

Roku Digital Video Player License Agreement and Warranty Statement

IMPORTANT: READ THIS AGREEMENT CAREFULLY AND REVIEW THE FULL PRODUCT MANUAL AND SAFETY INFORMATION AT WWW.ROKU.COM BEFORE POWERING UP YOUR PRODUCT FOR THE FIRST TIME. THIS LICENSE AGREEMENT AND WARRANTY STATEMENT IS THE LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU (“YOU”) AND ROKU, INC. (“ROKU”) GOVERNING YOUR USE OF THE ROKU DIGITAL VIDEO PLAYER (“PRODUCT”), THE SOFTWARE INSTALLED ON THE PRODUCT (“SOFTWARE”) AND RELATED DOCUMENTATION. IF YOU (1) POWER UP YOUR PRODUCT FOR THE VERY FIRST TIME (2) OTHERWISE USE THE PRODUCT, OR (3) KEEP (AND DO NOT RETURN) THE PRODUCT MORE THAN THIRTY (30) DAYS AFTER YOUR ORIGINAL PURCHASE DATE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT GRANTED ANY RIGHTS WHATSOEVER IN THE SOFTWARE CONTAINED WITHIN THE PRODUCT AND YOU HAVE NO RIGHT TO USE THE PRODUCT.

IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE PRODUCT AND SHOULD IMMEDIATELY RETURN IT. IN THAT CASE, ROKU WILL REFUND THE PURCHASE PRICE YOU HAVE PAID FOR THE PRODUCT, PROVIDED THAT YOU RETURN THE PRODUCT IN ACCORDANCE WITH ROKU’S RETURN POLICIES DESCRIBED BELOW AND ON ROKU’S WEBSITE AT WWW.ROKU.COM. THE POLICIES AND OTHER CONTENTS OF THE ROKU WEBSITES REFERRED TO IN THIS AGREEMENT MAY BE CHANGED BY ROKU FROM TIME TO TIME IN ITS SOLE DISCRETION.

Third Party Notices

Some of the technology utilized in the Product is subject to third party licenses, which require that you be given the following notices:

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD (“VC-1 VIDEO”) AND/OR (ii) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

THIS PRODUCT CONTAINS TECHNOLOGY SUBJECT TO CERTAIN INTELLECTUAL PROPERTY RIGHTS OF MICROSOFT. USE OR DISTRIBUTION OF THIS TECHNOLOGY OUTSIDE OF THIS PRODUCT IS PROHIBITED WITHOUT THE APPROPRIATE LICENSE(S) FROM MICROSOFT. CONTENT OWNERS USE WINDOWS MEDIA DIGITAL RIGHTS MANAGEMENT TECHNOLOGY (WMDRM) TO PROTECT THEIR INTELLECTUAL PROPERTY, INCLUDING COPYRIGHTS. THIS DEVICE USES WMDRM SOFTWARE TO ACCESS WMDRM-PROTECTED CONTENT. IF THE WMDRM SOFTWARE FAILS TO PROTECT THE CONTENT, CONTENT OWNERS MAY ASK MICROSOFT TO REVOKE THE SOFTWARE’S ABILITY TO USE WMDRM TO PLAY OR COPY PROTECTED CONTENT. REVOCATION DOES NOT AFFECT UNPROTECTED CONTENT. WHEN YOU DOWNLOAD LICENSES FOR PROTECTED CONTENT, YOU AGREE THAT MICROSOFT MAY INCLUDE A REVOCATION LIST WITH THE LICENSES. CONTENT OWNERS MAY REQUIRE YOU TO UPGRADE WMDRM TO ACCESS THEIR CONTENT. IF YOU DECLINE AN UPGRADE, YOU WILL NOT BE ABLE TO ACCESS CONTENT THAT REQUIRES THE UPGRADE.

USE OF THE PRODUCT IS LIMITED TO PRIVATE NON-PROFESSIONAL USE BY CONSUMERS FOR LICENSED CONTENT. NO RIGHTS ARE GRANTED FOR PROFESSIONAL USE OR FOR USE OF THE

PRODUCT IN COMBINATION WITH PRODUCTS NOT LICENCED UNDER THE MPEG-1 OR MPEG-2 AUDIO STANDARDS.

See also **Separately Licensed Code** below.

License

Subject to the terms of this Agreement, Roku grants you a nonexclusive, nontransferable license to run the software provided in the Product and any updated versions provided to you by Roku ("Software") only in and as incorporated in the Product. This is a license and not a sale. You may not (i) copy or distribute, sublicense, lease, rent or otherwise transfer the Software to any third party except incorporated in the Product; (ii) modify, adapt, alter, translate, or create derivative works of the Software except to the extent Roku may, in certain jurisdictions, be required by law to permit reverse engineering and provided that the provisions of such law may not be waived or conditioned on prior request for information regarding interoperability; (iii) decompile, disassemble, reverse engineer or otherwise derive source code, or attempt to derive source code, from the Software; or (iv) have any of the foregoing done for you by a third party. The Software and all intellectual property rights therein are the exclusive property of Roku or its suppliers. Roku reserves the right to update the Software from time to time in its sole discretion, including adding, changing or removing functionalities and features, including but not limited to changing the user interface or the manner in which you are able to access content through the Player. All rights in and to the Software not expressly granted to you in this Agreement are reserved by Roku.

Separately Licensed Code

Notwithstanding the other provisions of this Agreement, certain components of the software included with the Product are subject to separate license terms, including "free" or "open source" software ("**Separately Licensed Code**"). Some of the Separately Licensed Code is licensed under the terms and conditions of the "free" or "open source" license and is not subject to the License above or the Limited Warranty below. As required by the terms of the relevant Separately Licensed Code licenses, Roku makes the "free" and "open source" code provided under such licenses, and Roku's modifications to such code, available on Roku's website at www.roku.com/support/gpl_rdrv, at no charge. The following Separately Licensed Code is included:

This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (www.openssl.org/).

Portions of the software are © 2006 The FreeType Project (www.freetype.org). All rights reserved. The software is based in part on the work of the Independent JPEG Group.

Please visit www.roku.com/support/gpl_rdrv for detailed information on our use of third party software.

Access to Content; Accounts

The Product is enabled to permit users to access content provided by various third party service providers ("**Service Providers**"). In order to access the content that is available through the Player, you may be required to establish a Roku account at www.roku.com/link and to maintain a valid and active account in good standing with one or more Service Providers. You must adhere to Roku's terms of service and to the terms of service of any Service Provider whose content you choose to access. See www.roku.com for a list of Service Providers for the Product. Roku may add or remove Service Providers from time to time, in its sole discretion. Roku reserves the right to remove from your Player your access to certain content if Roku has reason to believe that it is not properly authorized or licensed, violates any law, or has been offered by a Service Provider in violation of any agreement between the Service Provider and Roku. You are responsible for ensuring that any age-restricted content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Service Provider.

Privacy

Our privacy policy explains our policies regarding the collection, use, and disclosure of personally identifiable and anonymous information. Such policy may be accessed through our website at www.roku.com/privacy and may be modified by Roku at any time for any reason. Roku collects and uses anonymous information that is not personally identifiable to you. Once you register the Product or for a Roku account, we will also collect and use personally identifiable information that you provide as part of the registration, such as your name, address, email address, and phone information. We may also collect and use certain personally identifiable information regarding the Product including, but not limited to, billing records, maintenance and repair records, marketing information, and customer feedback.

On behalf of your Service Provider, we may also collect certain information regarding your usage of the Product in connection with a video on demand service (the “**Service Provider Information**”), which we will provide to your Service Provider. The Service Provider Information is only identifiable by a unique identification number, but the Service Provider may be able to link the identification number to personally identifiable information they have collected on their own, for example, in the case of your having an account with the Service Provider. The collection, use and disclosure of the Service Provider Information is subject to the privacy policies of the Service Provider. The Service Provider’s privacy policy is independent of Roku’s privacy policy. Before selecting a Service Provider, you should review the Service Provider’s privacy policy by visiting its website.

Advertising and Promotional Messages

Roku and the Service Providers reserve the rights to deliver and display advertising and promotional messages to you through the Product and to include such advertising and promotional messages in or with any user interface, notices or content that is displayed using the Product.

Thirty Day Money Back Guarantee

If you are the original purchaser and you are not completely satisfied with the Product, Roku offers a 30-day money back guarantee for the Product. You may return the Product for a refund of your purchase price and any sales taxes charged, but excluding any shipping and handling charges, within thirty (30) days from the date of purchase. For returns made within the 30-day period, credit will be issued subject to receipt and inspection of the returned Product. However, if you fail to return the Product within such 30-day period, you are not eligible for this offer and no credits will be issued. Please see **Return and Warranty Service Process** below for return instructions. .

Limited Warranty

Subject to the provisions herein, Roku warrants the Product against defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase (“**Warranty Period**”). If Roku determines that the Product is defective, Roku will either repair the unit or replace the unit with either a new or rebuilt Product, at its option, at no charge to you. If the Warranty Period has expired or is otherwise not applicable (see **Scope and Limitation on Warranty** below), you are responsible for the payment of all labor charges, parts, and materials, or you may purchase a replacement Product at your own expense. THE FOREGOING SETS FORTH ROKU’S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF THIS LIMITED WARRANTY.

Return and Warranty Service Process

To return or obtain warranty service for a Product, you must first obtain a Return Merchandise Authorization (RMA) number from a Technical Support Representative (TSR) at Roku. A TSR may be reached by emailing help@roku.com or calling our toll free number for customer care (1-888-600-7658 from the US). RMA numbers expire: (1) thirty days from your date of purchase in the case of a return under Roku’s **Thirty Day Money Back Guarantee** (described above) or (2) thirty days from issuance of the RMA number in the case of a return under Roku’s **Limited Warranty** (described above). We may attempt to troubleshoot a warranty-related problem prior to issuing an RMA number. Please be prepared to provide additional information upon request. Once an RMA number is obtained, you must ship your Product, freight prepaid, together with proof of purchase and all accessories, in either the original packaging or packaging affording an equal degree of protection, to the Roku authorized distribution facility identified by the TSR. Failure to return any of the accessories could result in a delay and/or result in an invoice to you or credit to Roku for the missing accessories.

Important: When emailing for an RMA number, please provide the following information with your request: (a) model number, (b) serial number, (c) problem description, (d) software version (located in the System Configuration menu), (e) date of purchase, (f) place of purchase (dealer or online place of purchase), (g) return shipping address (P.O. boxes are not accepted), and (h) date of purchase.

Scope of and Limitation on Warranty

The warranty on the Product is limited to the repair or replacement of defective units as described in **Limited Warranty** above. This warranty does not cover customer training or education, installation, set up adjustments, or signal reception problems. This warranty also does not cover any issue related to the service provided by your **Service Provider**, including but not limited to service disruption, changes in service terms, changes in offerings, changes in format, or technical problems. This warranty does not cover damage due to acts of God, accident, misuse, abuse, negligence, commercial use or modification of, or to any part of, your Product. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply or attempted

repair by anyone other than a facility authorized by Roku to service your Product. This warranty does not cover consumables (such as fuses and batteries). This warranty is valid only in the country of purchase from Roku or an authorized Roku distributor or dealer.

Warranty Disclaimer

THE LIMITED WARRANTY AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. ANY AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY ARE EXPRESSLY EXCLUDED. ROKU'S WARRANTY DOES NOT APPLY TO ANY SEPARATELY LICENSED CODE. THESE WARRANTIES ONLY APPLY TO PRODUCTS PURCHASED FROM ROKU OR AN AUTHORIZED ROKU DEALER. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the limitations in the software and hardware warranties above may not apply to you. These limited warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

LIMITATION OF LIABILITY

IN NO EVENT WILL ROKU OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL AND INDIRECT DAMAGES, OR FOR LOSS OF REVENUE OR PROFITS OR DATA OR USE OR FOR THE COST OF SUBSTITUTE GOODS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), ARISING OUT OF, OR IN CONNECTION WITH THE PRODUCT OR YOUR USE THEREOF. IN NO EVENT WILL ROKU'S OR ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY RELATING TO THE PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for certain incidental or consequential damages, so the exclusions set forth above may not apply to you.

Miscellaneous

This Agreement is the final, complete and exclusive agreement between the parties relating to the Product and supersedes all prior or contemporaneous proposals, representations, understandings, or agreements relating thereto, whether oral or written. No waiver or modification of the Agreement will be valid unless signed by each party. Your right to use the Software will immediately terminate upon any breach of this Agreement. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. This Agreement shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any action or proceeding arising from or relating to this Agreement may be brought in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Should you have any question about this Agreement, or if you desire to contact Roku, please contact us by mail at Roku Inc., 12980 Saratoga Ave., Suite D, Saratoga, CA 95070.

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