

**The following is an overview of the Legal Agreement which follows immediately below.
Please do not unlock or load any software unless you know what you are doing.**

1. **You are entering into a legal agreement.** You must be the owner of the device, and at least 18 years old to enter into this agreement. If you are acting on behalf of the owner, you must be authorized by the owner to enter into this agreement.
2. **We are not responsible for what you do with your device.** You assume all risks associated with unlocking your device and/or altering its software.
3. **Don't violate copyright law.** Your use of the phone's software is subject to a copyright license; misuse may constitute copyright infringement, making you liable for damages.
4. **Devices that have been unlocked are for your personal use only.** Once you unlock the device, you can only use it for your personal use, and may not sell or otherwise transfer the device.
5. **The following applies to all devices, except for Developer Edition devices:**
Obtaining an unlock code voids all warranties. Once you get the unlock code, your device is no longer covered by the Motorola warranty, or any other warranty provided with the device. Neither Motorola, nor your wireless carrier shall have any duty to provide warranty or customer support for unlocked devices.
6. **The law still applies.** You must operate the device in compliance with all applicable laws, rules and regulations. It's against the law to operate the device in violation of its FCC grant.
7. **Unlocking your device and/or altering its software may have unexpected consequences.** Unlocking your device and/or altering its software might cause the device to stop working, disable important features and functionality, and even make the device unsafe to the point of causing you harm.
8. **Once you get the unlock code, you are on your own.** Motorola has no way of knowing what you will do with your device once it is unlocked, and therefore once you get the unlock code, you agree that Motorola is not liable for any damages.
9. **We are not responsible for any harm.** You release Motorola, and your wireless carrier or retailer from whom you purchased the device, from any and all damages caused by unlocking and/or altering your device's software.
10. **Indemnification.** You agree to defend and hold Motorola and your wireless carrier or retailer from whom you purchased the device, harmless from any claims related to a) unlocking the device and/or altering its software; b) violations of this agreement; or c) violations of third party intellectual property rights.
11. **Usage is limited to approved wireless networks.** You can only operate a device that has been unlocked on a wireless carrier's network if such wireless carrier approves.
12. **If you cause problems, your wireless network access can be disabled.** You authorize Motorola or your wireless carrier to disable your device and/or its connection to a wireless network if we believe your device is causing any harm, or is unauthorized.
13. **Do not accept Motorola software upgrades.** You agree that Motorola has no obligation to upgrade or otherwise support your device once it has been unlocked. In fact, we

strongly recommend against accepting and/or downloading any Motorola software updates/upgrades, as these could damage your phone.

14. **This agreement supersedes all others.** This agreement supersedes any conflicting terms or conditions including a) those originally provided with this device; b) any terms of sale; and c) any wireless service terms and conditions, and is binding on you and your successors.
15. **Mandatory arbitration of any claims.** You agree to arbitrate any and all claims related to this Agreement and/or an unlocked device other than those involving intellectual property or unfair competition claims. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879.

LEGAL AGREEMENT AND WARNING

You have requested a code (hereinafter the "Unlock Code") to unlock the bootloader of a mobile communications device (hereinafter the "Device"). In order to obtain the Unlock Code, you must read and accept the following legal terms. Your agreement with these terms will create a binding legal agreement between, on the one hand, you and the legal owners and authorized users of this Device (if not you) (collectively and interchangeably referred to herein as "User"), and on the other hand, Motorola Mobility LLC. and User's Wireless Carrier (as defined below) (both together referred to herein as "Motorola").

WARNING: MOTOROLA STRONGLY RECOMMENDS AGAINST UNLOCKING THE BOOTLOADER AND/OR MODIFYING OR ALTERING A DEVICE'S SOFTWARE OR OPERATING SYSTEM. DOING SO CAN HAVE UNINTENDED, UNFORESEEN, AND DANGEROUS CONSEQUENCES, SUCH AS RENDERING THE DEVICE UNUSABLE, VIOLATING APPLICABLE LAWS, OR CAUSING PROPERTY DAMAGE AND/OR BODILY INJURY, INCLUDING DEATH. WHILE WE UNDERSTAND THIS MAY SEEM HARSH, WE DO NOT KNOW WHAT YOU WILL DO WITH THE DEVICE ONCE IT IS UNLOCKED, AND/OR HOW IT WILL FUNCTION IF ITS SOFTWARE IS ALTERED, AND THEREFORE WE WANT YOU TO UNDERSTAND THE POTENTIAL DANGERS AND THAT YOU ARE RESPONSIBLE FOR ANY REPERCUSSIONS.

Unlocking the bootloader allows access to administrative privileges, including the ability to make modifications to the Device, not normally accessible to the end user, such as modifying pre-loaded software, or modifying or even replacing the entire operating system. Unlocking the bootloader, modifying pre-loaded software or the operating system, and/or running software or operating systems other than those supplied by Motorola can cause the Device to be unsafe, cause the Device to malfunction, render the Device inoperable, and/or otherwise permanently

damage the Device.

As used in this Legal Agreement and Warning, the term “Unlocked Device” means a Device for which an Unlock Code has been obtained, regardless of whether such Device’s bootloader has actually been unlocked, relocked or whether such Device’s software or operating system has been modified or whether it’s original, unmodified software or operating system has been reloaded. In other words, once a Device’s Unlock Code has been released by Motorola to User, the Device shall thereafter, for all intents and purposes, be deemed to be an Unlocked Device, irrespective of whether it was, in fact, unlocked or modified.

By clicking “I Agree”, as consideration for obtaining the Unlock Code, you acknowledge, understand, represent, and agree to the following terms:

(1) You are at least eighteen (18) years of age, and are the User of the Device, or the duly authorized agent thereof, and have full authority to enter into this agreement on behalf of the User, and will share the obligations, warnings, and other requirements and information contained in this Legal Agreement and Warning with the User, and any subsequent owner, user, or licensee of User, before permitting them to use the Device; and

(2) User understands and assumes all risks associated with unlocking this Device and/or altering this Device's software or operating system, including but not limited to those outlined herein; and

(3) User acknowledges that the Device’s software and operating system are, and at all relevant times shall remain, subject to U.S. and international copyright and other intellectual property laws, and that accessing, modifying, or using the software or operating system or certain components thereof, contrary to the terms of this agreement, may constitute copyright infringement or other violations of U.S. intellectual property laws for which User may be civilly and/or criminally liable; and Motorola reserves all intellectual property rights associated with the Device’s software and operating system and grants to User only the limited non-exclusive rights to use such software and operating system subject to the restrictions contained in this license and any end user license agreements supplied with the Device; and

(4) User is unlocking the Device and/or altering the Device's software or operating system for his/her own personal use; User agrees not to transfer (i.e. sell, lease, or otherwise receive compensation from any third party for the right to use, possess, or operate such Device) such Device to any third party; and

(5) THE FOLLOWING APPLIES TO ALL UNLOCKED DEVICES EXCEPT FOR DEVELOPER EDITION DEVICES, BY OBTAINING THE UNLOCK CODE FOR THIS DEVICE, IRRESPECTIVE OF WHETHER THE DEVICE’S BOOTLOADER IS SUBSEQUENTLY UNLOCKED OR ITS SOFTWARE OR OPERATING SYSTEM IS MODIFIED, USER AGREES TO WAIVE AND VOID ALL WARRANTIES THAT MAY HAVE BEEN PROVIDED BY

MOTOROLA OR YOUR WIRELESS CARRIER, BOTH EXPRESS AND IMPLIED, INCLUDING ANY WRITTEN WARRANTY THAT ACCOMPANIED THE DEVICE AT THE TIME OF PURCHASE OR DELIVERY, AND AGREES THAT ANY RIGHTS OR REMEDIES PROVIDED BY SUCH A WARRANTY ARE NULL AND VOID. NEITHER MOTOROLA, NOR YOUR WIRELESS CARRIER, MAKES ANY WARRANTIES OF ANY KIND, AND MOTOROLA AND YOUR WIRELESS CARRIER DISCLAIM ALL WARRANTIES OF EVERY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH AN UNLOCKED DEVICE. USER ACKNOWLEDGES AND AGREES THAT ALL SUCH WARRANTIES ARE HEREBY EXCLUDED AND THAT ALL UNLOCKED DEVICES ARE PROVIDED "AS IS," WITH NO WARRANTY OF ANY KIND; and

(6) User will operate the Device in compliance with all applicable laws, rules and regulations. User will not make or enable any changes to the Device that will impact its grant of equipment authorization, or compliance with other government approvals. The equipment authorization grant is based on the Device's emission, modulation, and transmission characteristics, including power levels, operating frequencies and bandwidths, specific absorption rate (SAR) levels, duty-cycle, transmission modes (e.g., CDMA, GSM), and intended method of using the Device (e.g., how the Device is held or used in proximity to the body); a change to any of these factors will invalidate such grant with respect to the Device. **IT IS ILLEGAL TO OPERATE A TRANSMITTING DEVICE WITHOUT A VALID GRANT;** and

(7) Unlocking your device and/or altering its software may have unexpected consequences, including causing any of the following things to occur:

- a) Disabling of the Device's emergency features, including use for Emergency Assistance, e.g. 911 or equivalent; and
- b) Adversely affect the operation of the Device, including rendering the Device, in whole or in part, inoperable, and/or causing permanent damage to the Device; and
- c) Cause the Device to overheat, explode and/or catch fire, exceed SAR values, exceed safe volume settings, and otherwise be unsafe, including creating the potential to cause serious bodily injury, including death (while we understand this may seem harsh, we do not know what you will do with the device once it is unlocked, and/or how it will function if its software is altered, and therefore we want you to understand the potential dangers); and
- d) Invalidation of your Device's grant of equipment authorization, or otherwise violating applicable laws; and
- e) Cause accessories to malfunction, or to be inoperable, or to cause permanent damage the Device; and

- f) Cause applications, software and other content previously installed on the Device or accessible by the Device to be no longer accessible, or to malfunction; and
- g) Cause software upgrades to malfunction, be unavailable, and/or render the Device inoperable; and
- h) Cause "disability access" features, such as TTY, Hearing aid compatibility, text-to-speech and other features and functions designed to enable use of the Device by the hearing or visually impaired, to malfunction, or to be inoperable, thereby causing the Device to be inaccessible to such individuals; and

(8) USER UNDERSTANDS AND ACKNOWLEDGES THAT, BECAUSE IT MAY BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN WHETHER OR HOW A DEVICE HAS BEEN MODIFIED ONCE ITS UNLOCK CODE HAS BEEN RELEASED TO USER, MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY USE OF A DEVICE WHATSOEVER ONCE IT HAS PROVIDED THE UNLOCK CODE FOR THAT DEVICE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF UNLOCKING AND/OR ALTERING A DEVICE'S SOFTWARE OR OPERATING SYSTEM, OR USE, POSSESSION, OR OPERATION OF AN UNLOCKED DEVICE; USER HEREBY WAIVES ALL CLAIMS, RIGHTS, OR ABILITY TO RECOVER ANY SUCH DAMAGES, LOSSES, AND EXPENSES. IF AND TO THE EXTENT THAT THIS SUB-PARAGRAPH (8) IS HELD INVALID OR UNENFORCEABLE, THEN USER AGREES THAT ANY INJURY TO PERSON OR PROPERTY ARISING FROM USE OF AN UNLOCKED DEVICE SHALL BE PRESUMED TO HAVE BEEN PROXIMATELY CAUSED BY USER'S UNLOCKING AND MODIFYING THE DEVICE AND USER SHALL HAVE THE BURDEN TO PROVE OTHERWISE; and

(9) User hereby releases and discharges Motorola Mobility LLC. and the wireless carrier/retailer that sold, transferred, or delivered the Device and/or whose wireless service is utilized with the Device ("Wireless Carrier"), and their respective parents, affiliates, subsidiaries, officers, employees, agents, successors and assigns ("Released Parties"), all of which are intended third party beneficiaries of this legal agreement, from any liability whatsoever, including all claims, suits, obligations, causes of action, liabilities, costs, and damages (including without limitation injuries (including serious bodily harm and death) to persons and damages to property, and product liability claims) ("Claims") even if the Released Parties knew, or should have known about the possibility of such damage, arising out of, or in any way related to, unlocking and/or altering a Device's software or operating system, or use, possession, or operation of an Unlocked Device. User further acknowledges and agrees that the foregoing release shall remain in effect, regardless of whether the Device is relocked, and/or the original, unmodified software or operating system is reloaded; and

(10) User further agrees to fully defend, indemnify and hold harmless the Released Parties against any and all Claims and all costs and expenses associated with such Claims (including without limitation, court costs and attorneys' fees) arising from or related to (a) unlocking the Device's bootloader and/or altering a Device's software or operating system, or use, possession, or operation of an Unlocked Device, (b) any breach or violation of this Legal Agreement and Warning by User, and/or (c) any claim that an Unlocked Device infringes any intellectual property right of a third party; and

(11) User will not operate a Device that has been unlocked on any Wireless Carrier's network unless such Wireless Carrier approves of the operation of such Unlocked Device on its network (Note: Many US carriers have not approved the operation of Unlocked Devices on their network); and

(12) User authorizes Motorola to disable the Device and/or its connection to a wireless network, or to authorize a Wireless Carrier to disable the Device and/or its connection to a wireless network, in the event such Device is, in Motorola's sole determination, causing, or is likely to cause, harm to Motorola or the Wireless Carrier, the wireless network, or other subscribers on the wireless network, or has otherwise not been approved for use on a Wireless Carrier's network; and

(13) Notwithstanding any other statement or representation to the contrary by Motorola or any agent thereof, regardless of whether oral or in writing, User acknowledges and agrees that neither Motorola, nor your wireless carrier or retailer from whom you bought the device, has any obligation to support, update, upgrade, repair, replace, or provide any particular services in connection with an Unlocked Device. Motorola strongly recommends against User accepting and/or downloading any Motorola software updates/upgrades to an Unlocked Device. User acknowledges and agrees that any software updates or upgrades from Motorola or its designated agent are accepted/downloaded at User's sole risk, and that Motorola shall not be liable for any damages or other liabilities caused by such software updates or upgrades; and

(14) In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and binding as though such invalid, unenforceable, or prohibited provision were not included herein; and

(15) The foregoing agreement supersedes any conflicting terms or conditions including without limitation, a) those originally provided with this Device; b) a seller's terms of sale; and c) any agreements with User's Wireless Carrier, and is binding on User's successors, assigns, licensees and any transferees or subsequent users of the Device, wherein such use of the Device shall constitute acceptance of the foregoing agreement; and

(16) Motorola and User agree to arbitrate all disputes and claims relating to this Legal Agreement and Warning, and any claim whatsoever arising from any use of an Unlocked Device, other than

those involving intellectual property or unfair competition claims as defined by 28 U.S.C. § 1338. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This agreement does not preclude User from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against Motorola on User's behalf. User agrees that, by entering into this Legal Agreement and Warning, User and Motorola are each waiving the right to a trial by jury or to participate in a class action. This Legal Agreement and Warning evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Legal Agreement and Warning. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. Except as otherwise provided for herein, Motorola will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated by either party. If, however, the arbitrator finds that either the substance of User's claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, User agrees to reimburse Motorola for all monies previously disbursed by it that are otherwise User's obligation to pay under the AAA Rules. In addition, if User initiates an arbitration in which User seeks more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules; and

(17) Failure of either party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right. The obligation of each party with respect to such future performance will continue in full force and effect.

By clicking "I Agree" you acknowledge and agree that you have reviewed and understand the warnings and other information and obligations set forth in this Legal Agreement and Warning and are creating a binding legal agreement between User and Motorola.