

Service and Support Options

TECHNOLOGY SUPPORT PLANS



The Lutron Service Difference

Standard and custom-system protection plans are targeted to facility managers, system users, and others responsible for service contracts and software maintenance agreements for the Lutron lighting control system.

We provide a unique offering of service and maintenance plans to enhance your Lutron experience. Our customizable plans ensure we are here with you every step of the way.

What do Lutron Services do for you and your projects?

- Protect your investment and keep it running smoothly
- Deliver prioritized response to unexpected issues
- Ensure your software is protected from 3rd-party issues

Technology Support Plan Options

Standard Plan Summary

Unexpected issues can cause costly interruptions to your business. Take precautionary steps to prevent problems and minimize downtime. These prepackaged protection plans extend your initial system warranties by up to 10 years and make sure you're covered when the unexpected happens.

The following chart briefly highlights the benefits of each level of the Lutron Technology Support Plans — there are three standard options. For more details on each plan, please refer to the next pages. Pricing based on acceptance of Lutron Standard Terms and Conditions.

		Silver Plan	Gold Plan	Platinum Plan
Plan Features	100% Parts & 100% Lutron Labor Coverage	•	•	•
	Scheduled Maintenance Visit(s)		•	•
	24-Hour Onsite/Remote Response Time			•
	48-Hour Onsite/Remote Response Time		•	
	72-Hour Onsite/Remote Response Time	•		
	Priority Support Line			•
	Unlimited Technical Hotline Support	•	•	•
	Remote Diagnostics (Applicable for connected Quantum, Athena, and Vive Systems)	•	•	•

Lighting and Shades Coverage, Service and Support Details

- All onsite service to be scheduled Monday – Friday between
- All onsite service to be delivered Monday– Friday between around availability of facility and staff
- Coverage excludes Lutron Holidays — New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
- All rates do not include any applicable taxes, which will be invoiced as a separate line item
- Additional days of service are available for purchase as needed
- Customization available upon request

Technology Support Plan Options

Standard Plan Details

Silver Plan
72-Hour Response , diagnostic labor coverage (onsite/remote)
100% Replacement parts for duration of agreement
100% Lutron labor coverage for troubleshooting and diagnosis of lighting and shading issues
Unlimited technical support: 1.888.LUTRON1 (588.7661), press 3
Remote diagnostics for systems configured for remote access*
2 Hours of remote programming for systems configured for remote access
100% Lutron parts coverage for replacement, shipment, and analysis of Lutron components included with your system

The Gold and Platinum Technology Plans include the Silver plan features above.

Gold Technology Support Plan	Platinum Technology Support Plan
48-Hour Response Diagnostic Labor Coverage (onsite/remote)	Priority Support Line 24-Hour Response Diagnostic Labor Coverage (onsite/remote)
Elective onsite support visits to provide preventive maintenance, onsite training, and programming needs per your selection:	
<ul style="list-style-type: none"> Preventive Maintenance includes scheduled onsite visit for asset management, system check, panel maintenance and computer maintenance <ul style="list-style-type: none"> - For additional details, please see the Preventive Maintenance Checklist System Optimization includes an onsite, consultative visit for identification and implementation adjustments and/or strategies to enhance energy savings <ul style="list-style-type: none"> - Ensures facility needs, code requirements, and energy goals are being met Onsite Training includes a scheduled onsite Lutron lighting control system programming and implementation training visit for facility staff <ul style="list-style-type: none"> - Training sessions may be tailored to specific staff or facility needs, per request Additional elective services include supplemental staff training, system optimization, timeclock reprogramming and/or system status reporting 	

Technology Support Plan Options

Customized Plan Details

If our standard protection packages don't quite fit your needs, Lutron will customize a contract based on your unique requirements. Contracts may be built for multiple locations.

Use the charts below to mix-and-match the selections that matter most to you:

Troubleshooting and Diagnostic Services	
Response Time Commitment	# of Visits Requested (0 to Unlimited per year)
24-Hour (Next Business Day)	
48-Hour (2 Business Day)	
72-Hour (3 Business Day)	
First Available	

Optional Onsite Utility Days	
Elective Service Description	# of Visits Requested (per year)
Preventive Maintenance	
System Optimization	
Customer System Orientation	
System Reprogramming	

Optional Remote Services (requires Internet connection)	
Available Remote Services	# of 4-Hr Block Sessions Requested (per year)
Remote Programming Assistance	
Remote Supplemental Training	
Remote Diagnostics	

Technology Support Plan Options

Parts Coverage Options		
100% Parts Replacement coverage (Lighting)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
100% Parts Replacement coverage (Shades)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
100% Parts Replacement coverage (Ketra)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
100% Parts Replacement coverage (Limelight)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Additional Service Options		
After-Hours (2 p.m. - 10 p.m.)*	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Weekend (Saturday 8 a.m. - 5 p.m.)*	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Software Upgrade (Quantum Only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Onsite Scene & Level Tuning	<input type="checkbox"/> Yes	<input type="checkbox"/> No

*Dependent upon project location and market availability

Software Maintenance Agreement Options

Lutron Quantum Software requires Microsoft software. This service helps protect against unexpected issues between Lutron software and 3rd-party software; Lutron will test your software with those 3rd-party releases.

	Software Maintenance Agreement
Microsoft Operating System Compatibility Coverage	•
SQL Server Compatibility Coverage	•
Quantum Lighting Control Software License Upgrade Fee Waiver	•
Extension of Quantum Software Warranty for Duration of Agreement	•
Price (\$/year up to 5 years)	

Software Maintenance Agreement Coverage Service and Support Details

- Microsoft Operating System & SQL Server Compatibility Testing: Microsoft@operating system, database, and browser patches for compatibility with Quantum software. Provides access to Quantum software patches to achieve continued interoperability with the Microsoft operating system, database, and browser patches.
- Quantum Lighting Control Software License Waiver: Included in the purchase of Support is license version upgrades of the Quantum software (example: Quantum 2.3 to Quantum 3.0); Licensee will be provided Quantum Lighting Control Software license revisions at no additional charge. Note: Supplemental licenses such as Floorplan and onsite labor are not included.
- Software Warranty: Support includes the diagnosis and correction of system non-conformance to the sequence of operation prior to the issue.
- Supplemental Information: Regular onsite preventive maintenance is an optional feature of a Lutron Technology Support Plan. If a Technology Support Plan is also purchased, labor costs for a Quantum upgrade may be reduced via application of those included visits.



Technology Support Plan Coverage

1. ALL PLANS COVER:

- On-site or remote service to troubleshoot and diagnose the lighting control system(s) ("System") manufactured by Lutron Electronics Co., Inc. ("Lutron").
- System replacement parts and LED drivers.
- Parts coverage for Systems greater than 10 years old based on availability.
- Remote Diagnostics (for applicable systems).
- 24x7 technical phone support, excluding Lutron holidays.
- On-site or remote coverage hours are Lutron Business Hours (8:00am-5:00pm Monday through Friday, local time, excluding Lutron holidays). Travel costs incurred by LSC are included. Support at Customer's request outside normal business hours, will be billable at LSC's then-current rates and minimum charges for overtime hours.

Silver Plan:

- **72 – Business Hour** response time for remote or on-site service for System troubleshooting and diagnosis.

Gold Plan:

- Annual scheduled preventive maintenance site visit which can include on-site System Customer training, minor System reprogramming, and System optimization.
- **48 – Business Hour** response time for remote or on-site service for System troubleshooting and diagnosis.

Platinum Plan:

- **Priority Support Line**
- Annual scheduled preventive maintenance site visit which can include on-site System Customer training, minor System reprogramming, and System optimization.
- **24 – Business Hour** response time for remote or on-site service for System troubleshooting and diagnosis.

Window Shade Solution:

(Optional coverage; available to Gold and Platinum Plans)

- Customer may include applicable Window Shade Solution ("WSS") support to be performed during the annual scheduled preventive maintenance visit. WSS coverage will include the following:
- Confirmation of shade zone configurations.
- Verification of shade motor limits and addresses.
- Visual inspection of shade hardware and fabrics.
- WSS troubleshooting and diagnosis.
- WSS replacement parts (excludes fabric and shade motors).
- WSS operation Customer training.

2. SERVICE PROCEDURES

- To schedule a visit, call 844-588-7661 and follow prompts to be connected to LSC Field Service Scheduling.
- LSC representatives will perform service in compliance with security and safety instructions provided by Customer. LSC will provide a certificate of insurance upon request of Customer.
- Customer agrees that all LSC service must be done in compliance with LSC's safety procedures, which may include temporarily disabling or de-energizing the System and other equipment connected to the System.
- LSC will respect the Customer's confidentiality and will utilize job-specific information only as needed to complete the service visit.

3. THIS TECHNOLOGY SUPPORT PLAN DOES NOT COVER:

- **Labor costs to remove and reinstall components, fixtures, window shades (or shade components), ballasts/LED drivers, and/or line voltage electrical equipment.**
- **Services requiring a licensed electrician or electrical contractor.**
- Non-Lutron components and equipment to include but not limited to: lamps, non-Lutron ballasts/LED drivers, sockets, fixtures, fixture wiring between ballasts and lamps, building wiring between System elements, audio-visual equipment, non-Lutron timeclocks and sensors, and local area networks.
- Computers, associated equipment, and software; backup of the Customer's System database.
- Customer activities related to providing a virtual private network or secured Internet connection for remote access in support of remote programming and diagnosis by LSC; absence of such remote access prohibits remote access and related LSC support.
- Shade fabric of the WSS or shade motors.
- Damage or malfunctions diagnosed by LSC as due to abuse, misuse, or accident, such as: use of incorrect line voltage, fuses or protection devices; failure to follow operating and maintenance instructions provided by Lutron or LSC; failure to comply with national or local electrical codes; unauthorized repairs/adjustments; vandalism or theft; fire, water damage, flood, "Acts of God", or other problems beyond LSC's control.
- Repairs or adjustments to Lutron System required as a result of (i) malfunctions caused by non-Lutron supplied equipment, (ii) software that is connected to or used with the System, or (iii) programming changes made by anyone other than LSC or approved LSC Authorized Service Center agent.

Technology Support Plan Coverage

4. WARRANTIES

- LSC will refund to the Customer the total Technology Support Plan annual payment if LSC is unable to resolve a covered problem within five (5) support visits.
- **LSC makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. LSC makes no warranty that the System will perform uninterrupted, timely, complete or error-free.**

5. INDEMNIFICATION/HOLD HARMLESS/LIMITATION OF LIABILITY

- LSC agrees to indemnify, defend, and hold harmless Customer from and against any liability or loss (including reasonable attorneys' fees and other costs of defense) resulting from judgments or claims for a) personal injury, including death, and/or b) damage/destruction of tangible property arising out of or incident to this Agreement (a) and b) collectively "Losses"), but only to the extent that such Losses are proximately caused by the negligence or willful misconduct of LSC.
- This indemnification obligation of LSC shall be construed so as to extend to all reasonable legal, defense and investigation costs provided Customer promptly notifies LSC (Attn: General Counsel) that a claim or demand is being made. LSC will have the exclusive rights to defend, control, settle and compromise any claim, provided however, that LSC will consult with Customer regarding any settlement or compromise that includes substantive terms beyond a monetary settlement. Further, if LSC assumes the defense of a claim and Customer desires to retain its own counsel with respect to such claim, Customer may do so provided such counsel is retained at Customer's sole cost and expense.
- **IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES RENDERED HERETO EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.**
- **EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER'S EXCLUSIVE REMEDY AND LSC'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, UNDER THE AGREEMENT BETWEEN THE PARTIES WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE FEES PAYABLE TO LSC BY CUSTOMER FOR THE INITIAL TERM OF THIS AGREEMENT.**

6. TAXES

- Customer shall be responsible for sales, use, and value-added taxes; such taxes shall be invoiced by LSC as a distinct line item.

7. TERM; TERMINATION

- Customer may cancel coverage by providing 30 days' written notice to LSC and LSC will provide a pro-rata refund of any prepaid fees. Customer may terminate a multi-year Agreement prior to the end of the full term by paying an early termination fee equal to 10% of the annual rate for each remaining year or partial year of the term. The early termination fee will be offset against the amount of any pro-rata refund of prepaid fees due from LSC. LSC may terminate this Agreement by providing 30 days advance written notice to Customer; in the event of LSC's termination, LSC shall provide a pro-rata refund to Customer.
- Following the Initial Term, the service period will automatically be renewed annually (Renewal Term), unless either party provides written notice to the contrary at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. LSC reserves the right to modify the Annual Rate in any Renewal Term. Systems that are no longer actively sold by Lutron are not eligible for automatic renewal and will therefore terminate at the end of the Initial Term.

8. COMPLIANCE WITH TRADE LAWS

- Customer represents and warrants that neither Customer, nor any parent, subsidiary, affiliate, or associated company of Customer, is (i) included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls; or (ii) located in a jurisdiction that is subject to U.S. territorial sanctions, including at the time of this agreement Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of the Ukraine. Customer confirms it will not sell, export, re-export, transfer or re-transfer any Products or any related technology or services that are sold or otherwise provided hereunder by LSC or its distributors, resellers, or agents, in any manner contrary to applicable export control and economic sanctions laws of the United States and/or other jurisdictions.

Technology Support Plan Coverage

9. NON-SOLICITATION

- While this Agreement is in effect, and for twelve (12) months after its expiration or termination, Customer agrees that it shall not directly or indirectly solicit for employment, any employee of LSC with whom Customer has had contact in connection with performance of this Agreement. The foregoing shall not apply to (i) individuals hired as a result of the use of a general solicitation (such as an advertisement, in newspapers, or on radio or television) not specifically directed to the employees of LSC; or (ii) LSC employees who independently and on their own initiative pursue employment opportunities with Customer.

10. MISCELLANEOUS

- This Agreement is the complete agreement between Customer and LSC regarding the services provided hereunder, and replaces any prior oral or written communications between Customer and LSC regarding such services. None of LSC's employees or agents may orally vary the terms and conditions of this Agreement. LSC's failure to exercise, delay in exercising, or single or partial exercise of any right, power, or privilege under this Agreement shall not operate to waive or preclude LSC's right to exercise such rights, power, or privileges. If any part of this Agreement is held to be invalid or unenforceable, it will not affect the validity or enforceability of the rest of the Agreement. Without further action of the parties, that part will be reformed to the minimum extent necessary to make it valid and enforceable. Any modification of this Agreement must be signed in writing by authorized representatives of Customer and LSC.

Software Maintenance Agreement Coverage

Quantum is a software application that provides the Licensee with a tool for managing the lighting control system manufactured by Lutron Electronics Co., Inc. (Lutron). Lutron licenses the use of the Quantum software to end-users of Lutron lighting control systems. Lutron has authorized Lutron Services Co., Inc. (LSC), to provide software support for Quantum. The terms of the Lutron Quantum End User License Agreement apply to all upgrades, updates, and patches provided to Licensee pursuant to the terms of this Software Maintenance Agreement.

LSC will provide the services described below (Support) on an annual basis, provided the annual fee is paid by Licensee. Licensee may renew Support annually by paying the renewal invoice.

1. SCOPE OF SOFTWARE SUPPORT:

- A. Testing of supported operating system, database, and browser patches and/or updates for compatibility with Quantum software. Licensee's installing patches or service packs for operating systems, database, and browsers may cause incompatibility issues with the installed Quantum software. By purchasing Support, Licensee obtains access to Quantum software patches to achieve continued interoperability with the supported operating system, database, and browser patches.
- B. Licensed Software upgrades: Included in the purchase of Support is license version upgrades of the Quantum software (example: Quantum 1.9 to Quantum 2.1); Licensees purchasing Support will be provided Quantum license revisions at no additional charge. Note: Support includes Quantum license upgrades at no additional software license fee to Licensee; however version upgrades will frequently require on-site migration assistance by LSC technicians and additional hardware. See Additional Services, below. Contact LSC for a quotation of additional service fees applicable to version upgrades.
- C. Software Warranty: Support includes the diagnosis and correction of system non-conformance to the sequence of operation prior to the issue.

2. DELIVERY OF SOFTWARE MAINTENANCE:

- A. Telephone/Email Support: LSC will furnish to Licensee a telephone number and email address for use by Licensee Representative to report problems with the Quantum software and to seek assistance to resolve such problems. Telephone and Email Support is available between the hours of 9 a.m. to 5 p.m. Eastern Time, Monday Through Friday, excluding LSC holidays.

- B. Support: If LSC's testing discloses an incompatibility between Licensee's installed version of Quantum software and the supported operating system or browser used by Licensee, LSC will contact Licensee to make arrangements for installation of the required patch. Installation may be accomplished by LSC remotely, if the Licensee's Quantum system is configured for remote access. If remote access is not possible, or at Licensee's option, LSC will perform the installation on-site at Licensee's facility.

3. EXCLUSIONS: SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- A. Assistance with operating systems not listed in the applicable Quantum software documentation.
- B. Assistance with interoperability of Quantum software due to major operating system/browser version upgrades (Example: Windows Server 2003 to Windows Server 2008). See Additional Services, below for additional service options.
- C. Assistance with interoperability of software or hardware other than supported operating systems/ browsers and Quantum software.
- D. Quantum configured in a manner that deviates from standard configurations; customized portions of Quantum software.
- E. Quantum programming changes to implement operational changes. (Example: time-clock, re-zoning, and scene changes.)
- F. Diagnosis or repair of Lutron lighting control system hardware failures. See Additional Services, below for additional service options.

Software Maintenance Agreement Coverage

4. GENERAL CONDITIONS:

- A. Response: LSC will use all commercially reasonable efforts to provide remote support via telephone or email within twenty-four hours of notification of such support issues, excluding weekend days and LSC holidays. Support shall be provided by appropriately skilled personnel in accordance with industry standards.
- B. Licensee Responsibilities: Licensee shall maintain a current backup copy of all software and data. Licensee shall designate a representative of Licensee (Licensee Representative) who shall be authorized to fully assist LSC as reasonably required for LSC to efficiently provide the Support. LSC shall provide Support only to the Licensee Representative or a designated alternate. Licensee is responsible to maintain up to date information regarding Licensee's system.
- C. Additional Services: Licensee may purchase additional services to assist in managing the Lutron lighting control system. Additional services available: i) on a time and materials basis for version upgrades, user training, and lighting control system reprogramming, and ii) LSC recommends the purchase of a Technology Support Plan to assist in the maintenance of the lighting control system. A Technology Support Plan provides for lighting control system diagnosis and replacement parts (see terms of Technology Support Plan for details).
- D. Support may not be resold or retransmitted and is provided: i) solely for the Licensee, and ii) solely for the Quantum software installed at the named location. A Licensee with multiple locations utilizing Quantum software should purchase a Software Maintenance Agreement for each location where Quantum is utilized. Utilizing Support provided herein for an un-named location is a violation of the terms of this Software Maintenance Agreement.
- E. Once paid, the annual fee is non-refundable. This Software Maintenance Agreement does not renew automatically. Licensees opting for a term of one year will receive a renewal invoice annually. If Licensee wishes to discontinue Support, do not pay the renewal invoice when received. LSC reserves the right to increase the renewal fee for Support; price increases will not exceed 3% annually. Licensees opting for a multiyear term will receive an invoice annually for the succeeding year of the term. A multiyear Agreement may be terminated prior to the end of the full term by paying an early termination fee equal to 10% of the annual rate for each remaining full year of the term.

- F. Reinstatement of Support: After any lapse of Support, LSC may reinstate Support upon the terms and conditions herein, provided Licensee shall pay upon reinstatement the charges LSC would have charged Licensee had Licensee purchased Support during the lapse.
- G. Purchase Order terms null and void. Licensee may issue a purchase order or similar hardcopy or electronic documentation to initiate purchase and for subsequent annual renewals of Support; all terms, other than the fee, in any Licensee issued document that add to or conflict with the terms contained herein are null and void and of no effect.

5. WARRANTIES

EXCEPT AS SET FORTH HEREIN, LSC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE QUANTUM SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS SOFTWARE MAINTENANCE AGREEMENT. LSC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND SUCH OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

Software Maintenance Agreement Coverage

6. INDEMNITY AND LIMITATION OF LIABILITY

A. LSC agrees to indemnify, defend, and hold harmless Licensee from and against any liability or loss (including reasonable attorneys' fees and other costs of defense) resulting from judgments or claims for a) personal injury, including death, and/or b) damage/destruction of tangible property arising out of or incident to this Agreement (a) and b) collectively "Losses"), but only to the extent that such Losses are proximately caused by the negligence or willful misconduct of LSC. This indemnification obligation of LSC shall be construed so as to extend to all reasonable legal, defense and investigation costs provided Licensee promptly notifies LSC (Attn: General Counsel) that a claim or demand is being made. LSC will have the exclusive rights to defend, control, settle and compromise any claim, provided however, that LSC will consult with Licensee regarding any settlement or compromise that includes substantive terms beyond a monetary settlement. Further, if LSC assumes the defense of a claim and Licensee desires to retain its own counsel with respect to such claim, Licensee may do so provided such counsel is retained at Licensee's sole cost and expense.

B. IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES RENDERED HERETO EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

C. Notwithstanding any other provision of this Agreement, except with respect to LSC's indemnity obligation as set out in this Section 6, Licensee's exclusive remedy and LSC's entire, collective liability in contract, tort (including negligence) or otherwise, under this Software Maintenance Agreement will be the re-performance of Support or payment of actual damages not to exceed the fees payable to LSC by Licensee for the initial term of this Agreement.

7. TAXES

Licensee shall be responsible for sales, use, and value-added taxes; (for Canadian Licensee's: including without limitation Canadian GST, HST, PST, QST, & RST); such taxes shall be invoiced by LSC as a distinct line item.

8. COMPLIANCE WITH TRADE LAWS

Licensee represents and warrants that neither Licensee, nor any parent, subsidiary, affiliate, or associated company of Licensee, is (i) included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls; or (ii) located in a jurisdiction that is subject to U.S. territorial sanctions, including at the time of this agreement Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of the Ukraine. Customer confirms it will not sell, export, re-export, transfer or re-transfer any software, updates, patches or any related technology or services that are sold or otherwise provided hereunder by LSC or its distributors, resellers, or agents, in any manner contrary to applicable export control and economic sanctions laws of the United States and/or other jurisdictions.

9. MISCELLANEOUS

This agreement is the complete agreement between Licensee and LSC regarding the services provided hereunder and replaces any prior oral or written communications between Licensee and LSC regarding such services. None of LSC's employees or agents may orally vary the terms and conditions of this agreement. LSC's failure to exercise, delay in exercising, or single or partial exercise of any right, power, or privilege under this Software Maintenance Agreement shall not operate to waive or preclude LSC's right to exercise such rights, power, or privileges. If any part of this Software Maintenance Agreement is held to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder. Without further action of the parties, that part will be reformed to the minimum extent necessary to make it valid and enforceable.

Any modification of this agreement must be manually signed in writing by authorized representatives of Licensee and LSC.

*Supported operating systems: Windows, IOS. Supported browsers: Chrome, Internet Explorer, Edge, Safari.

Quantum, Quantum Vue and Green Glance are trademarks or registered trademarks of Lutron Electronics Co., Inc. in the United States and/or other countries. Microsoft, Windows, SQL Server, Windows Server, Internet Explorer and Edge are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries. Chrome is a trademark of Google Inc. Safari is a registered trademark of Apple, Inc. IOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used by Apple, Inc. under license.

