

mwLinkTM Dashboard Terms of Use

PLEASE READ THIS TERMS OF USE (THE "TERMS OF USE") BEFORE USING MWLINK DASHBOARD INCLUDING THE WEBSITE AND ALL ASSOCIATED SOFTWARE AND SERVICES, REFERRED TO COLLECTIVELY AS THE "MWLINK DASHBOARD". THE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THE MWLINK DASHBOARD AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE MWLINK DASHBOARD. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE.

1. Parties to this Terms of Use

The parties to this Terms of Use are McWong International Inc. (dba mwConnect) ("McWong", "mwConnect", "we", "us", or "our") and the user ("user", "customer", "you", or "your") of the mwLink Dashboard and related API services ("mwLink Dashboard", "mwLink", "APIs", or "services").

2. User Eligibility

The mwLink Dashboard is provided by McWong International Inc. (dba mwConnect) with head offices at 1921 Arena Blvd, Sacramento, CA 95834 and is available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the mwLink Dashboard.

3. Scope of Terms of Use

These Terms of Use govern your use of the mwLink Dashboard and related API (application programming interface) services.

4. Modifications

These Terms of Use may be revised and updated at any time and at mwConnect's sole discretion. Your continued usage of the mwLink Dashboard after any changes to these Terms of Use means you accept those changes. Any aspect of the mwLink Dashboard may be changed, supplemented, deleted or updated without notice. Also, fees for products and services provided through the mwLink Dashboard may be changed or imposed at any time. General practices and limits concerning other products and services connected with mwLink Dashboard may be established or changed at any time.

5. Privacy Notice

The mwLink Dashboard Privacy Notice (the "Privacy Notice") governs the use of information collected from or provided by you in the mwLink Dashboard. This includes your personal data as defined in the Privacy Notice. With respect to any individual whose personal information is provided by you, you represent that you have obtained all necessary consent for the processing of such personal data contemplated by the mwLink Dashboard you are using and by the Privacy Notice, including the transfer of such data to the United States, or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual, unless it is prohibited by the country in which the lighting control system the mwLink Dashboard interacts with resides.

6. Service Description, Account Registration and Access

mwLink is a cloud-based software platform providing:

- *a Graphical User Interface (GUI) for monitoring and controlling commercial lighting systems;*
- *remote reporting of lighting zone status (including On/Off and dimming levels);*
- *remote control of lighting zones (On/Off and dimming levels);*
- *reporting of zone-based occupancy, fault conditions, predictive maintenance alerts, and energy consumption;*
- *support for OpenADR (Open Automated Demand Response) communication and control; and*
- *all additional functionality implemented in the Service including but not limited to public APIs enabling integration with approved third-party software applications, and future functionality.*

In order to use mwLink and its related services the customer

- *must register for one or more user accounts for mwLink;*
- *is responsible for maintaining the confidentiality of all user login account credentials and for all the activity under the user accounts; and*
- *shall promptly notify mwConnect of any unauthorized access or use of mwLink.*

mwConnect, notwithstanding Termination options described below, may restrict or suspend access to mwLink and its services for the purpose of maintenance, security or other operational reasons.

7. License and Ownership

All intellectual property rights in mwLink, including software, user interfaces, documentation, and APIs, are and remain the exclusive property of mwConnect. This Agreement does not grant Customer any ownership interest in mwLink or related materials.

Any and all intellectual property rights ("Intellectual Property") associated with the mwLink Dashboard and its contents ("Content") are protected by copyright and other laws. Elements of the mwLink Dashboard are also protected by trademark, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear in the mwLink Dashboard are trademarks, service marks or trademark ("Marks") of mwConnect, its affiliates or other entities that have granted mwConnect the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of mwConnect. Except as otherwise expressly authorized by these Terms of Use, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the mwLink Dashboard in any way without mwConnect's or the appropriate third party's prior written permission. Except as expressly provided herein, mwConnect does not grant to you any express or implied rights to mwConnect's or any third party's Intellectual Property.

mwConnect grants you a limited, non-exclusive, non-transferable, revocable license to access and use the mwLink Dashboard only in the manner presented by mwConnect, and only in the manner expressly permitted by mwConnect. Except for this limited license, mwConnect does not convey any interest in or to the mwLink Dashboard, information or data available via the mwLink Dashboard (the "Information"), Content, or any other of mwConnect's or any third party's property by permitting you to access the mwLink Dashboard. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, reproduced, re-published, translated into any language or computer language, re-transmitted in any form or by any means, resold or

redistributed without the prior written consent of mwConnect. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by mwConnect. Specifically with regard to the APIs, the customer agrees to use the APIs in compliance with mwConnect’s API documentation and rate limits; not use the APIs in a manner that degrades performance or compromises security; and acknowledges that mwConnect may modify, suspend, or deprecate APIs with reasonable notice. mwConnect retains all rights to its APIs and may monitor API usage for compliance.

8. Warranties & Liability

mwConnect warrants that the mwLink Dashboard provided to you is “as-is” and “as available”, and mwConnect specifically disclaims any and all express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, warranties of merchantability, or non-infringement. No person is authorized to make any warranty or representation on behalf of mwConnect concerning the performance of the mwLink Dashboard. mwConnect shall not be liable for indirect, incidental, consequential or special damages of any nature including without limitation loss of profit, manufacturing expenses, overhead, data, injury to reputation or loss to other party, arising out of or in connection with the use of this mwLink Dashboard. mwConnect will not incur any liability to you on account of any loss or damage resulting from any delay or failure of the mwLink Dashboard if such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the reasonable control of mwConnect. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and/or explosions.

9. System Availability and Support

mwConnect will make commercially reasonable efforts to ensure mwLink uptime and responsiveness. However, mwConnect does not guarantee uninterrupted operation and may perform scheduled maintenance or emergency updates.

Technical support is available to Customers in accordance with mwConnect’s standard support policy or applicable service-level agreements if applicable.

10. Restrictions on Use of the mwLink Dashboard

In addition to other restrictions set forth in these Terms of Use, you agree that:

- a) You shall not disguise the origin of information transmitted through the mwLink Dashboard.*
- b) You will not place false or misleading information on the mwLink Dashboard.*
- c) You will not use or access any service, information, application or software available via the mwLink Dashboard in a manner not expressly permitted by mwConnect.*
- d) You will not input or upload to the mwLink Dashboard any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate mwLink Dashboard data or communication, or that infringes the Intellectual Property rights of another.*
- e) You will not access or attempt to access areas of the mwLink Dashboard that are restricted and not accessible to you as a user and/or customer of mwConnect.*
- f) You may not use or access the mwLink Dashboard in any way that, in mwConnect’s judgment, adversely affects the performance or function of the mwLink Dashboard or interferes with the ability of authorized parties to access the mwLink Dashboard.*
- g) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of mwConnect.*

11. Termination

You agree that mwConnect, in its sole discretion, may terminate or suspend your use of the mwLink Dashboard, Information and Content at any time and for any or no reason in its sole discretion with 30 days of notice, even if access and use is continued to be allowed to others. Upon such suspension or termination, you must immediately discontinue use of the mwLink Dashboard. Accessing the mwLink Dashboard or Information after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that mwConnect shall not be liable to you or any third party for any termination or suspension of your access to the mwLink Dashboard and/or Information.

12. Compliance with Law Including Export Control

You agree to use the mwLink Dashboard in strict compliance with all applicable laws, rulings and regulations including export control and data protection regulations and in a fashion that does not, in the sole judgment of mwConnect, negatively reflect on the goodwill or reputation of mwConnect and shall take no actions which would cause mwConnect to be in violation of any laws, rulings or regulations applicable to mwConnect. The mwLink Dashboard is based in the United States of America. The applicable jurisdiction controls the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content to countries or persons prohibited under the applicable export control laws or regulations. If you access and download the Content or Information, you represent that you are not in a country where such export is prohibited or you are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content.

13. Jurisdiction

To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the mwLink Dashboard, Information and Content shall be governed by the laws of the **State of California** and you expressly waive any objection that you have now or hereafter to the selection of the venue or to the jurisdiction of any such proceeding. You agree that any claim or cause of action arising out of or related to your use of the mwLink Dashboard, Information and Content must be filed within one (1) year after such claim or cause of action arose. Any dispute shall be resolved through good-faith negotiation and if unresolved it shall be submitted to binding arbitration in Sacramento County, California.

14. Governing Law and Language

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the United States of America. To the fullest extent permitted by law, the controlling language for these Terms of Use is English.

15. General

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

16. *Written Document*

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

17. *Complete Agreement*

Except as expressly provided in a separate license, service or other written agreement between you and mwConnect, these terms of use constitute the entire agreement between you and mwConnect with respect to the use of the mwLink Dashboard, Information and Content contained therein, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

18. *How to Contact Us*

If you have any questions or comments about this Terms of Use, please contact us by e-mail using the Contact Us email link in the mwLink Dashboard or you can write to us at:

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