



LIMITED WARRANTY

Last Updated: June 19, 2024

This warranty ("Warranty") covers services provided by the Convergent entity ("Convergent") set forth in the agreement with its customer ("Customer") covering such services ("Agreement"). This Warranty shall not be subject to contrary definitions, terms, or conditions set forth in the Agreement unless expressly agreed by Convergent and Customer in writing. Subject to Customer's compliance with the Agreement and any OEM licensing agreement or terms and conditions, Convergent warrants the services as follows:

Third Party Warranties for Products and Services

Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software and hardware products (collectively, "Third Party Products") and certain services delivered to Customer. The Third Party Products and any related OEM services carry only the warranty provided by the OEM, which contain customer's sole and exclusive remedy for defects or nonconformities of such Third Party Products and related OEM services. Convergent will use commercially reasonable efforts to pass through to Customer or assist Customer in exercising any available OEM warranties.

Convergent Warranties for Services

Subject to the exclusions set forth below, Convergent warrants that:

- (i) Convergent will install equipment and hardware that is new and do so in a professional and workmanlike manner, for a period of twelve (12) months from the earlier of substantial completion of the installation work or first beneficial use of such hardware products; and
- (ii) all other services will be performed in a professional and workmanlike manner and materially conform to the requirements of the Agreement, for a period of ninety (90) days from completion of such services.

Customer's sole and exclusive remedy for a breach of this Warranty is for Convergent to re-perform deficient services during regular business hours or, if that is not possible or commercially reasonable, refund Customer for that portion of services which are deficient, provided that such deficiencies were discovered and Convergent is notified in writing within the Warranty period.

Subject to the exclusions set forth below, to the extent Convergent develops, configures, or customizes any software or source code, Convergent warrants that at the time of delivery and for a period of ninety (90) days thereafter, such software or source code will operate in material compliance with the functional specifications agreed upon between Convergent and Customer. Customer's sole and exclusive remedy for a breach of this Warranty will be for Convergent to promptly remedy the software or source code in a commercially reasonable manner or to refund Customer for that portion of services that are defective, provided that any deficiencies were discovered and Convergent is notified in writing within the Warranty period.

Exclusions

THIS WARRANTY EXCLUDES services provided under a Customer Support Program, managed services, or services subject to a service level agreement (SLA) (collectively, "Excluded Services"), all of which are provided "as is" without warranties, representations or guaranties of any kind, whether express or implied, and for which Convergent's obligations (including repair, replacement, or reperformance) are governed solely and exclusively by the Agreement.

CONVERGENT IS NOT RESPONSIBLE FOR AND THIS WARRANTY EXCLUDES: (i) damage not caused by Convergent or Convergent-authorized service providers; (ii) use or operation of products or services with products or services with which they were not intended; (iii) damage caused by any external cause beyond Convergent's reasonable control; (iv) use or operation of products or services not in accordance with user manuals, documentation, licenses or other instructions provided by Convergent or the applicable OEM; (v) damage caused by insufficient or improper maintenance or operation by Customer or unauthorized access; (vi) damage resulting from fire, explosion, flood, water exposure, corrosion, rust, adverse environmental conditions, abuse, neglect, or any other Acts of God; (vii) fluctuations in the building power supply, failure to provide power, disruption to services, accounts, computer systems, or networks, or operating an environment that does not conform to OEM specifications; (viii) negligence or acts or omissions (including repairs, service, tampering or modifications) of Customer or any third party (excluding a Convergent-authorized service provider); (ix) normal wear and tear and normal usage; and/or (x) products that have been suspended, discontinued, or are no longer supported by the manufacturer, developer, or provider.

EXCEPT FOR THE EXPRESS WARRANTIES IN THE CONVERGENT WARRANTIES FOR SERVICES SECTION ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, CONVERGENT AND ITS CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, SUPPLIERS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS (COLLECTIVELY, THE "CONVERGENT PARTIES") PROVIDE THE SERVICES (INCLUDING WITHOUT LIMITATION CYBERSECURITY SERVICES) "AS IS" AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; AND WARRANTIES OF NONINFRINGEMENT OR TITLE. CONVERGENT PARTIES DO NOT WARRANT: (A) THAT THE SERVICES OR THE OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, (B) AGAINST LOST OR CORRUPTED DATA OR SOFTWARE, (C) AGAINST LOSS OF USE OF SYSTEM(S) OR NETWORKS, (D) AGAINST LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME, AND (E) AVAILABILITY OF THE PRODUCTS OR SERVICES. FOR SYSTEMS WITH DETECTION, IDENTIFICATION, OR RECOGNITION CAPABILITIES, THE CUSTOMER IS SOLELY RESPONSIBLE FOR ASSESSING AND MONITORING THE ACCURACY AND BIAS OF ALL PRODUCTS AND SERVICES, AND CONVERGENT OFFERS NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES THAT THEY WILL DETECT OR PREVENT ALL THREATS. CONVERGENT OFFERS NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES THAT CYBERSECURITY SERVICES WILL DETECT OR PREVENT ALL CYBERSECURITY THREATS. TO THE EXTENT ANY THIRD PARTY PRODUCTS UTILIZE ARTIFICIAL INTELLIGENCE ("AI"), CONVERGENT DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE AI WILL BE ERROR-FREE AND CONVERGENT DOES NOT INDEPENDENTLY TEST OR VALIDATE OEM AI SYSTEMS. CUSTOMER ACKNOWLEDGES THAT AI SYSTEMS ARE NOT FAIL-PROOF AND SHOULD ALWAYS BE USED AS PART OF A MULTI-LAYER PROGRAM THAT INCLUDES HUMAN- AND PROCESS-BASED CHECKS, AND CUSTOMER IS SOLELY RESPONSIBLE FOR AI BIAS ASSESSMENT, DILIGENCE, TESTING, EMPLOYEE TRAINING, AND MONITORING OF ACCURACY AND MITIGATION OF RISKS.

Instructions

For specific instructions about how to obtain warranty service for Convergent-provided products or services, please contact your account representative. Before you deliver your products for warranty replacement, it is your responsibility to delete and back up any data, software, or other materials you may have stored or preserved on your products.