

Revcard Sales Warranty Statement

FIVE-YEAR LIMITED HARDWARE WARRANTY

All purchases of Revcard systems include a limited hardware warranty plan that covers defects in materials and workmanship. This plan is intended to cover all internal components and the chassis of any Revcard system for a period of five years from the date of purchase. If a claim has been made for equipment over five years, normal hourly repair rates, equipment, and shipping charges will apply. Once a warranty claim has been made, the customer has two options as to how the claim is processed. First, the customer can request an RMA number from Revcard to return the non-functioning Revcard system directly to the Revcard Facility at Revcard's expense. Second, the Customer can request that an Advanced Replacement Authorization (ARA) for the component(s) be shipped to the customer the next business day, subject to availability at Revcard's expense. The customer should specify to the Revcard support agent how the claim is to be handled. It is up to the customer to handle any site or scheduling conflicts. Note that all incoming RMA/ARA requests must be received by 2:00 PM CST to qualify for Next Business Day Delivery Service. All warranty claims and shipping charges are subject to rejection after inspection and validation by the Revcard Service Facility. If it is determined that damage, neglect, or acts of God have caused the failure of the Revcard System or part, the warranty claim will be rejected, and a Revcard Sales Agent will contact the customer to discuss repair options. All normal hourly repair rates, equipment, and shipping charges will apply. Please note that all replacement parts and any hardware used to upgrade an existing system carry a 90-day warranty.

ONE-YEAR LIMITED SOFTWARE WARRANTY

With the purchase of a Revcard system, the Buyer gets a one-year software warranty. In addition, one year of RevShield is included at the RSPLUS rate. This plan provides for 24/7 support and Software Upgrades, Patches, and Hot Fixes based upon the terms and conditions in RevShield Service Level Agreement. For systems over five years, Revcard cannot guarantee full software support and upgrades if the hardware does not meet requirements. Please see the Revcard Service Level Agreement for further detail.

LIMITATION OF LIABILITY OF HARDWARE AND SOFTWARE WARRANTY

1. Revcard warrants that its products, at the time of shipment by Revcard, are free from defects in material or workmanship for the respective warranty periods as specified above.
2. To assure conformance with operating limitations, the Buyer should refer to the applicable datasheet.
3. The warranty is void (i) if the Product is not operated in conformance with installation, environmental, mechanical, or electrical requirements or within thermal stress limits, or (ii) to the extent that any malfunction is the result of misuse, abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation, or handling, or if the original identification markings on the Product have been removed, defaced or altered.
4. The foregoing warranty is subject to Buyer's (i) promptly written claim and (ii) timely provision to Revcard of an opportunity to inspect and test the Product claimed to be defective. Such inspection may be on Buyer's premises and/or Revcard may request the return of the Product at Buyer's expense. However, Revcard shall not be responsible for packing, inspection, or labor costs in connection with the return of the Product. No Product shall be accepted for warranty service that is not accompanied by a Return Authorization issued by Revcard.
5. The liability of Revcard hereunder or otherwise is solely and exclusively limited to replacement (new or refurbished Product), repair, or credit of the amortized purchase price, as Revcard may elect, for any Product which is returned by Buyer during the applicable warranty period, or services for which timely notice of defect has been given by Buyer, and which are found by Revcard to be subject to adjustment under this warranty.
6. Revcard's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of Revcard's rendering of technical advice, facilities, or services in connection with Buyer's order or the products furnished hereunder.
7. **REVCORD MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.**
8. **IN NO EVENT SHALL REVCORD BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF ANTICIPATED PROFIT, OR OTHER ECONOMIC LOSS OR FOR ANY DAMAGES ARISING IN TORT, WHETHER BY REASON OF STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE REGARDLESS OF WHETHER IT HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH.**

CYBER WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

1. The parties agree that the cloud Services to be rendered under this Agreement are a novel and diverse type of service and that in the case of a deficiency in performance the following provisions shall apply exclusively.
2. We warrant that during the services period, we will perform the services using commercially reasonable care and skill in all material respects as described in the Product Specifications. We do not warrant that the Services will be performed error-free or uninterrupted, that we will correct all Services errors, or that the Services will meet Buyer requirements or expectations. We are not responsible for any issues related to the performance, operation or security of the Services that arise from Buyer content or third-party content or services provided by third parties.
3. If a case of malperformance arises, Buyer shall, without undue delay but at the latest within two weeks from when Buyer first became aware of it, provide us with a written notice that describes the deficiency in the services (including, as applicable, the service request number notifying us of the deficiency in the Services). If Buyer fails to notify Revcard as required by this paragraph then any claims and rights out of the respective case of malperformance, to the extent Buyer could observe it, shall be excluded.
4. After having given notice pursuant to Section 14.3, Buyer shall provide Revcard with the opportunity to remedy the notified case of malperformance. If this is substantially achieved, then any potential breach of duty by Revcard is deemed to have been remedied. If the case of malperformance cannot be remedied by a reasonable deadline, Buyer shall be entitled to terminate the affected order for cause with a reasonable grace period. In the case of intentional or negligent malperformance on the part of Revcard, Buyer might have, in addition to the aforementioned termination right, a claim for damages subject to the limitations set forth in Section 15. Any claims or rights arising from a case of malperformance shall become time-barred six months after such case was first notified or should have been notified pursuant to Section 14.3.

CYBER LIMITATION OF LIABILITY

1. Revcard is liable for damages (including expenses) regardless of the legal reason (e.g. damages resulting from breach of contract or quasi contract, neglect of duty, tort) as follows as it relates to Cyber claims:
 - a. In case of gross negligence of Revcard's legal representatives and executives, Revcard is liable according to statutory laws.
 - b. In case of gross negligence of a primary duty as described in Section 2 herein, Revcard 's liability is limited to the statutory law but in no event more than \$50,000. A cardinal duty is any obligation, the fulfillment of which is a prerequisite for enabling the proper Cloud Services in the fulfillment of the contract in the first place and in the observance of which Buyer may normally trust ("Cardinal Duty").
 - c. In case of slight negligence resulting in a breach of a Cardinal Duty, Revcard's liability is limited to the typical contractual damages foreseeable at the time the contract was concluded. Buyer and Revcard agree that the typical contractual and foreseeable damages in no event exceed the total amounts actually paid under Buyer order for the Services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.
2. Cardinal Duty: Revcard represents and warrants that Revcard will make the Products available from, and house Customer Data within, facilities only within the United States of America (the "COMPANY Facilities"). Revcard will implement and maintain reasonable administrative, technical, and physical safeguards sufficient to secure the Revcard Facilities, systems and Customer Data from unauthorized access, destruction, loss and alteration and to ensure the security of Customer Data. All Customer Data must be transmitted by Revcard using encryption technology or a comparable secure technology and all Customer Data stored by Revcard in fixed storage media and on portable storage media shall be encrypted using 256 bit encryption technology or such other more secure industry standard technology. Any archival media containing Customer Data may be stored by Revcard at a secure off-site facility and shall be used by Revcard solely for back up and disaster recovery purposes. When Revcard employees or people working on behalf of Revcard leave the Revcard or change job functions, Revcard shall promptly disable access to Customer Data or alter access to reflect their new status. All services required for the restoration of Customer Data that can be restored due to Revcard's failure to perform its obligations shall be at no additional charge to Buyer within commercially reasonable terms. Revcard shall ensure that Revcard personnel do not, and do not attempt to, break, bypass or circumvent, any security system of Buyer, or obtain, or attempt to obtain, unauthorized access to any Customer Data.

Entire Warranty Agreement

This Warranty Agreement provided by Revcard shall contain the entire Warranty Agreement between the parties. This Warranty Agreement may not be modified except by a written amendment signed by an authorized representative of each party. Any provisions of this Agreement that conflict with the Terms And Conditions Of Sale shall be superseded by those terms and conditions.