EXADIGM, INC.
END-OF-LIFE (EOL) POLICY – HARDWARE AND SOFTWARE

EOL Overview

Products reach the end of their product lifecycle as changes occur in market demand, technology innovation, new product development, or simply when a product ages and is replaced by a richer technology. ExaDigm understands that end-of-life programs often encourage companies to review the way in which end-of-life activities may affect their business systems and practices. To accommodate our customers' product planning strategies, ExaDigm has established an official "End-of-Life" Policy to help you plan for, and transition to new, more advanced offerings.

The End-of-Life Policy applies to all ExaDigm Products entering End-of-Life on or after January 1, 2008. The Policy does not apply to product that is already subject to an End-of-Life announcement.

EOL Definitions

End-of-Life Process
A process that guides the final business operations associated with the product life cycle. The end-of-life process consists of a series of technical and business milestones and activities that, once completed, make a Product obsolete. Once obsolete, the Product is not sold, manufactured, improved, repaired, maintained, or supported other than as referenced herein.

Withdraw from Marketing
A formal notification period, which specifies the Withdraw from Sale date, and provides a time during which the customer can plan for last time purchases and support, and/or transition to a replacement Product.

Withdraw from Sale
This is a last date to order the Product through normal ExaDigm sales channels. After this date, the Product is no longer generally available.

End of Service Life (EOSL)
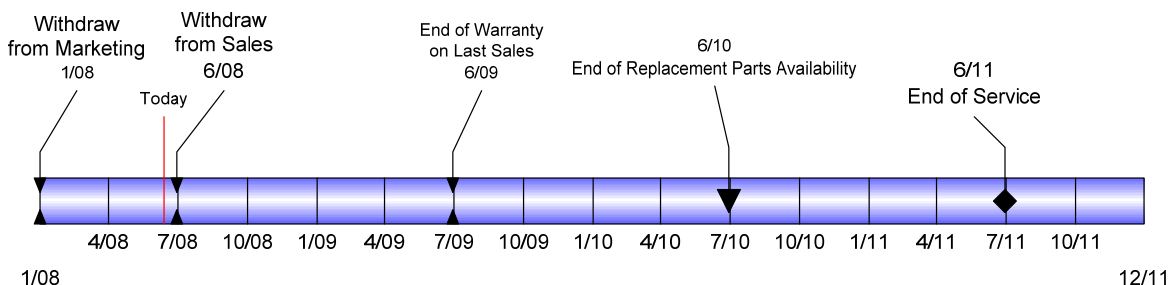The date on which ExaDigm ceases to provide support services for a Product.

Figure 1. Product End of Life Timeline

EOL General Policy Guidelines

1. As a general rule, ExaDigm will provide 6 months' notice of the affected product's end-of-sale date and/or the last day when the affected product can be purchased. This notice will appear on ExaDigms corporate website (http://www.exadigm.com) and Sales/Account Managers will deliver EOL notices directly to their respective accounts.

2. Access to ExaDigm's Technical Support Center will be available 24 hours a day, seven days a week for a period of 3 years from the end-of-sale date for software issues and for a period of 1 year from the end-of-sale date or longer (period of actual warranty period committed to our customers) for hardware repairs and support.

3. Spare or replacement parts for hardware will be available for a period of 1 year after the end of warranty period or longer, as committed. ExaDigm will provide spares and replacement parts in accordance with our Return Materials Authorization (RMA) process.

4. Software support will be as follows:

   a. For the first year following the end-of-sale date, ExaDigm will provide minor improvements, bug fixes, maintenance releases, or patches for critical bugs reported.

   b. After the first year, and for applicable software, ExaDigm will provide bug fixes, maintenance releases or patches for a period of 3 years. *(Note: it may be necessary to use a software upgrade release to correct a reported problem).*

Product Definitions

Current Version	Latest generally available Version.
Fixes	Error corrections to the Product.
Hardware	ExaDigm payment terminals, modems and associated peripherals.
Patches	Minor enhancements to the Software that typically provide interoperability updates.
Product	Hardware with or without Software, or Software alone.
Release	Enhancements and improvements to the features and functionality set of the Current Version of the Product.
Service Pack	An accumulation of Fixes and Patches into a generally available package applicable to the Current Version of the Software, released at the same time as a new maintenance level and targeted at existing Software install base.
Software	ExaDigm developed software distributed with or without an ExaDigm hardware product and enabling product functionality.
Software Upgrade	Migration to the Current Version of the Software. Upgrades are provided to customers under a current maintenance agreement.
Version	A base set of features and functionality for the Product.

EOL Policy Disclaimers

1. ExaDigm may refuse to supply Patches and Fixes for Software if the problem or defect can be resolved by upgrading to the Current Version.

2. ExaDigm's obligation to provide customer with Software support is contingent on the following: (a) the Software must be covered under a valid license; (b) the Software must be covered under a current maintenance agreement; and (c) the Software must be operating in an ExaDigm supported configuration.

3. This policy applies to all ExaDigm-branded Products unless otherwise specified in our End-of-Life communications.

4. ExaDigm reserves the right to change, update or modify this policy in the future.