

Software Development Tools License Agreement

Crestron Electronics, Inc.

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By downloading, installing, or otherwise using Crestron's software development tools ("**Software Tools**"), which includes both Crestron Software and Third Party Software, as defined below. You represent that You are authorized by Crestron under a separate written agreement to access and use these Software Tools and that You further agree to be bound by the terms of this license agreement (the "**Agreement**"), which is a legal contract between You (either an individual or a single business entity) and Crestron Electronics, Inc. If You do not agree to the terms of this Agreement, do not install or use the Software Tools.

NOTICE: CERTAIN CRESTRON SOFTWARE TOOLS INCORPORATE FLASH® PLAYER SOFTWARE, DEVELOPED BY ADOBE INC., TO RENDER TEXT, VECTOR GRAPHICS, AND RASTER GRAPHICS IN ORDER TO PROVIDE ANIMATIONS AND DEVELOP END-USER APPLICATIONS FOR CRESTRON PRODUCTS. THE TERMS UNDER WHICH CRESTRON HAS LICENSED FLASH® PLAYER HAVE CHANGED. FLASH PLAYER MAY NO LONGER BE DISTRIBUTED IN THE PEOPLE'S REPUBLIC OF CHINA, INCLUDING BUT NOT LIMITED TO CRESTRON DEALERS, INSTALLERS, PROGRAMMERS, AND SERVICE PROVIDERS.

License Terms and Conditions

1. Acceptance

1.1 You agree, through Your action(s) of downloading, installing, or using these Software Tools or any portion thereof, to be bound both on Your own behalf and as an authorized representative of any organization for which You are using the Software Tools, to the "**License Terms and Conditions**", listed herein.

1.2 By downloading, installing, or using the Software Tools or any portion thereof, You represent that You are authorized by Crestron under a separate written agreement to access and use these Software Tools.

1.3 If You do not accept the terms of this Agreement: (a) Click the "**Do Not Accept**" button if applicable; (b) DO NOT install the Software Tools; and (c) Return all software, media, and other documentation and materials associated with the Software Tools to Crestron.

2. Definitions

As used in this Agreement, Capitalized terms not defined above shall have the following definitions:

2.1 "**Authorized User**", You (or the possessive thereof) means the individual or single business entity that has entered into this Agreement with Crestron.

2.2 "**Crestron**" means Crestron Electronics, Inc., a New Jersey corporation located at 15 Volvo Drive, Rockleigh, New Jersey 07647.



2.3 “Crestron Device” means any device designed, manufactured, or sold by or for Crestron.

2.4 “Crestron Software” means any Crestron software development tools, beta test software (which includes but is not limited to mobile apps, operating systems, system software, configuration software, and compilers), any software development kit (“**SDK**”), object code, source code, and binary libraries supplied by Crestron under this Agreement including but not limited to D3 Pro™ software, Crestron Studio® software, SystemBuilder™ advanced development suite, SIMPL software, SIMPL+® software, Crestron Toolbox™ and VT Pro-e® software, and includes, as applicable, associated media, printed materials, and ‘online’ or electronic documentation.

2.5 “Develop” (or any conjugation thereof) means author, conceive, create, discover, design, engineer, prepare, or reduce to practice.

2.6 “Distribute” (or any conjugation thereof) means sell, license, distribute, provide online access or otherwise make available (or such conjugation as the context may require).

2.7 “Effective Date” means the date that the Authorized User has accepted this Agreement, such as by checking the “I Agree” checkbox or by downloading, installing, or using the Software Tools or any portion thereof.

2.8 “Export Restricted Software” means the following Crestron Software: (a) VisionTools Pro-e, (b) Crestron Studio, and (c) CmXFlash (a component of Crestron UC Software).

2.9 “Party” (or the plural thereof) means the parties to this Agreement, specifically Crestron and an Authorized User who agrees to use the Software Tools in accordance with this Agreement.

2.10 “Third Party Software” means end-user software for which Crestron has obtained the right to use and/or distribute 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.

2.11 “Underlying Agreement” means a signed, written agreement between Crestron and the Authorized User, including, but not limited to: Crestron Dealer Agreement, Crestron Authorized Independent Programmer Agreement, Authorized Partner Agreement, or the like.

3. License and Ownership

3.1 License Grant. Subject to the terms of this Agreement, and provided that the Software Tools are used only for the purpose of Developing software for Crestron Devices and that You, as an Authorized User, shall not use the Software Tools for any other purpose, Crestron hereby grants You, a non-exclusive, non-sublicensable, non-transferable, limited license to use the Software Tools as follows:

(a) freely use the Software Tools, as provided by Crestron, on a central processing unit (“**CPU**”) owned or leased or otherwise controlled exclusively by You for commercial gain; and

(b) use the Software Tools only as authorized in this Agreement and in accordance with any related explanatory files and written materials provided by Crestron, directly or indirectly (via distributors) in the download file package containing the Software Tools (or other file transfer means).

3.2 Title and Ownership. The Software Tools may be protected by United States Patent, Copyright Law and International Treaty provisions. Except for the rights expressly granted above, this Agreement



transfers to You no right, title, or interest in the Software Tools, or any copyright, patent, trademark, trade secret, or other intellectual property or proprietary right in the Software Tools.

(a) Crestron retains sole and exclusive ownership of the Crestron Software and all copies thereof and You hereby assign to Crestron all right, title, and interest in and to any modifications You make to the Software Tools, whether or not such modifications are permitted.

(b) Crestron disclaims any ownership rights to the Third Party Software, including open source software.

3.3 Open Source Software. The Crestron Software may include open source software components. Please refer to www.crestron.com/legal/open_source_software for further information.

3.4 Distribution. You may re-distribute any of the binary libraries included with the Software Tools which are either generated by the Software Tools as part of a build or compilation process or expressly noted as being redistributable. You may not re-distribute any source code provided by Crestron with the Software Tools.

3.5 Backup Copy. You may make one backup copy of the Software Tools provided by Crestron under this Agreement. You may use the one Backup Copy only to reinstall the Software Tools.

3.6 Sublicense. You may not sublicense or otherwise transfer or assign any interest in or to the Software Tools to any third parties.

3.7 Trademarks. Certain marks, including, but not limited to: Crestron, the Crestron swirl, Crestron Studio, Crestron Toolbox, D3 Pro, SIMPL+, SystemBuilder and Vt Pro-e are either trademarks or registered trademarks of Crestron Electronics, Inc. in the United States and/or other countries. You shall not remove or conceal any trademark or proprietary notice of Crestron or any third party from the Software Tools including any back-up copy.

3.8 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, estoppel, or otherwise.

4. Limitations and Obligations

4.1 Authorized Parties.

(a) You must be authorized by Crestron under an Underlying Agreement to access or use these Software Tools. If the Underlying Agreement between You and Crestron is terminated, then Your license under this Agreement is also terminated.

(b) If You are a business or organization, then You agree that upon request from Crestron or its authorized agent, You will, within thirty (30) days of the request, fully document and certify that use of any and all Software Tools at the time of the request is in conformity with Your valid license(s) from Crestron.

4.2 Restrictions. You, either through Your own actions or by directing or permitting any third party to act, may not:

- (a) sell, lease, lend, rent, or distribute (including through the Internet) any provided source code of the Software Tools, or portions thereof;
- (b) use the Software Tools for any purpose other than for Developing software for Crestron Devices;
- (c) attempt to discover any underlying ideas or algorithms used by the Software Tools through reverse engineering, de-compilation, or disassembly of the Software Tools, or any portion thereof;
- (d) remove, alter, or obscure any product identification, copyright, trademark, or other intellectual property notices embedded within the Software Tools or included in any related explanatory files and written materials provided by Crestron; or
- (e) distribute, use, or attempt to distribute or use the Export Restricted Software in the People's Republic of China.

4.3 Support Services. You acknowledge that this Agreement does not entitle You to any support, maintenance or upgrade from Crestron and Crestron is under no obligation to provide with such support, maintenance or upgrade.

4.4 Automatic Software Updates. The Software Tools may communicate with Crestron servers from time to time to check for available updates to the Software Tools, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions. By installing the Software Tools, You agree to automatically request and receive Updates. Updates to the Software Tools are subject to the terms of this Agreement.

4.5 Beta Testing. If You are part of a software beta test program you acknowledge and agree that:

- (a) beta test software may be used/tested in Dealer/CSP homes and/or in Dealer/CSP facilities;
- (b) beta test software will not be installed/used in any customer home;
- (c) Crestron owns all feedback provided by You including all bug fixes, upgrades, updates, and improvements derived from said feedback; and
- (d) all aspects of the beta test software and beta testing program are the confidential information of Crestron and shall be held in the strictest confidence.

5. Privacy Policy and Data Transfer

5.1 Software Registration. Download and/or operation of the Software Tools requires You to register by providing certain information and to accept this Agreement. By installing or using the Software, You agree to provide accurate information during registration.

5.2 Dealer and Partner Data Base. Crestron may maintain a database of all Authorized Users, including contact information. By installing or using the Software Tools, You assent to Crestron maintaining this database.

5.3 Crestron Privacy Policy. As a condition of downloading and using the Software Tools, 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.



5.4 Facilities and Data Transfer. Crestron may process, store and transfer data collected during the use of the Software in the United States, Europe, China and any other location where Crestron or its third-party service providers maintain facilities. The particular data that may be transmitted by Crestron products via the Internet is described in the Crestron Privacy Statement Regarding Internet Data Collection at <https://www.crestron.com/en-US/legal/crestron-privacy-statement-regarding-internet-data-collection>. We may process, store and transfer Your data on a server located outside the country where you live. By installing or using the Software You consent to this processing, storage and transfer of Your data outside of Your own country.

6. Warranty Disclaimer and Limitation of Liability

6.1 Warranty Disclaimer.

(a) Crestron specifically disclaims any and all representations and warranties, either express or implied, including those of merchantability, merchantable quality, non-infringement of third-party rights, and fitness for a particular purpose.

(b) Except as otherwise expressly provided herein, the Software Tools are provided on an “as is” basis, without warranty of any kind. More specifically, Crestron disclaims any warranties that the Software Tools will meet Your requirements or that the operation of the Software Tools, including any associated software, will be uninterrupted or error-free.

6.2 Limit of Liability. In no event will Crestron be liable to You for any loss of use, interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if Crestron has been advised of the possibility of such damages.

6.3 Interpretation of Warranty Disclaimer and Liability Limitation. 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 Tools.

7. GENERAL PROVISIONS

7.1 Governing Law. 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 any action to enforce this Agreement, the prevailing Party shall be entitled to actual costs and attorneys’ fees, reasonably incurred from the non-prevailing Party. 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 either Party from seeking injunctive relief from a court of appropriate jurisdiction.

(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.



(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.

7.2 Injunctive Relief. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party shall be entitled to seek injunctive relief under this Agreement by a court of competent jurisdiction.

7.3 Term. This Agreement shall commence on the Effective Date and may be terminated by either Party. The Authorized User may terminate this Agreement at any time by destroying the Software Tools and any copies of the Software Tools in its possession. This Agreement may be terminated immediately by the non-breaching Party if the other Party breaches any term. Termination of the Underlying Agreement will also terminate this Agreement.

7.4 Compliance with Laws. The Software Tools are of U.S. origin for purposes of U.S. export control laws.

(a) You agree to comply with all applicable international and national laws and regulations in using the Software Tools 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) You are certifying that You are not a national of any country to which the United States embargoes goods; and

(c) You are certifying that You are not otherwise prohibited from receiving the Software Tools.

7.5 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.

7.6 Entire Agreement.

(a) This Agreement supplements the Underlying Agreement between the parties and adds additional terms and conditions that are applicable to the use of the Software Tools.

(b) All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within this Agreement are hereby deemed waived, superseded, and abandoned.

7.7 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.

7.8 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.

8. 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:

The Americas:

Crestron Electronics, Inc.
15 Volvo Dr.
Rockleigh, NJ 07647 USA

Europe, Middle East, and Africa (EMEA):

Crestron Europe BV
Oude Keerbergsebaan 2,
2820 Rijmenam, Belgium
VAT No. BE0699.717.121

Australia and New Zealand:

Crestron ANZ PTY LIMITED
Level 5, 15 Help Street,
Chatswood NSW 2067, Australia

Asia:

Crestron Singapore Pte. Ltd.
31 Kaki Bukit Road 3
#01-04 & #01-05
Techlink Building
Singapore 417818

Via phone:

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

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