

PRESENCE TECHNOLOGY LLC (“Company” or “VENDOR”)

PRODUCT WARRANTY

Subject to the limitations in this document, Company warrants to C1 only that

- (i) The Products and the medium upon which the Products are supplied shall be free from material manufacturing and recording defects; and
- (ii) Each Product delivered to C1 will provide the functions and facilities described expressly in the then-current user documentation and will operate in accordance with the specifications stated in such user documentation.

The limited warranties by Company in this document shall remain in effect for a period of ninety (90) days from the date that Company provides the Products to C1 with respect to each individual Order.

If, during the warranty period, a Product fails to conform to the terms and provisions of the warranty, C1 shall promptly notify VENDOR in writing of any warranty claim. VENDOR, at its option, will replace or repair the Product without charge. If, after three (3) attempts to repair and/or replace the Product, VENDOR fails to cause the Product to conform to the terms and provisions of the warranty, C1 may request a refund of the Price attributable to the Product. Such refund shall be paid to C1 within thirty (30) days after VENDOR receives the refund request from C1.

Company does not warrant that the operation of any Product will be uninterrupted or error-free. Company will not be responsible for any problem attributable to any accident, misuse, modification or combination with other software or equipment by any person other than Company.

DISCLAIMER OF WARRANTIES. COMPANY PROVIDES NO WARRANTIES OTHER THAN THOSE STATED EXPRESSLY IN THIS DOCUMENT. ANY AND ALL IMPLIED WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED OR RECOGNIZED—INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE—ARE HEREBY EXPRESSLY DISCLAIMED AND SHALL NOT BE MADE BY COMPANY TO C1 OR END USER.