

**DIR-TSO-4368**  
**Warranty and Return Policy**

**Acceptance/Returns (software)**

The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**Warranty coverage (software and maintenance)**

All SAS software will substantially conform to its then-current user documentation. If the Software does not substantially conform, EIS will choose to make it conform, replace it with conforming Software or refund the current license fee paid. This is the exclusive remedy for breach of this warranty. Warranty coverage is provided for the period of 12 months from the license beginning date (for maintenance, the anniversary date of the license beginning date).

License and maintenance fees for orders canceled for reasons outside of inspection and acceptance rights and warranty coverage are nonrefundable.

**Late Shipment**

EIS will use its best efforts to ship the Software within ten (10) days of receipt of an acceptable order. However, EIS does not guarantee specific delivery dates. If EIS fails to deliver the Software in the time frame required by the Customer, the Customer may cancel its order. EIS will not be responsible for any losses incurred by the Customer in purchasing software elsewhere.