

GUARANTEE/WARRANTY

LIMITED WARRANTY

K2SHARE represents and warrants that: (a) all services performed by K2SHARE hereunder will be performed in a professional and workmanlike manner in accordance with applicable industry standards, and (b) developed software will perform in conformance with the specifications in accordance with applicable industry standards for a period of ninety (90) days after Acceptance of such developed software, provided that the developed software has not been (i) modified, altered, or tampered with in any way (including virus infection), (ii) operated in a manner other than its intended purpose, or (iii) combined with any products or services other than those supplied or authorized by K2SHARE for use with the developed software. The date of Acceptance is defined as final installation of the Product following any customizations by K2SHARE if applicable.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.**

LIMITATION ON REMEDIES; YOU ARE NOT ENTITLED TO ANY CONSEQUENTIAL DAMAGES if the Product does not meet K2SHARE's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.

K2SHARE is liable to (a) allow you to retain the defective Product and reduce the contract price by an amount equitable under the circumstances, or (b) repair or replace the Product, as directed by You, if the Product does not meet this Limited Warranty. You will receive the remedy without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to K2SHARE). Any replacement Product will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except as stated elsewhere in this Limited Warranty, K2SHARE hereby disclaims all other warranties and conditions, either express, or implied.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.