



Custom Service Agreement Proposal

Customer Name: Mountain View Whisman School District
Address: 1400 Montecito Ave.
Mountain View, CA 94043

Phone: (925) 473-7375

Proposal Date: 09/01/2022

Attention: Brian Perron
Director of Maintenance

The Wattstopper Technology-Enabled Custom service plan combines immediate remote support with the additional assurance of onsite support. No matter what issues arise you will not need to be a lighting controls expert. Your system will be covered by a service plan that provides ongoing system maintenance and protection from unplanned interruptions. This protection plan will keep your system running efficiently and effectively today and into the future providing immediate peace of mind. Whether you're a facility manager or building owner, protect your investment with a Wattstopper Technology-Enabled service plan for your Wattstopper lighting control system.

During the term of the agreement services listed can be used for Wattstopper products installed as part of the schools listed below.

School Name	Address	City Stae Zip	Opportunity Name	Remote Access	Segment Manager
Amy Imai Elementary K-5 (formerly Huff)	253 Martens Ave.	Mountain View, CA 94040	WS - Huff ES Campus Modernization	Yes	LMSM-6E
			WS - SCHOOLS/BUBB HUFF and LANDELS ES - 1		
Benjamin Bubb Elementary K-5	525 Hans Ave.	Mountain View, CA 94040	WS - Bubb ES Campus Modernization	Yes	LMSM-6E
			WS - SCHOOLS/BUBB HUFF and LANDELS ES		
Crittenden Middle School 6-8	1701 Rock St.	Mountain View, CA 94043	WS - School/Critenden MS	No	No
Edith Landels Elementary K-5	115 West Dana St.	Mountain View, CA 94041	WS - Landels ES Campus Modernization	Yes	LMSM-6E
			WS - SCHOOLS/BUBB HUFF and LANDELS ES - 1 - 1		
Graham Middle School 6-8	1175 Castro St.	Mountain View, CA 94040	WS - Graham Middle School/Phase 2	No	No
			WS - SCHOOL/GRAHAM MIDDLE/PHASE 3		
Jose Antonio Vargas Elementary K-5	220 N. Whisman Rd.	Mountain View, CA 94043	WS - SLATER ELEMENTARY SCHOOL	No	No
Monta Loma Elementary K-5	460 Thompson Ave.	Mountain View, CA 94043	WS - SCHOOL/MONTA LOMA ES	No	No
Stevenson Elementary K-5	750 San Pierre Way	Mountain View, CA 94043	WS - STEVENSON ELEMENTARY SCHOOL - MTN VIEW	No	No
Theuerkauf Elementary K-5	1625 San Luis Ave.	Mountain View, CA 94043	WS - Theuerkauf Elementary School - 1	No	No
			WS - THEUERKAUF ELEMENTARY SCHOOL INCREMENT 2		

All services are provided by highly skilled, factory-trained field service technicians and a dedicated technical support team. Technicians can replace system components which are accessible such as; boards, switches, and other low voltage components that make up the Wattstopper Lighting Control System. Work that requires replacement of line voltage (>50V) equipment, devices, and wiring will require the use of a licensed electrician that may be required to work at our direction.

Planned Service Proposal Summary

SERVICE SUMMARY	INCLUDED SERVICES	
Remote Services (requires RACCESS)	Dedicated Technical Phone Support	Priority
	Remote Diagnostics Support	■
	ROC Orientation	■
Onsite Services	Onsite Operational System Check and Inspection Visit	1 Visits
	Onsite System Training Visits	1 Visits
	Onsite Warranty Service Visits	Not Included
	Unscheduled & Warranty Onsite Response Time	5 days
	Onsite Coverage Hours	Normal Hours
Hardware Warranty	Parts Replacement Warranty	Not Included

Remote Services

Dedicated Technical Phone Support (All Locations):

- ✓ *Included* - A direct line to our Remote Operations Center (ROC) team of factory technical support experts familiar with your facilities and control systems is provided with this service agreement during normal business hours 8:00 - 5:00 CST Monday thru Friday excluding recognized Legrand holidays.

Note: Dedicated ROC Telephone Support is in addition to the complimentary telephone technical support provided for our products

Remote Diagnostics Support (Remote Access Locations Only):

- ✓ *Included* - The Remote Operations Center (ROC) can investigate problem areas, assist with troubleshooting, verify proper device performance, provide configuration and programming support to make changes to the system configuration or sequence of operations, and make changes to device settings at your request. All remote connections to the system will only be performed upon request from an authorized representative.

ROC Orientation:

- ✓ *Included* - (Qty 1) An introductory call with the Remote Operations Center (ROC) team to introduce the ROC and the remote capabilities of the system.

Onsite Services

Onsite Operational System Check and Inspection Visit (*)

- ✓ *Included* - (Qty 1) A WattStopper field service technician will be on site for a two-day visit. Each day will last include 8 hours per day of service during normal business hours. Field technicians are also able to answer facility manager questions and share operating best practices during the service. The service will need to be scheduled at least 4 weeks in advance.

Onsite Operational System Check and Inspection Visit will include the following:

- A visual inspection of Lighting Control devices, visible wiring, and control panels
- Overall system testing and basic adjustments to ensure proper equipment performance
- Verify operation and perform any requested schedule and group adjustments and adjust as requested
- Schedule and group adjustments as requested

***Note:** Due to the limited amount of time in the Onsite Operational System Check and Inspection Visit, there may not be sufficient time to test the entire system. Thus, the devices and parts of the system the customer would like to be reviewed during the inspection shall be confirmed as much as possible before the visit.

Training visit

- ✓ *Included* - (Qty 1) A Senior Legrand BCS Lighting Controls Trainer will be on site for up to one day (8 hours) of training. When the trainer visits your facility, product training will be conducted on your specific installation. Classroom lectures and trouble-shooting techniques specific to your installation are covered in detail during the training session. The training agenda for each session will be developed in consultation with facilities staff. Training visits will need to be scheduled at least 4 weeks in advance.

Onsite Warranty Service Visit:

- Not Included* - Warranty Service visits - Legrand BCS factory-trained technician will be on site for system issues that are a result of hardware, or programming warranty issues that cannot be resolved remotely. Programming warranty issues are programming that was completed by Wattstopper, onsite or remotely, that was done in correctly. This does not cover items such as wiring, customer programming requests, or power related issues.

Note: Any visits determined to not be covered as an Onsite Warranty service visit will be billed separately by Wattstopper at the rate in effect of the time of service.

Unscheduled & Warranty Onsite Response Time:

- ✓ *Included* – The response time for any Warranty or Unscheduled Onsite service visits by a Legrand BCS factory-trained technician will include a response time guarantee of Five Day.

Onsite Coverage Hours:

- ✓ *Included* (Normal Hours) – Onsite coverage hours are 8:00 am to 5:00 pm Monday through Friday excluding Wattstopper holidays. Travel costs incurred by Wattstopper are included. Support at Customers request outside normal business hours, will be billable at then-current rates.

Hardware Warranty

Parts Replacement Warranty

- Not Included* - (for items listed in Table A Below) For the term of the agreement Wattstopper will provide 100% replacement warranty coverage for the item listed in the table below. Replacement parts may be new or rebuilt, at the option of Wattstopper.

Agreement Term and Price

The initial term of this Agreement will commence on the first day of the month following receipt of a purchase order and continue for 12 months from that date. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice of an intention not to renew thirty (30) days prior to the anniversary date.

Note: Price quoted does not include taxes customer is required to pay all applicable taxes, duties and other governmental charges relating to the sale, purchase, delivery and use of any of the goods.

Service Agreement Proposal		
INCLUDED SERVICES		
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	Onsite Warranty Service Visits	Not Included
	Unscheduled & Warranty Onsite Response Time	Five Days
	Onsite Coverage Hours	Normal Hours
Hardware Warranty	Parts Replacement Warranty	Not Included
1 Year Service Agreement Total		\$6,450



Building Control Systems
 2240 Campbell Creek Blvd.
 Richardson, TX 75082

800.879.8585

Fax 972.422.1311

www.legrand.us/wattstopper

Service Agreement

This Service Agreement (“Agreement”) is made by and between The WattStopper, Inc., a California corporation having its principal place of business at 2800 De La Cruz Blvd., Santa Clara, CA, 95050, on behalf of itself and its affiliates (collectively “TWS”) and Customer (identified below) (each a “Party” or collectively the “Parties”).

This Agreement sets forth the terms and conditions governing Customer’s purchase from TWS of technology enabled services.

Customer			TWS	
Company Name:			TO: The WattStopper, Inc. 2800 DE LA CRUZ BLVD SANTA CLARA, CA 95050	
Address:				
City:	State:	ZIP:		
Address for Legal Notices (if different from above)			Name: Joe Fulton	
Name:			Address: 2240 Campbell Creek Blvd. Richardson, TX 75082	
Address:			Title: Connected Services Sales Manager	
			Phone: 214-762-6798	
			Company: joe.fulton@legrand.us	
			Name:	
City:			Address:	
			Title:	
State:			Phone:	
ZIP:			E-mail:	

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

Company Name:	The WattStopper, INC.
Date:	Date:
Name:	Name: Bob Bonacci
Title:	Title: VP of Sales
Signature:	Signature:

Services Agreement

1. **SCOPE:** This Agreement comprises of this Services Agreement, its Exhibits (if any), the final submittal package, bill of materials and/or proposal provided by TWS, and the level of service description(s) referenced therein, which are hereby incorporated into and made a part of this Agreement. This Agreement constitutes the exclusive and entire agreement between TWS and Customer with respect to its subject matter and, as of the Effective Date, supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, relating to its subject matter. Any unilateral terms or conditions on any materials that Customer regularly uses (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the Parties' legal rights and responsibilities as they pertain to services provided hereunder.
2. **SERVICES:** TWS agrees to provide to Customer services as identified herein, subject to the terms and conditions set forth in this Agreement and full payment by Customer of applicable fees. Any additional services provided by TWS beyond the services encompassed by the contracted level of service shall also be subject to the terms of this Agreement.
 - a. **Levels of Service:** TWS offers various levels of service and Customer shall select the level of service that it desires to receive from TWS by communicating such selection to TWS using a selection mechanism established by TWS. The specific services provided by TWS pursuant to each level of service are set forth in the final submittal package, bill of materials and/or proposal provided by TWS. The pricing for each of level of service is established by TWS and is subject to change upon thirty (30) days notice to Customer.
 - b. **Enhanced Warranty Services:** In certain circumstances, the Customer may be eligible to receive enhanced warranty services ("Enhanced Warranty Services") as communicated to Customer by TWS for a limited period of time and at no charge to Customer. In order to receive the Enhanced Warranty Services, Customer agrees to provide the information necessary to provide the Enhanced Warranty Services to Customer within sixty (60) days after completion of system start-up. If the necessary information is not received by TWS within the foregoing sixty (60) day period, TWS may deactivate any applicable hardware and discontinue the provision of Enhanced Warranty Services to Customer in its sole discretion. The Customer may reinstate the Enhanced Warranty Services, subject to payment of a reconnection fee set by TWS in its sole discretion. After expiration of the limited period of time applicable to the Extended Warranty Services, the Customer may continue to receive services from TWS at a selected level of service and on a fee basis. If Customer does not agree to continue to receive such services on a fee basis, TWS will discontinue providing services to Customer.
 - c. **Remote Access Information:** Customer agrees to timely provide TWS with complete and accurate information necessary for TWS to provide services to Customer from a remote location.
3. **TERM:** This Agreement shall take effect on the earlier of (i) the first day of the month following TWS's receipt of the Agreement executed on behalf of Customer, and (ii) the date on which the Parties otherwise agree to initiate the services (the "Effective Date"), and shall continue in full force and effect until the expiration of the term, including any applicable renewal term(s), unless earlier terminated in accordance with the terms of this Agreement.

4. **CHARGES**: Unless otherwise agreed by the Parties, Customer shall be invoiced by TWS (i) annually in advance for the applicable fee(s), and (ii) promptly upon completion of any additional services provided by TWS beyond the services encompassed by the contracted level of service. Invoices shall be due and payable within thirty (30) days of the invoice date. Applicable taxes shall be added to the charges. If payments are late, TWS may charge Customer, and Customer agrees to pay, a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof that payment is delayed. All fees are non-refundable.
5. **TIME AND LOCATION FOR PERFORMANCE OF SERVICES**: Unless otherwise agreed by the Parties (e.g., in a Connect Prime Service Agreement), TWS or TWS's authorized representatives shall provide the services during TWS's regular business hours (8:00 AM. to 6:00 P.M. Monday through Friday, except for TWS holidays).
6. **NON-SOLICITATION**: Customer acknowledges that the services may be performed, at least in part, by one or more employees or contractors of TWS ("TWS Consultant"). Customer shall not solicit the employment of, or otherwise employ, directly or indirectly, any TWS Consultant during his/her employment or engagement with TWS and for a period of one (1) year after the termination of such employment.
7. **CONDITIONS**: Without prejudice to any other provisions of this Agreement, the following are explicitly excluded from TWS's responsibility in performing the services:
 - a. Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by TWS, or from parts, accessories, attachments or other devices not furnished by TWS;
 - b. Customer's improper operation per instructions;
 - c. Improper installation of modem and/or antenna, or unavailability of VPN network connection to Customer's network;
 - d. Trouble due to interruption of commercial power to the modem; or lack of a reliable connection to the modem and/or antenna; and
 - e. System changes requested by Customer.

Customer expressly acknowledges and agrees that support and maintenance of Customer's network, including VPN connection(s) to Customer's network (where applicable), are the sole responsibility of Customer.

8. **CUSTOMER DATA**: To the extent that TWS receives or develops data specific to TWS's provision of services to Customer ("Customer Data"), Customer agrees that TWS may aggregate such Customer Data, and may or may not combine such aggregate Customer Data with aggregate data from other TWS customers. TWS may use de-identified aggregate data in the form of summary level information for analytical and statistical reporting purposes and to maintain and improve any TWS products and services. Customer acknowledges and agrees that any reports or analyses that TWS provides to Customer with respect to Customer's energy usage and the like are approximations only and TWS makes no representations or warranties with respect thereto.
9. **CONFIDENTIALITY**: Each Party shall, and shall cause each of its employees, affiliates, contractors, agents and assigns to: (a) keep in confidence all Confidential Information (defined below) and limit the disclosure of such information within such Party's organization to those who need to know such information for purposes of the performance of this Agreement; (b) not use any Confidential Information for any purpose other than the

performance of this Agreement; (c) not disclose any Confidential Information to any of such Party's domestic and international affiliates, to any third party, including such Party's agents, contractors and assigns (if any), without the advance written consent of the disclosing Party; (d) not disclose any Confidential Information to any indirect and/or direct competitors of the disclosing Party; and (e) return all Confidential Information, including all tangible, electronic copies and analyses thereof, to the disclosing Party promptly upon written request. As used herein, the term "Confidential Information" means information about a Party's business, assets or operations deemed by such Party to be of commercial or competitive value and not commonly known to others within the Party's industry and specifically includes, without limitation, trade secrets and the terms and conditions of this Agreement. Additional examples of Confidential Information include, without limitation, any information regarding a Party's marketing techniques, pricing, sales, quantity of product purchased or ordered by a Party from the other Party, product and sales forecasts, product evaluations, business prospects, customers, employees and relationships with customers and suppliers, and all related data. Confidential information shall not include information which a receiving Party demonstrates by documentary evidence: (i) was known to the public at the time of its disclosure, or becomes known to the public after the disclosure through no fault of the receiving Party; (ii) as evidenced by prior written documentation, was rightfully in the receiving Party's possession prior to the time of disclosure; (iii) as evidenced by prior written documentation, was developed by the receiving Party independent of the disclosure by the disclosing Party; or (iv) is required by law to be disclosed; provided that the receiving Party gives the disclosing Party prior written notice thereof and ensures that such information is disclosed only under conditions in which its confidentiality is maintained and so as to provide the disclosing Party the opportunity to obtain such protective orders or other relief as may be available under the circumstances. Each Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the disclosing Party will have no adequate remedy in damages and, accordingly, may be entitled to injunctive relief against such breach or threatened breach in addition to any other remedies available at law or in equity. This Section shall survive the Term, but the confidentiality obligations imposed by this Section shall cease three (3) years post-termination.,

10. **LIMITED WARRANTY:** TWS warrants that the services will be performed in a professional manner, consistent with the standards generally accepted in TWS's industry. Customer acknowledges that the services may not satisfy all of Customer's requirements or achieve all of the objectives specified in any description of the services. Customer acknowledges that the services may not result in any energy savings at Customer's facility. Customer further acknowledges that (i) the fees and charges contemplated under this Agreement are based on the limited warranty, disclaimers and limitation of liability specified in this Agreement and (ii) such fees and charges would be substantially higher if any of these provisions were unenforceable. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY TWS, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

11. **THIRD PARTY DAMAGE TO CUSTOMER:** TWS EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES WHICH THIRD PARTIES MAY CAUSE TO CUSTOMER OR CUSTOMER'S SYSTEMS, DATA OR NETWORKS THROUGH UNAUTHORIZED ACCESS, INTRUSIONS AND/OR USE OF TWS SYSTEMS OR COMMUNICATION CHANNELS .
12. **LIMITATION OF LIABILITY:** THE FOREGOING OBLIGATIONS OF TWS ARE TWS'S SOLE OBLIGATIONS WITH RESPECT TO THE SERVICES. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TWS'S NEGLIGENCE, SHALL BE THE RE-PERFORMANCE OF DEFECTIVE SERVICES. TWS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TWS OR NEGLIGENCE OF TWS OR OTHERWISE. IF, NOTWITHSTANDING THE LIMITATIONS CONTAINED IN THIS AGREEMENT, TWS IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO ONE YEAR SERVICE FEES. THE PROVISIONS OF THIS PARAGRAPH 12 SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO TWS'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF TWS, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST TWS IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS AGREEMENT, THEN CUSTOMER SHALL INDEMNIFY AND HOLD TWS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST TWS OR ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENTS (BOTH DIRECT AND INDIRECT) MORE THAN ONE YEAR AFTER THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE OCCURRED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE YEAR. THE PROVISIONS OF THIS PARAGRAPH 12 SHALL APPLY TO AND BENEFIT TWS AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, AND PARENTS (BOTH DIRECT AND INDIRECT).
13. **RECEIPT OF SIGNALS:** TWS'S RECEIPT OF SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, " SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH SIGNALS. TWS CANNOT RECEIVE SIGNALS WHEN THE TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE SYSTEM IS UNABLE TO

ACQUIRE, TRANSMIT OR MAINTAIN A SIGNAL FOR ANY REASON.

14. **SERVICE INTERRUPTION**: TWS ASSUMES NO LIABILITY FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF TWS, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.
15. **WIRELESS SERVICE PROVIDER**: CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TWS AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
16. **ASSIGNMENT; ENFORCEABILITY**: This Agreement is not assignable by the Customer except with the prior written consent of TWS. TWS shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
17. **USER INTERFACE; NETWORK CONNECTIONS**: In certain instances, the user interface provided with the system or in connection with the services is proprietary to TWS and/or TWS's supplier(s). Customer may not (a) disclose all or any part of such user interface to any third parties, (b) duplicate, reproduce, or copy all or any part of such user interface, or (c) use such user interface on equipment other than with the designated system with which it was furnished. TWS shall not be responsible for the setup, operation, or maintenance of Customer's computer network or network performance or compatibility issues.
18. **UPDATES; REMOTE SERVICES**: The software associated with TWS's system(s) may automatically download and install updates from TWS from time to time. These updates may take the form of bug fixes, new features, or new versions. Customer agrees to receive such updates from TWS as part of its use of the TWS system. The services provided by TWS pursuant to this Agreement may involve various remote services including, *inter alia*, remotely performed device health checks. Customer hereby grants permission to TWS to remotely access the Customer's system to provide such remote services to Customer.
19. **ELECTRONIC MEDIA**: TWS may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the Parties and equivalent to the original for all purposes, including litigation. TWS may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or accepted any Services.

20. **TERMINATION:**

- a. Termination for Default. Customer shall be in default of this Agreement if it fails to perform any of Customer obligations under this Agreement, including making prompt payments when due. TWS may suspend performance of the services in whole or in part until any delinquent payment is received by TWS. TWS may terminate this Agreement in whole or in part upon Customer's default with ten (10) days notice to Customer, unless such default is cured by Customer within the ten (10) day period.
- b. Termination for Convenience. Either Party may terminate this Agreement for convenience and without liability during any renewal term by giving the other Party thirty (30) days' advance written notice of such termination; provided, however, that Customer shall not be entitled to a refund of fees if Customer terminates this Agreement.

21. **CHOICE OF LAW AND FORUM:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer consents to the exclusive jurisdiction and venue of any State or Federal court located within the State of California. Any suit between the Parties hereto, other than one seeking payment of amounts due hereunder, shall be commenced, if at all, within two (2) years of the date that the claim accrues. The Parties irrevocably waive any right to a jury trial in any suit between them.

22. **ENTIRE AGREEMENT:** This Agreement, which comprises this Services Agreement, its Exhibits (if any), the final submittal package, bill of materials and/or proposal provided by TWS, and the level of service description(s) referenced therein, constitutes the entire agreement between the Parties with respect to the furnishing of services, expressly superseding all non-final submittal packages and/or proposals provided by TWS, whether oral or written. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. No representation or statement not contained in this Agreement shall be binding upon TWS as a warranty or otherwise. This Agreement may only be modified or amended by a writing signed by authorized representatives of Customer and TWS. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.