

Vendor: Rizing Geospatial, LLC

Contract No.: DIR-CPO-4816

## **SOFTWARE LIMITED WARRANTY/DISCLAIMER**

Rizing Geospatial (Licensor) warrants, for a period of thirty (30) days from the date the Software is first delivered to or accessed by Customer (whichever is earlier) (the "Warranty Period") that the Software, if operated as directed in the Documentation, will perform in substantial conformity with the technical specifications set forth in the Documentation. Notwithstanding the foregoing, Licensor makes no warranty with respect to failures of the Software to the extent caused by: (i) modification of Software by a Person other than Licensor without Licensor's prior written consent; (ii) Customer's use of the Software other than in accordance with the License Agreement or the Documentation; (iii) use of Software installed on any computer hardware or used with any operating system or software not specified in or meeting the minimum requirements set forth in the Documentation (iv) computer hardware or software other than the Software; (v) Customer's use of any Software version that has been retired; (vi) Customer's failure to implement Refinements provided to Customer by Licensor; or (vii) the misuse or damage of the Software by Customer or any of its Representatives. Licensor makes no warranty that the Software will operate uninterrupted or be error-free. For breach of any of the warranties contained in this Section, Customer's exclusive remedy, and Licensor's entire liability, shall be at Licensor's option and expense (i) to correct errors in the Software that cause such breach of warranty, or (ii) to replace the Software.

## **SERVICES STANDARD OF CARE AND WARRANTY**

Rizing Geospatial shall perform services in a professional manner consistent with the degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances in the locale where the work is performed.

Any work products resulting from services performed will be provided to the Customer for review and acceptance. A reasonable timeframe for review and acceptance will be collaboratively determined and agreed to prior to commencement of services. Work product acceptance criteria will also be established prior to commencement of services. Defects identified by the Customer not meeting the defined acceptance criteria during the review and acceptance period will be corrected and resubmitted for subsequent review and acceptance.

Rizing Geospatial warrants, for a period of thirty (30) days from Customer acceptance, that work products resulting from services performed will continue to function as accepted by the Customer. Rizing Geospatial makes no warranty with respect to failures of the work products to the extent caused by: (i) modification of work products by a Customer; (ii) Customer's use of the work product other than in accordance with the acceptance criteria established during the project; (iii) use of work product installed on any computer hardware or used with any operating system or software not specified in or meeting the acceptance criteria (iv); the misuse or damage of the work product by Customer or any of its Representatives. For breach of any of the warranties contained in this Section, Customer's exclusive remedy, and Rizing Geospatial's entire liability, shall be at Rizing Geospatial's expense to correct errors in the work product that cause such breach of warranty.

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, RIZING GEOSPATIAL MAKES NO WARRANTIES OF MECHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE WITH ENJOYMENT, ACCURACY, INTEGRATION AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE.