

Symetrix, Inc. End User License Agreement: Composer[®]

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This User License Agreement is a legal agreement between you and Symetrix, Inc. regarding the software product identified above. By installing, copying, or otherwise using this software product, you agree to be bound by the terms of the AGREEMENT. If you do not agree to these terms, please exit this screen and promptly erase all files associated with this application.

1. Definitions

- 1.1** Symetrix means Symetrix, Inc.
- 1.2** Effective date means the start date of this ULA with relation to the licensed materials and shall be the date you obtained the licensed materials.
- 1.3** You(r) means the person, or entity that is licensing the licensed materials.
- 1.4** Product means any and all Symetrix computer software applications, device hardware, firmware, or components, which may include software updates, version upgrades, configurations, or supplemental services or functionality.
- 1.5** Firmware means device hardware that also contains software elements.
- 1.6** Libraries are compiled software files supplied as part of the licensed materials.
- 1.7** Licensed materials refer to hardware, software, firmware, extensions, and modules (including but not limited to scripts, libraries) licensed by and provide to you.
- 1.8** Specifications refers to the published documentation for the licensed materials.
- 1.9** ULA refers to this agreement meaning USER license agreement.

2. Governing Law

- 2.1** This agreement shall be governed by and construed in accordance to the laws of the State of Washington, United States of America. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in the State of Washington. By clicking "Yes" or by accessing or using our software and services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not access or use our software and services.

3. Grant of License

- 3.1** In consideration of your acceptance of the terms of this agreement, Symetrix, Inc. ("Symetrix"), as licensor, grants to you, as licensee, a nontransferable and non-exclusive right to use this product in accordance with the terms and conditions of this agreement.
- 3.2** You may use this product with any Symetrix's systems and equipment that you own or use for your personal use or use within your business or profession. Symetrix retains the title and ownership of the software program ("Software") and reserves all rights not expressly granted to you hereunder.
- 3.3** The Software and the instructional materials included in this product are copyrighted. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software or the instructional materials. You may not remove any proprietary notices, labels, or marks on the program and accompanying documentation.
- 3.4** The license granted to you to use this product is not a sale of the original Software portion of the product, or of any copy thereof.
- 3.5** Any updates to this product that Symetrix may provide to you from time to time, whether with or without a separate charge, are deemed as licensed to you under the Agreement.

4. Beta Program and Beta Code

- 4.1** From time to time Symetrix may provide certain end-users with certain software that contains code for experimental testing and evaluation (which may be either alpha or beta, collectively "Beta Code"). At times Symetrix also provides for "Open Beta," where any user may provide feedback to Symetrix on the Beta Code. Such Beta Code may be provided to a limited set of end-users pursuant to a separate agreement or may be provided to all end-users under an "Open Beta" approach. The following provisions shall apply to use of any such Beta Code under either approach:
 - 4.1.1** Such Beta Code is provided to You as a beta tester "as is", under a temporary, non-transferable, non-exclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Symetrix. You understand and agree that the Beta Code is still experimental and is not to be used for production purposes. In no event is Symetrix obligated to release any Beta Code commercially in any form. If You act as a beta tester of Beta Code for Symetrix You agree to evaluate and test the Beta Code without compensation under conditions as directed by Symetrix and to allow Symetrix to collect information regarding various aspects of Your use of the Beta Code. You further agree to communicate periodically with Symetrix to report on or discuss any malfunctions or suggested improvements to the Beta Code. You further agree that upon completion of Your evaluation and testing You will promptly send to Symetrix a written report summarizing Your evaluation of the Beta Code, including its strengths, weaknesses, and recommended improvements. beta@symetrix.co
 - 4.1.2** You agree to maintain the Beta Code in confidence and to restrict access to the Beta Code, including the methods and concepts utilized therein, solely at that location and to those persons authorized by Symetrix to perform such beta testing. You agree that any written evaluations and all inventions, product improvements, modifications or developments that Symetrix conceives or makes during or subsequent to this ULA, including any based partly or wholly on Your evaluation

and feedback, as well as any submissions by You regarding the Beta Code will be the exclusive property of Symetrix.

5. Symetrix Integration of Third-party Devices and Scripts

- 5.1** This software is designed for the purpose of designing control systems through the Intelligent Modules system using Symetrix software, firmware, hardware and related systems and products.
- 5.2** The Intelligent Modules system allows the User designed scripts to control of third-party device through the open source scripting language LUA.
- 5.3** Custom controls and plugins deployed through the Scripting environment are void of warranty of Symetrix Software and Systems and are to be used “AS IS” pursuant to section 7 of this agreement.

6. Term and Termination

- 6.1** This ULA will start on the effective date and will remain in effect until either:
 - 6.1.1** The period of time for which you licensed the licensed technology if done by a time-limited license.
 - 6.1.2** Until terminated by you by destroying the license technology.
- 6.2** Upon termination of this ULA, the licenses, rights, and covenants granted, and the obligations imposed will cease, except as otherwise expressly, and You will destroy the Licensed Materials, including all copies and all relevant documentation.

7. Disclaimer of Warranty

- 7.1** THIS SOFTWARE AND THE ACCOMPANYING FILES ARE DISTRIBUTED “AS IS” AND WITHOUT WARRANTIES AS TO PERFORMANCE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE, OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED.

8. Distributed Components, Libraries, and Third-party Attributions

- 8.1** This section contains information on third party technology and third-party notices and licenses.
- 8.2** Required notices for open source or other separately licensed software products or components distributed by Symetrix systems are identified in the following subheadings along with the applicable licensing information and disclosures. Additional notices and/or licenses may be found in the included or referenced documentation or associated README files of the individual third-party software.
 - 8.2.1** YARGS – License: MIT – 2010 – <https://github.com/yargs/yargs>
 - 8.2.2** BLOWFISH – License: Public Domain – 1993 – <https://www.schneier.com/academic/blowfish/download/>

- 8.2.3** CODE JOCK – License: Codejock Software – 1998-2019 – <http://www.codejock.com>
- 8.2.4** DSP ALGORITHMS – License: This product incorporate echo and noise cancellation technology licensed from DSP Algorithms (www.dspalgorithms.com) – 2020 – www.dspalgorithms.com/
- 8.2.5** XML PARSER – License: LGPL – 2000 – Paul T. Miller | Free Software Foundation, Inc., 59 Temple Place – Suite 330, Boston, MA 02111-1307, USA.
- 8.2.6** LODE PNG – License: zlib License – 2005-2019 – <https://lodev.org/lodepng/>
- 8.2.7** CHILLCAT – License: Chilkat Software License – 2000-2019 – <https://www.chilkatsoft.com/license.asp>
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- 8.2.9** FONT AWESOME – License: MIT – <https://fontawesome.com/license/>
- 8.2.10** PERFROMANCE-NOW – License: MIT – 2017 – <https://www.npmjs.com/package/performance-now>
- 8.2.11** SORTABLEJS – License: MIT – 2019 – <https://www.npmjs.com/package/sortablejs>
- 8.2.12** UUID – License: MIT – 2010-2020 – <https://www.npmjs.com/package/uuid>
- 8.2.13** MULTER – License: MIT – 2014 – <https://www.npmjs.com/package/multer>
- 8.2.14** MONGODB – License: Apache License 2.0 – 2004 – <https://www.npmjs.com/package/mongodb>
- 8.2.15** FTP – License: MIT – Brian White – <https://www.npmjs.com/package/ftp>
- 8.2.16** FIND-RRROT – License: MIT – 2017 – <https://www.npmjs.com/package/find-root>
- 8.2.17** COOKIES – License: MIT – 2014 Jed Schmidt, 2015-2016 Douglas Christopher Wilson – <https://www.npmjs.com/package/cookies>
- 8.2.18** XMLDOC – License: MIT – 2012, Nick Farina – <https://www.npmjs.com/package/xmldoc>
- 8.2.19** WS – License: MIT – 2011 Einar Otto Stangvik – <https://www.npmjs.com/package/ws>
- 8.2.20** @BABEL – License: MIT – 2014-present Sebastian McKenzie – <https://www.npmjs.com/package/@babel/core>
- 8.2.21** AUTOPREFIXER – License: MIT – 2013 Andrey Sitnik – <https://www.npmjs.com/package/autoprefixer>
- 8.2.22** POSTCSS – License: Creative Commons Zero v1.0 Universal –

- 8.2.23** BODY-PARSER – License: MIT – 2014 Jonathan Ong, 2014-2015 Douglas Christopher Wilson – <https://www.npmjs.com/package/body-parser>
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- 8.2.25** POLKA – License: – Luke Edwards – <https://www.npmjs.com/package/polka>
- 8.2.26** SERVE-STATIC – License: MIT – 2010 Sencha Inc. – 2011 LearnBoost – 2011 TJ Holowaychuk – 2014-2016 Douglas Christopher Wilson – <https://www.npmjs.com/package/serve-static>
- 8.2.27** SOURCE-CODE-PRO – License: SIL Open Font License 1.1 – 2007 – <https://github.com/adobe-fonts/source-code-pro>
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- 8.2.29** LUA 5.3 – License: MIT – 1994-2019 – <https://www.lua.org/license.html>
- 8.2.30** JSON4LUA – License: MIT – 1.0.0, 2009 Craig Mason-Jones – <http://github.com/craigmj/json4lua/>

9. Third-party Services, Hosting, and Data Processing

9.1 In order to provide our services efficiently and reliably, Symetrix, Inc. (“we,” “our,” or “us”) may engage the services of third-party data hosting providers to store, manage, and process the data collected through the use of our software, applications, and platforms (“Services”). This section outlines the terms and conditions pertaining to data hosting by third parties and your responsibilities as a user of our Services.

9.1.1 Data Security and Protection:

9.1.1.1 We prioritize the security and protection of your data. While we carefully select reputable third-party data hosting providers, it is important to note that the security measures implemented by these providers are beyond our direct control. We commit to employing commercially reasonable efforts to ensure that any third-party data hosting provider we engage with maintains appropriate security measures to safeguard your data from unauthorized access, loss, alteration, or disclosure. However, we cannot guarantee absolute security, and by using our Services, you acknowledge and accept the inherent risks associated with data hosting by third parties, and use by Symetrix.

9.1.2 Data Usage:

9.1.2.1 The data hosted by third parties will be used solely for the purpose of providing and improving our Services. Our third-party data hosting providers will not use your data for any other purpose unrelated to our Services, nor will they share your data with third parties without our explicit consent, except as required by law.

- 9.1.2.2** Personal Data Collection and Use: By using our software and services, you acknowledge and agree that Symetrix may collect and use certain information about you, including but not limited to personal information (“Data”). This Data may include, but is not limited to, your name, contact information, and billing address used for the purpose of registration, remote monitoring with AV-Ops Center, and online purchase with AV-Ops Center.
- 9.1.2.3** Usage Data Collection and Use: By using our software and services, you acknowledge and agree that Symetrix may collect and use certain information about your usage patterns (“Data”). This Data may include, but is not limited to, usage statistics, preferences, site file contents, module usage, or other software derived material. Symetrix may collect this Data directly from you, or automatically, in an anonymized process, through your use of our software and services.
- 9.1.2.4** Purpose: Provider may use the collected Data for various purposes, including but not limited to: i. Providing and improving our software and services; ii. Personalizing your experience; iii. Analyzing usage trends and patterns; iv. ML or AI training; v. Marketing and advertising purposes; vi. Compliance with legal obligations. The “Data” will not be sold or distributed to 3rd parties.
- 9.1.2.5** Consent: By using our software and services, you consent to the collection, use, and sharing of your Data as described in this Agreement. You further acknowledge that Provider may process your Data in jurisdictions where data protection and privacy laws may differ from those in your jurisdiction.

9.1.3 Data Processing Locations:

- 9.1.3.1** Your data may be stored and processed on servers located in different geographic regions, including countries outside of your own. By using our Services, you consent to the transfer of your data to these locations, which may have different data protection laws and regulations. Data processors commit to ensuring that such transfers comply with applicable data protection laws and regulations to the extent feasible.

9.1.4 Your Responsibilities:

- 9.1.4.1** As a user of our Services, you are responsible for ensuring that any data you provide, or upload does not violate applicable laws or infringe upon the rights of third parties. You should also take reasonable measures to protect your own devices and accounts from unauthorized access.

9.1.5 Data Retention:

- 9.1.5.1** We will retain your data for as long as necessary to fulfill the purposes outlined in our Privacy Policy or as required by law. If you decide to terminate your use of our Services, your data may continue to be stored for a reasonable period as necessary for business operations and compliance purposes.
- 9.1.5.2** Privacy Policies can be located here: Symetrix's Privacy Policy, <https://www.symetrix.co/website-privacy-policy/>, third party providers have service specific policies, located on their websites and references below in section 8.3.2.

9.1.6 Changes to Third-Party Providers:

9.1.6.1 We reserve the right to change our third-party data hosting providers at our discretion. In such cases, we will update our Privacy Policy accordingly and strive to ensure a seamless transition that does not compromise the security or accessibility of your data.

9.1.6.2 By continuing to use our Services, you acknowledge that you have read, understood, and agreed to the terms and conditions outlined in this section regarding data hosting by third parties. If you do not agree with these terms, please refrain from using our Services. If you have any questions or concerns, please contact us at compliance@symetrix.co.

9.2 Current third-party service providers:

9.2.1 Xyte Technologies Ltd. <https://www.xyte.io/trust-center>

9.3 Amendments:

9.3.1 Symetrix reserves the right to modify or amend this Agreement at any time. Any changes to this Agreement will be effective immediately upon posting the revised version on our website or notifying you through other means. Your continued use of our software and services after such modifications constitutes your acceptance of the revised Agreement.

9.4 Disclaimer of data use

9.4.1 SYMETRIX DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE COLLECTION, USE, AND SHARING OF YOUR DATA. PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, ARISING OUT OF OR IN CONNECTION WITH THE COLLECTION, USE, OR SHARING OF YOUR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. User Rights and Obligations

10.1 The USER may use the licensed software and components for the permissions and grants provided by this Agreement (SYMETRIX ULA).

11. Copyright and Intellectual Property

11.1 Copyright, 2000-2024 Symetrix, Inc.

11.2 “Symetrix” and “SymNet” are registered trademarks of Symetrix, Inc.