



Warranty

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(a) Trice warrants that the functionality of the Service will substantially conform to the then current Documentation, provided that: (i) Customer and its End Users have used the Service in accordance with the Documentation and the Intended Use, (ii) the Installation has been made in accordance with the Documentation, (iii) the Equipment meets the requirements set forth in the Documentation and the Service has only been used with such Equipment, (iv) any deviation that may occur is not caused by the Equipment and/or other third party hardware, software or data or from Customer or its End Users' or other third party actions; and (v) any deviation that may occur materially affects the functionality of the Service.

(b) The above warranty only applies provided that Customer (i) notifies Trice in writing of any such deviations from the Documentation within five (5) days from discovery of such deviation, and (ii) sends at its own cost any necessary material needed to assess the deviation to Trice or to a Trice reseller or other designee. Subject to the foregoing, Trice will use commercially reasonable efforts to remedy the deviation as soon as practicable, considering the nature of the deviation and any other circumstances at hand.

(c) IN THE EVENT OF A BREACH OF THE ABOVE WARRANTY, TRICE'S SOLE OBLIGATIONS AND CUSTOMER'S SOLE REMEDIES ARE FOR TRICE TO REPAIR OR REPLACE THE FAULTY SOFTWARE ITEM OR SERVICE COMPONENT SO AS TO CAUSE THE SERVICE TO SUBSTANTIALLY CONFORM TO THE DOCUMENTATIONS. EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 7, TRICE MAKES NO OTHER WARRANTIES TO ANY PARTY, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE. TRICE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, (I) DURING THE TRIAL THE SERVICE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY; AND (II) ANY DATA ENTERED INTO THE SERVICE DURING THE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER SUBSCRIBES TO THE SERVICE BEFORE THE END OF THE TRIAL PERIOD.
