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NICE warrants that the Products (including each Licensed Program incorporated therein) will be free from defects in material and workmanship under conditions of normal use for a period of ninety (90) days from the date of delivery (the "Warranty Period"). Should a Product or part fail to be free from defects in materials or workmanship or fail to operate substantially in accordance with applicable functional specifications at any time during the Warranty Period, NICE will repair or replace the Product at no charge. All replaced parts will become the property of NICE.

This warranty does not include damage to the Product(s) resulting from a cause other than part defect or malfunction, including, without limitation, (i) modification without NICE's written authorization, (ii) usage in contravention of Product documentation, (iii) unusual electrical or physical stress, misuse, improper storage, testing or connection by any party other than NICE, or (iv) improper storage, installation, testing, operation or maintenance unless performed in accordance with NICE's instructions, or neglect, accident, fire, lightning, power or air conditioning failure or other hazard, unreasonable use, or servicing or modification of the Product(s) by anyone other than NICE or an organization certified by NICE.

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