

1. WARRANTIES AND DISCLAIMERS

1.1 B2Gnow warrants to Customer that during the term of the engagement, the System will perform as outlined in B2Gnow's product specification documents (user manuals and documentation available online). The warranty does not cover any programs that have been altered in any way by any party other than B2Gnow or its authorized subcontractors. B2Gnow is not responsible for problems caused by the operating characteristics, whether themselves out-of-specification or not, of Customer's computer hardware, software, operating systems, or computer systems, the quality of the Customer's Internet connection to the System, nor for problems in the interaction of the System with non-B2Gnow software. If notified in writing by Customer during the warranty period, B2Gnow will, at its sole option, either (i) correct significant program errors in the System within a reasonable time, not to exceed seven (7) calendar days; or (ii) accept return of the System and Documentation and refund any unused Fees paid by Customer to B2Gnow under the Agreement.

1.2 B2Gnow warrants to Customer that Professional Services will be performed in a professional manner, consistent with generally accepted industry standards. The sole and exclusive remedy for a breach of the limited warranty set forth in this Section 1.2 shall be to require B2Gnow to use commercially reasonable efforts to perform the Professional Services as soon as is reasonably practicable, but in no event, later than thirty (30) days from the date Customer notifies B2Gnow of such breach. In the event B2Gnow is unable, after receiving a warranty breach notice under this Section 1.2, to perform the Professional Services to the Customer's reasonable satisfaction within the thirty (30) day period, Customer may terminate the Agreement and withhold payment to or receive a refund or credit from B2Gnow for the value of such services, in no case to exceed the aggregate amounts paid out to B2Gnow by Customer in the twelve months immediately preceding notification of such claim delivered to B2Gnow by Customer.

1.3 B2Gnow does NOT warrant that the operation of the System and its associated data and/or information will meet the Customer's requirements or that the operation of the System and its associated data and/or information will be uninterrupted or error-free. The Customer is responsible for the accuracy and usability of all data that Customer entered into the system, including but not limited to Customer specific reports. CUSTOMER ASSUMES ENTIRE RISK AS IT APPLIES TO THE QUALITY AND PERFORMANCE OF THE DATA AND/OR INFORMATION WHICH IS SUPPLIED AND/OR INPUT INTO THE SYSTEM BY THE CUSTOMER. SHOULD THE SYSTEM AND ITS ASSOCIATED DATA AND/OR INFORMATION PROVE DEFECTIVE DUE TO DATA INPUT BY THE CUSTOMER, THE CUSTOMER (AND NOT B2Gnow) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING REPAIR OR CORRECTION.

1.4 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, OR SATISFACTORY QUALITY REGARDLESS OF WHETHER IMPOSED BY CONTRACT, STATUTE, COURSE OF DEALING, CUSTOM OR USAGE OR OTHERWISE.

2 LIMITATION OF LIABILITY

2.1 Notwithstanding any provision in this agreement to the contrary, B2Gnow will not be responsible for and will bear no liability for any damages arising from any use of the Service, or any stoppages, slowdowns, performance problems or other problems that are the result of the Internet, the Customer's telecommunications or internet access providers or Customer's computer equipment failures. EXCEPT FOR INTENTIONAL MISCONDUCT OR A VIOLATION OF SECTIONS 6, 7 OR 8 OF THIS AGREEMENT, FOR WHICH THERE ARE NO LIMITS, IN NO EVENT WILL EITHER PARTY BE LIABLE OR OBLIGATED UNDER THIS AGREEMENT FOR NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (A) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO B2Gnow UNDER THE STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE, OR (B) FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICE OR PROFESSIONAL SERVICES, EVEN IF OTHER PARTY HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY.