

Sears Gateway and Hub License Agreement and Terms of Use

This version is in effect since August 3, 2016.

The following Sears Gateway and Hub License Agreement and Terms of Use (collectively, these “**Terms**”) form a binding legal agreement between the person or company accepting these Terms (“**you**”) and Sears Holdings Management Corporation together with its affiliates and service providers (“**Sears**”) and will govern your access to and use of Sears’s proprietary Gateway and Hub system (the “**Sears Gateway and Hub**”). The Sears Gateway and Hub includes (A) the web-based and mobile web user interfaces thereto that may be made available by Sears or its affiliates from time to time (“**Web Interfaces**”), (B) the mobile device applications that may be made available by Sears or its affiliates from time to time for use in connection therewith (“**Mobile Apps**”), and (C) the firmware, software and functionality that is embedded or contained in, or that may otherwise be provided by (1) a Sears Internet Gateway device accessing the Internet through an Ethernet connection to a router (“**Gateway**”), (2) a Sears Wi-Fi Hub device accessing the Internet through a Wi-Fi connection to a router (“**Hub**”), or (3) any other Sears-approved interface device (each of (1)-(3), a “**Device**”; such firmware, software and functionality, “**Device Code**”) for use in connection with your garage door opener or other product that is supported by the Sears Gateway and Hub (collectively, the “**System**”). Before you may use or access the System, or any portion thereof, you must read and accept all of the terms and conditions in, and linked to, these Terms, including Sears’s Privacy Statement www.craftsman.com/privacy-policy.

Please read these Terms carefully. **BY CHECKING THE BOX STATING “I AGREE TO THE LICENSE AGREEMENT AND TERMS OF USE” AS PART OF SEARS’S REGISTRATION PROCESS FOR THE SYSTEM, OR BY ACCESSING OR USING THE SYSTEM, OR DOWNLOADING, OPENING OR INSTALLING A SEARS GATEWAY OR HUB DEVICE (OR OTHER DEVICE) OR ANY MOBILE APP, WEB INTERFACE OR DEVICE CODE OR SOFTWARE OR ANY WEBSITE THAT SEARS OR ANY OF ITS AFFILIATES MAY MAKE AVAILABLE TO YOU, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND YOU REPRESENT AND WARRANT THAT (I) YOU ARE 18 YEARS OF AGE OR OLDER, AUTHORIZED TO ENTER INTO THESE TERMS, AND AUTHORIZED TO ACCESS OR OPERATE THE GARAGE DOOR OPENER(S), LIGHTS OR OTHER PRODUCTS THAT YOU REMOTELY ACCESS THROUGH THE SYSTEM, AND (II) YOU, WITHOUT LIMITATION OR QUALIFICATION, ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.**

Electronic Signature and Consent: You agree (A) to the use of electronic documents and records in connection with your registration for the System, and all future documents and records in connection therewith — including this electronic signature and disclosure notice — and (B) that such use of electronic documents and records satisfies any requirement that Sears provide you these documents and their content in writing. You have the right to receive a paper copy of all documents and records. You may (i) obtain a paper copy of any document or record (free of charge), (ii) withdraw your consent to the continued use of electronic documents and records, or (iii) update your contact information by calling Sears at [800-528-5236](tel:800-528-5236) (US) or updating your information at www.craftsman.com/. To receive or access electronic documents and records, you must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports at a minimum HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer 7 and higher, Firefox 3 and higher, Chrome 3.0 and higher; and (c) software that permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat™ Reader 8.0 or higher. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your

system and device meets the above receipt, access, and retention requirements. Your checking on the box stating “I agree to the License Agreement and Terms of Use” button indicates your signature and your acceptance of this notice.

IF YOU DO NOT ACCEPT THESE TERMS, SEARS IS UNWILLING TO PERMIT YOU TO ACCESS OR USE THE SYSTEM AND SEARS IS UNWILLING TO GRANT YOU A LICENSE TO THE SYSTEM, IN WHICH CASE YOU ARE NOT PERMITTED TO INSTALL, COPY, DOWNLOAD OR OTHERWISE USE THE SYSTEM (OR ANY PORTION THEREOF) AND YOU MUST IMMEDIATELY CEASE ALL ACCESS TO AND USE OF THE SYSTEM, AND DELETE ALL MOBILE APPS, DEVICE CODE AND OTHER SOFTWARE OR MATERIALS MADE AVAILABLE TO YOU BY SEARS OR ITS AFFILIATES.

If you do not agree to these Terms and you have not registered, installed or used the Sears Gateway, Hub, or other Device, you may return the unused Device to the authorized Sears retailer from which you purchased such Device, for a refund of the purchase price that you paid for such device, provided that (i) you return the Sears Device within the time period required by the authorized Sears retailer (but in any event no later than ninety (90) days after the date of your purchase), (ii) you include with your return the original purchase receipt (or a valid copy thereof) and all packaging, documentation and other accompanying items, and (iii) you otherwise comply with all of the requirements of the authorized Sears retailer’s return policy. If, and only if, the authorized Sears retailer from which you purchased the Sears Device has a final sale policy whereby the retailer does not accept product returns under any circumstances, you may contact Sears Customer Service at [800-528-5236](tel:800-528-5236) (US). In such circumstances, Sears may, but will not be obligated to, accept the return of, and issue a refund for, such Device.

- 1. License Granted.** Upon and subject to your acceptance of and compliance with these Terms, Sears hereby grants you a non-exclusive, personal, non-transferable, non-sublicensable, limited license, under Sears’s rights in the System, to use the System in each instance subject to your compliance with these Terms and solely in connection with your use of a Device that you are otherwise authorized to access and use (the “**License**”). The System may initially be accessed through Sears’s proprietary website at assurelink.craftsman.com or a different website that may be designated by Sears from time to time for use with the System (each, a “**Site**”). The System is designed for you to access the System through the Site, a Web Interface, or one or more Mobile Apps. You hereby acknowledge and agree that Sears (or, if applicable, its licensors) has and will retain all right, title, interest and ownership in and to each Site and the System and all other Materials (as defined below) (and all modifications and derivative works thereof), including any trademarks, copyrights, patents and trade secrets and other intellectual property and proprietary rights with respect thereto or contained therein. Sears and its licensors reserve all rights and licenses not expressly granted to you herein. Except for the License, no license is granted to you under these Terms, whether by implication, waiver or estoppel. These Terms are a license to access and use certain intellectual property of Sears and its licensors and do not constitute a contract for the sale of goods or services. These Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 2. License Fees.** Sears does not currently charge fees for your access to or use of the System or as authorized by Sears in these Terms (“**License Fees**”). However, Sears reserves the right, at any time, to begin charging you License Fees, and to modify License Fees, for your access to or use of the System, or any portions thereof, including charging a License Fee for the License as provided in Section 13 hereof. If Sears elects to charge License Fees and you wish to continue to access and use the System, then as a condition to your continued access and use, (i) you must first enter into a subscription agreement on terms and conditions specified by Sears (a “**Subscription Agreement**”), (ii) you must make payment arrangements with Sears or its designee for the License Fees as specified in such Subscription Agreement, and (iii) you must pay to Sears the applicable License Fees specified in such Subscription Agreement. If you do not enter into such Subscription Agreement with Sears or its

designee, or if you do not pay to Sears the License Fees as specified in the Subscription Agreement or otherwise fail to satisfy the conditions in clauses (i) through (iii) above or if Sears elects, for any reason, not to enter into a Subscription Agreement with you, then the License and your ability to access the System will automatically terminate at a time determined by Sears in its sole discretion. If your License has expired or terminated and you desire to reactivate the License and your access to the System, you may request Sears to reactivate the License and such access, provided that you first pay to Sears the then-current License Fees (as specified by Sears from time to time) for reinstatement of the License and such access. In all instances, you will pay and be responsible for paying any and all sales, use, excise, personal property or other taxes of similar nature levied upon License Fees or your access to or use of the System (collectively, "**Taxes**"). If full payment of any License Fees is not received by Sears when due or if you do not strictly comply with any of the terms and conditions contained in these Terms, Sears may, at its sole option, suspend or terminate the License and deactivate the Password and your access to and use of the System (a "**Suspension**"), without any cure period or any notice to you. In addition, if you do not access or use the System for 180 days or more (or such other time period as may be specified by Sears from time to time), Sears reserves the right to implement a Suspension of your License, account and access to and use of the System without any notice to you. You may request Sears to end such Suspension by contacting Sears through the Contact Us section below or through your Mobile App and, if required by Sears, paying to Sears the applicable License Fees specified by Sears.

3. **Use of System; Disclaimers.** The System is designed to allow users to remotely activate garage doors or other barrier operators, lights and/or household appliances that are connected to a Sears Gateway, Hub, or other Device, and to obtain information on the status and usage of and remotely monitor such items (e.g., garage door currently closed; garage door opened for 1 hour). More information about supported functionality and capabilities of the System is available at www.craftsman.com.

>IMPORTANT WARNING: TO REDUCE THE RISK OF SERIOUS INJURY OR DEATH, YOU MUST NEVER PERMIT CHILDREN TO ACCESS, USE, OPERATE OR PLAY WITH THE WEB INTERFACES, MOBILE APPS OR OTHER PARTS OF THE SYSTEM, OR ANY CONTROLS THEREOF, AND YOU MUST NEVER USE ANY OPERATOR OR LIGHT CONTROLS OF THE WEB INTERFACES, MOBILE APPS OR OTHER PARTS OF THE SYSTEM WHILE DRIVING.

You acknowledge and agree as follows:

- a. The System is NOT an "alarm" or security system, and is not intended to function or be used as such. Sears does not provide central station or other monitoring of the System or any items connected to the System; such monitoring is solely your responsibility. The System does NOT provide fire, heat, smoke, carbon monoxide, burglar, motion sensor, or other alarm or detection capabilities and must not be used as a substitute for appropriate home safety detectors or equipment or other items required by applicable laws or building codes.
- b. You are solely responsible for ensuring that all equipment connected to the System is correctly and safely installed and maintained in proper working order. Sears will have no responsibility or liability whatsoever for any failure or malfunction of any garage door opener or other product or device connected to or activated by the System, including the Device hardware (e.g., OEM garage door openers, lamps, etc.).
- c. You are solely responsible for the installation of the System and for providing internet connectivity and electric power needed to operate the System. Sears will have no responsibility or liability for interruptions of electric power or internet connectivity, whether localized to you or Sears or applicable to the System as a whole.

- d. The System may automatically download from a Site or Sites or other sources and install in or on the System certain updates for the Web Interfaces, Mobile Apps, Device Code or other parts of the System, and you hereby consent to such downloading and installation without any separate notice thereof from Sears, and you also agree to receive and install such downloads. If you or Sears terminates the License or if you allow the License to expire or be subject to Suspension, your data (including any of your data stored on or in connection with the System) may not be preserved.
- e. Sears may change the System at any time without providing you notice and without having any liability to you or any other person or entity. Sears may post descriptions of changes to the System on a Site. If you do not agree with any such changes, your sole and exclusive remedy is to not use the System. Your continued use of the System indicates your acceptance of and agreement to such changes.
- f. You understand that any applications connected to the internet are subject to inherent risks common to the internet, such as hackers, viruses, et cetera. Sears will have no responsibility or liability for wrongful acts or conduct of any third party committed through use of the internet that may affect you, the System. You agree that no data transmitted over the Sears networks, the internet, or through wireless means is or can be guaranteed to be secure. Sears does not guarantee that data submitted or transmitted to Sears will be free from unauthorized disclosure, access, misappropriation or intrusion.
- g. Because your Device communicates with Sears by transmitting information through wireless means and over the internet, the availability of the System cannot be guaranteed and is also subject to other limitations as may be specified by Sears from time to time, including the following restrictions: (a) your Device must be registered with Sears through the applicable Site, and the System must be connected to your registered Device; (b) the System is only available in the United States and Canada (except as may be specified otherwise by Sears from time to time in its sole discretion); and (c) the System may not be available when the internet or your wireless connection or your mobile connection is not working properly.

4. **Limited Warranty; Disclaimer.**

- a. The sole warranty provided by Sears with respect to the System and other Materials is a limited warranty, only during the period when the License remains in effect and has not been suspended or terminated, to use commercially reasonable efforts to correct or bypass a material defect in the System, as determined solely by Sears based on Sears's then-current published specifications for the System, subject to these Terms (the "**Limited Warranty**"). The Limited Warranty does not extend to you unless you have accepted these Terms and remain bound by these Terms. The Limited Warranty is for your benefit only and may not be enforced by any other person or entity. The Limited Warranty will not apply to, and Sears will have no liability or obligation with respect to, problems or damage resulting from, but not limited to, any of the following: (i) accident, modification, neglect, abuse, careless or incorrect handling, misuse or improper operation, disassembly, misapplication or use in unusual physical environments or under operating conditions not approved by Sears (including use of any Device with an improper voltage supply); (ii) problems relating to or residing in non-Sears hardware, software or other items with which the System are used; (iii) use in an environment, in a manner or for a purpose for which the System were not designed or not in accordance with Sears's published documentation; and (iv) installation, modification, alteration or repair by anyone other than Sears or its authorized representatives.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO THE SYSTEM, ALL OF THE SYSTEM AND THE MATERIALS THAT ARE OR MAY BE PROVIDED BY SEARS OR ITS AFFILIATES ARE PROVIDED "AS IS", WITH ALL FAULTS AND IN LIEU OF, AND SEARS HEREBY DISCLAIMS, ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY (INCLUDING WARRANTY AGAINST LATENT DEFECTS) OR FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, TITLE, OWNERSHIP, NON-INFRINGEMENT, ERROR-FREE OPERATION, ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT, AND ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF CONDUCT, TRADE USAGE OR TRADE PRACTICE OR OTHERWISE. SEARS DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (I) THE OPERATION OF THE SYSTEM, OR ANY WEB INTERFACE, MOBILE APP, DEVICE CODE OR OTHER PORTION OF THE SYSTEM, IS OR WILL BE UNINTERRUPTED OR ERROR-FREE OR COMPATIBLE WITH ANY OTHER HARDWARE OR OTHER ITEMS USED BY YOU OR (II) ANY DEFECT CAN OR WILL BE CORRECTED OR THAT THE SYSTEM WILL BE AVAILABLE OR USABLE, OR (III) THE FUNCTIONS CONTAINED IN OR TO BE PROVIDED BY THE SYSTEM WILL MEET YOUR REQUIREMENTS OR THE REQUIREMENTS OF ANY STATE, PROVINCIAL, OR FEDERAL LAW OR BUILDING CODE, INSURANCE REQUIREMENTS, OR SIMILAR REGULATIONS. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF THE SYSTEM, AND THE MATERIALS SHALL BE WITH YOU. **Some states or other jurisdictions do not allow the exclusion of an implied or statutory warranty, so the above disclaimers may not apply to you, and you may have other legal rights that vary by jurisdiction.** Where applicable, all implied warranties will be limited to the period during which the License remains in effect and has not been terminated or subject to Suspension.

- c. Sears is not responsible for any loss of your data, or for any loss related to downtime associated with the use of the System, whether through power outage, failure of internet or wireless connectivity, network disruptions, or otherwise.
5. **Restrictions on Use.** You are not permitted to, and will not, use the System with any equipment for which it is not designed (as determined in Sears's sole discretion) or that is not properly installed and in good operating condition. You will not (a) use, or cause or permit any other person or entity to use, the System (or any Web Interfaces, Mobile Apps, Devices, Device Code or other portion of the System or any materials or other items made available by Sears or its affiliates) (collectively, the "**Materials**") to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of the System, or any other Materials, (ii) the transferring or purported resale, licensing or sublicensing of the System, or any other Materials, or (iii) the removal, delivery, or exportation of System, or any other Materials or any other act in violation of any relevant export laws or regulations. You will use the System for your own personal purposes only, and not for rent or for hire. By using the System or both, you will: (A) accurately furnish all contact and other information requested by Sears and notify Sears immediately of any change in such information, including a change in ownership of any Device or any residence at which a Device is installed; (B) properly maintain your Device; (C) not use the System in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (D) not use the System in any manner other than as intended by Sears and expressly permitted by these Terms; (E) not use the System in any manner that could harm Sears, its service providers, its affiliates, or any other person; and (F) strictly comply with these Terms and any other requirements or restrictions requested or imposed by Sears from time to time.
6. **Sale or Transfer of Device and Other Users of Your Device.** If you sell or transfer your Device to another person, or you allow another person to use your Device, you will immediately notify such person that the Device is connected to the System and is subject to these Terms and Sears's Privacy Statement www.craftsman.com/privacy-policy. In addition, if you sell or transfer your Device to another person, you will immediately (i) notify Sears of the change in ownership of your Device by contacting Sears Customer Service at [800-528-5236](tel:800-528-5236) (US) to release the Device from your account, and (ii) notify such person that (A) he or she must register the Device with Sears through a Site after you have released the Device from your account with Sears, and agree to these Terms prior to any access to or use of the System, and (B) such access to and use of the System are expressly conditioned upon his or her agreement to these Terms, and (C) he or she must pay to Sears all applicable License Fees (as may be

required by Sears from time to time). Sears reserves the right to charge a License Fee for any such sale or transfer of any Device.

7. **Operational Information.** You will regularly review and are responsible for regularly reviewing the instructions, FAQ and user information available at smartgdo.craftsman.com and ensuring that every authorized user understands how to properly operate the System, the Site and any Mobile Apps.
8. **Password and Your Security Obligations.**
 - a. Upon registering for the System through a Site, you will be required to select a unique user ID (“**ID**”) and password (“**Password**”) to access the System through the Site or a Mobile App. You will select the initial Password. If you lose your Password, you may request Sears to issue to you a randomly generated replacement Password. Upon receipt of such replacement Password, you will immediately access the System to change such Password to a new Password selected by you. You are encouraged to change your Password regularly. You are responsible for requesting Sears to issue to you a new Password if needed for any reason. Repeated incorrect attempts to log-on may result in deactivation of your Password, in which event you will need to request Sears to issue to you a new Password. In the event of a security breach of your password, you will provide such assistance to Sears as may be requested by Sears in the investigation of any unauthorized use and any enforcement proceedings in connection therewith.
 - b. You acknowledge and agree that only one (1) user log-in account for the System is available for each Device. If you choose to permit others to use your ID for the System you will ensure that such other users comply with these Terms and use your e-mail address and Password to log-in to the System. You will be solely responsible for taking all steps as are necessary or prudent to safeguard your Password. You will be responsible and liable for any use of the System by any person to whom you make your ID or Password available or to whom you otherwise make available any portion of the System as well as for all acts and omissions of others who use your ID (including any person to whom you sell or transfer any Device), whether or not such person’s use of your account or Password was authorized by you.
 - c. You acknowledge and agree that the System has multiple security setting options. The System’s default setting, and Sears’s recommendation, is the highest security level setting available on the System. However, you have the option to set the System to a lower level of security if you so choose. Sears will have no liability for any unauthorized access to or use of the System, including as a result of your choice of security level settings.
 - d. You agree that Sears may, in Sears’s sole discretion, treat as you (or as an authorized user on your account) any person who presents your ID and Password or any other credentials that Sears deems sufficient for account access, and Sears will be entitled to disclose to such person your account information and permit such person to make changes in the System.
9. **Mobile Apps.** Sears may from time to time make available Mobile Apps that permit the System to be accessed and operated through smart phones or other mobile devices. Without limiting any restrictions set forth elsewhere in these Terms, the license granted to you for any Mobile App is limited to a non-transferable license to use the Mobile App on any mobile device that you own or control. The Mobile Apps are licensed, not sold, to you for use only under these Terms. This license does not allow you to use the Mobile Apps on any mobile device that you do not own or control, and you may not distribute or make the Mobile Apps available over a network, or where it could be used by multiple devices at the same time. Without limiting any of the other restrictions set forth in these Terms, you may not rent, lease, lend, sell, redistribute or sublicense the Mobile Apps, and you will not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Apps, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use

of any open sourced components included with any Mobile Apps). Any attempt to do so is a violation of the rights of Sears and its licensors. If you breach this restriction or any other terms or conditions contained herein, you may be subject to prosecution and damages. These Terms will govern any upgrades provided by Sears that replace and/or supplement the original Mobile App, unless such upgrade is accompanied by a separate license designated by Sears, in which case the terms of that separate license will govern. Sears does not guarantee that the Mobile Apps will be available for, or function in connection with, all smart phones or other mobile devices. The additional content and services associated with a Mobile App may also change at any time in Sears's sole discretion. In order to use such Mobile Apps, you must also purchase an appropriate data plan from your wireless carrier, in addition to paying the applicable License Fees. Sears is not responsible for overages or for actions that your wireless carrier may take against you for using data in violation of your wireless carrier's service terms.

10. **Additional Provisions for Mobile Apps.** Mobile Apps may contain open source software and/or other modules or code provided by third parties.

The terms of Exhibit A attached hereto (and incorporated herein by this reference) form part of these Terms and govern your use of Mobile Apps.

For Mobile Apps that you download from the iTunes Store for use with your Apple Inc. ("**Apple**") mobile device ("**Apple Mobile Apps**"):

- a. You agree to the iTunes Store Terms of Service and you will only use the Apple Mobile Apps solely as permitted by the Usage Rules set forth in the Apple App Store Terms of Service (the "**Usage Rules**"), which you acknowledge you have had the opportunity to review; provided, however, that if these Terms include more restrictive terms than the Usage Rules, then such more restrictive terms will supersede the conflicting terms in the Usage Rules.
- b. You acknowledge that these Terms are concluded between you and Sears only, and not with Apple, and that Sears, not Apple, is solely responsible for the Apple Mobile Apps and the content thereof.
- c. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple Mobile App.
- d. In the event of any failure of any Apple Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price (if any) for the Apple Mobile App and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Sears's sole responsibility (subject to the qualifications, disclaimers and limitations set forth in these Terms).
- e. You acknowledge that (i) in the event of any third party claim that the Apple Mobile App or your possession and use of the Apple Mobile App infringes that third party's intellectual property rights, Sears, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, and (ii) Sears, not Apple, is responsible for addressing any of your claims or those of any third party relating to the Apple Mobile App or your possession and use of the Apple Mobile App, including (A) product liability claims, (B) any claim that the Apple Mobile App fails to conform to any applicable legal or regulatory requirement, and (C) claims arising under consumer protection or similar legislation, in each instance, subject to the qualifications, disclaimers and limitations set forth in these Terms (which will not be construed in a manner that would limit Sears's liability beyond the extent permitted by applicable law).

- f. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right, and will be deemed to have accepted the right, to enforce these Terms against you as a third party beneficiary thereof.

11. Copyright Notices for The Gateway and The Hub Products. The software contained within the Gateway and the Hub product is © 2011-2016 The Chamberlain Group, Inc. Portions of the software contained within the Gateway and the Hub software may be subject to other copyrights and obligations listed in Exhibit B.

12. Idea Submission. If you submit to Sears a comment, idea, recommendation, suggestion or any other material ("**Feedback**") related to the Devices (excluding any illegal content), including through a Site or a Mobile App, you will and hereby do irrevocably assign to Sears, without further consideration, all of your right, title and interest in and to such Feedback, and all intellectual property rights related thereto, throughout the world, and acknowledge that Sears will be entitled to use and implement, and to authorize others to use and implement, such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you. To the extent that the foregoing is deemed ineffective, you will and hereby do grant to Sears (and its successors and assigns) a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, paid-up right and license, with the right to grant sublicenses to others, through multiple levels, to use, display, reproduce, modify and distribute and otherwise freely exploit the Feedback, in whole or in part, in any and all media, whether alone or together or as part of any material of any kind or nature. Without limiting any of the foregoing, Sears will have the right to use, copy, display, perform, distribute, modify and re-format Feedback in any manner that Sears may determine. By submitting Feedback, you represent and warrant to Sears that (i) you have all necessary rights in and to such Feedback to do so and to provide the foregoing assignments and grants, (ii) none of the Feedback (or the information contained therein) infringes, misappropriates or violates any proprietary, intellectual property or other rights of any other person or entity, or contains any libelous, tortious, or otherwise illegal content.

13. Termination. You may terminate the License and your use of the System without cause at any time, and Sears may suspend or terminate the License and your use of the System without cause at any time; however, no refund of License Fees, if any, will be issued to you in connection with any termination. Sears may also terminate your access to and use of the System at any time if you fail to pay License Fees or if Sears, in its sole discretion, determines that you have failed to strictly comply with these Terms. Termination will not relieve you of any obligation to pay License Fees or other obligations accrued prior to the effective date of termination.

14. Indemnity and Release; Limitation of Liability.

- a. You will, at your sole cost, indemnify, defend and hold Sears, its affiliates, and its and their respective distributors, dealers, resellers, providers, suppliers, licensors, officers, directors, employees, agents, independent contractors and representatives (collectively, the "**Sears Indemnified Parties**") harmless from and against any and all losses, damages, and expenses (including attorneys' fees and costs and expenses of investigation) arising or resulting in any manner from your breach of or other failure to strictly comply with these Terms or from any access to or use of (or the inability to access or use) the System or any portion thereof. YOU HEREBY RELEASE AND WILL RELEASE SEARS AND THE OTHER SEARS INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SYSTEM, INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SYSTEM, EVEN IF CAUSED BY THE FAULT OR NEGLIGENCE OF SEARS OR ANY OTHER SEARS INDEMNIFIED PARTY, OR THE MALFUNCTION OF THE SYSTEM.

- b. Sears is not assuming responsibility or liability for any losses or damages (including any direct, indirect, special, reliance, incidental or exemplary damages and consequential damages or loss of anticipated profits, attorneys fees or economic loss), irrespective of the cause, that may occur even if due to Sears's negligent performance or failure to perform any obligation under these Terms or any other basis. In the event of any breach of these Terms by Sears, your sole and exclusive remedy, and Sears's sole and exclusive obligation, will be, at Sears's option, for Sears to use commercially reasonable efforts to refund of the applicable License Fee (if any) paid by you for the portion of the System that is the subject of such breach by Sears.
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37. Texas Instruments Incorporated (tic6x-* targets)

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