

Product: TUMMS (version 6.01 or greater)

Year 2000 Compliance Agreement.

Dixon Creek Software represents and warrants that the above named software package is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the above named software package will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, Dixon Creek Software further represents and warrants:

1. That the above named software package will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century;
2. That the above named software package has been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century;
3. That the above named software package includes "year 2000 capabilities". For the purposes of this Agreement, "year 2000 capabilities" means the above named software package:
 - i) Will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - ii) Provides that all date-related user and data interface functions and data fields include the indication of century.

Term.

The Year 2000 Compliance Warranty set forth herein shall begin as of the date of the License Agreement and end on the date after January 1, 2000, subsequent to which the above named software package has operated without a breach of the Year 2000 Compliance Warranty for a consecutive six month period.

Waiver of Limitation of Liability.

Any provisions of the License Agreement which tend to limit or eliminate the liability of either party shall have no application with respect to the Year 2000 Compliance Warranty set forth herein.

Provisions of Compliance Agreement Controlling.

In the event of any conflict or apparent conflict between the terms and conditions of the License Agreement and the terms and conditions of this Compliance Agreement, the terms and conditions of this Compliance Agreement shall control. Except to the extent otherwise set forth herein, the terms and conditions of the License Agreement shall remain in full force and effect.

Entire Agreement.

This Compliance Agreement, together with the License Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof.



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