

LIMITED WARRANTY

- A. MANUFACTURER'S WARRANTIES. Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. LIMITED SERVICES WARRANTY. MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ["Limited Services Warranty"]. The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
- C. WARRANTY DISCLAIMER. Except for the limited services warranty, mca makes no warranty whatsoever with respect to services and/or any product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; (d) warranty against infringement of intellectual property rights of a third party; or (e) other warranty whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.
- D. Warranty CONDITIONS. MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,