

Access Sciences Corporation Representations and Warranties

(a) General Representations. Each party represents and warrants that (i) it has full power and authority to enter into and perform its obligations under this Agreement; (ii) it will comply with all applicable laws; and (iii) it will use up-to-date, generally accepted virus detection devices and procedures to ensure that any electronic data transmitted will not contain a virus or other harmful component.

(b) Access Sciences Corporation Representations. Access Sciences Corporation represents and warrants that (i) all of the Services will be rendered using sound, professional practices and in a competent and professional manner; and (ii) it has obtained all necessary permissions and software licenses.

(c) Customer Representations. Customer represents and warrants that (i) it has obtained all permissions necessary to provide the Content in connection with the Services; and (ii) it has delegated authority to its advisors in providing instructions in connection with the Services, and Access Sciences Corporation has no duty to verify such instructions with Customer.

(d) Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED AS-IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MERCHANTABILITY.

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