



Terralogic Document Systems Warranties

- 1.1 Terralogic warrants that it will provide competent personnel with sufficient skill, knowledge, and training to perform the Services for Customer set forth in the applicable Proposal and that such personnel will perform such Services in a diligent and professional manner, in accordance with generally accepted industry standards, and in compliance with applicable law.
- 1.2 Terralogic warrants and represents that throughout the term of this Agreement, Terralogic shall comply with all applicable laws, rules and regulations of any governmental authority or any county having authority over such matters with respect to the performance of any part of the Services.
- 1.3 Terralogic warrants that:
 - (a) at the time of acceptance by Customer, the Deliverable tasks and associated output has been performed by and created by Terralogic conforming to the practical and technical specifications as outlined in any proposals and
 - (b) Customers may provide written notice to Terralogic of errors, inaccuracies, or other deficiencies in products or services provided by Terralogic under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Terralogic shall correct such errors, inaccuracies, or other deficiencies at no additional cost to the customer.
- 1.4 In the event Customer notifies Terralogic of a breach of warranty within the Warranty Period, Terralogic will use commercially reasonable efforts to modify the output as quickly and feasibly reasonable so that it meets expectations as warranted.
- 1.5 If the whole or any part of the performance by either Party of its obligations under this Agreement is prevented, hindered or delayed or otherwise made impracticable by reason of any event beyond the reasonable control of such Party including but not limited to strikes, labor disputes, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government or other cause of like or different character beyond the control of either Party ("Force Majeure Event"), the Party whose performance is thus prevented, hindered or delayed shall be excused from such performance during the continuance of the Force Majeure Event and for so long as the Force Majeure Event shall continue to prevent, hinder or delay such performance. In the event of a Force Majeure, the Parties shall immediately consult each other in order to find an equitable solution and shall use all reasonable effort to minimize the consequences of the event of Force Majeure.

Locations

Texas | New Mexico
California | Utah

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 +1 (800) 644-7112
 tds.sales@terralogic.com

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1.6 Terralogic will be liable for damages arising out of injury to person and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by Terralogic's negligence or due to a defect in Terralogic's production or delivery of any deliverable hereunder, whether Terralogic produces or delivers the deliverable in whole or part

1.7 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TERRALOGIC DOES NOT MAKE OR ASSUME ANY LIABILITY UNDER, ANY WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY) ON OR WITH RESPECT TO THE PRODUCTS OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. It is expressly agreed that the Customer is not relying on any representations, warranties or promises not specifically set out in this Agreement.

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