



# SALIENT

## Standard Limited Software Warranty

Salient Systems, Corp. (“Salient”) warrants to the Customer that commencing from the date of delivery to the Customer (but in the case of resale by an authorized Salient reseller commencing not more than ninety (90) days after the original shipment by Salient) and continuing for a period of ninety (90) days: (i) the media and license key dongle on which the Salient Software is furnished to be free of defects and workmanship under normal usage and service and (ii) the software portion of the product (“Software”) will substantially conform to Salient’s then current functional specifications for the Software, as set forth in the applicable documentation, provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation

This limited warranty covers only the original Licensee of the Software. Salient’s and its supplier’s sole obligation and Customer’s sole remedy for any failure of the Software is limited to the repair or replacement of the Software at Salient’s discretion. Salient’s and its supplier’s liabilities is limited to the amount paid for the Software. Salient and its suppliers shall not be liable for indirect, special, consequential or liquidated damages or penalties, including claims for lost revenues, profits or business opportunities, even if Salient had or should have had any knowledge, actual or constructive, of the possibility of such damages.

Salient does not warrant that the Software is error free or that Customer will be able to use the Software without problems or interruptions. Salient does not warrant that the Software and any Equipment on which the Software is used will be free from vulnerability to attack on the network, including viruses and other techniques for attacking networks.

This warranty shall be void if Customer fails to use or maintain the Software in accordance with Salient’s specifications or instructions, or if the Software or any part thereof has been subject to any unauthorized modifications, improper operation, user negligence, service by unauthorized person, company or association, use with any unauthorized attachment, device or feature, accident neglect, misuse, tampering, acts of God, or any event other than ordinary use.

### **Export Law Regulations**

You agree that you will not export, either directly or indirectly, any Salient Product, material or data provided in the course of receiving Extended Limited Software Warranty services without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States Government. In the event that You export any Salient Product from the United States, or re-export it from a foreign destination. You agree to ensure that the distribution and export/re-export or import of the Salient Product is in compliance with all laws, regulation, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. You agree that neither You nor any of Your subsidiaries will export/re-export any Salient Product, Material or data provided in the course of receiving Extended Limited Software Warranty, directly or indirectly, to any country for which the United States Government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.