

POLIMORPHIC SYSTEMS

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is made as of November 13, 2023 (the “Effective Date”), by and between Polimorphic, Inc. with a principal place of business at 122 W 26th Street, Suite 1104, New York, NY 10001 (“Polimorphic”), and Tooele County, Utah (“Subscriber”), with a principal place of business at 47 South Main Street, Tooele, UT 84074.

Polimorphic has developed certain technology, as further described below, designed to assist governmental organizations by managing constituent relations and tracking government processes. Subscriber desires to subscribe to the Polimorphic Service and Polimorphic desires to provide access to the Polimorphic Platform and provide the Polimorphic Service to Subscriber.

This Agreement sets forth the terms and conditions under which Polimorphic will provide the Polimorphic Service (as defined below). Subscriber’s access to and use of the Polimorphic Service is governed solely by the terms of this Agreement which supersedes the terms of any other prior writing or understanding between the parties.

THE PARTIES HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES.

The parties have caused this Agreement to be effective as of the Effective Date set forth above.

Polimorphic, Inc. Name: Parth Shah Title: Chief Executive Officer	Subscriber Name: Scott Persons Title: Information Technology Director
--	--

TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1. “*Confidential Information*” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Subscriber Data is the Confidential Information of Subscriber. Confidential Information of Polimorphic includes information derived from or concerning the Polimorphic Service, the Polimorphic Platform, the Documentation and the terms of this Agreement.

1.2. “*Connected Account*” means any third-party platform connected to, or integrated with, the Polimorphic Service by or on behalf of Subscriber.

1.3. “*Connected Account Data*” means any data collected from, or provided by, any Connected Account.

1.4. “*Constituent*” means any non-governmental natural person or entity that resides within or interacts with the municipality, city, township or village that Subscriber represents.

1.5. “*Constituent Data*” means any information uploaded or transmitted to the Polimorphic Service by a Constituent.

1.6. “*Documentation*” means any user manuals, handbooks, and online materials provided by Polimorphic to Subscriber that describe the features, functionality, or operation of the Polimorphic Platform.

1.7. “*Go-Live Date*” means the earlier of the date any onboarding and integration services to be performed hereunder, as set forth in a mutually agreed upon Statement of Work, are completed in all material respects, or the parties mutually agree in writing (email acceptable) that the Polimorphic Service is ready for production use by Subscriber.

1.8. “*Integration Tools*” means any coding, programming or design techniques, architecture, methodology, APIs, functions, software code, applications, scripts, templates, knowledge, experience, and know how developed by Polimorphic in the performance of any Professional Services related to the

integration, implementation, connection and/or onboarding of any Connected Account. For clarity, Integration Tools do not include Connected Accounts or any confidential information of Subscriber.

1.9. “*Order Form*” means any order form for Polimorphic Service executed by both parties that references this Agreement. The initial Order Form is attached hereto as *Exhibit A*.

1.10. “*Performance Data*” means any log files, metadata, telemetry data and other technical performance data automatically generated by the Service relating to the use, performance, efficacy, reliability and/or accuracy of the Polimorphic Service, which does not contain any personally identifiable information or Subscriber Data or Constituent Data.

1.11. “*Professional Services*” means any integration, onboarding or other professional services that may be performed by Polimorphic hereunder.

1.12. “*Polimorphic Platform*” means the technology, including AI and machine learning algorithms, used by Polimorphic to deliver the Polimorphic Service to Subscriber.

1.13. “*Polimorphic Service*” means the on-line service delivered by Polimorphic to Subscriber using the Polimorphic Platform as described in the Order Form.

1.14. “*Statement of Work*” means any mutually agreed upon work order or statement of work that specifies the Professional Services to be made available by Polimorphic hereunder.

1.15. “*Subscriber Data*” means Connected Account Data, and any other data uploaded or transmitted to the Polimorphic Service by Subscriber. Subscriber Data does not include Constituent Data.

1.16. “*Users*” means Subscriber’s employees, representatives, consultants, contractors, or agents authorized by Subscriber to access the Polimorphic Service for which applicable fees have been paid.

2. POLIMORPHIC SERVICE.

2.1. **Subscription to the Polimorphic Service.** Subject to the terms and conditions of this Agreement, commencing as of the Go-Live Date, Polimorphic hereby grants to Subscriber a non-sublicensable, non-transferable (except as provided in Section 12), non-exclusive subscription to access and use the Polimorphic

Service by solely for Subscriber's internal 3.
business purposes.

2.2 Support. Subject to the terms of this Agreement, Polimorphic shall use commercially reasonable efforts to (a) maintain the security of the Polimorphic Service; and (b) provide 9am – 5pm (EST) email support, excluding federal holidays.

ONBOARDING AND CONNECTED ACCOUNTS.

3.1. Connected Accounts. In order to access many of the features and functions of the Polimorphic, Service, Subscriber will need to link its Connected Accounts to the Polimorphic Service. By granting Polimorphic access to any Connected Account, (i) Subscriber represents and warrants that it is entitled to disclose any log-in information provided by Subscriber in connection therewith and/or to grant Polimorphic access to such Connected Accounts, (ii) Subscriber represents and warrants that it is in good standing with respect to such Connected Accounts, and (iii) Subscriber acknowledges that Polimorphic may access Connected Account Data so that it may be used in accordance with the terms of this Agreement. Subscriber further acknowledges and agrees that each Connected Account, including access to and use thereof and uptimes related thereto, is solely determined by the applicable provider of the relevant Connected Account. Polimorphic will have no liability for any unavailability of any Connected Account, or any third-party provider's decision to discontinue, suspend or terminate any Connected Account.

3.2. Integrating Connected Accounts. Subscriber acknowledges and agrees that in order to properly onboard to the Polimorphic Service and make full use of features and functions of the Polimorphic Service, Subscriber will need to integrate or connect to Connected Accounts with the Polimorphic Service. The Polimorphic Platform has certain prebuilt integrations readily available. In the event any integrations are required to be developed, Polimorphic may create such integrations in accordance with the terms set forth in *Exhibit B* and any mutually agreed upon Statement of Work.

3.3. Professional Services. Polimorphic will use commercially reasonable efforts to provide the Professional Services, as may be set forth in a Statement of Work from time to time. Polimorphic will perform the Professional Services in accordance with the terms set forth in *Exhibit B*. In the event of any conflict between the terms of this Agreement and any Statement of Work, the terms of this Agreement will control, unless the terms of the Statement of Work specifically identify those section(s) of this Agreement to be superseded by the Statement of Work, in which case the Statement of Work will control solely with respect to such section(s).

4. SUBSCRIBER'S USE OF THE POLIMORPHIC SERVICE.

4.1. Access and Security Guidelines. Each User will be provided access to and use of the Polimorphic Service through confidential account credentials. Subscriber will be responsible for all uses of its account, except to the extent caused by Polimorphic's negligence. Subscriber will promptly notify Polimorphic of any unauthorized use or access to its account. User seats may not be shared amongst other Users.

4.2. Restrictions. Subscriber will not, and will not knowingly permit any User or other party to: (a) reverse engineer, disassemble or decompile any component of the Polimorphic Platform; (b) interfere in any manner with the operation of the Polimorphic Service, or the Polimorphic Platform or the hardware and network used to operate the Polimorphic Service; (c) sublicense any of Subscriber's rights under this Agreement, or otherwise use the Polimorphic Service for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the Polimorphic Platform; or (e) otherwise use the Polimorphic Service in any manner that exceeds the scope of use permitted under Section 2.1.

5. FEES, PAYMENT AND SUSPENSION OF SERVICES. Subscriber will pay Polimorphic the fees for the Polimorphic Service as set forth on the applicable Order Form ("*Fees*"). All Fees owed by Subscriber in connection with this Agreement are exclusive of, and Subscriber shall pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Subscriber in connection with this Agreement, except for employment taxes and taxes based on Polimorphic's income. Polimorphic reserves the right (in addition to any other rights or remedies Polimorphic may have) to discontinue the Polimorphic Service and suspend Subscriber's access to the Polimorphic Service if any Fees set forth in the applicable Order Form are more than thirty (30) days overdue until such amounts are paid in full. Subscriber shall maintain complete, accurate and up-to-date Subscriber billing and contact information.

6. CONFIDENTIAL INFORMATION. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the Polimorphic Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. OWNERSHIP AND DATA.

7.1. Polimorphic Platform and Technology. Subscriber acknowledges that Polimorphic retains all right, title and interest in and to the Polimorphic Platform; Integration Tools and all software and all Polimorphic proprietary information and technology used by Polimorphic or provided to Subscriber in connection with the Polimorphic Service (the "*Polimorphic Technology*"), and that the Polimorphic Technology is protected by intellectual property rights owned by or licensed to Polimorphic. Other than as expressly set forth in this Agreement, no license or other rights in the Polimorphic Technology are granted to the Subscriber. Subscriber hereby grants Polimorphic a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Polimorphic Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Users, relating to the Polimorphic Service. Polimorphic shall not identify Subscriber as the source of any such feedback.

7.2. Subscriber Data. Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Polimorphic a non-exclusive, worldwide,

royalty-free and fully paid-up license to: (a) access and use Subscriber Data to provide the Polimorphic Services to Subscriber; and (b) use Subscriber Data on an aggregated and anonymized basis to improve the Polimorphic Services; *provided, that*, the license grant in subpart (b) shall be perpetual and irrevocable. Subscriber represents and warrants that it has all necessary rights to grant Polimorphic the foregoing licenses.

7.3. Constituent Data. Subscriber acknowledges that Polimorphic's collection, use and disclosure of Constituent Data is and shall be governed by Polimorphic's privacy policy available at: <https://www.polimorphic.com/privacy-policy>, as may be updated by Polimorphic from time to time.

7.4. Data Security. Polimorphic currently utilizes Amazon Web Services, a reputable hosting services provider, to store all Subscriber Data; *provided, that*, Polimorphic may utilize other hosting service providers of similar repute, such GCP or Microsoft Azure. In the event Polimorphic becomes aware of any loss or unauthorized access, disclosure or use of any Subscriber Data ("*Security Breach*"), Polimorphic will (i) promptly notify Subscriber in writing of such Security Breach, and (ii) take reasonable steps to identify the cause of such Security Breach, minimize the harm associated therewith and prevent reoccurrence thereof. Any notification of any Security Breach will describe, to the extent known, details of the Security Breach, including steps taken to mitigate the potential risks.

7.5. Performance Data. Polimorphic retains all right, title and interest in and to the Performance Data, and may use Performance Data for any lawful purpose.

8. TERM AND TERMINATION.

8.1. Term. The term of this Agreement will commence on the Effective Date and continue until all Order Forms have expired, unless terminated earlier in accordance with the terms of this Agreement (the "*Term*"). Unless otherwise set forth in an Order Form, each Order Form will have an initial term of one (1) year (the "*Initial Order Term*"), and will automatically renew for successive one (1) year terms (each, a "*Renewal Order Term*" and collectively with the Initial Order Term, the "*Order Term*"), unless either party provides no less than thirty (30) days written notice of its intent to terminate the Order prior to the end of the then-current term. Unless otherwise stated in the Order Form, the pricing for the Initial Order Term and each subsequent Renewal

Order Term, will be based on the total number of Constituents who are natural persons within Subscriber's municipality, city, township or village at the commencement of the then-current term. The number of Constituents will be determined by Polimorphic, and Polimorphic will provide notice to Subscriber thereof, no less than sixty (60) days prior to the commencement of any Renewal Order Term using publicly available U.S. Census Bureau data available at <http://census.gov/data.html>.

8.2. Termination. Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Upon the expiration or termination of this Agreement for any reason, (a) any amounts owed to Polimorphic under this Agreement will become immediately due and payable; and (b) each party will return to the other all property (including any Confidential Information) of the other party. Polimorphic agrees that upon expiration or termination of this Agreement, Polimorphic will remove all Subscriber Data from the Polimorphic Platform and all Subscriber access to the Polimorphic Service will cease. Sections 1, 5, 6, 7, 8.2, 9.2, 9.3, 10-12 will survive the termination of this Agreement.

9. WARRANTY; DISCLAIMER.

9.1. Limited Warranty. During the Term, Polimorphic warrants that the Polimorphic Service, when used as permitted by Polimorphic and in accordance with the Documentation, will operate as described in the Documentation in all material respects. If Subscriber notifies Polimorphic of any breach of the foregoing warranty, Polimorphic shall, as Subscriber's sole and exclusive remedy, provide use commercially reasonable efforts to repair and fix the non-conforming service.

9.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE POLIMORPHIC SERVICE, POLIMORPHIC PLATFORM AND DOCUMENTATION ARE PROVIDED "*AS IS*" AND "*AS AVAILABLE*" AND (B) POLIMORPHIC AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.3. CONNECTED ACCOUNTS. Subscriber acknowledges that Polimorphic has no control over, or other ability or obligation with respect to the maintenance, upkeep, status or support of

any Connected Accounts or other component thereof, including the accuracy, timeliness, reliability, or completeness of any Connected Account Data. Subscriber further acknowledges that, as a result, Polimorphic will not be for any inaccuracies, losses or other liabilities arising from or related to any notifications, results, records or other outputs created or provided by the Polimorphic Service (collectively, "Outputs") that are based on the Connected Account Data. Accordingly, Polimorphic makes no representations or warranties with respect to the accuracy, timeliness, reliability or completeness of any Outputs. Polimorphic will have no liability with respect to any Outputs, any acts, omissions, reliance, delays, errors or other liabilities arising from or related to any Outputs, or any downtime, unavailability, inaccuracies or failures of any Connected Accounts. Subscriber represents and warrants that it has all necessary rights and authority to disclose any account credentials and passwords provided by Subscriber to Polimorphic related to any Connected Accounts, and that Polimorphic's access to and use of any Connected Accounts will not require Polimorphic to pay any amounts to any third party.

10. INDEMNITY.

10.1. By Polimorphic. If any action is instituted by a third party against Subscriber based upon a claim that the Polimorphic Service or Polimorphic Platform, as delivered, infringes any third party's intellectual property rights, Polimorphic shall defend such action at its own expense on behalf of Subscriber and shall pay all damages attributable to such claim which are finally awarded against Subscriber or paid in settlement. If the Polimorphic Service or Polimorphic Platform is enjoined or, in Polimorphic's determination is likely to be enjoined, Polimorphic shall, at its option and expense (a) procure for Subscriber the right to continue using the Polimorphic Service, (b) replace or modify the Polimorphic Platform or Polimorphic Service so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Subscriber's access to the Polimorphic Service and refund any amounts previously paid for the Polimorphic Service attributable to the remainder of the then-current term. This Section sets forth the entire obligation of Polimorphic and the exclusive remedy of Subscriber against Polimorphic for any claim that the Polimorphic Service infringes a third party's intellectual property rights.

10.2. By Subscriber. Solely to the extent permitted under applicable State law of the subscriber, if any action is instituted by a third

party against Polimorphic relating to (a) any claims or disputes between Subscriber and any provider of any Connected Account or any Constituent, (b) Subscriber's breach or alleged breach of Section 2.1, or (c) Subscriber's use of the Polimorphic Services in violation of any applicable laws, rules or regulations, Subscriber will defend such action at its own expense on behalf of Polimorphic and shall pay all damages attributable to such claim which are finally awarded against Polimorphic or paid in settlement of such claim. This subsection states the sole and exclusive remedy of Polimorphic and the entire liability of Subscriber for the claims and actions described herein.

10.3. Procedure. Any party that is seeking to be indemnified under the provision of this Section 10 must (a) promptly notify the other party (the "Indemnifying Party") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "Claim"), and (b) give the Indemnifying Party the sole control over the defense of such Claim.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL POLIMORPHIC OR SUBSCRIBER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL POLIMORPHIC OR SUBSCRIBER'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY POLIMORPHIC FROM SUBSCRIBER PURSUANT TO THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.



12. GENERAL PROVISIONS.

Polimorphic may use Subscriber's name and logo on Polimorphic's website and identify Subscriber as a Subscriber of Polimorphic. Neither party may assign any rights or obligations arising under this Agreement, without the prior written consent of the other; *except* that either party may assign this Agreement without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subscriber agrees that Polimorphic may subcontract certain aspects of the Polimorphic Service to qualified third parties, *provided that* any such subcontracting arrangement will not relieve Polimorphic of any of its obligations hereunder. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts

**EXHIBIT A
POLIMORPHIC ORDER FORM**

This Polimorphic Order Form (the "Order Form") is by and between Polimorphic., a Delaware corporation, ("Polimorphic") and the entity listed as Subscriber below ("Subscriber"). This Order Form is governed by the Master Subscription Agreement between Polimorphic and Subscriber and into which this Order Form is incorporated by reference (collectively, the "Agreement"). Polimorphic and Customer, collectively the "Parties", cause this Order Form to be executed by our authorized representatives as of the Effective Date set forth below ("Effective Date"). In the event of any conflict between any provision in this Order Form and any provision in the Agreement, the terms set forth in this Order Form will prevail to the extent of such conflict, but solely with respect to this Order Form.

Subscriber Name: Tooele County	Subscriber Business Contact Name: Scott Persons
Population 24,434	Order Form Effective Date: November 13, 2023
Street Address For Notice: 47 South Main Street, Tooele, UT 84074	Initial Order Term Early Adopter Pilot Project November 15, 2023 - October 31, 2024 \$15,000.00
<p><u>Additional Fees & Services</u> Installation Fees: Waived - Early Adopter Onboarding Fees: Waived - Early Adopter</p> <p>Features Included: Subscriber will have access to all current features and capabilities of Polimorphic Solution, including unlimited processes and users for two (2) departments.</p> <p>Integrations: Custom integrations with existing or future software owned or utilized by the County will be developed, assuming vendors actively and positively engage with Polimorphic to develop such features, for the following pricing: One (1) initial custom integration - Fee Waived Any additional custom integrations - \$5,000 per integration</p>	
<p>Additional Terms: * This discounted pricing is provided through the Early Adopter Pricing Program, as solely defined by Polimorphic Inc. This does not reflect pricing for other municipalities. This offer is only active from October 5, 2023 - November 30, 2023.</p>	

Polimorphic	Subscriber
By: Parth Shah	By: Scott Persons
Title: Chief Executive Officer	Title: Information Technology Director
Date: 11/13/2023	Date:
Signature: 	Signature: 

APPROVED AS TO FORM:



Nathan Harris
Deputy Tooele County Attorney

Exhibit B

Professional Service Terms

1. **Services.** Polimorphic agrees to render professional services, including training, consulting and project management, to Subscriber as set forth in the applicable Statement of Work. All Professional Services will be provided remotely unless otherwise agreed in the applicable Statement of Work. If the Professional Services are to be provided on Subscriber's premises (a) Subscriber shall provide safe and adequate space, power, network connections and other resources as required by Polimorphic, (b) Subscriber will provide subject matter experts and other personnel as required, and (c) Polimorphic shall adhere to Subscriber's established written guidelines, which shall be provided to Polimorphic, concerning on-site visits by contractors and the use of Subscriber's computer equipment.
2. **Project Administration.** The contact for Subscriber shall provide Polimorphic all assistance and guidance necessary for the performance of the Professional Services. All Subscriber personnel assigned to provide such assistance and guidance will have appropriate skills, training, education and knowledge necessary.
3. **Requirements.** Subscriber will reasonably cooperate with Polimorphic in the performance of the Professional Services. Such cooperation may include, (a) the provision of reasonable remote network access to those Subscriber systems that utilize the Professional Services, and (b) making available suitably trained personnel with sufficient knowledge of Subscriber's systems and/or Connected Accounts, during normal business hours. Subscriber will notify Polimorphic at least twenty four (24) hours in advance if any scheduled meeting needs to be rescheduled.
4. **Change Orders.** In the event either party desires to change the scope or duration of any Statement of Work, the party desiring such change must submit a change proposal to the other party detailing the desired changes to be made to the Professional Services (a "**Change Proposal**"). The receiving party will promptly provide written acceptance or-rejection of the Change Proposal. If such Change Proposal is accepted, the parties will amend the applicable Statement of Work to include the terms of such Change Proposal.
5. **Compensation.** Polimorphic shall be paid the fees set forth in the Statement of Work for time spent performing the Professional Services. Subscriber shall also reimburse Polimorphic for reasonable travel, lodging and meal expenses for Professional Services performed outside of Polimorphic's site which Polimorphic is required to incur in providing the Professional Services. Polimorphic shall provide Subscriber with invoices detailing the consulting hours, fees and expense reimbursements due Polimorphic, and shall itemize and provide receipts for expenses over twenty five dollars upon request. Subscriber shall be responsible for all taxes associated with the Professional Services and the payment of fees for the Professional Services except taxes based on Polimorphic's income.
6. **License to Polimorphic.** Subscriber acknowledges that in order to perform the Professional Services, Polimorphic may be required to have access to certain Subscriber software or other material of Subscriber or Subscriber's suppliers ("**Subscriber Material**"). Subscriber grants to Polimorphic the right to use Subscriber's software and other materials solely as required for Polimorphic's performance of the Professional Services hereunder.
7. **Limited Warranty.** Polimorphic shall perform the Professional Services in a good and workmanlike manner. Subscriber's sole remedy and Polimorphic's sole liability for a breach of the foregoing shall be for Polimorphic to at its option either re-perform the Professional Services or refund sums paid for such Professional Services. POLIMORPHIC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PROFESSIONAL SERVICES PROVIDED HEREUNDER AND WORK PRODUCT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. POLIMORPHIC DOES NOT WARRANT OR REPRESENT THAT THE WORK PRODUCT WILL BE FREE FROM BUGS OR THAT THE USE OF SUCH WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE WORK PRODUCT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Subscriber understands that Polimorphic is not responsible for and will have no liability for hardware, software, or other items or any services provided by any persons other than Polimorphic, including without limitation, items supplied by Subscriber.