

Schedule S – “Service”

This Program Schedule (this “Schedule S”) is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the “Master Agreement”. This Schedule S shall co-terminate with the General Terms.

1. DEFINITIONS

- 1.1. **“Services”** refers to consulting, advanced customer support services, training or other services which you have ordered from FYIsoft under this Schedule S.
- 1.2. Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

- 2.1. Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, limited right to use for Your internal business operations anything developed by FYIsoft and delivered to You under this Schedule S (“deliverables”); however, certain deliverables may be subject to additional license terms provided in the order.
- 2.2. You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.
- 2.3. Services provided may be related to Your license to use Products owned or distributed by FYIsoft which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 3.1. FYIsoft warrants that Services will be provided in a professional manner consistent with industry standards. You must notify FYIsoft of any warranty deficiencies within thirty (30) days from performance of the deficient Services.
- 3.2. FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND FYISOFT’S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF FYISOFT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO FYISOFT FOR THE DEFICIENT SERVICES.
- 3.3. TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.