Representations and Warranties

A. Customer represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to use, modify, transmit, and distribute the Customer Materials and Customer's logos and trademarks without infringing, misappropriating, or otherwise violating any intellectual property rights of any third party.

B. Company warrants to Customer that: the Company has the right to provide the Services and Customer's access to the cP Platform used to provide the Services.

C. The Company shall perform the Services using qualified personnel and in accordance with industry standards. Except for the express warranties set out in paragraphs a and b above, all services performed and products provided and made available by company hereunder are performed, provided, and made available on an "as is" basis, and customer's use of the services and the company's servers is at its own risk. Except as otherwise expressly provided herein, the company disclaims all express and implied warranties, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular use or purpose, whether arising by law, custom or conduct. Specifically, the company does not warrant that the customer will have access at all times to the cp platform and does not warrant that any services will meet the customer's requirements or that the operation of the services will be uninterrupted or error-free or completely secure.

D. Notwithstanding anything to the contrary in this agreement and to the full extent allowed by applicable law, in no event shall codemantra be liable to customer for any lost advertising or other revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any customer materials, even if advised of the possibility of such damages, however, it arises and on any theory of liability, whether in an action for contract, tort (including negligence), strict liability or otherwise.

E. Notwithstanding anything to the contrary in this agreement, codemantra maximum aggregate liability to customer related to or in connection with this agreement and/or the internet application services provided under this agreement will be limited to the

total amount paid by customer to codemantra under this agreement within the twelve (12) months immediately preceding any loss incurred by customer related to or in connection with this agreement and/or the internet application services provided under this agreement.

F.   Customer acknowledges that codemantra has set its prices and entered into this agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential part of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this agreement will survive and apply notwithstanding the failure of essential purpose of any remedy

G.   Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.