



FlexSoftware Inc (FlexSoftware), or its subsidiary designated on an Order Form (FlexSoftware Inc.) provides software Products according to these Software License Terms ("Terms"). By executing an Order Form dated on or after the date of these Terms, Customer agrees, for itself and its majority owned subsidiaries, these Terms apply to the first Order Form Customer executes (together, the "Agreement") and each Order Form thereafter, Customer's rights and obligations, and Products. Each Order Form is a separate contract incorporating these Terms and are the entire terms governing Customer's purchase of Products. The parties agree that they may do business electronically, including contract formation, order placement and acceptance. An order Customer places and FlexSoftware accepts on any FlexSoftware website will create fully enforceable obligations subject to these Terms.

A. GENERAL TERMS

1. INTELLECTUAL PROPERTY OWNERSHIP

FlexSoftware, its affiliates or licensors own and retain all right, title and interest in all Intellectual Property in Products, Services, Deliverables, Documentation, (except as otherwise specified herein), developments, research data, designs, layout, methodologies, processes and procedures, models, formulae, documents, drawings, plans, specifications and other FlexSoftware information, proprietary materials and all derivative works. To the extent that any right, title or interest in or to any FlexSoftware's Intellectual Property may not automatically vest in FlexSoftware by operation of law, Customer irrevocably transfers, assigns and conveys all right, title, and interest therein to FlexSoftware. At FlexSoftware's request and expense Customer will promptly take any action and execute any documents necessary to vest full title in FlexSoftware or its licensor.

2. CONFIDENTIALITY

(a) Confidential Information. Whether or not disclosed orally or marked as confidential, Confidential Information includes the Agreement; Order Forms, Products, Deliverables, and Services; either party's non-public data or personally identifiable information regarding employees or customer(s) residing on the party's computer systems; Intellectual Property, and FlexSoftware's proposals, specifications, manuals, product roadmaps, financial data, pricing, and results of benchmark tests. Confidential Information does not include information that is (i) publicly available without breach of the Agreement; (ii) reasonably shown to Disclosing Party's satisfaction to have been known by Receiving Party prior to disclosure or independently developed by Receiving Party subsequent to disclosure without breach of these Terms; or (iii) obtained by Receiving Party from a third party without confidentiality obligation. Products are not deemed to be placed in the public domain by FlexSoftware. Receiving Party will promptly notify Disclosing Party if it is compelled by a court or legal process to disclose Confidential Information and will take any reasonable action requested by Disclosing Party to maintain the confidentiality of the Confidential Information.

(b) Non-disclosure. Customer will use best efforts to prevent disclosure to FlexSoftware of any personally identifiable information (PII) regarding Customer's employees or customer(s). Customer is solely responsible for complying with any requirements regarding PII disclosed to FlexSoftware, other than FlexSoftware's confidentiality obligations hereunder. Receiving Party will use Disclosing Party's Confidential Information solely to perform its obligations under the Agreement. Receiving Party will take commercially reasonable steps to safeguard Disclosing Party's Confidential Information, including no less than the steps taken to protect its own Confidential Information. Receiving Party must not disclose Disclosing Party's Confidential Information except to its employees bound by written confidentiality obligations, or Affiliates under a duty of confidentiality, no less restrictive than these Terms. Receiving Party must promptly notify Disclosing Party in writing of unauthorized use or disclosure of Confidential Information. Receiving Party, at its expense, must take all reasonable action to recover Confidential Information and prevent further unauthorized use or disclosure, including action for seizure and injunctive relief. If Receiving Party fails to do so in a timely manner, Disclosing Party may take reasonable action to do so at Receiving Party's expense, and Receiving Party must reasonably cooperate.

3. INTELLECTUAL PROPERTY INDEMNIFICATION

(a) By FlexSoftware.

(i) FlexSoftware will defend, at its expense, a third party legal action, suit or proceeding against Customer ("Claim") to the extent that a Product, or a Deliverable that is a Product proprietary derivative work, as delivered by FlexSoftware to Customer ("Indemnified Product") directly infringes a valid U.S. patent or copyright. FlexSoftware will indemnify Customer for any judgment finally awarded against Customer or settlement agreed by FlexSoftware for such Claim to the extent of the Indemnified Product's infringement, provided (1) Customer notifies FlexSoftware promptly in writing of the Claim, (2) FlexSoftware has sole control over the defense or settlement, and (3) Customer fully cooperates with FlexSoftware, providing all documents and information in Customer's possession relevant to the Claim, and Customer makes personnel available to testify or consult with FlexSoftware.

(ii) If an Indemnified Product becomes, or in FlexSoftware's opinion is likely to become subject to a Claim, FlexSoftware may, at its option and expense, (1) acquire the right for Customer to continue using the Indemnified Product, (2) replace or modify the Indemnified Product or create a workaround so that the Indemnified Product is functionally equivalent and non-infringing, or (3) terminate the License for the Indemnified Product and give Customer a credit for the Product Fee paid by Customer for the infringing part of the Indemnified Product, less a reasonable allowance for the time Customer used the Indemnified Product.

(iii) FlexSoftware is not obligated or liable for a Claim due to: (1) use of an Indemnified Product not according to the Agreement and Documentation, (2) modification of an Indemnified Product made by anyone other than FlexSoftware, or modification made by FlexSoftware for non-standard features or functionality for Customer or according to Customer's directions, (3) any products, equipment, software, or data not supplied by FlexSoftware, (4) use of an Indemnified Product combined with any other products, equipment, software, or data not supplied by FlexSoftware if infringement would not occur without the combination, (5) a release of Indemnified Product other than the most current release available or Customer's failure to install a revision, update or release that would have eliminated the infringement, (6) Customer's designs, instructions, plans or specifications, or (7) use of an Indemnified Product combined with a Customer or third party use, process or method if infringement would not occur without the combination.

(b) By Customer.

(i) Customer will defend, at its expense, a third party claim against FlexSoftware (1) that any product, information, data or material provided by Customer infringes another party's intellectual property rights, other than a Claim for which FlexSoftware is responsible according to Section A3(a) above, or (2) arising from Customer's or its Affiliates' failure to comply with the License or Confidentiality terms of the Agreement.

(ii) Customer will indemnify FlexSoftware for any damages, or amounts agreed as settlement, for the claim, provided (1) FlexSoftware notifies Customer promptly in writing of the claim, (2) Customer has sole control over the defense or settlement, and (3) FlexSoftware cooperates with Customer, providing all documents and information in FlexSoftware's possession relevant to the claim, and FlexSoftware makes personnel available to testify or consult with Customer as reasonably needed.

(c) Assumption of Defense. If a party fails to defend or settle a claim according to this Section A3 in a timely manner, the other party may

assume defense of the claim at the indemnifying party's expense, and the indemnifying party will reasonably cooperate. Neither party may make an admission of fault on behalf of the other party, or agree to the settlement of a claim binding the other party that does not contain a full release of liability for the other party, without written consent. **(d) Limitation.** THIS SECTION A3 DESCRIBES EACH PARTY'S SOLE LIABILITY AND THE OTHER PARTY'S SOLE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION.

4. LIMITATION OF LIABILITY

(a) FlexSoftware, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR (i) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, (ii) ANY INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, GOODWILL, TOLL FRAUD, OR LOSS OF DATA, PROFITS, OR REVENUE, OR FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

(b) EXCEPT FOR A CLAIM FOR INFRINGEMENT UNDER SECTION A3, DEATH OR BODILY INJURY CLAIMS, TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, OR FRAUD, FlexSoftware, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE AMOUNT CUSTOMER PAID IN THE PRECEDING 12 MONTHS FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM.

(c) THE LIMITATIONS IN THIS SECTION A4 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE, THE USE OR PERFORMANCE OF A PRODUCT OR SERVICE, OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORESEEABLE. FlexSoftware WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 12 MONTHS AFTER CUSTOMER BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM. FlexSoftware'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER.

5. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any controversy or claim promptly through business discussions and will, upon written request, escalate a dispute to executive management for resolution. If the parties fail to resolve the dispute within 30 days of written request, or any longer period agreed in writing, the parties may pursue the remedies to which they are entitled. This clause will not restrict either party's right to seek injunctive relief.

6. INJUNCTIVE RELIEF

Customer's failure to comply with the License or Confidentiality terms of the Agreement would result in irreparable harm to FlexSoftware that may be intangible but real and is incapable of complete remedy by award of damages. Customer agrees (a) FlexSoftware has the right to an injunction or other court order and may proceed directly to court to specifically enforce Customer's obligations, (b) no finding of irreparable harm or other condition to injunctive relief is required, (c) an order may be entered to compel Customer to act or refrain from acting or threatened action, and (d) if an injunction is granted, Customer will pay FlexSoftware's reasonable expenses and attorney fees, in addition to any other relief granted. FlexSoftware shall have the right to pursue all remedies at law and in equity for such a breach.

7. U.S. GOVERNMENT USERS

Products, Documentation, Deliverables, and Services include "Commercial Computer Software" and "Commercial Computer Software Documentation." In accordance with Section 12.212 of the Federal Acquisition Regulations (FAR) and Sections 227.7202-1 through 227.7202-4 of the Defense Federal Acquisition Regulation Supplement (DFARS), any use, duplication or disclosure of FlexSoftware Products, Documentation, Deliverables, and Services by the U.S. Government or

any of its agencies will be governed by and subject to all of the terms, conditions, restrictions, and limitations of the Agreement. Use of Products, Documentation, Deliverables, and Services is agreement by the U.S. Government that Products, Documentation, Deliverables, and Services include "commercial computer software" and "commercial computer software documentation" and is acceptance of the rights and restrictions in the Agreement. If for any reason a Product, Documentation, Deliverables, or Service is not considered commercial or the Agreement terms are otherwise deemed not to apply, the Product, Documentation, Deliverables, or Service will be deemed to be provided with "Restricted Rights" as defined in FAR 52.227-14(a) and FAR 52.227-14(g)(4) (Alt III), or DFARS 252.227-7014(a)(15) and DFARS 252.227-7014(b)(3), as applicable.

8. MISCELLANEOUS

(a) Agreement. The Agreement supersedes all other oral or written terms, proposals or representations regarding the subject matter of the Order Form. Any terms in an Order Form that are inconsistent with these Terms will control for that Order Form only, and the General Terms may only be modified by a written amendment signed by both parties. Inconsistent terms of Customer's purchase order are excluded regardless of FlexSoftware accepting the purchase order for payment purposes. If any Agreement term is illegal, invalid, or unenforceable, the other terms remain in full force and effect and any term that is intended to survive the Agreement termination will survive.

(b) Assignment. Customer may not assign the Agreement, an Order Form, or any of its obligations, rights or remedies, in whole or in part, without FlexSoftware's prior written approval in its sole discretion.

(c) Force Majeure. Neither party is liable for delay or failing to perform its obligations due to a cause beyond its reasonable control and without fault or negligence, except Customer's failure to perform its payment obligations.

(d) Governing Law. Texas laws govern the Agreement, the parties' performance, rights and obligations, excluding conflict of law principles that would apply the law of any other jurisdiction. Each party waives the right to jury trial for a claim in law or equity. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, as adopted, do not apply.

(e) Compliance with Laws; Export. Customer will comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. Customer agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of the Products, Deliverables or Services to or in a country other than the country in which the Product, Deliverables or Services were first provided to Customer, or to, by, or for a different end user or end use may require a U.S. or other government license or other authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Products, Deliverables or Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify FlexSoftware for any violation by Customer of any applicable export controls and/or economic sanctions laws and regulations. FlexSoftware may terminate the Agreement and Licenses immediately if FlexSoftware determines, in its sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this clause.

(f) Language. The parties agree that the Agreement and all related documents are in English.

(g) No Agency. Each party is an independent contractor and may not commit the other party without written authorization. The Agreement does not create an employment, joint venture, partner, or agency relationship.

(h) Non-Solicitation. For the Agreement term and 1 year after the termination date, without FlexSoftware's written consent, Customer will not, directly or indirectly, hire or solicit any FlexSoftware employee, former employee, or contractor (except as a result of a generally advertised recruiting solicitation), or attempt to or interfere with FlexSoftware's business.

(i) Notice. Notice or approval must be in writing signed by a party's authorized representative, sent to the address on the Order Form or otherwise specified in writing by a party. Notice must be sent by mail or overnight courier with return receipt, and is effective 1 business day after being sent by overnight courier or 3 business days after being sent by mail.

(j) Publicity. FlexSoftware may use Customer's name in press releases, product brochures, and other marketing materials to indicate they are FlexSoftware's customer. FlexSoftware will use Customer's trademarks, service marks, logos or branding, according to Customer's branding guidelines, which Customer will make available to FlexSoftware.

(k) Taxes. Product and Service Fees do not include taxes. Customer will pay all sales, use, property, customs, excise, value added and other taxes ("Tax") imposed upon the purchase, sale, license, or use of Products and/or Services, regardless whether the Tax is included in the invoice FlexSoftware sends to Customer, except taxes on FlexSoftware's net income. Fees payable by Customer will not be reduced by any Tax and Customer will pay invoiced Fees and Tax, or Customer will provide a tax exemption certificate or tax payment receipt prior to FlexSoftware's Delivery of Products or performance of Services, or proof of payment for Tax within 30 days from invoice date.

(l) Payment. Unless specified otherwise by FlexSoftware in writing, Customer's payment is due within 30 days from date of invoice. Late payment is a material breach of Customer's obligation, upon which FlexSoftware may suspend Product Delivery and Service performance. Customer will pay to FlexSoftware all reasonable costs and expenses for collection of overdue amounts, including legal fees. FlexSoftware may review Customer's financial condition, payment and credit history and notify Customer of any additional payment or credit requirements. Customer must notify FlexSoftware in writing of any disputed invoice within 15 days of invoice receipt or its right to dispute the invoice will be deemed waived. Customer will pay Fees as invoiced regardless of any warranty claim.

9. DEFINITIONS

(a) Affiliate means a legal entity that is controlled by Customer through ownership of 51% or more of its outstanding equity that may order Products and Services by executing an Order Form as a customer under these Terms, subject to FlexSoftware's written approval.

(b) Concurrent User means a User authorized to use a Product or Service concurrently with other Concurrent Users, limited by a maximum number of Concurrent Users at any one time.

(c) Confidential Information means any material, data, or information, in any form or media, that is proprietary or confidential to a party and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential.

(d) Customer means the legal entity executing the initial Order Form.

(e) Day means calendar day unless specified as business day.

(f) Deliverable means materials or work product specified as a "deliverable" in an Order Form that FlexSoftware provides or creates with Professional Services, including without limitation software programming, application program interfaces, information, documents, reports,

technical and non-technical data, specifications and other material, including derivative works. Deliverables do not include Products.

(g) Deliver(y) means FlexSoftware has provided, and Customer is deemed to have accepted, a Product through electronic access.

(h) Disclosing Party means a party whose Confidential Information is disclosed to the other party.

(i) Documentation means FlexSoftware's user manuals and training materials provided to Customer electronically or physically.

(j) Enterprise License means a Measured License limited to the use required within a certain business unit or corporate entity specified in the Order Form measured as of the Order Form date.

(k) Fee means FlexSoftware's price for a Product or Service specified in an Order Form.

(l) Intellectual Property means all intellectual property, including without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, registered or not, under statute and/or common law.

(m) License means Customer's non-exclusive, non-transferable right to use the licensed Products, Services, Deliverables or materials for its own internal business operations, within the Territory, according to the Documentation, and subject to the Agreement's restrictions.

(n) Measured License means a License for the time period, number and type of Users, transactions, copies, seats, instructions per second (MIPS) or other quantity or measure specified for each Product listed in an Order Form.

(o) Named User means an individual identified User authorized to use a Product or Service. A new Named User may replace a prior Named User.

(p) Order Form means a quote, SOW, or registration form provided by FlexSoftware to Customer that includes the Products, Services, Fees and a unique FlexSoftware reference number for each Order Form.

(q) Product means FlexSoftware proprietary software products.

(r) Product Warranty means FlexSoftware's limited warranty for Products.

(s) Professional Services means the professional consulting services, standard installation, integration and configuration services, and time and materials services FlexSoftware provides as an independent contractor.

(t) Receiving Party means a party receiving the other party's Confidential Information.

(u) Service(s) means Support Services and/or Professional Services.

(v) Service Warranty means FlexSoftware's limited warranty specified for Support Services or Professional Services.

(w) SOW means a statement of work that documents materials and services for a project that FlexSoftware provides, generally for Professional Services engagements, including a project plan, resources and actions provided by each party and a payment schedule.

(x) Support Period means a time period defined in an Order Form during which FlexSoftware will provide Support Services.

(y) Support Service(s) means FlexSoftware's current standard maintenance and support services, policies and procedures for Products.

(z) Territory means worldwide, unless restricted on the order form.

(aa) User means a Named User or Concurrent User authorized by Customer to use a Product or Service for Customer's internal business purposes.

B. PRODUCT PURCHASE/LICENSE/MAINTENANCE SUPPORT TERMS

1. ORDERS

FlexSoftware will provide an Order Form to Customer that includes the Products, Support Services, Fees, other Services, and FlexSoftware

reference number for each order. Customer will place a binding order, subject to FlexSoftware's acceptance, by sending FlexSoftware a signed Order Form. FlexSoftware accepts Customer orders by the earlier of signing the Order Form, shipping Product, or providing Services.

FlexSoftware may, in its sole discretion, accept Customer's purchase order as an Order Form.

2. LICENSE

(a) Grant. FlexSoftware grants to Customer a Measured License for each Product listed in the Order Form, in object code form, and related Documentation. Customer may make one copy of the Product for non-production backup purposes. Customer's right to use the Product as an Enterprise License or a type of Measured License is specified in the Order Form. Customer's actual use will not decrease (but may increase) the scope of the License granted and the Fees due.

(b) Restrictions. Customer will not:

- (i) Rent, lease, or sublicense a Product, or use a Product as a service bureau or for hosting as an application service provider;
- (ii) Permit any third party to access or use a Product or Documentation, except for Customer's Affiliates using a Product or Documentation for Customer's internal business operations, provided Customer (a) ensures its Affiliates comply with the terms of the Agreement and (b) is liable for their acts and omissions;
- (iii) Transfer or use a Product or Documentation to or in a country other than that to which FlexSoftware first provides it;
- (iv) Use a Product except as specified in the Documentation;
- (v) Translate, modify or make derivative works of a Product or Documentation.
- (vi) Reverse engineer, decompile or disassemble a Product, except as permitted by law after Customer has disclosed its intended activities in writing to FlexSoftware;
- (vii) Exceed the time period for the License, or use a Product in excess of the Measured License or Enterprise License, which Customer purchased;
- (viii) Use a Product in production if provided under a testing, evaluation, development or other non-production License;
- (ix) Alter a Product's copyright or other intellectual property rights notices;
- (x) Infringe or misappropriate FlexSoftware's or its licensors' Intellectual Property.

(c) Verification. Customer will keep accurate records measuring its use of the Products according to its License. FlexSoftware has the right to audit Customer's records and operations to verify Customer's Product use according to the License and the Agreement. Audits will be scheduled at a mutually agreed date and time during Customer's usual business hours. If FlexSoftware determines that Customer's Product use exceeds the License Customer purchased, Customer will immediately pay FlexSoftware the current Fees for the additional Product use, including reasonably estimated arrears for Support Service Fees, and reimburse FlexSoftware's reasonable expenses to perform the audit. THE LIMITATION OF LIABILITY SET FORTH IN SECTION A4 DOES NOT APPLY TO CUSTOMER'S PRODUCT USE EXCEEDING ITS LICENSE OR MISAPPROPRIATION OF A PRODUCT.

(d) Termination. FlexSoftware may terminate a License by written notice (i) immediately, if Customer infringes or misappropriates FlexSoftware's or its licensors' Intellectual Property

or fails to comply with the License Terms; (ii) as specified in the Warranty Terms; and (iii) if Customer materially breaches the Agreement, subject to any specified cure period. Upon termination Customer will immediately return or destroy all Product and, upon FlexSoftware's request, provide written certification of such destruction.

3. SUPPORT SERVICES

(a) Support Services. FlexSoftware will provide Support Services purchased by Customer according to FlexSoftware's current standard policies and procedures as revised from time to time. FlexSoftware's standard Support Services generally include (i) commercially reasonable efforts to resolve problems or bugs in the Product which substantially impair the functionality described in FlexSoftware's published technical

specifications; (ii) revisions and updates for Products containing code fixes, improvements or enhancements to existing functionality as available; (iii) access to online problem reporting, tracking, and self-help tools; and (iv) telephone support for trained Customer personnel during purchased support hours. Support Services do not include onsite support which may be purchased if available.

(b) Support Period; Termination. Support Service is available for a minimum 12 month Support Period, unless a longer period is specified in an Order Form, and the initial Support Period begins on the Product Delivery date. The Support Period will renew automatically for subsequent Support Periods equal to the initial Support Period unless either party provides written notice of termination at least 60 days prior to the end of the current Support Period. FlexSoftware may suspend or terminate Support Service upon written notice if Customer breaches its obligations including timely payment for any Support Period. Upon termination Customer will, at FlexSoftware's direction, return or destroy any FlexSoftware materials, Confidential Information and Documentation, and Customer will immediately pay FlexSoftware all fees due for the remainder of the Support Period and any other fees accrued as of the termination date.

4. PRODUCT DELIVERY

All Products provided to Customer by FlexSoftware are subject to these Terms. Risk of loss for Products passes to Customer upon Delivery. Customer is responsible for customs clearance, documents, and paying any customs duties and import fees.

5. FEES AND PAYMENT

(a) Product Fees. Customer will pay to FlexSoftware the Product Fees according to an Order Form, along with shipping, handling, taxes and any similar fees.

(b) Support Service Fees. Support Service Fees for the initial Support Period are included in the Product Order Form. FlexSoftware will provide an Order Form or invoice for each renewal Support Period at FlexSoftware's current list price, and Customer will pay the Support Service Fees when due, according to the Order Form or invoice. FlexSoftware may not provide renewal Support Services if Customer does not pay the renewal Fees to FlexSoftware prior to the end of the current Support Period. If Customer's Support Services lapse at any time, renewal will be subject to FlexSoftware's reinstatement policies and fees. Payment that is invoiced in arrears for any Support Period is due and payable on invoice date.

6. WARRANTIES

(a) Products. FlexSoftware warrants that Product will perform substantially according to FlexSoftware's current published technical specifications on the Product Delivery date, when used according to the Documentation. Customer must provide a written Product Warranty claim to FlexSoftware within 90 days of the Delivery date. Customer must provide remote or local access to the Product if required by FlexSoftware to perform Product Warranty service. FlexSoftware will repair or replace a Product not conforming to the Product Warranty, or, at its option, refund the part of the Product Fees paid for the Product that does not conform, and the Product License terminates. Upon License termination, Customer will cease using and destroy the Product.

(b) Support Services. FlexSoftware warrants that Support Services will be performed in a commercially reasonable manner consistent with general industry standards that apply to similar services. Customer must provide a written Service Warranty claim to FlexSoftware within 15 days after the date FlexSoftware provided the Service. FlexSoftware, at its option, will re-perform Service not complying with the Service Warranty at no additional charge, or refund the part of the Fee, if paid, for the Service which does not comply with the Service Warranty.

(c) Disclaimer. Product Warranty or Support Service Warranty does not cover problems caused by (i) abuse, misuse, alteration, neglect, accident, unauthorized repair or installation, or acts or omissions of any party other than FlexSoftware; (ii) electrical systems, fire or water damage, Customer's hardware, software, networks, or systems; or (iii) Customer not using Product according to FlexSoftware's current published technical specifications. EXCEPT AS SET FORTH IN SECTIONS 6(a) AND (b) ABOVE, FlexSoftware, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR PRODUCTS OR SERVICES, THEIR USE,

SUFFICIENCY, ACCURACY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, OR COMPLETENESS, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (i) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR (ii) THAT SUPPORT SERVICES OR OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (iii) ERRORS OR DEFECTS WILL BE CORRECTED. THIS SECTION B6 DESCRIBES FlexSoftware'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR A PRODUCT OR SUPPORT SERVICE WARRANTY CLAIM.