## RAZER END USER LICENSE AGREEMENT

**Agreement**. Razer Inc. and our affiliates ("**Razer**") are willing to license this software program and any related documentation (collectively "**Software**") to you only on the condition that you accept all of the terms contained in this End User License Agreement ("**Agreement**"). By continuing to install, or by using the Software in any way, you agree to be legally bound by the terms of this Agreement as of this date ("**Effective Date**"). If you do not agree to be bound, do not continue to install or use the Software.

You understand that for reasons that include, without limitation, system security, stability, and multiplayer interoperability, Razer may need to automatically update, pre-load, create new versions or otherwise enhance the Software and accordingly, the system requirements to use the Software may change over time. You agree that the terms of this Agreement apply to all such updates, new versions or other enhancements of the Software, unless the Software is accompanied by a separate license in which case the terms of that license will govern.

You further agree that you are not entitled to, and Razer has no obligation to provide you with, future updates, new versions or other enhancements of the Software, although Razer may choose to provide such updates in its sole discretion.

Some of Razer's Software may be only fully usable in conjunction with the use of additional Razer services. If this applies, the terms for such additional services must be accepted separately.

**Grant of License**. Razer grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the Software for your personal non-commercial use on your computer system(s) or to store the Software on your home computer, your other devices and any other electronic media owned by you. The Software is licensed and not sold to you and may only be used in a manner consistent with the terms of this Agreement. For backup purposes only, you may make limited copies of the Software for your own use. You must include on each such backup copy all copyright and other intellectual property rights notices included in the Software as supplied by Razer. No other rights are granted.

Consent to Use of Data. You agree that Razer and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, and related information, including but not limited to information about your Razer product, computer, system and application software, peripherals and other related devices, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Software, and to verify compliance with the terms of this Agreement. Razer may use this information, as long as it in in a form that does not personally identify you, to improve our products or to provide services to you. Accordingly, please also take note of the following points:

a. Privacy Policy. The privacy policy ("**Privacy Policy**") applies to Razer's collection of personal and other information through the Software, and the use and disclosure of such information. You acknowledge that you have read the <u>Privacy Policy</u> and agree with the terms stated in the Privacy Policy.

b. Use of Google Analytics. Razer wishes to highlight that it is using web analytics services provided by Google Analytics to analyse how you use the Software. Information collected by Google Analytics includes information about your installation and uninstallation of the Software, login and logout of the Software, launch or exit of games within the Software, and use of certain features within the Software. The purpose

for which Google Analytics is used is set out in the Privacy Policy. You agree to Razer's use of Google Analytics in relation to the Software. You can find out more about Google Analytics by reading its privacy policy <a href="https://example.com/here">here</a>.

**Restrictions**. You shall not directly or indirectly, in whole or in part, copy, photocopy, reproduce, translate, decompile, disassemble, reverse-engineer, modify, make derivative works from or remove any proprietary notices or labels from the Software in any way except as allowed by law or with Razer's prior written consent or as required under any open source licenses which the Software is subject to. You shall neither violate any applicable laws, rules or regulations in connection with your use of the Software, nor use the Software commercially (including selling, renting or licensing the use of the Software to others, whether or not profit is derived).

**Termination**. This Agreement is effective until terminated. In the event of any violation of the terms herein, this Agreement and your rights to use the Software shall automatically terminate without notice from Razer, and you must uninstall, delete and/or destroy all copies of the Software in your possession. The provisions of paragraphs with the following headers: "Disclaimer of Warranties", "Limitation of Liability", "Applicable Law" and "General" will survive any termination of this agreement.

Ownership, Copyright and Intellectual Property. Unless expressly stated herein, all title, ownership rights and intellectual property rights (including, without limitation, copyright and patent rights, whether registered or unregistered) concerning the Software are owned by and remain the property of Razer and are protected by national and international laws. Third party trademarks, trade names, images, product names and logos featured on the Software may be the trademarks or registered marks of their respective owners. Unless expressly stated herein, this Agreement does not give you any rights to the Software. Razer reserves all rights not expressly granted to you.

Third Party Content and Libraries. The Software may display content that is not created by us, but by other third parties, including other users of the Software. This content is the property of the respective owners or licensors. This content is also the sole responsibility of the person or entity that uploads the content or otherwise makes it available. We do not claim or assert any rights, title or interest in third party content, nor do we assume any responsibility or liability for such content. We have the right to review content to determine whether it is illegal or violates our policies, and to remove or refuse to display content that we reasonably believe violates our policies or the law. However, we do not warrant that we will review, screen or remove such content, and have no obligation to you to do so. Where we display, upload or make available any third party content in our Services or Software, we do not claim ownership to such content.

The Software may also include third party libraries (listed <u>at the bottom of this document</u>) that are not created by us, but by other third parties. Such libraries are the properties of the respective owners or licensors. Even if these third party libraries contain our digital signature, we do not claim or assert any ownership rights in such libraries, nor do we assume any responsibility or liability for such libraries. By continuing to install, or by using the Software (with such third party libraries) in any way, you acknowledge that you may be legally bound by and subject to any applicable third party terms. If you do not agree to be bound by these third party terms, do not continue to install or use the Software.

**Third Party Services**. Except where indicated, Razer is not affiliated to any third party sites displayed in the Software. The accessing of such third party sites, use and purchase of all merchandise or games titles through the third party sites are subject to the Terms of Use/Service of those respective sites.

DISCLAIMER OF WARRANTIES. RAZER PROVIDES THE SOFTWARE "AS IS" AND MAKES NO WARRANTIES THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS (INCLUDING ANY OTHER THIRD PARTY RIGHTS). ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED UNDER THE APPLICABLE LAW AND/OR IN ANY OTHER COMPARABLE LAW OF ANY OTHER STATE OR NATION (SUCH AS IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE) IS EXPRESSLY DISCLAIMED. RAZER DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY OR UNDERTAKING REGARDING THE SOFTWARE OR ITS EFFECTIVENESS, QUALITY, FITNESS FOR PURPOSE OR THAT IT IS FREE FROM ANY DEFECT OR ERROR OR OF SATISFACTORY QUALITY. RAZER DOES NOT MAKE OR GIVE ANY REPRESENTATION OR GUARANTEE THAT THE SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND RAZER DISCLAIMS ANY LIABILITY RELATING THERETO. ALSO, THERE IS NO WARRANTY OF TITLE, WARRANTY OF FREEDOM OF INTERFERENCE WITH YOUR ENJOYMENT, WARRANTY OF AUTHORITY IN CONNECTION WITH THE SOFTWARE OR INFORMATION AVAILABLE IN CONNECTION THEREWITH. THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY. RAZER SHALL IN NO EVENT BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SOFTWARE, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST PROFITS, LOSS OF INFORMATION OR DATA, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ARISING IN ANY WAY OUT OF YOUR USE OF OR INABILITY TO USE THE SOFTWARE.

**BETA DISCLAIMER**. THE FOLLOWING SECTION SHALL APPLY IF THE SOFTWARE IS LABELED OR OTHERWISE INDICATED AS BETA SOFTWARE:

BETA SOFTWARE MAY CONTAIN PROGRAMMING ERRORS, BUGS OR OTHER DEFECTS. A PRIMARY PURPOSE OF RAZER PROVIDING THIS BETA SOFTWARE TO YOU IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. ANY FEEDBACK YOU PROVIDE TO RAZER WILL BE TREATED IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS. RAZER IS UNDER NO OBLIGATION TO PROVIDE TECHNICAL SUPPORT TO YOU, AND PROVIDES NO ASSURANCE THAT ANY SPECIFIC ERRORS OR DISCREPANCIES IN THE SOFTWARE WILL BE CORRECTED.

**Indemnification**. You agree to defend, indemnify and hold harmless Razer from all liabilities, claims and expenses (including attorneys' fees) that arise from or in connection with your breach of this Agreement or your use or misuse of the Software. Razer reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to Razer in that matter.

**Applicable Law**. You agree that the laws of Singapore, without regard to principles of conflict of laws, shall govern both this Agreement and any dispute that might arise between you and Razer in relation to your use of the Software and this Agreement.

## Dispute Resolution; Binding Arbitration; Class Action Waiver.

a. **Notice**. In the event of any dispute or claim relating to the Software or this Agreement, you or Razer shall give the other party a notice of dispute listing the complaining party's name, address and contact information, and summarizing the facts and the relief requested. You shall send notices of dispute to us at support-us@razersupport.com and insert 'Razer Software Dispute' in the subject header of the email. We will send notices of dispute to you to your address if we have it, and otherwise to your email address. Each party shall make reasonable, good faith efforts to resolve any dispute or claim within 60 days from the date the notice of dispute is sent.

b. **Binding Arbitration and Exceptions**. If we are unable to reach a mutually satisfactory resolution within 60 days of the date of notice of dispute, you agree that any disputes shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise.

If you are a consumer based in the European Union, the preceding paragraph on arbitration does not apply, and you may make a claim in a competent court of the country in which you reside.

**Export Law Assurances.** You agree that you may not export or re-export the Software in violation of any applicable laws or regulations including without limitation those of the United States of America and/or the laws and regulations of the jurisdiction(s) in which the Software was obtained.

**General**. If any term herein is held to be invalid or unenforceable, then such term (in so far as it is invalid or unenforceable) shall be given no effect and deemed to be excluded without invalidating any of the remaining terms. This Agreement constitutes the entire understanding with respect to the use of the Software. Razer reserves the right to amend this Agreement at any time without notice.

u.s. GOVERNMENT RESTRICTED RIGHTS. The Software is provided to the U.S. Government with restricted rights and limited rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth below. The Software is a "Commercial Item", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

## **Third Party Libraries / DLLs**

GalaSoft.MvvmLight.dll

GalaSoft.MvvmLight.Extras.dll

libssh2.dll Newtonsoft.Json.dll

protobuf-net.dll

sqlite3.dll

System.Data.SQLite.dll

System.Data.SQLite.EF6.dll

System.Data.SQLite.Linq.dll

SQLite.Interop.dll