

# Cloudware License Agreement Addendum Complimentary Subscription Cloudware Crestron Electronics, Inc.

Last updated: 04 February 2022

This Cloudware License Agreement Addendum (the “**Addendum**”), as it may be amended from time to time, is entered into between Crestron Electronics, Inc. (“**Crestron**”), a New Jersey corporation, and “**Customer**”, a party receiving Crestron Cloudware on a promotional, as-is, and / or no-charge basis, (“**Complimentary Subscription Cloudware**”) and amends the Cloudware License Agreement between Crestron and Customer as set forth below.

## 1. Agreement And Addendum

**1.1** This Addendum, as well as the Crestron Cloudware License Agreement (the “**Agreement**”), is incorporated by reference and made a part of each Customer Order and / or Registration Form for Complimentary Subscription Cloudware and this Addendum and the Agreement govern Customers’ license, access, and use of the Complimentary Subscription Cloudware.

**1.2** Except as otherwise set forth herein, the definitions used in this Addendum have the same meaning as set forth in the Agreement and all terms and conditions of the Agreement will remain in full force and effect, except as specifically modified herein.

**1.3** In the event of any conflict between the Agreement and this Addendum, the provisions of this Addendum shall control only with regard to the provision of Complimentary Subscription Services.

**1.4** This Addendum is applicable only to Complimentary Subscription Cloudware and will not in any way alter or modify the terms of the Agreement with regard to paid Cloudware Subscription Licenses.

## 2. Amended Terms

**2.1** Complimentary Subscription Cloudware must be activated on or for Crestron devices, rooms and / or Customer accounts within the three-year period covered by Crestron’s Standard Limited Warranty for the applicable devices.

**2.2** Complimentary Subscription Cloudware has no cash value and may not be refunded or redeemed for cash or credit, regardless of functionality, usage, termination or availability.

**2.3** Crestron may, in its sole discretion, discontinue, terminate or modify Complimentary Subscription Cloudware at any time.

**2.4** Complimentary Subscription Cloudware will automatically terminate at the end of the term set forth in the associated Order and / or Registration Form.

**2.5** If an Order for the applicable paid Crestron Cloudware Subscription License is not purchased by Customer, upon termination of the Complimentary Subscription Cloudware Crestron will have no obligation to provide Customer Data to Customer for further use.

### **3. Term And Termination**

**3.1** This Addendum starts on the date that Crestron accepts an Order and / or Registration Form for Complimentary Subscription Cloudware and ends when Crestron no longer is obligated to provide Customer with Complimentary Subscription Cloudware under that Order or Registration Form.

**3.2** The term of this Addendum runs concurrently with the term of the Agreement, and the termination of the Agreement terminates this Addendum.

**3.3** Crestron's termination of Complimentary Subscription Cloudware shall immediately terminate this Addendum.

**3.4** Purchase by Customer of a paid Crestron Cloudware Subscription License shall terminate this Addendum with regard to the devices, rooms or accounts that are included in that paid Subscription License; however, the Agreement shall remain in full force and effect with regard to such devices, rooms or accounts.

**3.5** Termination of this Addendum does not impact the continuity of the Agreement with regard to any paid Cloudware Subscription License.

### **4. Translations**

This document has been originally drafted in the English language. The parties expressly agree and acknowledge that the English version of the document will prevail over any other language translation of this document.

### **5. Contact Crestron**

If you have any questions, please contact Crestron.

Via e-mail: [satisfaction@crestron.com](mailto:satisfaction@crestron.com), or [support@crestron.com](mailto:support@crestron.com)

Via post:

**The Americas:**

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

**EMEA:**

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



**Australia and New Zealand:**

Crestron ANZ Pty. Ltd.  
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](http://www.crestron.com) to find the phone number for Crestron support in your region.

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