

1. Except as otherwise set forth in the written Agreement, final payment in full of all remaining balances owing is due upon substantial completion of the installation. Failure to make payment in accordance herewith shall be a material breach. Customer authorizes TTM Communications, Inc. to apply any owed or overdue balances to customer's credit card.
2. **EXCEPT AS SET FORTH HEREIN, PROVIDER DISCLAIMS ALL EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, WHETHER DERIVED FROM STATUTES, CASE LAW, COMMON LAW, OR OTHERWISE. PROVIDER AND CUSTOMER HEREBY AGREE THAT PROVIDER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE AND WARRANTIES OF MERCHANTABILITY. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED;** provided, however, that the following **CONDITIONAL AND LIMITED WARRANTY**, ("Warranty") and no other, is extended: Seller Warrants, for a period of one year from date of installation, that all materials, equipment, supplies, parts and other products ("Products") shipped by Seller under this Agreement are in good working order and free from material defects. This Warranty shall not extend to product manufacturer design defects, engineering, labor, cordless devices, IP devices and performance and/or software. Seller shall repair or replace defective Products during such one year period without additional charge to Buyer. Buyer will allow reasonable shipping and ordering time. All Warranty items will be shipped via "regular ground delivery" unless specifically stated in writing. Unless otherwise expressly provided herein, Seller shall have no obligation to provide any labor or technical support or other services with respect to any Products. This Warranty is not transferable and shall extend to the original purchaser only, irrespective of any other person or entity being listed as party to receive shipment of any Products hereunder. This Warranty is further conditioned upon purchaser timely performing all terms and conditions of this Agreement, including but not limited to timely payment of all invoices and late charges. **THIS CONDITIONAL AND LIMITED WARRANTY SHALL BE NULL AND VOID IF 1) BUYER FAILS TO TIMELY PERFORM ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO TIMELY PAYMENT OF ALL INVOICES AND LATE CHARGES; 2) BUYER OR OTHER PERSONS OR ENTITIES MISUSE THE PRODUCT/INSTALLATION; OR 3) BUYER OR ANY VENDOR OTHER THAN TTM COMMUNICATIONS, INC. PERFORMS ANY MODIFICATIONS, SUBSTITUTIONS, PROGRAMING, RELOCATIONS, REPAIRS, OR SERVICE TO OR UPON THE PRODUCTS/INSTALLATION OR SOFTWARE, WITHOUT THE WRITTEN PERMISSION OF TTM COMMUNICATIONS, INC., WHICH PERMISSION MAY BE DECLINED AT THE SOLE DISCRETION OF TTM COMMUNICATIONS, INC.** Any and all other warranty questions or claims shall be addressed directly to the Product manufacturer and shall not be the responsibility of Provider.
3. As conditioned herein, Provider's liability shall be limited to repair or replacement of defectively installed Products as provided in the Limited Warranty in paragraph 2 above. Provider shall be liable for tangible, non-economic, loss or damage only to the extent same is solely caused by him; provided further that under no circumstances shall Provider incur any liability for economic loss or damage, including but not limited to loss of profits, loss of business, down time, labor costs, consequential damage, and/or damage to reputation or good will. Without limiting the generality and inclusiveness of the foregoing, it is understood and agreed that Provider under no circumstances shall be liable in any sum or sums for loss or damage of any kind or nature, whether economic or non-economic, caused by unforeseeable circumstances, matters not within the control of provider, acts of God, acts or omissions of others (including customer), price increases, unavailability of materials or equipment, fluctuations of electrical power, interruptions or inadequacy of telephone service caused by others, customer's misuse of the product, unavailability of telephone service; heat, smoke, or fire damage; non-compliance with codes or mandates of any public entity, or failure of customer to adequately prepare or make accessible the installation site. It is further agreed that in the event that an arbitrator, tribunal, or court of competent jurisdiction imposes liability upon Provider for any reasons what so ever, said liability shall be limited to 50% of the contract price.
4. All change orders, extra work orders, and/or modifications shall be in writing signed by provider and customer.

5. For purposes of interpretation, this agreement shall be regarded as having been jointly drafted by the parties.
6. The statute of limitations for any liability or legal action arising out of or in any way connected with this agreement or the performance thereof shall be one year from the date of the acts or omissions giving rise to said liability. This clause shall not operate to extend the period of any Warranty given hereunder.
7. In the event that legal action arises out of the interpretation or performance of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
8. Customer shall obtain all necessary permissions from the landlord and/or other persons or entities who have control of, or authority over, the installation site.
9. Customer agrees that provider shall have a security interest and equitable lien in and on all materials or equipment furnished by provider; and, further, customer shall, upon request of provider, execute a UCC-1 financial statement, or equivalent form, pertaining to said materials or equipment. In this regard, customer hereby designates provider as customer's agent for the purpose of executing any such UCC -1 financial statement on customer's behalf.
10. Venue for any legal action arising out of this agreement or the performance thereof shall be the County of Santa Clara, California.
11. This agreement shall be governed in accordance with California law.
12. Sales tax is not included in any estimate provided by TTM Communications, Inc..
13. Customer is solely responsible for providing Pacific Bell Telephone lines to the business site.
14. Customer is solely responsible for providing any telephone line services from any phone company or service provider. If customer requests TTM Communications, Inc. to obtain telephone lines to the site, reasonable efforts and diligence will be used to obtain them in a timely fashion. Customer understands and agrees, however, that TTM Communications, Inc. has no liability for, nor will pay for any costs, losses, or damages incurred by virtue of, any delays, difficulties, or problems incurred in obtaining said telephone lines.
15. Any cabling or building wiring is not included in this estimate unless specifically stated in writing.
16. All prices stated within this estimate are valid for 30 days from the date of the estimate.
17. Any money paid by the customer for materials that have not been delivered to the customer and accepted by the customer will be refunded to the customer, less a 30% re-stocking fee.
18. This written Agreement, together with any written modifications or additions thereto which reference it, contain the entire agreement of the parties. No representations or promises have been made by TTM Communications, Inc. other than as set forth in writing herein, and no oral representations by TTM Communications, Inc. or representative thereof shall be binding upon TTM Communications, Inc.
19. TTM Communications, Inc. will not be responsible for RFP Specifications provided by customer or customer's consultant. Scope of work will be limited solely to the estimate or proposal provided by TTM Communications, Inc.
20. TTM Communications, Inc. is and will not be responsible for any toll charges whether long distance or local access. Under no circumstances will TTM Communications, Inc. be liable for charges resulting from unauthorized use of local and long distance access lines.
21. Digital acceptance and response via email by customer stating "I accept or Yes" to a request by a TTM employee asking for approval that labor and material has been delivered, installed and is working properly per a Service Ticket or Project acknowledges the customer's responsibility to pay fees within Service Ticket or Project charge (TTM Ticket number will be within the email) and they have reviewed Service Ticket or Project with TTM Employee.
22. Client has been notified and understands that if TTM doesn't install or upgrade client's Data Network via contract providing the necessary hardware infrastructure and configuration services necessary to provide a network infrastructure that fully supports Voice Over IP/SIP telephony, it is client's responsibility to provide the appropriate network infrastructure. That hardware infrastructure and configuration services necessary to provide a network infrastructure that fully supports Voice Over IP/SIP telephony. This will aid in eliminating normal Voice Over IP problems of latency, jitter, response time, packet loss, resulting in breakup, echo, and overall poor voice quality.