

## WARRANTY

Software is warranted to conform in all material respects to published product specifications applicable at the time of order. PDS's sole obligation under this warranty shall be to remedy any non-conformance of the Software. Such remedy shall be provided with respect to any non-conformance promptly reported to PDS in writing no later than thirty (30) days following activation of the particular Software product. During the warranty period PDS shall:

At its option and expense, either repair or replace any defective Software or refund the license fee paid by Customer. It is acknowledged, however, that software is inherently complex and may contain errors, and PDS cannot guarantee to correct all such errors. This warranty is contingent upon (i) proper use of the Software and (ii) the availability of convenient access for PDS to the Software on site, or a modem and dial telephone line connection suitable for use by PDS remote diagnostic facility when maintenance or warranty servicing are performed.

PDS SHALL HAVE NO OBLIGATION, LIABILITY, OR COMMITMENT FOR DIRECT DAMAGES, LOSS OF USE, DATA OR PROFITS, OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR EVALUATION OF THE SOFTWARE. THE FOREGOING SENTENCE SHALL NOT APPLY IN THE EVENT OF A BREACH OF THE WARRANTY OF THE RIGHT TO AUTHORIZE CUSTOMER'S USE OF THE SOFTWARE.

This Limited Warranty covers all defects encountered in normal use of the Product and shall not apply to the following, including, but not limited to: failures which are caused by Products, accessories, and/or services of companies other than PDS; misuse, abuse, accidents, disappearance, misplacement, mishandling, neglect, misapplication, reckless, willful, or intentional conduct; damages caused by usage that is not in accordance with product instructions; damages caused by failure to follow the product instructions of failure to perform preventive maintenance; damages caused by disaster such as earthquake, fire, hail, sand, flood, wind, lightning, or other acts of nature; animal or insect infestation; damage caused by animals or insects; civil disorders; corrosion and/or rust; dirt or dust; malicious mischief; nuclear accident; riot; theft; vandalism; war; incorrect electrical line voltage, improper power source, problems with electrical power, fluctuations or surges, or other power line anomalies; damage caused by improper or faulty installation or maintenance; improper connection with any peripheral; damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids; failure resulting from wear and tear: Unauthorized attachments, alterations, modifications, unauthorized modifications of files (This includes, but is not limited to configuration files, software programs and data that are part of the system) or foreign object; damage caused by lack of compatibility, fitness, and/or suitability of Purchaser supplied software installed by PDS; damage caused by programs, data, viruses, spyware, malware, adware, Third-Party software, and/or other files; improper or unauthorized repair and/or service; cosmetic damage or Products where the serial number is missing, altered or defaced; use of unauthorized parts or equipment which damage Product or result in service problems; failure due to incompatibility with other equipment; damage caused by failure to provide a suitable installation or operating environment for the Product and/or accessories; damage caused by Purchaser provided hardware, software, and/or data; damage caused by use of the Product or accessories for purposes other than for which it was designed; damage resulting from Purchasers failure to back-up his/her data or other files: loss of functionality due to software modified or loaded by other than PDS: Set-up of Purchaser preferences, set-ups, dial-up codes, Internet settings, and/or other user specified items.



## DISCLAIMER OF WARRANTIES:

THE WARRANTY STATED ABOVE IS THE ONLY APPLICABLE WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NO ORAL OR WRITTEN INFORMATION AND/OR ADVICE GIVEN BY PCS, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THIS WARRANTY; NOR MAY PURCHASER RELY ON ANY SUCH INFORMATION OR ADVICE. TERMS AND CONDITIONS OF WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE. THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

## **RETURN POLICY:**

Software may be returned within 30 days from the date of purchase; a manufacturer restocking fee may be applicable any time after that period. PDS may refund license fees, but any fees for implementation services rendered are non refundable.