

WARRANTIES, REPRESENTATIONS AND COVENANTS

1. Software and Services Warranty. Following acceptance of the Software and Services, Systemates represents and warrants that the Software and Services provided to CUSTOMER under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation in accordance with the terms outlined in Schedule A.
2. Disabling Code Warranty. Systemates represents, warrants and agrees that the Software and Services do not contain and CUSTOMER will not receive from Systemates any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any CUSTOMER system or Data (a "Disabling Code").

In the event a Disabling Code is identified, Systemates shall take all steps necessary, at no additional cost to CUSTOMER, to: (a) restore and/or reconstruct any and all Data lost by CUSTOMER as a result of Disabling Code; (b) furnish to CUSTOMER a corrected version of the Software and Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Software and Services at no additional cost to CUSTOMER. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

3. Intellectual Property Warranty. Systemates represents, warrants and agrees that: Systemates has all Intellectual Property Rights necessary to provide the Documentation, Software and Services to CUSTOMER in accordance with the terms of this Agreement; Systemates is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Documentation, Software and Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Software and Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Systemates by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
4. Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Systemates represents and warrants that it has the unrestricted right to provide the Software and Services, and that it has the financial viability to fulfill its obligations under this Agreement. Systemates represents, warrants and agrees that the Software and Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Systemates represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Software and Services. This warranty shall survive the expiration or termination of this Agreement.
5. Compliance With Laws Warranty. Systemates represents and warrants to CUSTOMER that it will comply with all applicable Federal, state, or local laws, including its tax, data and privacy responsibilities, pertaining to the Agreement and its provision of the Software and Services to CUSTOMER.
6. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE AND SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

RETURNS POLICY

1. In case of extraordinary circumstance, CUSTOMER may terminate the contract with 60 day advance written notice within first 120 days. Systemates will refund any prepaid amount for unused annual services. No refunds for server setup, implementation, training, or any professional services already performed.
2. CUSTOMER may terminate this Agreement immediately upon any Systemates breach of the terms of this Agreement that is not cured within thirty (30) days after Systemates is notified of the breach. In the event of a breach of this Agreement by Systemates that is not cured within thirty (30) days of receiving notice thereof, CUSTOMER shall be entitled to discontinue any Software and Services; and/or terminate the Agreement as provided herein. No refunds will be provided for the pre-paid services.