

Software End-User License Agreement

Crestron Electronics, Inc.

Last updated: 04 February 2022

1. Scope and Acceptance

1.1 Thank you for using Crestron products which include operational software and firmware (collectively, the “**Software**”), consisting of both Crestron Software and Third Party Software, as defined below. By downloading, installing, or otherwise using the Software on any device designed, manufactured, or sold by or on behalf of Crestron (“**Crestron Device**”), or using any Crestron Device on which the Software is pre-installed, you agree to be bound by this *Software End-User License Agreement* (“**Agreement**”).

1.2 This Agreement is a binding contract between Crestron Electronics, Inc. (“**Crestron**”) and the “**Person**” (as defined below) downloading, installing, or otherwise using the Software (hereinafter referred to as “**Licensee**”). IF YOU DO NOT INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT: DO NOT (A) DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR DOCUMENTATION; OR (B) USE THE CRESTRON DEVICE ON WHICH THE SOFTWARE IS PRE-INSTALLED.

1.3 Licensee represents and warrants that Licensee: (a) has obtained the Software from Crestron or a Third Party authorized by Crestron; (b) is an authorized end-user of the Crestron Software; (c) has the proper legal authority to enter into this Agreement; (d) has read this Agreement in its entirety; and (e) agrees to be bound by all of the terms of this Agreement.

1.4 If you are a Third Party (as defined below) that is ordering, registering for, using, or activating the Software and / or Documentation on behalf of another Person (as defined below), you represent that such Person agrees to be bound, as a Licensee, by the terms and conditions of this Agreement.

2. Definitions

In this Agreement, the capitalized terms listed below are defined as follows:

2.1 “**Crestron Software**” means software and firmware that: (a) is used to operate a Crestron Device; and (b) is developed by, or under the permission of, Crestron. Crestron Software includes, as applicable, associated materials and documentation, whether electronic or printed.

2.2 “**Documentation**” means all documentation and other materials related to the Software and provided by Crestron, including user manuals, help files and any other instructions, specifications, documents, and materials that describe the functionality, installation, testing, operation, use, maintenance, support, technical features, or requirements of the Software.

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2.4 “**License**” has the meaning set forth in **Section 3**.



2.5 “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

2.6 “**Term**” has the meaning set forth in **Section 7**.

2.7 “**Third Party**” means any Person other than Licensee or Crestron.

2.8 “**Third Party Software**” means software and firmware for which Crestron has obtained: **(a)** the right to distribute and **(b)** the right for an end-user to use according to the terms of this Agreement. Third Party Software includes both open source software and software that been specifically licensed to Crestron by a Third Party.

3. License

3.1 License Grant. Subject to and conditioned upon Licensee's strict compliance with all of the terms and conditions set forth in this Agreement, Crestron hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, and limited license (hereinafter, the “**License**”) to use the Software and Documentation during the Term of this Agreement, solely as set forth in this **Section 3** and subject to all of the conditions and limitations set forth elsewhere in this Agreement.

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3.3 Reservations. All rights not expressly granted in this Agreement are reserved by Crestron. No additional rights whatsoever (including, without limitation, any implied licenses) are granted by implication, waiver, estoppel, or otherwise.

4. Limitations; Obligations; and Support

4.1 Authorized Parties. Licensee must be an end-user of a Crestron Device obtained from Crestron, or from a Third Party authorized by Crestron, in order to download, install, or use the Software. Each Licensee that is either a business or organization agrees that upon request from Crestron or its authorized representative, that Licensee will within thirty (30) days of the request, fully document and certify that its use of any Software at the time of the request is in conformity with its valid License from Crestron.

4.2 Restrictions. You, either through your own actions or by directing or permitting any Third Party to act, **shall not**:

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(b) use the Software for any purpose other than the Permitted Use under this Agreement;

(c) attempt to discover any underlying ideas or algorithms used by the Software through reverse engineering, de-compilation, or disassembly of the Software; reverse engineer, decompile, disassemble

or otherwise attempt to discern the source code, operational flow, data structures, and object structures of the Software or any of Software's components, data files, libraries or modules;

(d) create any derivative works based upon the Software or the Documentation;

(e) copy any feature, design or graphic in the Software;

(f) access the Software in order to build a competitive solution or to assist someone else to build a competitive solution; or

(g) remove, alter, or obscure any product identification, copyright, trademark, or other intellectual property notices embedded within the Software or included in any related Documentation.

4.3 Automatic Software Updates. Crestron Devices may communicate with Crestron servers from time to time to check for available updates to the Software, such as bug fixes, patches, enhanced functions, plug-ins, and new versions ("**Automatic Software Updates**"). By installing or using the Software, you agree to automatically request, receive, and accept such Automatic Software Updates which are also subject to the terms of this Agreement.

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5.2 Crestron Privacy Policy. As a condition of downloading and using the Software, you agree to the terms of the *Crestron Privacy Policy* at <http://www.crestron.com/legal/privacy-policy>, which may be updated from time to time without notice but will in no event be less stringent than the current policy.

5.3 Data Transmitted by Crestron Devices. During operation, Crestron Devices may transmit data via the Internet to Crestron and / or its Third Party service providers as described in the *Crestron Privacy Statement Regarding Internet Data Collection* at <https://www.crestron.com/legal-data-collection-privacy>. Crestron may process, store and transfer this data collected during the use of the Software to servers located outside the country where you reside. By installing or using the Software, you consent to the processing, storage and transfer of your data in accordance with the above privacy policies.

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7. Term; Termination; and Survival

7.1 Term. This Agreement and the License shall remain in effect unless terminated as set forth herein (the “Term”).

7.2 Termination for Convenience. Licensee may terminate this Agreement by ceasing to use the Software and any Crestron Device on which the Software is installed or preinstalled and destroying all copies of the Software and Documentation.

7.3 Termination for Cause. Either party may, upon written notice to the other party, terminate this Agreement for material breach, provided that such material breach is not cured within thirty (30) days following receipt of such notice.

7.4 Effect of Termination. Upon termination of this Agreement, the License shall also terminate, and Licensee shall cease using the Software and any Crestron Device on which the Software is installed or preinstalled and shall destroy all copies of the Software and Documentation.

7.5 Survival. Notwithstanding any expiration or termination of this Agreement, any provisions of this Agreement which by their terms are intended to survive expiration or termination of this Agreement shall so survive and continue in full force and effect.

8. Warranty Disclaimer and Limitation of Liability

8.1 Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CRESTRON, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

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8.3 Limitation of Liability. To the fullest extent permitted under applicable law:

(a) IN NO EVENT WILL CRESTRON OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CRESTRON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL CRESTRON'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE-HUNDRED U.S. DOLLARS (\$100).

8.4 Interpretation of Warranty Disclaimer and Limitation of Liability . If the disclaimer of warranty and limitation of liability provided herein cannot be given local legal effect according to their terms, a reviewing court shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Software. The limitations set forth in this **Section 8** shall apply even if the Licensee's remedies under this agreement fail their essential purpose.

9. General Provisions

9.1 Governing Law and Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of New York, United States, without regard to conflicts of laws principles. In the event of any dispute arising between the Parties under this Agreement, the Parties agree that such dispute shall be resolved informally, if possible, and failing an informal resolution, then through binding arbitration.

(a) For the avoidance of doubt, nothing in this section (Governing Law and Dispute Resolution) shall prevent Crestron from seeking injunctive relief to enforce its rights under this Agreement.

(b) All disputes arising out of or in connection with this Agreement shall be finally settled under the *Rules of Arbitration of the International Chamber of Commerce* by one or more arbitrators appointed in accordance with the said Rules.

(c) The arbitration proceeding shall be conducted in New York City, New York, U.S.

(d) The language to be used in the arbitration proceeding shall be English.

(e) The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this Agreement.

9.2 Compliance with Laws. Licensee acknowledges and agrees:

(a) to comply with all applicable international and national laws and regulations in using the Software provided under this Agreement, including the U.S. Export Administration Regulations, as well as end-user, end use, and destination restrictions issued by U.S. and other governments;

(b) the Software is of U.S. origin for purposes of U.S. export control laws;

(c) that Licensee is not a national of any country to which the United States embargoes goods; and

(d) Licensee is not otherwise prohibited from receiving the Software.

9.3 Entire Agreement. This Agreement:

(a) constitutes the entire agreement between Licensee and Crestron with respect to the subject matter hereof; and

(b) supersedes all prior and contemporaneous representations, understandings, and / or agreements, whether oral or written, relating to the subject matter hereof.

9.4 Headings. The insertion of headings and the division of this Agreement into sections and articles are for convenience only and shall not affect the interpretation hereof.

9.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision of this Agreement, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in this Agreement.

9.6 No Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.7 No Third Party Beneficiaries. This Agreement is for the benefit of, and will be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any Third Party. No action may be commenced or prosecuted against a party by any Third Party (including, without limitation, affiliates) claiming as a Third Party beneficiary of this Agreement or the Licenses granted herein.

10. Contact Crestron

If you have any questions regarding this Agreement, please contact Crestron.

Via e-mail: satisfaction@crestron.com, or support@crestron.com

Via post:



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Asia:

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Via phone:

Please visit www.crestron.com to find the phone number for Crestron support in your region.

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