

## **Limited Warranty and Limitation of Liability.**

### **1.1** WGI Geospatial warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
- (b) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

### **1.2** WGI Geospatial's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

- (a) WGI Geospatial shall use reasonable commercial efforts to promptly cure any such breach; provided, that if WGI Geospatial cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination.
- (b) In the event the Agreement is terminated pursuant to Section 1.2(a) above, WGI Geospatial shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.
- (c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

### **1.3** WGI GEOSPATIAL MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.