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    b. The Services will be performed in a workmanlike manner.

11. **Warranty Exclusions.** Uptivity will not be liable under its limited warranty for, or obligated to correct as part of Support Services, any nonconformity with the limited warranty resulting from:
    a. the mishandling, abuse, misuse, tampering, improper storage, accident, negligence, theft, vandalism, fire, flood, water, wind, damage to equipment or telephone lines due to pests or domestic animals or theft or loss, acts of God, acts of terror or vandalism, or other causes beyond the control of Uptivity;
    b. conditions outside of specifications, including but not limited to wiring, voice and data network architecture, electrical power, temperature, humidity or dust;
       i. the temperature, humidity, and electrical power specifications for Hardware and Software are as follows: The Uptivity Hardware and Software must be maintained at a temperature between 55 – 75 degrees Fahrenheit (with 70 degrees being preferred). Relative humidity should be maintained
at 20 – 80 percent (non-condensing). The System must be powered with conditioned electricity. Uptivity will not be held responsible for any damage resulting from deviations from these parameters.

c. failure of End-User telecommunications equipment and/or software
d. any cause other than normal use;
e. installation or alteration by someone other than Uptivity, its employees or agents;
f. use contrary to the instructions of Uptivity
g. use of the Software or Hardware with computer systems, communications devices and/or ACD/PBX platforms other than those in use at the time of installation, or alterations to any such system or its configuration other than as recommended by Uptivity.
h. Repairs necessitated by any of the above excluded causes shall be made by Uptivity if so requested by End-User and End-User agrees to pay Uptivity for such repairs at Uptivity’s then-current rates.

12. **Exclusive Remedy.** The exclusive remedy of End-User, and the sole liability of Uptivity, is that during the Warranty Period:

   a. Uptivity shall use commercially reasonable efforts to remedy any nonconformity with the warranty; and
   b. Uptivity shall re-perform any Services that do not conform with the warranty

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