

## Web-Hed Technologies DIR-TSO-4217 Warranty, Indemnity, and Disclaimer:



- a) The services/products are made available for use “as-is” and without any warranty or indemnity of any kind except as provided for elsewhere in this contract. Contractor makes no other warranties, conditions, indemnities, representations or terms, express or implied, whether by stature, common law, custom, usage, or otherwise.
- b) By installing and/or using the provided services/products Client agrees to hold Contractor harmless from any liabilities, losses, actions, damages, or claims, including all expenses and attorney fees, arising out of or relating to any use of, or reliance on, the services/products provided.
- c) Client agrees that in no case will Contractor or its partners or suppliers be liable to Client or any of Client's representatives for any damages, claims, or costs whatsoever or any consequential, indirect, or incidental damages, or any loss of profits or savings, or any other finances even if Contractor has been advised of the possibility of such loss, costs, damages, or claims.
- d) Contractor and its subcontractors shall protect client's sensitive, confidential, and proprietary information, tools, and processes. Client shall do the same for contractor's sensitive, confidential, and proprietary information, tools, and processes.
- e) Client guarantees and must ensure that all material such as text, graphics, multimedia, photo, design, artwork, other software, and other resources provided by client are free of copyright and trademark and similar violations. Contractor shall not be responsible in any way for copyright, trademark and similar violation regarding items provided by client. Client agrees to indemnify contractor and not hold contractor responsible in any way for such violations regarding items provided by client.
- f) Contractor guarantees and shall ensure that all material such as text, graphics, multimedia photos, design, artwork, music, other software and other resources delivered by contractor are free of copyright and trademark and similar violations. Contractor agrees to indemnify client and not hold client responsible in any way for such violations regarding items provided by contractor. If items delivered by contractor to meet client requirement require copyright notice to be a part of product, client agrees that if such items are part of product, such copyright notices shall properly remain a part of product.