



## **Warranty Policies**

The purpose of this document is to establish the MedQuist Transcriptions, Ltd. (“MedQuist”) warranty coverage policies. The services that MedQuist sells, leases, loans and/or licenses to Customers are referred to herein as “Services.” The products that MedQuist sells, leases, loans and/or licenses to Customers are referred to herein as “Products.” Products include any hardware, software and user guides supplied to Customer by MedQuist. “Hardware” means any equipment and replacement parts. “Software” means (a) MedQuist computer programs whether or not included within or separately from any data processing unit; (b) the object code version of any MedQuist proprietary software product; (c) all upgrades, updates, patches and fixes thereto; and (d) any customized features and functions. “User Guide” means the operator and/or user manual and written instructions. The warranties below apply to MedQuist ‘branded’ Products provided to MedQuist Customers in the United States only. This document establishes the sole duration and conditions of warranty coverage.

### **1 Product Warranties.**

- 1.1** MedQuist warrants that it has and conveys sufficient right, title and interest in the Products to grant the licenses contemplated in any agreement with Customer. MedQuist will provide Customer with a User Guide current at the time of any sale, lease, loan or license for the Products upon such sale, lease, loan or license.
- 1.2** MedQuist warrants that, for a period of ninety (90) days from completion of implementation, in the case of Products implemented by MedQuist, or shipment, in all other cases, the Products shall materially conform to the specifications in the User Guide. Customer must provide MedQuist with written notice of breach of this warranty during the warranty period setting forth in reasonable detail the nature of such breach. In the event of breach, as Customer’s sole remedy for such breach, MedQuist shall, at MedQuist’s option, repair or replace that portion of the Products affected. In all cases, for expedient service and resolution and consistent with today’s technology, MedQuist may access at its discretion and within proper security protocols any systems, software, hardware or accessories remotely where possible and as a first response, often times diagnosing and/or resolving in that manner. If MedQuist is unable or unwilling to repair or replace the effected Products, Customer may receive a refund of the fees paid for the Products affected by the warranty breach upon the return to MedQuist of the effected Products and related materials.
- 1.3** MedQuist's warranties for Products shall be void and of no effect to the extent (a) the Products are not stored, installed, or maintained in accordance with the User Guide, except to the extent MedQuist stores, installs or maintains the Products; (b) the Products are not operated under normal conditions by authorized users in accordance with the User Guide; (c) the warranty breach has arisen from damage occurring to the Products subsequent to delivery, unless caused by MedQuist or its subcontractors; or (d) the warranty breach is due to (i) inadequate electrical power, air-conditioning, or humidity-control, (ii) accident or disaster, including



without limitation, fire, flood, water, wind, and lightning, (iii) neglect, including without limitation, power transients, abuse or misuse, (iv) unauthorized modification or repair of Products by persons other than authorized representatives of MedQuist, or (v) use of the Products for purposes other than those for which designed. In addition, MedQuist's warranty for Products does not include (1) performing services connected with relocation or adding or removing interfaces, accessories, attachments or other devices, (2) electrical work external to the Products, (3) any repair of interfaces, accessories, attachments, or other devices not furnished by Vendor, or (4) any issues resulting from an unsupported service.

**1.4** Non-MedQuist 'branded' Products are provided "AS IS," although third party vendors may provide warranties which shall be passed through to Customer by MedQuist to the extent permitted by such third party; however, MedQuist disclaims all responsibility in the enforcement of any third party warranties.

**2** **Services Warranty.** MedQuist warrants that all Services shall be performed in a commercially reasonable manner by individuals with the necessary knowledge, skills and training to provide such Services. Customer must provide MedQuist with written notice of a breach of Services warranty within thirty (30) days of the completion of the applicable Services setting forth in reasonable detail the nature of such breach. In the event of breach, as Customer's sole remedy for such breach, Vendor shall re-perform Services at no charge to Customer.

**3** **Disclaimers.** OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH ABOVE, MEDQUIST MAKES NO FURTHER OR ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY SALE, LEASE, LOAN, OR LICENSE OF SERVICES OR PRODUCTS. Customer agrees that MedQuist has made no affirmation or promise concerning or relating to any Service or Product. Customer agrees that it has made its own inquiry, testing and investigation, and based thereon has formed a wholly independent judgment concerning the Services or Products and the suitability of such for the use intended by Customer. Customer is not relying upon MedQuist's advice or expertise in licensing, leasing, loaning or purchasing the Services or Products, nor on any description or sample of Products provided by MedQuist. MedQuist does not warrant that operation of any Products will be uninterrupted or error free. MEDQUIST DISCLAIMS ANY OTHER WARRANTIES WHICH MAY ARISE FROM A USAGE OF TRADE OR A COURSE OF DEALING OR COURSE OF PERFORMANCE.