

1 Terms

- 1.1 These are the standard terms and conditions of REVEAL MEDIA USA INC. ('Reveal') for the provision of support services to a Customer pursuant to, and governing, any Order for Supported Equipment and/or Supported Software.
- 1.2 For the purposes of these terms and conditions the following expressions shall have the following meanings:

'Customer'	shall mean a purchaser from Reveal of Supported Equipment and/ or Supported Software;
'Product Care Plan'	a service plan which has either been purchased in respect of the Supported Equipment or which applies to that equipment; a Product Care Plan consists of: <ul style="list-style-type: none"> the Reveal Warranty (whether or not extended), or Reveal Care, or Reveal Care Plus;
'Reveal Warranty'	Reveal's standard warranty terms applicable to the Supported Equipment either (i) when purchased new or (ii) when an extension of that warranty has been purchased and for which the applicable Support Fee had been paid by a Customer; the terms and limitations applicable are those provided with the relevant Supported Equipment (and which can be provided upon request);
'Reveal Care'	an enhanced product protection service as specified in clause 2 below or any extension thereof that has been purchased and for which the applicable Support Fee had been paid by a Customer and that is subject to these terms and conditions;
'Reveal Care Plus'	an enhanced product protection service as specified in clause 3 below or any extension thereof that has been purchased and for which the applicable Support Fee had been paid by a Customer and that is subject to these terms and conditions;
'Software Support Service'	the support services provided by Reveal as specified in clause 4 below and that is subject to these terms and conditions;
'Support Case'	a Support Request by a Customer for support services under a current and valid Product Care Plan or Software Support Service and which claim is determined by Reveal to be potentially valid in accordance with clause 4;
'Support Fee'	the charges made from time to time by Reveal for the support services or warranty extensions specified by and agreed with the Customer;
'Support Period'	the period of cover applicable to a Product Care Plan or the Software Support Service purchased by the Customer;
'Support Request'	a request by a Customer for support services under a Product Care Plan or the Software Support Service that may become a Support Case;
'Supported Equipment'	equipment which is sold by Reveal to a Customer and which Reveal agrees to support;
'Supported Software'	software which is licensed by Reveal to a Customer and which Reveal agrees to support, the terms of which license are set out separately in a written agreement entered into between Reveal and Customer.

- 1.3 Equipment purchased as new by a Customer from Reveal is subject to and has the benefit of the Reveal Warranty. There is no Support Fee for the duration of the Reveal Warranty (unless that warranty is extended in accordance with clause 1.7).
- 1.4 Provided the Customer duly pays the appropriate Support Fee for the level of Product Care Plan, Reveal shall for the Support Period provide the Customer with support services applicable to the Product Care Plan for which the Customer has paid in accordance with these terms for the Supported Equipment.
- 1.5 Provided the Customer duly pays the appropriate Support Fee for the Software Support Service, Reveal shall for the Support Period provide the Software Support Service applicable to the Supported Software to the Customer.
- 1.6 Reveal may increase any Support Fee by giving the Customer reasonable notice of the increase. Unless otherwise agreed in writing, any such increase will apply to any purchase by the Customer that occurs after such notice of (a) any renewal or extension of a Product Care Plan or the Software Support Service in accordance with clauses 1.7 or 1.8 and (b) any new Product Care Plan or the Software Support Service.

- 1.7 Subject to Reveal's agreement and prior to the end of the Support Period (unless otherwise agreed in writing with Reveal), the Customer may, in respect of Supported Equipment and by payment of the appropriate Support Fee to Reveal, (a) purchase a renewal or extension of its existing Product Care Plan or (b) purchase a lower level of Product Care Plan. Any such Product Care Plan purchased shall commence at the expiry of the current Support Period applicable to the Supported Equipment. The Customer cannot upgrade its Product Care Plan to a higher level of support service than its current Product Care Plan. Reveal will have no obligation to extend or renew a Product Care Plan if such extension would cause the relevant Support Period to extend beyond the fifth anniversary of the date the Supported Equipment was purchased.

- 1.8 Subject to Reveal's agreement and prior to the end of the Support Period (unless otherwise agreed in writing with Reveal), the Customer may, in respect of Supported Software and by payment of the appropriate Support Fee to Reveal purchase a renewal or extension of its existing Software Support Service. Any such Software Support Service purchased shall commence at the expiry of the current Support Period applicable to the Supported Software.

2 Reveal Care

- 2.1 If and for so long as any Supported Equipment is the subject of Reveal Care, Reveal shall, in accordance with this clause 2 but subject to clauses 4 and 5:
- 2.1.1 repair or replace such Supported Equipment which is defective or damaged on the same terms conditions limitations and exclusions as would apply to that equipment as if it was the subject of a Reveal Warranty and with only such changes as may be reasonable to give effect to this clause 2.1.1; and
- 2.1.2 repair or replace Supported Equipment that is damaged as a result of normal operational use, on which subject the Customer's attention is drawn to clause 2.2.
- 2.2 For the avoidance of doubt events including but not limited to the following are excluded from what constitutes normal operational use:
- 2.2.1 Contamination of Supported Equipment with body fluids, body waste or other organic matter;
- 2.2.2 Immersion of Supported Equipment in water or other fluids;
- 2.2.3 Use of Supported Equipment in connection with wide-scale civil disobedience and riots;
- 2.2.4 Exposure of Supported Equipment to environmental conditions outside of those specified for the operation or storage of such Supported Equipment;
- 2.2.5 Willful or persistent misuse or improper use of the Supported Equipment or operation of the Supported Equipment in contravention of any operating instructions;
- and Reveal shall have no obligation under clause 2.1.2 to repair or replace Supported Equipment that is damaged by such events.

3 Reveal Care Plus

- 3.1 If and for so long as any Supported Equipment is the subject of Reveal Care Plus, Reveal shall, in accordance with this clause 3 but subject to clauses 4 and 5:
- 3.1.1 repair or replace such Supported Equipment which is defective or damaged on the same terms conditions limitations and exclusions as would apply to such equipment as if it was the subject of Reveal Care and with only such changes as may be reasonable to give effect to this clause 3.1.1; and
- 3.1.2 in the event that the capacity of any battery contained within the Supported Equipment falls below seventy percent (70%) of specified capacity for such battery (with reference to the battery capacity and / or life stated in the specification for the Supported Equipment), or if the battery leaks, then Reveal will replace such battery.
- 3.2 Reveal shall have no obligation under clause 3.1.2 if (i) the battery has been charged by a battery charger not specified or approved by Reveal for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the Reveal device for which it is specified.

4 Support Requests and Support Cases

- 4.1 If Supported Equipment or Supported Software malfunctions, the Customer may notify Reveal of a Support Request either online through Reveal's website (currently at <http://www.revealmedia.co.uk/fault-report>) or by telephoning the Reveal support team on any support telephone number advertised from time to time on Reveal's website, or by email to helpdesk@revealmedia.com and quoting any applicable Product Care Plan reference number or other Order reference number, and other information reasonably requested by Reveal.
- 4.2 The Reveal support team shall review the Support Request and determine in its reasonable opinion whether the Support Request is potentially valid under any applicable Product Care Plan or the Software Support Service. If the Service Request is determined to be potentially valid it shall become a Support Case (subject to the terms of clauses 5.3 and 5.4 below).
- 4.3 Reveal shall provide support services in respect of Support Cases for Supported Equipment in accordance with clause 5 below.

- 4.4 Reveal shall provide support services in respect of Support Cases for Supported Software in accordance with clause 6 below.
- 5 Support Services for Supported Equipment**
- 5.1 The Reveal support team shall use reasonable endeavors to assist the Customer to remedy the malfunction contained in a Support Case by giving advice by email, online (via the FAQs section) or over the telephone.
- 5.2 If the malfunction contained in a Support Case cannot be corrected by the support team giving advice in accordance with clause 5.1 above, the Customer shall (if not already done) complete and submit an online fault report through Reveal's website (currently at <http://www.revealmedia.co.uk/fault-report>). The Customer shall be issued with a unique return merchandise authorization ('RMA') number and Reveal will arrange for collection of the applicable Supported Equipment. Reveal is unable to accept returns of Supported Equipment that has been contaminated with body fluids, body waste or other organic matter and Customer shall ensure that any such contamination is professionally removed prior to submitting a fault report for such Supported Equipment.
- 5.3 Upon receipt of the Supported Equipment Reveal shall determine in its reasonable opinion whether or not the Support Case is valid under any applicable Product Care Plan. If the Support Case is valid, Reveal shall, at its absolute discretion, EITHER (i) repair or replace such equipment (or the defective part), and return the Supported Equipment to the Customer (and 'repair or replace' may be fulfilled by Reveal by providing functionally equivalent or superior replacement product); OR (ii) credit or refund the original purchase price of such equipment at the price originally paid provided that, if Reveal so requests, the Customer shall, at Reveal's expense, return the equipment to Reveal.
- 5.4 If Reveal determines that the Support Case is not valid, Reveal shall notify the Customer accordingly and may agree to repair the Supported Equipment in question for the applicable fee or make the Supported Equipment in question available for collection by the Customer. If no malfunction is found by Reveal, Reveal shall notify the Customer accordingly and make the Supported Equipment in question available for collection by the Customer.
- 5.5 Repair or replacement under the terms of the applicable Product Care Plan does not give rise to an extension or a new starting of the period of such Product Care Plan. If Reveal repairs or replaces the product then the repaired or replaced product shall be warranted or covered for the remaining period of the existing Product Care Plan.
- 5.6 In the event that (a) Reveal determines that a replacement for Supported Equipment is required under the terms of Product Care Plan and (b) the relevant Support Request is made on a date later than the third anniversary of the date the Supported Equipment was purchased then Reveal reserves the right to replace the Supported Equipment with an equivalent product from its then current range.
- 6 Software Support Service**
- 6.1 For Supported Software that is the subject of a Software Support Service, Reveal shall, in accordance with clause 6 but subject to clause 7, provide software updates and remedy software malfunctions.
- 6.2 If the Customer has a Software Support Service, Reveal shall (subject to clause 6.3) from time to time notify the Customer by email to the Customer's known or previously designated or used contact email address for support purposes details of a new version of the Supported Software (this new software may correct faults, add functionality or otherwise amends or upgrade the supplied software). The email notification of new versions will include instructions for implementing the new release. Three months after a new version has been issued Reveal may withdraw the Software Support Service for any previous version of the Supported Software.
- 6.3 Reveal is not obliged to make available to the Customer any new major release of Supported Software which from time to time is publicly marketed and offered by Reveal in the course of its normal business (that is to say a major release which contains such significant differences from any previous release as to be generally accepted in the marketplace as constituting a new product).
- 6.4 The Customer may contact Reveal's US support center (at the e-mail address and telephone number specified on Reveal's website) when Supported Software fails to function as described in the user documentation and will, if requested by Reveal, provide written details of the malfunction in a detailed form to be submitted through the Customer's known or previously designated or used contact email address for support purposes. The information provided will determine which priority level the call will be allocated to. Reveal's support center will operate between 09:00 to 17:00 Monday to Friday excluding federal holidays (herein after referred to as "Business Hours").
- 6.5 Reveal will allocate the Customer's service needs in accordance with the following Incident Priority Levels:-
- 6.5.1 **P1** - The Supported Software is not operational and that failure is severely impacting on the Customer's business.
- 6.5.2 **P2** - The Supported Software is operational but its functionality is seriously affected. There may be a temporary solution but implementing the temporary solution will be time consuming and will adversely affect that part of the Customer's business dependent on the Supported Software.
- 6.5.3 **P3** - The Supported Software is operational but the Customer's business has been adversely affected. The Customer's business that is dependent on the Supported Software can continue for a reasonable amount of time before the problem becomes critical. A temporary solution is available and is acceptable to the Customer.
- 6.5.4 **P4** - The Supported Software is operational and the Customer wants to submit an enhancement request or has queries or requires further information regarding the Supported Software.
- 6.6 After responding to the call and gathering such additional information as Reveal requests, Reveal will develop and communicate a plan for addressing the support request which may involve the providing of a fix, developing a workaround, or providing an alternative solution.
- 6.7 The Customer must provide reasonable assistance to Reveal in verifying, replicating and/or correcting malfunctions to the Supported Software (which may include providing Reveal with remote and/or physical access to the Customer's computer system). Remote access will include, but not be limited to, modem access or access via internet connection. Reveal will determine if and when on-site support is necessary.
- 6.8 Reveal will investigate and use commercially reasonable efforts to resolve Supported Software problems reported by the Customer through the Customer's known or previously designated or used contact email address for support purposes (but not otherwise). Supported Software problem resolution may include, but is not limited to, an explanation or clarification of the functional operation of the Supported Software, suggested alternative uses of the Supported Software, a temporary method of circumventing the Supported Software problem or a recommendation of the installation of a maintenance version which corrects the Supported Software problem.
- 6.9 Reveal is required only to use commercially reasonable efforts to provide timely resolutions to Supported Software problems.
- 6.10 Should Reveal determine that the Customer's service needs fall outside the scope of the support services outlined in this clause, then such services will constitute additional software services to be provided on a separate fee arrangement.
- 6.11 Prior to proceeding with a chargeable service, Reveal and the Customer will agree in writing on the service to be provided and the fee that will be charged in respect of that service.
- 7 Customer obligations and exclusions to Product Care Plans and Software Support Services**
- 7.1 Notwithstanding any other provision in these Support Terms and Conditions, the Customer undertakes that it shall:
- 7.1.1 where a malfunction is reported provide Reveal with all such information as Reveal may reasonably require (including, without limiting the generality of this provision, in the case of intermittent malfunctions logs of the times and circumstances of the malfunction and access to any monitoring or other equipment interfaced or otherwise used in connection with the Supported Equipment or Supported Software in question);
- 7.1.2 comply with the operating manual supplied with the Supported Equipment and Supported Software and permit only trained and competent personnel to use the Supported Equipment or Supported Software and ensure that they follow operating instructions issued by Reveal from time to time;
- 7.1.3 comply with the terms of the Reveal Warranty;
- 7.1.4 notify Reveal promptly if the Supported Equipment or Supported Software is discovered to be malfunctioning;
- 7.1.5 provide Reveal with any information that is reasonably requested in connection with a Support Request or a Support Case;
- 7.2 Reveal has no liability or obligation to provide the Software Support Service in respect of Supported Software operated on an operating system (or a version of an operating system) for which it was not designed to operate or which is operated on an unlicensed or unsupported operating system of hardware.
- 7.3 All support services are each subject to a reasonable user limitation, that is to say that such support services will not be provided in respect of defects or damage resulting from deliberate or grossly negligent action or omission that a reasonable user would expect to result in defects or damage to any of the Supported Equipment or Supported Software or repetition of any action or omission that is known by Customer previously to have damaged Supported Equipment or Supported Software. Reveal has absolute discretion as to the way in which it applies this reasonable user limitation. Reveal will use reasonable endeavors to provide support service as soon as is reasonably practical, but gives no guarantee as to the timescales within which malfunctions will be repaired or Supported Equipment or Supported Software dispatched to the Customer (and any such guarantee may not be relied on by Customer unless it is confirmed in writing by a member of Reveal's staff referring to this clause 7).
- 7.4 Where Reveal is requested to provide the support services in circumstances where it is established that the Customer has not complied with the requirements of clause 7 or that Reveal was alleviated from the obligation to provide such support by these terms, Reveal may charge, and the Customer shall pay, Reveal's fees and costs in respect of that work.
- 7.5 Reveal may communicate with the Customer using the Customer's known or previously designated or used contact email address for support purposes and any message sent to such email address shall be deemed delivered to Customer at the time of sending (if sent during usual work hours) or at 10am on the next working day following the day on which it was sent.
- 8 Term**

- 8.1 Unless otherwise agreed in writing, the term of the Support Period shall be as set forth in the Order or other contract incorporating these terms or any extension thereof, commencing on the date of such Order or other contract.

Without prejudice to any rights that have accrued under these terms or any of rights or remedies contained in them, Reveal may terminate the Product Care Plan or the Software Support Service and/or any extensions thereof with immediate effect by giving written notice to the Customer if the Customer:

- 8.1.1 fails to pay any amount due under any Order or other contract incorporating these terms on the due date for payment;
- 8.1.2 commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws;
- 8.1.3 anyone commences an involuntary case against the Customer under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- 8.1.4 a court of competent jurisdiction appoints, or the Customer makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for the Company or all or substantially all of its assets;
- 8.1.5 fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so; or
- 8.1.6 is subject to a change of control or ownership supervision or management as determined by Reveal on the basis of the circumstances known to Reveal.

9 **Liability and exclusions**

- 9.1 Reveal does not exclude or limit liability to the Customer for:

- 9.1.1 fraud or fraudulent misrepresentation; or
- 9.1.2 death or personal injury caused by gross negligence or willful intent.

In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.

- 9.2 Subject always to clause 9.1, the Customer agrees that Reveal shall not be liable whether in contract, tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 9.2.1 any loss (whether direct or indirect) of profits, business, revenue, or goodwill;
- 9.2.2 loss or corruption (whether direct or indirect) or breach of security of data or information; or
- 9.2.3 any special, indirect or consequential loss, costs, damages, charges or expenses however arising whether under these terms or otherwise.

- 9.3 Subject always to clause 9.1 and 9.2, Reveal's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of any Order or other contract incorporating these terms shall be limited to the value of the Supported Equipment that malfunctions or the value of the licenses granted to the Customer in respect of Supported Software .

10 **Entire agreement**

- 10.1 These terms, together with the Order or other contract incorporating these terms and other Reveal terms of sale, the software license agreement governing the Supported Software and the Reveal Warranty, comprise the entire agreement between the parties relating to the Product Care Plan and the Software Support Service and the provision of any related support services and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

- 10.2 Each party acknowledges that in entering into any Order or other contract incorporating these terms it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms.

- 10.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in these terms (whether made innocently or negligently) shall be for breach of contract.

11 **General**

- 11.1 Reveal shall not be in breach of any Order or other contract incorporating these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if that delay or failure results from events, circumstances or causes beyond its reasonable control.

- 11.2 Nothing in these terms operates to transfer any intellectual property rights or industrial know-how from Reveal.

- 11.3 Any Order or other contract incorporating these terms is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under that agreement without the prior

written consent of the other party, save that Reveal shall be entitled to subcontract the administration, delivery or performance of the services (in whole or in part) included within any Product Care Plan or the Software Support Service; provided, however, that no such consent shall be required for Reveal to subcontract its operation and conduct of maintenance and support services (or any of them) to independent contractors or for either party to assign that agreement to affiliates and successors in interest upon written notice of any such assignment to the other party. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under such agreement. For purposes hereof, an "affiliate" means, with respect to a party, any entity that controls or is controlled by such party, or is under common control with such party (an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation)).

- 11.4 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- 11.5 No variation of these terms shall be effective unless it is in writing (including by email) and approved by the parties.

- 11.6 If any court or competent authority finds that any provision of these terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms shall not be affected.

- 11.7 If any invalid, unenforceable or illegal provision of these terms would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

- 11.8 Any Order or other contract incorporating these terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of Delaware, without giving effect to its conflicts of laws rules.

- 11.9 The parties hereby agree to irrevocably and unconditionally submit all their disputes arising out of or in connection with any contract incorporating these terms to the exclusive jurisdiction of the State or Federal courts of the State of Delaware. The parties also hereby irrevocably waive, and agree not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy to such party at the address for such notices to it under these terms and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.