

REVCORD TERMS AND CONDITIONS OF SALE

Any sale by Stonehenge Properties, Ltd. dba Revcard ("Revcord") of Product (the "Product") is expressly made conditional on the customer and/or Dealer (hereinafter "Buyer") agreeing to these Terms and Conditions of Sale. The Buyer's acceptance of delivery of any part of Products/Services sold shall constitute such assent and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Any conflict between these Terms and Conditions and the Customer, Revcard dealer or Revcard distributor agreements shall refer to the be superseded by this agreement and void the terms or conditions therein.

1. PRICES AND TERMS OF PAYMENT

1.1 Unless otherwise specified by Revcard in writing, prices and terms of payment shall be those set forth in the applicable Price Schedule. Revcard reserves the right to change or withdraw prices for the Products or services it offers for sale without prior notice. Partial shipments or performance made within this period will not obligate Revcard to make further shipments or performance at these prices after the expiration of the 30-day period.

1.2 Prices are in United States dollars payable in Houston, Texas, USA, unless otherwise specified.

1.3 Volume discounts and price level discounts will be forfeited from failure to comply with stated invoice payment terms on face of invoice.

1.4 All taxes and other charges imposed by federal, state, local, or foreign governments on the manufacture, sale, shipment, import, export, or use of the Products or services shall be added to the price by written request from the customer and billed to and paid by Buyer. Buyer shall defend, indemnify, and hold harmless Revcard from and against all liabilities for such taxes or charges and attorneys' fees or costs incurred by Revcard in connection therewith.

1.5 Payment Terms are Net 30 days from receipt of Products. Revcard provides for a temporary license for all systems sold which is good for 45 days. Upon receipt of payment, Revcard will convert this to a permanent license. If payment is not received within 45 days, the web-based application will cease to operate until payment is received. The Revcard system will continue to record but access to the recorder will be limited.

2. **ACCEPTANCE, MINIMUM ORDER RELEASE** - Any quotation or proposal is subject to change or cancellation by Revcard at any time without notice, and, in any event, expires 30 days from its date, unless otherwise indicated therein or extended in writing by Revcard on the quote. Revcard's quotation or proposal does not constitute an offer by Revcard, and any order or orders placed thereon are not binding on Revcard until Revcard's acceptance in writing in Houston, Texas, USA has been sent to Buyer. The banking, negotiation, endorsement, or other use of Buyer's down payment, if any, shall not constitute acceptance by Revcard. THE MINIMUM ORDER AND SHIPPING RELEASE FOR ALL PRODUCTS IS \$125 IN BILLING VALUE PER ORDER.

3. **DELIVERY** - Revcard shall have the right to make deliveries or perform services in installments. Partial shipments or performance will be billed as made, and payments therefor are subject to the terms of payment referenced herein. All delivery indications or completion dates are estimated and are dependent in part upon prompt receipt of all necessary information to service an order. Revcard reserves the right to allocate, in its sole discretion, inventories, production, and services when such allocation becomes necessary. In no event will Revcard be liable for any premium transportation, reprourement, or other costs or losses incurred by Buyer as a result of Revcard's failure to deliver products in accordance with indicated delivery/performance schedules. Delivery shall be Ex Works (defined in INCOTERMS 2000) Seller's plant. In the event Revcard pays transportation and insurance beyond the point of shipment to the destination specified by Buyer, all such costs will be billed as a separate item on the invoice. All shipments normally will be made via the most economical method and routing consistent with service requirements as selected by Revcard.

4. PATENTS AND PATENT WARRANTY

4.1 Revcard has the right to defend, or at its option to settle, any third party claim, suit or proceeding brought against Buyer alleging an infringement of a U.S. patent by a Revcard Product sold to Buyer. Revcard shall pay, subject to the limitations hereinafter set forth, any final judgment entered against Buyer on such issue in any suit or proceeding defended by Revcard. The foregoing obligations are subject to Buyer's prompt, written notification of any such claim, suit, or proceeding, and its provision of full information and assistance to settle and/or to defend any such claim, suit or proceeding. If the Product, or any part thereof, becomes, or in the opinion of Revcard may become, the subject of any claim, suit, or proceeding for infringement of, or in the event of an adjudication that such Product or part infringes, any U.S. patent, Revcard may, at its option and its expense: (1) procure for Buyer the right to use, lease, or sell, as appropriate, such Product or part, or (2) replace such Product or part, or (3) modify such Product or part, or (4) remove such Product or part and refund the aggregate payments and transportation costs paid therefor by Buyer less a reasonable sum for use, damage, and obsolescence. Revcard shall have no liability for, and Buyer shall indemnify, defend and hold harmless Revcard to the extent of, any infringement arising from the following: (i) the combination of such Product or part with any other Product or part whether or not furnished to Buyer by Revcard, or (ii) the modification of such Product or part, at the request of Buyer, whether or not such modification was made by Revcard, or the compliance by Revcard with any Buyer designs, specifications, or instructions or (iii) the use of such Product or part in practicing any process, or (iv) the furnishing to Buyer of any information, data, service, or application assistance. Revcard shall not be liable for any costs or expense incurred without Revcard's written authorization and in no event shall Revcard's total liability to Buyer under, or as a result of compliance with, the provisions of this paragraph exceed the aggregate sum paid to Revcard by Buyer for the allegedly infringing Product or part, exclusive of any refund under option (4) above. The foregoing states the entire warranty by Revcard, and the exclusive remedy of Buyer, with respect to any alleged patent infringement by such Product or part. In the event that a Buyer is an authorized distributor of Revcard, and as a condition of sale, such warranty, subject to the terms and conditions hereof, shall be extended to the direct purchasers from such distributor of the Products covered hereby.

4.2 No sale or lease hereunder shall convey any license by implication, estoppel, or otherwise, under any proprietary or patent rights of Revcard, to practice any process with such Product or part, or for the combination of such Product or part with any other Product or part.



866.559.2128 – Toll Free
281.404.7040 – Main
www.revcard.com

1250 Wood Branch Park Dr.
Suite 490
Houston, Texas 77079

5. OTHER WARRANTIES, LIMITATION OF LIABILITY

5.1 Revcard warrants that its products, at the time of shipment by Revcard, are free from defect in material or workmanship for the respective warranty periods specified in the Revcard Price Schedule.

5.2 To assure conformance with operating limitations, Buyer should refer to the applicable data sheet.

5.3 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.

5.4 The foregoing warranty is subject to Buyer's (i) promptly written claim within 14 days 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 Product. No Product shall be accepted for warranty service that is not accompanied by a Return Authorization issued by Revcard.

5.5 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.

5.6 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.

5.7 EXCEPT FOR LIABILITY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 4 (INTELLECTUAL PROPERTY) AND SECTION 15 (CYBER SECURITY), REVCARD MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

5.8 IN NO EVENT SHALL REVCARD 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.

6. INSPECTION OF PRODUCTS - Products shall be inspected by Buyer upon delivery and services, upon performance. Notice of rejection or claim for shortages, damaged Product, or other nonconformity must be submitted by Buyer to Revcard in writing within 30 days of shipment or performance and must specify the particular respects in which the delivery, Products, or services, as applicable, are nonconforming. Buyer shall have no right to exercise any remedial rights until notice of nonconformity has been given to Revcard and Revcard afforded a reasonable opportunity to cure such nonconformity, if appropriate.

7. RETURNS - Any requests for the return of Products because of "ordered in error" or "cancellation" (after shipment has been made), must be made within 30 days of shipment, or Product is otherwise deemed accepted. If approval is given by Revcard to return Product, a restocking charge will be deducted from the amount of credit issued by Revcard. ALL RETURNS MUST BE ACCOMPANIED BY A RETURN AUTHORIZATION NUMBER ISSUED BY REVCARD OR WILL BE RETURNED TO BUYER.

8. CANCELLATION, HOLD, OR STOP-WORK NOTICES - Buyer may send Revcard a cancellation, hold, stop-work, or similar notice at any time applicable to any unshipped portion of any order not involving a special or custom Product, and such notice will be accepted by Revcard subject to the following conditions:

8.1 Any hold, stop-work, or similar notice shall be treated as a cancellation notice if and when, in the opinion of Revcard, circumstances warrant such treatment.

8.2 Buyer shall pay a cancellation charge specified by Revcard which shall include adjustment of the billing price to Revcard's established price applicable to the quantity actually delivered, and may include, among other things, all costs, both direct and indirect, incurred and committed with a reasonable allowance for prorated expenses.

8.3 Revcard will be under no further obligation with respect to filling the order to which such notice applies.

9. FORCE MAJEURE - Revcard's shall not be liable for any failure in performance to the extent caused by an Act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, Government Act or regulation, fire, flood, explosion, production delays, accident, theft, climatic conditions, shortage of material, strike, lockout, or trade dispute (whether Revcard's or another party's employees), third party supplier's actions, or other cause beyond Revcard's reasonable control. The period of the contract shall be correspondingly extended by the period of such delay, if deliveries/services are suspended for six months or more, Revcard may at its option, by written notice to Buyer, without liability or penalty and without relieving Buyer of its obligation to pay for any products/services which have been delivered, cancel the contract with respect to any undelivered Products/services.

10. SECURITY INTEREST - Revcard retains a security interest in those Products for which amounts remain unpaid, as of the date of delivery. Buyer shall not otherwise sell, offer for sale or otherwise encumber, nor grant any higher priority interest in these Product(s) while any portion thereof remains unpaid. Buyer appoints Revcard as its attorney in fact to prepare, sign and file or record any financing statement, applications for registration and similar papers and to take any other action deemed necessary or desirable in order to perfect Revcard's security interest. Once the Product is fully paid, Buyer may request Revcard to withdraw any financing statements previously filed hereunder.

11. BUYER'S SOLVENCY - Buyer's order shall constitute a representation that Buyer is solvent. If Revcard at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof and Revcard may, without liability to Buyer, withhold performance

hereunder, change the payment terms including, without limitation, declaring all amounts to be immediately due and payable, and/or repossess products previously delivered.

12. REVCORD'S DAMAGES - If Buyer wrongfully rejects or revokes acceptance of Products/services covered hereby, or fails to make any payment when due, or repudiates this order, Revcard shall have all the rights and remedies provided by law and, without limitation of the foregoing, may recover as damages, where permitted by applicable law, the price including a late payment or interest charge from due date at one and one-half percent (1-1/2%) per month on the unpaid balance, but not to exceed the maximum rate of interest permitted by law, and any costs of collection, including reasonable attorneys' fees. As to all partially manufactured Products, Revcard may, at its option complete their manufacture, and hold Buyer responsible for their price. Upon recovery of the price, the Products shall become the property of Buyer.

13. GENERAL

13.1 No addition to, deletion from, or modification of any of the provisions of these Terms and Conditions of Sale shall be binding upon Revcard, unless made in writing and signed by a duly authorized officer or employee of Revcard. Oral statements, warranties, or representations made by any agent or employee or representative of Revcard are not authorized by Revcard and shall be of no force or effect. These Terms and Conditions of Sale are the final, complete, and exclusive statement of the terms of the agreement between Revcard and Buyer. ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER ARE OBJECTED TO AND HEREBY REJECTED.

13.2 A waiver by Revcard of any default by Buyer or of any of these Terms and Conditions of Sale shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these Terms and Conditions of Sale, but shall apply solely to the instance in which the waiver is directed.

13.3 This agreement may not be assigned by Buyer without Revcard's written consent.

13.4 These Terms and Conditions of Sale shall be construed in accordance with the laws of the State of Texas, USA, including, where otherwise applicable, the United Nations Convention on Contracts for the International Sale of Goods. In the event of any inconsistency between the terms hereof and the provisions of such Convention, the terms hereof shall prevail. Any claims arising hereunder by either party shall be brought in an appropriate court of general jurisdiction in the State of Texas, USA, and Buyer irrevocably accepts the jurisdiction of such courts and consents to service of process by registered or certified mail at its address as it appears on the reverse side hereof or any attachment hereto.

14. CYBER WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15. CYBER LIMITATION OF LIABILITY

15.1 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 14.2, Revcard 's liability is limited to the statutory law but in no event more than \$50,000 per event. 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.

15.2 **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



866.559.2128 – Toll Free
281.404.7040 – Main
www.revcord.com

1250 Wood Branch Park Dr.
Suite 490
Houston, Texas 77079

more secure industry standard technology. Any archival media containing Customer Data may be stored by Revcord at a secure off-site facility and shall be used by Revcord solely for back up and disaster recovery purposes. When Revcord employees or people working on behalf of Revcord leave the Revcord or change job functions, Revcord 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 Revcord's failure to perform its obligations shall be at no additional charge to Buyer within commercially reasonable terms. Revcord shall ensure that Revcord 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.

16. UNITED STATES EXPORT LAWS

16.1 Revcord's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulations in the export, resale or disposition of Products.

16.2 Quotations or proposals made, and any orders accepted by Revcord from a Buyer outside the United States are with the understanding that the ultimate destination of the Products is the country indicated therein. Diversion of the Products to any other destination contrary to United States law is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products to any other destination, Buyer shall immediately inform Revcord of the correct ultimate destination.