

## **Return & Warranty Policy: Education IT Products and Related Services**

This document applies to Software licensed, product purchased, support services for Software and Equipment, and educational and technical services, when such items are identified on the Order which expressly references **Education IT Products and Related Services** contract and Agreement.

### **1. GENERAL LICENSE TERMS**

SanJose Systems owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without SanJose Systems' written consent. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. SanJose Systems grants to Customer a non-exclusive, nontransferable, perpetual license to use the Software. This license is subject to all the terms of final Contract

### **2. PERMITTED COPIES**

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes. All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of the contract and of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

### **3. UPDATES**

In the event that SanJose Systems supplies Service Packs, Point Releases and Major Releases of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

### **4. ACCEPTANCE**

For Customer's initial purchase of each Equipment and Software product SanJose Systems shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the requested requirements documentation ("Specifications").

The Test Period shall be for 30 days. If Customer has not given SanJose Systems a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, SanJose Systems shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Agreement is terminated Customer shall return all Equipment and Software (and related documentation) to SanJose Systems, and SanJose Systems shall refund any monies paid by Customer to SanJose for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

## **5. WARRANTY**

Warranty is to begin upon the acceptance of equipment by customer. SanJose Systems warrants that all products and Software solutions shall be free from defects in materials and workmanship, for a period of one year from Delivery. This warranty continues for the subsequent years upon renewal of subscription. In the event of a breach of this warranty, Customer's remedy shall be SanJose System' repair or replacement of the deficient Equipment and/or Software product, at SanJose System' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications.

## **6. TERM OF TECHNICAL SUPPORT**

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms prior to the anniversary date of its commencement date by issuance of an Order from the Customer to SanJose Systems. After the one year initial term of Agreement, the Service Offerings provided and the Service Coverage period are subject to change by SanJose Systems with customer approval and sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

## **7. WARRANTY OF TECHNICAL SUPPORT**

SanJose Systems warrants that all support services shall be performed in a professional and competent manner.

## **8. RESPONSIBILITIES OF CUSTOMER**

Customer agrees (i) to provide SanJose Systems personnel with full, free and safe access to customer premises for purposes of support, including use of SanJose Systems standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than SanJose Systems without prior written authorization from designated representative of SanJose Systems. Failure to utilize SanJose Systems remote access technology may delay SanJose' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by SanJose Systems, then Customer should provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

## **9 DEFAULT**

Customer shall have the right to terminate SanJose Systems support services in the event that SanJose Systems is in breach of the support services warranty set forth and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, SanJose Systems shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. SanJose Systems reserves the right to terminate or suspend support service in the event the Customer is in default under the Agreement with SanJose Systems and such default is not corrected within fifteen (15) days after written notice.

---

.