and that Uniden has no obligation to provide any additional support in the use of the Uniden Code beyond the disclosed documentation.
- (E) User acknowledges that, while reasonable efforts have been taken to ensure accuracy in the supplied documentation, said documents have been subjected to one or more translation stages that might have resulted in unclear, inaccurate, or incomplete information and that Uniden is under no obligation to correct or clarify supplied documentation of the Uniden Code.
- (F) You acknowledge that the Uniden Code is the sole property of Uniden.
- (G) You agree that the Uniden Code, documentation thereof and the related information provided by Uniden are confidential and proprietary information of Uniden (collectively “Uniden Confidential Information”).
- (H) You agree to mark any software containing all or part of the Uniden Code, and the written user materials accompanying units that incorporate Uniden Code with notices indicating, “This product contains Uniden proprietary and/or copyright control codes. Used with permission.”
- (I) You agree that this EULA does not need to be signed for it to take effect.
- (J) You agree to use the Uniden Code in its regular and proper manner.
- (K) You acknowledge that Uniden may update, modify or revise the Uniden Code at any time and shall not be obligated to provide such updates, modifications or revisions to you.
- (L) You acknowledge that the permission granted herein does not constitute endorsement by Uniden of any software or firmware products you may create in accordance with the purpose stated in section A herein; and you are solely responsible for the configuration of said software or firmware and/or any service matters relating to said software or firmware and/or any Uniden Code used with said software or firmware.
- (M) This license is personal to you and you may make copies of the Uniden Code only for your personal use.

- (N) You agree that Uniden may audit your use of the Uniden Code for compliance with these terms at any time.
- (O) You agree and represent that any products you create which incorporate the Uniden Code are in compliance with all applicable laws.
- (P) You shall defend, indemnify and hold harmless Uniden, its subsidiaries and affiliates, and all agents, employees, officers and directors of Uniden, its subsidiaries and affiliates, from all expenses, losses, costs, damages or liability (including reasonable attorneys' fees and court costs and expenses) arising out of or in connection with any claim or action in connection with the use of any products you create which incorporate the Uniden Code.

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- (B) You may not alter, merge, modify, adapt or translate the Uniden Code, or decompile, reverse engineer, disassemble, or otherwise reduce the Uniden Code to a human-perceivable form.
- (C) You may not sell, rent, lease, assign or sublicense the Uniden Code.
- (D) You may not modify the Uniden Code or create derivative works based upon the Uniden Code.
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6. LIMITATION OF LIABILITY

- (A) NEITHER UNIDEN NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE UNIDEN CODE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF UNIDEN OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET

FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- (B) UNIDEN'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$10 OR THE AMOUNT PAID BY YOU FOR THE UNIDEN CODE THAT CAUSED SUCH DAMAGE.
- (C) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

7. COMPLIANCE WITH LAWS

Uniden and its affiliates, which offer the Uniden Code to you, are headquartered in the United States. Uniden makes no representation that the Uniden Code is appropriate or legal for use inside or outside the United States. You are responsible for all compliance with your local laws, and use of the Uniden Code where illegal is expressly prohibited.

8. GOVERNING LAW AND VENUE

This EULA shall be interpreted, construed and governed by the laws of the State of Texas, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of Texas in Tarrant County or the Federal District Courts of the Northern District of Texas (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Uniden shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-US court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Uniden, such action is necessary or desirable.

9. GENERAL PROVISIONS.

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Uniden Code licensed hereunder shall be of no effect. The failure or delay of Uniden to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.

All questions concerning this EULA shall be directed to: Uniden America Corporation, 4700 Amon Carter Boulevard, Fort Worth, Texas 76155.

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