

**ASIMUT TECHNOLOGY SOLUTION, INC. (“VENDOR”)
End User License and Warranty**

PRODUCT WARRANTY

a. Software Performance.

For a period of thirty (30) days from C1’s and/or End User’s Product Acceptance of the Software (the “Warranty Period”) and during the term of any Maintenance Period, (i) the Software and the media it is contained upon will (A) be free from defects in material and workmanship under normal use and remain in good working order, and (B) function properly and in conformity with the warranties herein and in accordance with this Agreement and the documentation accompanying each Product; and (ii) the documentation accompanying each Product will completely and accurately reflect the operation of the Software. VENDOR’s agreements and obligations hereunder will not be diminished by any changes in the documentation accompanying each Product that reduce or degrade the documented functionality or performance characteristics of the Software as set forth in previous versions of the documentation.

b. Software Updates.

- (1) As part of the annual Maintenance Services, all Software Updates will, at a minimum, be consistent with then-existing and released industry standards.
- (2) No Software Update will materially degrade the functionality, capabilities or features of the Software at the time of release of such Software Update.
- (3) All Software Updates will be backward compatible with the data structures, databases and system architectures employed with previously installed versions of the Software, and Software Update will not require redeployment of any such data structures, databases, or system architectures.

c. No Disabling Procedures.

The Software does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Software, any computers, networks, data or other electronically stored information, or computer programs or systems (collectively, “Disabling Procedures”). Such representation and warranty applies regardless of whether such Disabling Procedures are authorized by C1 or by End User to be included in the Software. Notwithstanding any other limitations in this Agreement, VENDOR agrees to notify C1 and End User immediately upon discovery of any Disabling Procedures that are or may be included in the Software, and, if C1 or End User discovers or reasonably suspects any Disabling Procedures to be present in the Software, VENDOR agrees to take action immediately, at its own expense, to identify and eradicate (or to equip C1 and End User to identify and eradicate) such Disabling Procedures and carry out any recovery necessary to remedy any impact of such Disabling Procedures. VENDOR hereby expressly waives and disclaims any right of self-help or other remedy it may have at law or in equity to de-install, disable or repossess (except as may otherwise be expressly provided in this Agreement) any Software, in the event C1 or End User fails to perform any of its obligations under this Agreement.

c. Repair, Replace, or Refund. All Products sold under the terms and provisions of this Agreement are warranted to operate in accordance with the standard specifications or documentation accompanying each Product. If, during the warranty period, a Product fails to conform to the terms and provisions of the

warranty, End User shall promptly notify C1 and VENDOR in writing of any warranty claim. VENDOR, at its option, will replace or repair the Product without charge. If, after two (2) attempts to repair and/or replace the Product, VENDOR fails to cause the Product to conform to the terms and provisions of the warranty, End User may request a refund of the Price attributable to the Product.

- d. Warranty Exclusions. This warranty does not cover repairs for damages to Products or malfunctions caused by any of the following:
- 1) Misuse or neglect;
 - 2) Failure by End User to follow installation or operation instructions; or
 - 3) Failure to permit remote access.
- e. Additional warranties to End User. VENDOR warrants to End User that
- 1) It has title to the Products, that it has the right to manufacture the Products, and that it has the right to sell the Products; and
 - 2) The Products do not infringe upon any intellectual property right of any third party.

SOFTWARE LICENSE

- (a) License Grant. Subject to End User's payment of the license fees for the pertinent Software, VENDOR hereby grants to C1 and to End User, a non-assignable, non-exclusive, non-transferable license (the "License") to access and use (including without limitation via remote access) the Software and the documentation on behalf of itself. VENDOR permits any third party service providers to use of the Software, in accordance with the terms and conditions of the License, in connection with any outsourcing, facilities management, programming, processing or support services provided to C1 or to End User by any such third party. This License does not include the right of C1 or End User, to copy, modify or make enhancements to the Software. VENDOR owns all right, title and interest in the Software, including without limitation all intellectual property rights.
- (b) Transfer Right. C1 and End User may transfer the Software at no additional cost from the operating system, computers, network servers or networks, and any other equipment where it is installed to any other operating system computers, network servers or networks of End user in accordance with the terms and conditions of the License grant.
- (c) Copies. End User may not make additional copies of the Software for their non-production use. End User agrees that, when making copies of the documentation accompanying each Product in accordance with this License, End User shall not obscure or delete any copyright, trademark and other proprietary notices included therein by VENDOR.