

FROM CONTRACTOR'S DELIVERY OF SERVICES OR WORK PRODUCT

Warranty and Disclaimer. CONTRACTOR warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. Unless other acceptance terms are specified in an SOW, the Services or Work Products shall be deemed accepted 10 business days after delivery to the Customer. To receive warranty remedies, Customer must report any deficiencies to CONTRACTOR in writing within forty-five (45) days from the date of CONTRACTOR's delivery of the services or Work Products. Customer's exclusive remedy and CONTRACTOR's entire liability is to provide Services to correct the deficiencies. If CONTRACTOR is unable to correct the deficiencies, Customer is entitled to recover the fees paid to CONTRACTOR for the deficient portion of the Services or Work Product. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CONTRACTOR makes no warranties regarding any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by CONTRACTOR.

FROM CUSTOMER'S ACCEPTANCE OF SERVICES OR WORK PRODUCT

Warranty and Disclaimer. CONTRACTOR warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, Customer must report any deficiencies to CONTRACTOR in writing within ninety (90) days from the date of Customer's acceptance of the services or Work Products. Unless other acceptance terms are specified in an SOW, the Services or Work Products shall be deemed accepted 10 business days after delivery to the Customer. Customer's exclusive remedy and CONTRACTOR's entire liability is to provide Services to correct the deficiencies. If CONTRACTOR is unable to correct the deficiencies, Customer is entitled to recover the fees paid to CONTRACTOR for the deficient portion of the Services or Work Product. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CONTRACTOR makes no warranties regarding any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by CONTRACTOR.

PASS THRU WARRANTIES

If CONTRACTOR provides any products, materials or services covered by a third party warranty or indemnity, CONTRACTOR shall: (a) provide Customer with a copy of each such warranty or indemnity; and (b) if such warranty or indemnity does not, by its terms, pass through to the end user, then to the extent permitted by the third party, assign to Customer or otherwise cause the third party to grant to Customer all warranties and/or indemnities provided by such third party. These are Customer's exclusive warranty remedies with respect to such third party materials.

SAP products and materials and other commercial off-the-shelf ("COTS") products and materials are provided by CONTRACTOR exclusively on the license and warranty terms offered by SAP and the COTS sellers. No additional terms or warranties are offered.