

Co-nexus, Inc. Warranty Obligations

April 7, 2008



Co-nexus, Inc. Warranty.

Co-nexus, Inc. warrants to the End User that during the applicable warranty period, the Co-nexus provided “Products and Services” (including Co-nexus provided servers, voice boards and CXM Recording and Quality Monitoring software) will conform to and operate in accordance with the applicable “Documentation” in all material respects. The term “Documentation” means Co-nexus, Inc.’s information manuals in printed or electronic form containing operating instructions and performance specifications that Co-nexus, Inc. or its suppliers generally makes available to users of its products and Co-nexus, Inc. delivers to End User with the Products. Documentation includes statements of work delivered by Co-nexus, Inc. to End User with respect to services.

If a Product or Services do not conform within the warranty above, End User shall notify Reseller or Co-nexus, Inc. in writing within the applicable warranty period describing in reasonable detail how the Product failed to be in conformance. Co-nexus, Inc. at its option will (i) repair or replace the nonconforming Product, or (ii) refund to the authorized Co-nexus, Inc. distributor (“Distributor”) the purchase price and/or license fee paid to Co-nexus, Inc. by Distributor upon the return of the nonconforming Product to Co-nexus, Inc. Under no event will Co-nexus, Inc. be obligated to refund any amounts in excess of the purchase price and/or license fee paid to Co-nexus, Inc. for the nonconforming Product. If Co-nexus, Inc. elects to replace the nonconforming Product, End User shall return the nonconforming Product to Reseller (rather than directly to Co-nexus, Inc.) so as to permit Reseller to follow Co-nexus, Inc.’s standard product return procedures. Replacement Products may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Co-nexus, Inc. will become Co-nexus, Inc.’s property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period.

Term – One Year from the date of actual delivery of the system.

Coverage – Co-nexus, Inc. warrants that the CXM hardware and software is free from defects in material and workmanship and is manufactured and installed in accordance with the system specifications. Warranty includes onsite and remote labor, technical support and free software updates to the CXM modules purchased by the End User.

Service Level Agreement - During the Warranty Period, Co-nexus will use its best efforts to (i) respond to warranty claims of a routine nature within thirty-six (36) hours’ notice that service is necessary, (ii) respond to a Major Interruption of Service warranty claims (defined as the total failure of the System or its central processor, or 25% of the recording ports being out of service) within three (3) hours after receipt of notice of such emergency claim. Warranty work will be performed Monday – Friday, 8AM to 5 PM excluding holidays. After hours support is available for an additional charge.

Exclusions - Co-nexus, Inc. shall not be responsible for claims of End User related to or arising out of faulty End User equipment, unauthorized usage or incompatible environmental conditions.

Co-nexus, Inc. makes no warranties that the CXM Licensed Software will record and preserve every call in its entirety.

System Access - In order for Co-nexus, Inc. to fulfill its support obligations herein End User must provide Co-nexus, Inc. with high-speed Internet access to the CXM server(s). The Co-nexus, Inc. preferred remote access method is based upon GoToMyPC technology that is an outbound remote access web-based technology that requires that the CXM server have continuous Internet access.