



Virus Warranty

Vendor warrants that the software does not contain any software “viruses” or “key lock” mechanisms and that none will be introduced into the system by Vendor or its successors. Vendor agrees to maintain the software, at no additional charge to customer, so it is compatible with current, supported third-party operating systems, third-party software needed to operate the system, and the workstation components of the software are compatible with off-the-shelf anti-virus products. Support upgrades, and maintenance required to maintain this compatibility will be provided at no additional charge to customer, nor the requirements to hold a service or maintenance agreement with Vendor or third party. Customer will purchase and install supported anti-virus software on its workstations.

For these purposes, “viruses” means any computer viruses, bugs, Trojan horses, worms, “easter egg”, time bombs, traps, access codes, key locks, encoded or embedded serial number, timeout or any similar or dissimilar disabling device or characteristic in the source codes of the software or elsewhere, or other contaminants in any computer code which:

- (a) Are designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortion, the operation of the software;
- (b) Would disable the software or impair in any way its operation based on the payment or non-payment of any fees due, elapsing of a period of time, exceeding an authorized number of copies or use sessions, advancement to a particular date or other numeral; or
- (c) Would permit Vendor to access the software after the termination of this Agreement to cause such disablement or impairment or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.

Title Warranty

Vendor represents and warrants that it either owns or has the right to license the product to Customer. Vendor warrants that the product does not infringe any third party copyright, patent, other proprietary rights or trade secrets. Vendor will not ship or distribute any software to Customer that Customer is not legally authorized to use.

Open-Source Warranty

Vendor represents and warrants that the software does not contain, nor will any future upgrades contain, open-source code that has been licensed directly, not relying on GNU General Public License.

Critical Security Release/Update Warranty.

Vendor warrants that it will provide to Customer a release or update to critical security vulnerabilities found in the software or operating system immediately, but in no case later than sixty (60) days after the date of such release. Within 180 days of the general release of software updates from any third party software vendor (operating system, database, etc.) used by Vendor's solution, Vendor will make available a release of its software compatible with such third party software. Support, upgrades, and maintenance required to maintain the above compatibility will be provided at no additional charge to Customer, nor the requirement to hold a service or maintenance agreement with Vendor or third party

Actions upon Termination or Expiration

- (a) Upon termination or expiration of this Agreement for any reason, Vendor will return to Customer, or at Customer's direction, destroy all of Customer's data, using National Institute of Science and Technology (NIST) Special Publication 800-88, that Vendor has accessed, created, received, maintained, transmitted, or stored in any medium or storage system. Vendor will complete such return or destruction of such data as promptly as possible, but not later than thirty (30) days after the effective date of the termination of this Agreement. Vendor will identify any recorded data of Customer's that is in Vendor's possession and which cannot feasibly be returned to Customer or destroyed, and Vendor will limit any further use of that data to those purposes that make return or destruction of said data infeasible. Within said thirty (30) days, Vendor will certify to Customer in writing:



- (i) That the return of all of Customer's data has been completed; and
 - (ii) That any Customer data not returned will be used or disclosed by Vendor only for those purposes which make return of the data infeasible or not required.
- (b) Vendor will remain bound by the provisions of this Agreement until such time as all of Customer's data has been:
- (i) Returned to Customer; or
 - (ii) Otherwise destroyed as provided in this Section, provided that the parties understand and agree that certain unrecorded information cannot be returned or destroyed so Vendor will remain bound by the provisions of this Agreement so long as Vendor possesses Customer's data.

Survival

The provisions in this Agreement which by their nature are intended to survive expiration or termination will so survive.