

**PERFORMANCE TECHNOLOGY PARTNERS, LLC (“VENDOR”)**

**PRODUCT WARRANTY**

- a. THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK.
- b. Software. VENDOR warrants to End User that the portion of the Products that is software shall conform to its published functional specifications for a period of ninety (90) days from the date of acceptance of the Product by End User, provided that the software is used in a manner consistent with any applicable VENDOR hardware and software configuration specifications. During the warranty period, VENDOR shall promptly correct errors that reflect deviations from the published specifications as are requested by End User.
- c. 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, End User shall promptly notify C1 and VENDOR in writing of any warranty claim. VENDOR, at its option, will replace or repair 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, End User may request a refund of the Price attributable to the Product.
- d. 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.
- e. Additional warranties to End User. VENDOR warrants to End User that
  - 1) It has title to the Products, that it has the right to manufacture the Products, and that it has the right to sell the Products; and
  - 2) The Products do not infringe upon any intellectual property right of any third party.
- f. Harmful Code. The Products shall be free from harmful code (such as spyware, malware, viruses, time bombs, and Trojan horses) and material programming errors that prevent the Products from operating in substantial conformity with the documentation therefor.

## **SOFTWARE LICENSE**

Subject to End User's payment of the license fees for the pertinent Software, End User shall 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).