

# X-SYSTEMS SOFTWARE WARRANTY

X-Systems personalized and custom developments, parts of existing IP as licensed software, or entirely upon licensed software, X-Systems warrants that the delivered Software (and/or System) will not be defective under normal use, for a period of thirty (30) days from delivery. X-Systems will solve any defective Software (and/or System) which is examined after the request by the (end-)client by experts and developers of X-Systems prior to solving an defective. The above warranty is inapplicable in the event the Software (and/or System) becomes defective due to unauthorized use, or exact delivery and usage of the software as delivered by X-Systems to the (end-client), or minor modifications by (end-)client or user(s), or without the purchase of SLA (Service Level Agreements provided by X-Systems specifically for the continues functioning of Software (and/or System) as pre-active, active and real-time detection, analysing and solving threats, attacks or other breaches) of the Software (and/or System).

X-Systems warrants that the Software (and/or System), as delivered by X-Systems and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of thirty (30) days from delivery. If the Software (and/or System) does not comply with this warranty and such non-compliance is reported by You (end-)client to X-Systems within the thirty (30) day warranty period, X-Systems will do one of the following, selected at X-Systems's reasonable discretion: either (i) repair on-site the Software (and/or System), (ii) solve the issue within the Software (and/or System) for a time period not exceeding thirty (30) days. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, poor communication, faulty hardware, inferior collaboration or misapplication. The objective by X-Systems is to deliver a error-free on uninterrupted and robust and appropriate working Software (and/or System).

To the maximum extent permitted by applicable law, are exclusive warranties and are in lieu of all other warranties, whether express or implied, including, but not limited to, the implied warranties, and non infringement of intellectual property rights. X-Systems makes no warranties or representations that the Software (and/or System), updates or upgrades will meet (end-)client's requirements or that operation or use of the Software (and/or System), updates, and upgrades will be uninterrupted or error-free. X-Systems can solely provide continuous functioning of the Software (and/or System) as long as all proceedings are handled by X-Systems and by the purchase of the SLA's provided by X-Systems based upon the specific delivered Software (and/or System).

Limitation of liability. To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will X-Systems or its licensors, or partners be liable to the (end-)client for (i) any costs of procurement of substitute or replacement goods and services, loss of profits, loss of use, loss of or corruption to data, business interruption, loss of production, loss of revenues, loss of contracts, loss of goodwill, or anticipated savings or wasted management and staff time; or (ii) any special, consequential, incidental or indirect damages whether arising directly or indirectly out of this warranty agreement, even if X-Systems or its licensors, or partners has been advised such damages might occur. Additional in no case shall X-Systems be liable when any, minor or major, change,

modification, restyle, adjustment, resell, creating copies or trying to gain access to the operation part of the Software (and/or System) by the (end-)client or its partners. Nor will X-Systems be liable for threats, abuse, misuse, mistreat, maltreat, manipulation or any of this kind is attempted and/or executed by (end-)client, its partners or third parties that may examine, attempt, perform, accomplish with good or bad intentions and that may affect the Software (and/or System).

X-Systems has no obligation under this License Agreement to provide maintenance / support for the Software (and/or System). Any maintenance / support purchased for the Software (and/or System) is subject to X-Systems then-current SLA (Service Level Agreement). And must be purchased to receive continuous maintenance / support, depending on the SLA TIER's that the (end-)client has purchased.

When the Software (and/or System) by X-Systems is provided to the (end-)client for evaluation purposes and (end-)client has an evaluation period where by the Software (and/or System) is evaluated by the (end-)client for a period of not exceeding thirty (30) days from the date of (end-)client initial installation, trial and operation of the Software (and/or System), and is decisive of the begin of the warranty period. If no such evaluation is done by the (end-)client on the Software (and/or System) there is no extension of warranty or evaluation period.

The Software (and/or System) may contain an automatic disabling mechanism that prevents access by the (end-)client, its partners or third-parties when there is no access granted by X-Systems to prevent any threats, abuse, misuse, mistreat, maltreat, manipulation or any of this kind within the evaluation period and after the evaluation period.

The collaboration and Software (and/or System) shall be terminated upon (end-)client's breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Software (and/or System).

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In the event (end-)client requires technical support, maintenance or any of this kind, service(s) may and can only be given in combination with purchased SLA (Service Level Agreement) and upon the purchased TIER's by the (end-)client. When a purchase of a SLA or an upgrade of a specific SLA TIER is required 24 hours prior to technical support, maintenance or any of this kind there is an emergency response fee requested, depending of the need of the (end-)client, on top of the standard SLA TIER monthly fees that depend on the technical support and maintenance SLA TIER's. When an SLA TIER is purchased from the beginning of the warranty and evaluation period, and continues after these periods X-Systems will provide technical support, maintenance or any of this kind as agreed in the selected and purchased SLA (Service Level Agreement).