

END-USER SOFTWARE LICENSE AGREEMENT
(Crestron RoomView® Software)
Version 1.0, 17 June 2010

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- C. By clicking the "I Agree" checkbox, below, or by installing, copying, or otherwise using the Software, which includes the media on which You received it, if any, You also agree to the License Terms and Conditions listed below.
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- 1.6 “Effective Date” means the date that the End-User has accepted this AGREEMENT, such as by checking the “I Agree” checkbox.
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- 1.8 “Manufacturer” means the person or entity that manufactures the Device that is licensed by Crestron under a separate agreement.
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3.2 Delivery of Crestron RoomView® Software. As soon as practicable, after You have accepted this AGREEMENT, Crestron will deliver to You, in the form of an Internet file download, CD-ROM, or through other appropriate means:

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- (b) Crestron's Support Services may only be availed of for problems and issues arising from the Software and/or from the use thereof, and shall not include problems and issues not related to either the Crestron RoomView® Express or Crestron RoomView® Server Edition software products.

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4.1 Software Registration. Download and/or operation of Software requires You to register by providing certain information and to accept this AGREEMENT.

4.2 End-User Data Base. Crestron will maintain a database of all registered End-Users including contact information.

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(a) Any disputes between the parties to the AGREEMENT shall be brought in the state courts in Bergen County, New Jersey or the U.S. Federal Courts located in the District of New Jersey.

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

6.2 Compliance with Laws. The Software technology is 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 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 Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria or any country to which the United States embargoes goods; and

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

6.3 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.

6.4 Entire Agreement.

(a) This AGREEMENT constitutes the entire agreement between You and Crestron with respect to the subject matter hereof and supersedes all prior and

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(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.

6.5 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.

6.6 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.

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