

MUTARE, INC.
PRODUCT WARRANTY

All capitalized terms not defined in this document shall have the meaning ascribed to them in the C1 Sales Agreement.

Definition:

OctelDesigner Applications. Mutare is an authorized designer and developer of software applications that will run with OctelAccess Software on Octel's combined hardware and software systems.

Warranty. Subject to the terms and conditions of this Agreement, Mutare warrants to C1 that the OctelDesigner Applications shall substantially conform to their written specifications for a period of ninety (90) days after the earlier of the Acceptance Date or the Cut Over Date (the "Warranty Period"). During the Warranty Period, Mutare shall provide minor corrections, changes, and troubleshooting to C1 (or, on C1's request, directly to its end user) as needed. C1 SHALL NOT MAKE OR PROVIDE ANY WARRANTIES WITH RESPECT TO THE OCTELDESIGNER APPLICATIONS THAT DIFFER FROM THE WARRANTY PROVIDED BY MUTARE HEREIN (A "NON-CONFORMING WARRANTY"). TO THE EXTENT C1 DOES MAKE OR PROVIDE A NON-CONFORMING WARRANTY, C1 SHALL DEFEND, INDEMNIFY, AND HOLD MUTARE HARMLESS FROM AND AGAINST ANY CLAIMS.

Remedies. The sole and exclusive remedy of C1 for Mutare's breach of the foregoing warranty, except as additionally provided below, shall be to obtain the replacement or repair of OctelDesigner Applications that do not substantially conform to their written specifications. Mutare agrees to render assistance, at its sole expense, to C1, with respect to delivery and installation of replacement OctelDesigner Applications found to be defective, and redesign or reprogramming of the same to the extent necessary to cure such defects. The warranty provided herein shall be subject to C1's satisfaction of the following conditions: (1) the particulars concerning the failure of the OctelDesigner Applications alleged or found to be defective shall be furnished to Mutare in writing within one week of discovery by C1 of such defect; and (2) the defects so particularized shall be subject to Mutare's verification.

Warranty Exclusion. Excluded from Mutare's warranty are defects discovered in any OctelDesigner Application that has been modified, altered, or enhanced without Mutare's prior consent.

Post-Warranty Support. Mutare agrees to offer post-warranty support to C1's end users in the form of bug fixes and corrections; troubleshooting to isolate components that cause reported nonconformities; upgrades to conform OctelDesigner Applications to upgrades in corresponding software; reloading OctelDesigner Applications upon disk or

other hardware failures (the end user remains responsible for backing up applications other than OctelDesigner Applications); and escalation and administration of system failures to the appropriate organization or entity to correct those failures. If C1 or its end user elects such support, Mutare may designate software and other components which the end user will separately need to procure to obtain such support. Pricing and invoicing for such support shall be determined upon Mutare's receipt of a request for end user support from the C1.

Disclaimer. THE WARRANTIES STATED IN THIS SECTION ARE C1'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE OCTELDESIGNER APPLICATIONS, AND MUTARE HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusion of Consequential Damages. IN NO EVENT SHALL MUTARE BE LIABLE TO C1 OR TO ANY OF C1'S END-USERS FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

IN THE EVENT THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, MUTARE IS FOUND LIABLE FOR DAMAGES BASED ON ANY DEFECT OR NONCONFORMITY IN THE OCTELDESIGNER APPLICATION, MUTARE'S TOTAL LIABILITY FOR EACH DEFECTIVE APPLICATION SHALL NOT EXCEED THE PRICE OF SUCH DEFECTIVE APPLICATION AS SPECIFIED IN THE SPECIFIC ORDER THAT GIVES RISE TO SUCH LIABILITY.