



EMAS PRO CLIENT SATISFACTION GUARANTEE

AND

ESI SOFTWARE WARRANTY AND DISCLAIMERS

Extracted directly from the standard ESI EMAS Pro agreement

Current as of March 1, 2010

ARTICLE 10.3 SATISFACTION GUARANTEE AND SOFTWARE LICENSE FEE CREDIT OR REFUNDS:

AS A NEW ESI CLIENT, INSTITUTION SATISFACTION IS UNCONDITIONALLY GUARANTEED!

IF, FOR ANY REASON, INSTITUTION IS NOT COMPLETELY SATISFIED WITH EMAS PRO SOFTWARE DURING THE FIRST THREE MONTHS FROM THE EFFECTIVE DATE OF AGREEMENT, AS A SOLE REMEDY INSTITUTION IS ENTITLED TO CERTIFY FURTHER OPERATION IF ANY WITH LICENSED SOFTWARE HAS CEASED AND TO RECEIVE EITHER A FULL CREDIT REFUND OF ACTUAL LICENSE FEES PAID TO BE APPLIED TOWARDS ANY OTHER EDUCATION SYSTEMS OFFERING OR TO RECEIVE A REFUND OF INSTITUTION ACTUAL LICENSE FEES PAYMENTS PAID.

EITHER CREDIT OR REFUND IS TO BE LESS THE TOTAL AMOUNT OF ESI DIRECT OUT-OF-POCKET EXPENSES, ESI PROFESSIONAL SERVICE LABOR EXPENSES, AND/OR OUTSIDE EXPENSES INCURRED BY ESI ON INSTITUTION'S BEHALF.

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