

Crestron Cloudware License Agreement Addendum for Complementary Subscription Services

This Cloudware License Agreement Addendum for Complementary Subscription Services, made between Crestron Electronics, Inc. (“Crestron”), a New Jersey corporation, and Customer, amends the Cloudware License Agreement between Crestron and Customer as set forth below.

1. AGREEMENT AND ADDENDUM

1.1 Crestron and Customer have entered into, or contemporaneously herewith are entering into, Crestron’s Cloudware License Agreement (the “Agreement”).

1.2 The parties enter into this Cloudware License Agreement Addendum for Complementary Subscription Services (the “Addendum”) in order to modify the Agreement as set forth herein.

1.3 Except as otherwise set forth herein, the definitions used in this Addendum have the same meaning as set forth in the Agreement.

1.4 All terms and conditions of the Agreement will remain in full force and effect, except as specifically modified herein.

1.5 This Addendum is incorporated by reference and made a part of each Cloudware License Agreement and Order for Complementary Subscription Services to Crestron XiO Cloud Cloudware.

1.6 “Complementary Subscription Services” are Crestron XiO Cloud Subscription Services that are provided by Crestron on a promotional, as-is basis, at no charge to Customer.

1.7 In the event of any conflict between the Agreement and this Addendum, the provisions of this Addendum shall control with regard to the provision of Complementary Subscription Services.

1.8 This Addendum is applicable only to Complementary Subscription Services and will not in any way alter or modify the terms of the Agreement with regard to paid Cloudware Subscription Services.

2. AMENDED TERMS

2.1 Complementary Subscription Services must be activated within the three-year period covered by Crestron’s Standard Limited Warranty.

2.2 Complementary Subscription Services have no cash value and may not be refunded or redeemed for cash or credit, regardless of functionality, usage, termination or availability.

2.3 Complimentary Subscription Services may be applied to new accounts only.

2.4 Crestron may, in its sole discretion, discontinue, terminate or modify Complementary Subscription Services at any time.

2.5 Complimentary Subscription Services will automatically terminate at the end of the term set forth in the Order.

2.6 If no paid XiO Cloud Subscription Services are purchased upon termination of this Addendum and/or of Complimentary

Subscription Services, Crestron will have no obligation to provide Customer Data for further use.

3. TERM AND TERMINATION

3.1 This Addendum starts on the date that Customer signs a Complementary Subscription Services Order and ends when Crestron no longer is obligated to provide Customer with Complementary Subscription Services under that Order.

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 Complementary Subscription Services shall immediately terminate this Addendum.

3.4 Purchase by Customer of a paid XiO Cloud Subscription Service shall terminate this Addendum with regard to the covered devices; however the Agreement shall remain in full force and effect with regard to such devices.

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