

SYNERGEM TECHNOLOGIES, INC.
PRODUCT WARRANTY

- a. Pass-Through Warranties. With respect to all third-party software or hardware integrated into the Products and Services provided by VENDOR to C1 under this Agreement, VENDOR shall pass through to C1 and End Users the rights VENDOR obtains from the vendors of such hardware and software (including warranty and indemnification rights), all to the extent that such rights may be reasonably obtained from the corresponding third party. In the event of a third-party software or hardware nonconformance under such pass through warranties, VENDOR will coordinate with and be the point of contact for resolution of the problem through the applicable vendor and, upon becoming aware of a problem, will notify such vendor and use commercially reasonable efforts to cause such vendor to promptly repair or replace the nonconforming item in accordance with such vendor's corresponding warranty. Without diminishing its other obligations under the Agreement, if any warranties or indemnities may not be passed through, VENDOR shall, upon the request of C1, take commercially reasonable action to enforce (not to include any obligation to initiate litigation or formal dispute resolution) any applicable warranty or indemnity that is (i) reasonably relevant and applicable to the nonconforming hardware or software and (ii) enforceable by VENDOR in its own name.
- b. 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, C1 shall promptly notify VENDOR in writing of any warranty claim. VENDOR, at its option, will replace or repair or cause to be replaced or repaired 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, C1 may request a refund of the Price attributable to the Products and Services. Such refund shall be paid to C1 within thirty (30) days after VENDOR receives the refund request from C1.
- c. 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.

SOFTWARE LICENSE

Subject to End User's payment of the license fees for the pertinent Software, End User will have an irrevocable, non-exclusive, non-sublicensable, fully-paid, world-wide license to use the Software. This license also extends to third parties/agents that use the Software on behalf of End User (e.g., a third party administrator).