CUSTOMER AGREEMENT

This Customer Agreement is entered into by and between Revel Systems, Inc., a Delaware corporation with offices at 600 Peachtree Street, Suite 3800, Atlanta, Georgia 30308 and/or its affiliates and/or subsidiaries (**"Revel"**), and the entity agreeing to these terms (**"Customer"**) and is effective as of the date Customer electronically accepts the Agreement (the **"Effective Date"**). Capitalized terms have the meanings in Section 13 (Definitions) or elsewhere in this Agreement.

Revel offers through the Revel POS Platform integrated point of sale solutions consisting of a subscription Service, Software, API/XML and Hardware and offers certain related professional services, and Customer desires to utilize the Revel POS Platform and acquire certain products and services from Revel in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Provision of the Service and Products.

1.1 Order Forms. Customer orders to Revel for the Service, Software, API/XML and Purchased Hardware, as applicable, will be made pursuant to Order Forms submitted to Revel by Customer and accepted by Revel by express written confirmation by Revel's authorized representative. Each such properly submitted and accepted Order Form will be incorporated into this Agreement and will identify the Service, Software, API/XML and Purchased Hardware to be provided by Revel. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer correspondence or order documentation will be incorporated into or form any part of this Agreement or any Order Form or SOW, and all such terms or conditions will be null, unopposable and void.

1.2 License Grant. Subject to the terms and conditions of this Agreement, Revel hereby grants Customer a limited, non-exclusive, non-transferable (except in connection with an assignment of this Agreement pursuant to Section 12.7 (Assignment)), non-sublicensable right to access and use the Service and Software (in object code form only), in each case that have been validly ordered pursuant to an Order Form, solely for the Business Purposes of Customer at Locations and during the applicable Order Form Term. Revel shall make the Service and Software available to Customer in accordance with the Documentation. The API/XML will be licensed by Revel to Customer if specified in the applicable Order Form. Customer's access to and use of the API/XML are further subject to the API/XML Terms.

1.3 License Restrictions. Customer shall not (a) modify, copy or create any derivative or integrated works based on the Service, Software or API/XML; (b) license, sublicense, sell, resell, rent, lease, transfer, assign (in all or part – this to include granting access for a limited time only), distribute, time share, offer in a service bureau, or otherwise make the Service, Software or API/XML available to any third party, other than to Authorized Parties as expressly permitted herein; (c) reverse engineer or decompile any portion of the Service, Software or API/XML, including but not limited to, any software utilized by Revel in the provision of the Service; (d) access the Service, Software or API/XML in order to build any commercially available product or service; or (e) copy any features, functions, integrations, pathways, architecture, interfaces or graphics of the Service, Software or API/XML; or create internet links to the Service or frame or mirror the Service on any other server or wireless or internet-based device or in any other manner that could become available from time to time during the applicable Order Form Term.

1.4 Support Services. Subject to the restrictions set forth herein, Revel shall use commercially reasonable efforts to provide to Customer the Support Services during the applicable Order Form Term as more fully set forth in the Support Terms. To the extent that Revel, at its sole discretion, develops and makes Improvements (as defined herein) available during the applicable Order Form Term, Revel shall also provide to Customer access to any such Improvements, whereupon such Improvements will be incorporated in the license to the Service and/or Software and/or API/XML granted herein (as applicable). If an Improvement to the Software is made available to Customer, Customer shall update its Software in order for such Software to operate and perform in a manner consistent with the Documentation. Customer acknowledges that Revel shall only be required to support the current version of the Software, plus one prior current version (and as to the prior current version only for a period of ninety (90) days), and as a result, Customer's failure to update Software accordingly may prevent or interfere with Customer's use of the Service, Software, API/XML, and/or Hardware. Revel will not be responsible for providing any form of Support Services if Customer fails or refuses to incorporate any Improvements or if Customer is operating a version of the Software other than the then current version or the prior current version (and as to the prior current version only during the foregoing ninety (90) day period). For the avoidance of doubt, this Agreement does not entitle Customer to New Products. Revel shall not be responsible or liable for any loss of information, partial or not, use, interaction with a third party's products, or alike, of the Software after an Improvement.

1.5 Hardware. All Hardware, with the exception of Apple, Inc. iPads, must be purchased from Revel unless otherwise approved by Revel in writing. Any iPad purchased by the Customer must be a version that is currently supported by Apple (no "end of life" iPads permitted). All Hardware is sold subject to the Hardware Sale Terms and, if Customer is enrolled in the Revel Care Program, the Revel Care Program

Terms. If the Customer elects to use its own network, the network must be mutually agreed upon in writing by Customer and Revel in the applicable Order Form or SOW. Revel will have no obligation to support any network configuration that deviates from the mutually agreed upon network configuration. Any Revel approved Third Party Hardware shall meet the written specifications provided by Revel to Customer for use with the Service, Software or API/XML. Customer is responsible for all technical issues caused by any Third Party Hardware, including networking problems and peripheral incompatibilities caused by or arising out of Customer's use of the Third Party Hardware.

1.6   Service and Product Changes. Revel reserves the right to discontinue, modify and/or replace any Service, Software, API/XML or Hardware, subject to thirty (30) days' prior written notice (electronic notice acceptable).

2.   Professional Services/Ownership.

2.1   Statements of Work. The parties may agree that Revel will perform pursuant to this Agreement certain Professional Services for Customer associated with its use of the Software, Service, API/XML or Hardware. In such event, the parties shall enter into a Sales Agreement or statement of work in a form provided by Revel ("**SOW**") setting forth the Professional Services to be performed and deliverables to be provided ("**Deliverables**") by Revel. The manner and means by which Revel chooses to complete the Professional Services and prepare and provide Deliverables are in Revel's sole discretion and control.

2.2   Customer's Cooperation. Customer acknowledges that its timely provision of accurate and complete information, access to its personnel, materials, equipment and facilities (where applicable), and its cooperation are essential to the performance of Professional Services and provision of Deliverables. Revel will not be liable for any deficiency or delay in performing Professional Services or providing Deliverables to the extent resulting from and in any manner associated with Customer's failure to provide such information, access and cooperation.

2.3   Ownership of Work Product. Customer agrees that all Work Product will be the property of Revel and hereby assigns and agrees to assign all its rights in the Work Product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights to Revel, regardless of what local legislation may allow the Customer to claim. Customer acknowledges that Revel, in its sole discretion, will have the right to license the Work Product or any portion thereof, or incorporate the Work Product or any portion thereof into products or services, for use by other licensees or customers of Revel. At Revel's request and expense, Customer shall assist and cooperate with Revel in all reasonable respects and shall execute documents, give testimony and take further acts as reasonably requested by Revel to acquire, transfer, maintain and enforce patent, copyright, trademark, mask work, trade secret and other legal protection for the Work Product.

2.4   Deliverables License. Subject to Customer's performance of its obligations under this Agreement, including timely payment of fees and Expenses, Revel hereby grants Customer a limited, non-exclusive, non-transferable (except in connection with an assignment of this Agreement pursuant to Section 12.7 (Assignment)), non-sublicensable right to use the Deliverables in connection with Customer's authorized use of the Revel POS Platform pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, Customer shall not, without the prior written consent of Revel: (a) decompile, disassemble or otherwise reverse engineer the Deliverables or any portion thereof; (b) rent, lease, sublicense, sell, transfer, disclose, distribute or otherwise make available or grant rights in or to the Deliverables, or any portion thereof, to any third party in any form; or (c) use any Deliverables, or any portion thereof, for the benefit of any third party.

2.5   Customer Material. As between Revel and Customer, Customer will retain all of its right, title and interest in and to Customer Materials. Customer hereby grants Revel a limited, non-exclusive, non-transferable (except in connection with an assignment of this Agreement pursuant to Section 12.7 (Assignment)), non-sublicensable right to access and use (and to allow its Affiliates, contractors and subcontractors to access and use) Customer Materials in connection with the performance of Professional Services and provision of Deliverables and otherwise in connection with its performance under this Agreement.

3.   Customer's Use of the Service and Products.

3.1   Customer Obligations. Customer may enable access to the Service, Software, API/XML and Hardware for use only by Authorized Parties solely for the Business Purposes of Customer at Locations in accordance with the Documentation; provided, however, Customer may enable access to the consumer-facing functionality and features of the Service, Software and Hardware for use by Consumers. Customer is responsible for all Authorized Party and Consumer use of the Service, Software, API/XML and Hardware and compliance with this Agreement, as well as restricting access by any individual who is no longer an Authorized Party. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; (b) grant User IDs to individuals named Authorized Parties; (c) require that all Authorized Parties keep User ID and password information strictly confidential and not share such information with any third party; (d) prevent unauthorized access to, or use of, the Service, Software, API/XML and Hardware, and notify Revel promptly of any such unauthorized access or use (including any unauthorized access or use caused by misuse or misappropriation of User IDs or passwords); and (e) comply with its obligations under all Laws applicable to Customer's use of the Service, Software, API/XML and Hardware, including all such Laws related to privacy, data security, and data protection. Customer shall not: (i) use the Service, Software, API/XML or Hardware in violation of applicable Laws; (ii) in connection with the Service, Software, API/XML or Hardware, send or store infringing, obscene, threatening, or otherwise

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unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service, Software, API/XML or Hardware; (iv) interfere with or disrupt performance of the Service, Software, API/XML or the data contained therein; or (v) attempt to gain access to the Service, Software, API/XML or Hardware or their related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of Authorized Parties as listed in the applicable Order Form or SOW to request and receive Support Services from Revel. Such Authorized Parties must be trained on the Revel product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Consumers relating to this Agreement.

3.2   Dedicated Use.   The Service and Software are intended to operate together with the Hardware to provide a comprehensive point of sale solution. Customer agrees to use the Hardware solely in connection with the Service and Software in accordance with the Documentation, and shall not attempt to reconfigure or use the Hardware for any other purposes (for example, Customer shall ensure that its employees do not install apps on the Revel iPads, do not use Revel iPads to browse the internet, and do not attempt to reconfigure point of sale peripherals to perform other functions or connect to other devices).

3.3   Restrictions. Customer shall not, without Revel's prior written consent, use, duplicate, or disclose any data or information relating to the Service, Software, API/XML or Hardware that is made available by Revel in connection with this Agreement, including any information related to the features, functionality, performance, pricing, application, or construction of any portion of the Revel POS Platform. Customer shall not use the Service, Software, API/XML or Hardware for benchmarking or testing performance, or for enhancing any products or services that relate to point of sale, payment processing, or commerce data. Customer shall only use the Service, Software, API/XML and Hardware for Customer's Business Purposes at the Locations, and for no other purpose and at no other location; provided that, following the expiration or termination of this Agreement, Customer shall be permitted to retain and use without restriction the Third Party Hardware and any Purchased Hardware for which Customer has made full payment, provided that Customer must cease using the Third Party Hardware and Purchased Hardware as part of the Revel POS Platform and disable access to and/or de-install the Software, API/XMLs and Service.

3.4   POS Transactions. The Revel POS Platform is designed to give Customer flexibility in configuring its point of sale systems. Consequently, it is critical that Customer understands how to configure and use Customer's POS Terminals and Back End portal, and that Customer ensures that transactions are properly processed and credited to Customer's bank, loyalty and other relevant accounts.   Customer acknowledges that it is Customer's obligation to seek assistance from Revel representatives and Customer's other vendors if Customer has any questions about the processing and crediting of Customer's point of sale transactions or if Customer needs

assistance with the configuration and operation of the Revel POS Platform or third party products, software and services, and Revel will have no liability as a result of Customer's failure to do so. Customer further acknowledges that it is Customer's obligation to ensure on an ongoing basis that payments, loyalty transactions and any other transactions running through the Revel POS Platform are processed properly, and that the respective currency, credit, loyalty points, or other applicable transaction proceeds are accurately deposited in Customer's relevant accounts, and Revel will have no liability as a result of Customer's failure to do so.   In that regard, Customer will perform a minimum of three (3) test transactions (e.g. $0.01 transactions) before going live (e.g. into production) to ensure that transactions processed on the Revel POS Platform are properly credited to Customer's account (the "**Test Transactions**"). Customer shall retain documentation of all Test Transactions during the Term of this Agreement and for one (1) year thereafter and will provide such documentation to Revel upon request. Further, Customer agrees that, on at least a daily basis (and more often if reasonably prudent under the circumstances) , Customer shall check, validate and ensure that (a) all proceeds from Customer's point of sale transactions were deposited in Customer's accounts timely and in full (net of any charges that Customer has agreed to pay to payment processors); (b) data relating to loyalty, incentive or other similar programs was processed properly; and (c) point of sale transactions are batched daily to fully reconcile payment details with Customer's payment processing vendors, payment gateway and financial institutions. Customer assumes the responsibility to train and instruct the Authorized Parties regarding all of the foregoing Customer obligations and Revel will have no liability as a result of Customer's failure to do so.

3.5   Usage Limitations.   Customer acknowledges and agrees that Customer's access to and use of the Service may be limited or capped as set forth in the applicable Order Form or SOW.

3.6   Internet Access. Customer acknowledges that access to and use of the full functionality of the Revel POS Platform requires a high speed internet connection and that Customer is responsible for procuring and maintaining the network connections that connect the Hardware and Software to the Service. If Customer uses any internet wireless router or other network access technology or network-enabled devices provided by Revel, Customer agrees that Revel will have the right (although not the obligation) to encrypt and filter internet traffic for data security purposes and to otherwise manage or modify internet data transmissions.

4.   Fees.

4.1   Invoices, Payment and Invoicing Errors. Fees for the Service, Software, API/XML, Hardware and Professional Services will be invoiced in accordance with the relevant Order Form or SOW. Customer shall also reimburse Revel for all reasonable travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by Revel in connection with providing the Service, Software, API/XML, Hardware and Professional Services ("**Expenses**").   Except as otherwise

stated in an Order Form or SOW, all fees are quoted and payable in United States dollars. Customer shall provide Revel with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Revel's request, Customer shall make payments to Revel via wire transfer. Any alleged error in invoicing must be brought to Revel's attention in writing within ninety (90) days of the date of the invoice containing such alleged invoicing error. If Customer does not bring the alleged invoicing error to Revel's attention in writing within the foregoing ninety (90) day period, Revel will not be required to issue a credit or pay Customer for any alleged invoicing error Revel finds to be valid.

4.2   Non-cancelable and Non-refundable. Except as specifically set forth herein or in the applicable Order Form or SOW, all payment obligations under any and all Order Forms or SOWs are non-cancelable and all payments made are non-refundable. Subscriptions and other purchases on Order Forms may not be decreased during the applicable Order Form Term or SOW Term.

4.3   Overdue Payments. Any payment not received from Customer by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Law, whichever is lower, from the date such payment was due until the date paid. Customer shall further be responsible for all costs and expenses incurred by Revel or Revel's agents or assignees (including collection expenses and attorney fees) in connection with the collection of payments not made by Customer on time or any other amounts overdue from Customer.

4.4   Price Increases. Revel shall have the right to increase fees for the Service, Software, API/XML, Hardware and Professional Services at any time during the Term of this Agreement upon thirty (30) days advance written notice.

4.5   Non-Payment. If Customer's account is past due, in addition to any other rights or remedies it may have under this Agreement (including the right to suspend the Service pursuant to Section 11.5 (Suspension of Service)) or by Law, Revel reserves the right to disable the Software and API/XML, repossess any Purchased Hardware for which Customer has not made full payment and immediately cease performing Professional Services, without liability to Customer, until such amounts are paid in full. Customer shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension.

4.6   Taxes. Except as otherwise stated in an Order Form or SOW, Revel's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, excise, use or withholding taxes (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with licenses and acquisitions, including with respect to the Service, Software, API/XML, Hardware and Professional Services, under this Agreement, excluding U.S. income taxes on Revel. If Customer has an obligation to withhold any amounts under any Law or tax regime (other than

U.S. income tax law), Customer shall gross up the payments so that Revel receives the amount actually quoted and invoiced. If Revel has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Revel with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.   Proprietary Rights; Customer Data.

5.1   Ownership and Reservation of Rights to Revel Intellectual Property.   As between Revel and Customer, Revel, its Affiliates or its licensors own all right, title and interest in and to the Revel POS Platform, Service, Software, API/XML, Work Product, and all related technology and Intellectual Property Rights.   Subject to the limited rights expressly granted hereunder, Revel reserves all rights, title and interest in and to the Revel POS Platform, Service, Software, API/XML and Work Product, including all related technology and Intellectual Property Rights.   No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

5.2   Customer Feedback. Customer and Authorized Parties may elect to provide Revel with suggestions, enhancement requests, recommendations and other feedback concerning the Service, Software, API/XML, Hardware, Support Services or Professional Services (the "**Customer Feedback**"). Customer hereby assigns and agrees to assign all Customer Feedback to Revel without lien or encumbrance and agrees that Customer Feedback will be the sole property of Revel and that Revel may use Customer Feedback in its discretion without obligation to Customer. Revel has no obligation to make Customer Feedback an Improvement.

5.3   Ownership of Customer Data. As between Revel and Customer, Customer owns the Customer Data. Revel will have, and Customer hereby grants and agrees to grant to Revel, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use the Customer Data to configure and/or provide the Service, Software, API/XML, Support Services and Professional Services to Customer, or to prevent or address service or technical problems, in accordance with this Agreement, the applicable Order Form or SOW and the Documentation, or otherwise in accordance with Customer's instructions.

5.4   Permitted Use of Customer Data. Notwithstanding the other provisions of this Agreement, Revel shall also have a non-exclusive, fully paid, royalty-free, transferable, perpetual, irrevocable worldwide, right and license to use, access, make, have made, use, copy, distribute, maintain, modify, enhance, create derivative works of, aggregate, and re-purpose Customer Data for the purposes (including commercial purposes) of analyzing activity, modeling, industry benchmarking, marketing, developing industry expertise and making product/service improvements. In any such use of Customer's Data, Revel will ensure that only aggregate information is utilized, and in all cases all Customer Data will be anonymized.

5.5   Customer Data and Customer Materials Storage. Revel will store Customer Data and Customer Materials at no charge for a period of twelve (12) months from the execution date of Customer's Initial Order Form Term for monthly Software subscription services. Thereafter, the Customer will be billed at Revel's then current rate for Customer Data and Customer Materials storage unless Customer provides Revel with at least thirty (30) days advance written notice that it no longer wants Revel to maintain its Customer Data or Customer Materials storage database.

5.6   Usage Data. Revel may collect certain information in connection with Customer's access to or use of the Service, such as access records, date and time stamps, transaction and activity records, and system performance data ("**Usage Data**"). Revel may use Usage Data to, among other things, deliver and manage its products and services, perform maintenance and support, and develop, test, and improve the Service and other Revel products and services, and generate statistical data about usage of its products and services. As between Revel and Customer, Revel owns the Usage Data.

5.7   Data Processing Addendum. Terms applicable to Personal Data are set forth in the Data Processing Addendum (as defined below).

5.8   Revel Privacy Policy. Customer agrees to comply with the Personal Data Protection Act 2012 (Singapore Customers only), the *Privacy Act 1988* (*Cth)* (Australian Customers only), and the Revel Privacy Policy, as may be updated or amended from time to time, located at https://revelsystems.com/privacy/.

6.   Third Party Payment Processors.

6.1   Payment Processing. The Revel POS Platform is designed to integrate with third party payment processors. Unless otherwise agreed by the parties in the applicable Order Form (and further subject to such terms, conditions and fees as Revel may require), Customer shall utilize a payment gateway provider and a payment processing services provider designated by Revel (Revel may bill and collect fees for such services, but Revel in no way provides payment processing or gateway services). To the extent Customer is required to enter into a separate agreement with any such third party payment gateway or payment processing services provider, or is required to agree to such third party payment gateway or payment processing services provider's terms and conditions as set forth in an Agreement with Revel, Customer hereby agrees to do so. If Customer requires Revel's assistance with the payment gateway or processor, the parties may agree upon applicable Professional Services under a SOW. If Customer is utilizing an integrated payments solution through Revel, then Customer is hereby agreeing to the applicable integrated payment solutions' terms and conditions found at www.revelsystems.com/payment-terms, as may be updated from time to time.

6.2   Always-On Mode. The Revel POS Platform may be configured to operate in an offline mode, so that Customer's point of sale terminals may continue to process credit cards, loyalty cards and other remote server-based transactions even if the connection to the internet or to the payment processor is temporarily discontinued ("**Offline Transactions**"). While in offline mode, Offline Transactions are processed locally, without receiving a final confirmation from a remote server that the respective transactions were in fact completed. Consequently, with Offline Transactions Customer assumes the risk and will be solely responsible if credit card transactions processed offline are not approved if the credit cards are declined by a payment processor or financial institution when the connection with the remote servers is reestablished. Customer agrees to verify that the Revel POS Platform is properly configured to process credit cards and other transactions that require remote server responses, including by verifying at least once a day (and more often if reasonably prudent under the circumstances) that Customer's account is properly credited for the full amounts of the purchase transaction conducted using the Revel POS Platform. Customer hereby assumes all liability and responsibility for training and instructing Authorized Parties to verify multiple times each day that the Revel POS Platform is not operating inadvertently in an offline mode, that the connection to the payment processor is and remains properly configured, and that any Offline Transactions are accurately processed when the connection to the remote servers is reestablished.

7.   Confidentiality.

7.1   Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

If the Customer is a Franchisor (or any other corporate entity) that plans to request access to view all Services, Software, API/XML, Hardware, any component of the Revel POS Platform ordered by Franchisees (or any other related corporate entity) or Franchisees' (or any other related corporate entities') Customer Data or Customer Materials then Franchisor (or such other corporate entity) is hereby representing that it has the legal right to obtain such access. If the Customer is a Franchisee (or a corporate entity whose information is legally subject to the review of Franchisor or another related corporate entity) then it is hereby agreeing that Franchisor (or any other such related corporate entity) may have access to all Services, Software, API/XML, Hardware, any component of the Revel POS Platform ordered by it or its Customer Data or Customer Materials, as well as any other data contained in the Revel POS Platform through the Revel POS Platform.

7.2   Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

7.3   Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law will not be considered a breach of this

Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

7.4   Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party will have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts without the necessity of posting a bond, it being acknowledged by the parties that any other available remedies are inadequate.

7.5   Exclusions. Confidential Information will not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party, as evidenced by contemporaneous written records; (c) was independently developed by a party without breach of any obligation owed to the other party, as evidenced by contemporaneous written records; or (d) is received from a third party without breach of any obligation owed to the other party.

8.   Warranties and Disclaimers.

8.1   Mutual Warranties. Each party warrants to the other party that it is a corporation or other legal entity duly organized, validly existing and in good standing in the jurisdiction of its formation, and that it has all necessary corporate or similar power and authority to execute and deliver this Agreement.

8.2   Service, Software, API/XML, Revel POS Platform Warranty. Revel warrants to Customer, for Customer's benefit only, that during the applicable Order Form Term the Service, Software, API/XML and Revel POS Platform will perform substantially in accordance with the then-current and applicable Documentation.

8.3   Professional Services Warranty. Revel warrants to Customer, for Customer's benefit only, that Revel will perform Professional Services in a professional and workmanlike manner.

8.4   Warranty Remedies. As Customer's exclusive remedy and Revel's sole liability for breach of the warranty in Sections 8.2 and 8.3), Revel shall use commercially reasonable efforts to correct reported material non-conformities. To receive warranty remedies, Customer must report the non-conformity in writing to Revel within thirty (30) days after Customer first identifies the non-conformity or, in the case of Professional Services, within thirty (30) days after the non-conforming Professional Services are performed.

8.5   Australian Consumer Law (Australian Customers only). If Revel is liable to Customer in relation to a failure to comply with a guarantee that applies under the Australian Consumer Law that cannot be excluded, Revel's total liability to Customer for that failure is limited to, at Revel's option:

(a)   in the case of services, the resupply of the services or the payment of the cost of resupply; and

(b)   in the case of goods, the replacement of the goods, the supply of equivalent goods or the repair of the goods, or the payment of the cost of replacing the goods, acquiring equivalent goods or of having the goods repaired.

8.6   DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.2 (SERVICE, SOFTWARE, API/XML, REVEL POS PLATFORM WARRANTY) AND SECTION 8.3 (PROFESSIONAL SERVICES WARRANTY) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE REVEL POS PLATFORM, SERVICE, SOFTWARE, API/XML, SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND REVEL, ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. REVEL DOES NOT REPRESENT OR WARRANT THAT THE REVEL POS PLATFORM, SERVICE, SOFTWARE OR API/XML WILL BE ERROR FREE, UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS OR THAT CUSTOMER DATA OR CUSTOMER MATERIALS, WILL BE SECURE OR NOT LOST OR DAMAGED. REVEL SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY THIRD-PARTY HOSTING PROVIDERS. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. REVEL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ON BEHALF OF ANY THIRD PARTY PROVIDER.

9.   Indemnification.

9.1   Indemnification by Customer. Customer shall indemnify and hold harmless, and at Revel's request defend, Revel and its Affiliates, successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to: (a) any breach (or claim or threat thereof that, if true, would be a breach) of this Agreement by Customer; (b) Customer Data or Customer Materials, including any third party

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claim alleging that Customer Data or Customer Materials infringe or misappropriate the rights of a third party or violate any Law; and (c) any violation of Law by Customer.

9.2   Procedures. Revel shall give Customer prompt notice of any claim to which Customer's indemnification obligation applies; provided, however, that the failure to give such notice shall not relieve Customer of its obligations under Section 9.1 (Indemnification by Customer) except to the extent that Customer was actually and materially prejudiced by such failure. Revel may, at its option and expense, participate and appear on an equal footing with Customer in the defense of any indemnification claim that is conducted by Customer as set forth herein. Customer may not settle any claim without the prior written approval of Revel.

10. Limitation of Liability.

10.1   Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL REVEL'S (OR REVEL'S THIRD PARTY LICENSORS' OR SUBCONTRACTORS') TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE, SOFTWARE, HARDWARE, API/XML, REVEL POS PLATFORM OR PROFESSIONAL SERVICES FROM WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.   THE CUSTOMER EXPRESSLY AGREES AND ACCEPTS TO WAIVE ANY ADDITIONAL RIGHT TO CLAIM AMOUNTS IN EXCESS OF THE ABOVE.

10.2   Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL REVEL (OR REVEL'S THIRD PARTY LICENSORS OR SUBCONTRACTORS) HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, SOFTWARE, HARDWARE, API/XML, REVEL POS PLATFORM OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF REVEL OR REVEL'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. Term, Termination and Suspension.

11.1   Term of Agreement and Order Form. The term of this Agreement (the **"Term"**) commences on the Effective Date and continues until terminated in accordance with the terms set forth herein.

The Order Form Term (as defined herein) is set forth in the applicable Order Form. Unless otherwise specifically set forth in the Order Form, Revel's standard Order Form term is thirty-six months from the date upon which Revel first bills Customer for monthly Software and/or Revel POS Platform subscription services (and if Customer is not ordering any such subscription services, then from the date on which Revel first otherwise bills Customer) (the "**Standard**" or "**Initial Order Form Term**"). Thereafter, the Initial Order Form Term will automatically renew for one year every year until such time as a party gives thirty days prior written notice of termination of the applicable Order Form (each an "**Order Form Renewal Term**" and together with the Initial Order Form Term the "**Order Form Term**"). Provided, however, that in no event will any Order Form Term for Revel Guard XT™ or Delivery XT™ exceed the time period during which Revel has the legal right to continue offering Revel Guard XT or Delivery XT and Customer understands and agrees that Revel has the right to terminate Customer's access to Revel Guard XT or Delivery XT upon the expiration and/or termination of such right. Customer is hereby agreeing that each Customer location for which it signs an Order Form under this Agreement will not utilize any point of sale system other than the Revel POS Platform (including for the avoidance of doubt the Revel Software) at such location for the entire duration of the applicable Order Form Term.

The term of any SOW (the **"SOW Term"**) shall be as set forth in the applicable SOW.

11.2   Termination. A party may terminate this Agreement or the applicable Order Form or SOW (a) upon thirty days prior written notice to the other party of a material breach of this Agreement by the other party if such breach remains uncured at the expiration of such notice period; or (b) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms and SOWs are simultaneously terminated. A termination of one Order Form of SOW will not constitute termination of any other Order Forms or SOWs or this Agreement.

11.3   Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of termination, immediately cease accessing and utilizing the Service, Software, Revel POS Platform, the API/XML (except as permitted under Section 11.4 (Retrieval of Customer Data)), and Revel Confidential Information. Customer will return all Revel Confidential Information, including but not limited to, any Documentation, and any Purchased Hardware the

Customer has not fully paid for as of the date of termination, at Customer's expense, within fifteen days of termination.

Termination for any reason will not relieve Customer of the obligation to pay any fees accrued or due and payable prior to the effective date of termination. In addition to the foregoing, upon early termination by Customer or termination by Revel for other material breach, Customer shall also pay the greater of the sum of either: i) six (6) months of monthly recurring revenue; or ii) the total amount of monthly recurring revenue which would have been paid to Revel had Customer fulfilled its financial obligations under the then current Order Form Term. The Customer and Revel acknowledge and agree that the sums payable under the foregoing sentence shall constitute liquidated damages and not penalties and are in addition to all other rights of Revel.

Those provisions that by their express terms survive or which by their nature should survive, will survive the expiration or any termination of this Agreement. Termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party will be liable to the other party for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable Law.

11.4   Retrieval of Customer Data. Upon written request by Customer made within thirty days after any expiration or termination of this Agreement and/or Location Order Form, Revel shall make Customer Data available to Customer through the Service in Revel's standard format on a limited basis solely for purposes of Customer retrieving Customer Data during such thirty-day period for a fee of five hundred ninety-nine dollars ($599) or the Customer's monthly recurring revenue, whichever is greater. If Customer desires Customer Data to be provided in a format other than Revel's standard format, the parties may agree that Revel will assist in providing the requested format pursuant to a SOW in exchange for additional fees for such assistance. After such thirty-day period, Revel shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data.

If Customer requests retrieval of Customer Data after the expiration of the time period set forth in this Section 11.4, then, if Revel, in its discretion has maintained the Customer Data, Revel may agree to provide the Customer Data to Customer in Revel's standard format pursuant to a Sales Agreement or SOW for a fee. The Customer understands and agrees that the fee may vary based on time elapsed since termination of this Agreement. Further, if Customer desires Customer Data to be provided in a format other than Revel's standard format, the parties may agree that Revel will assist in providing the requested format pursuant to a Sales Agreement or SOW in exchange for fees for such assistance.

11.5   Suspension of Service. In addition to any other rights or remedies it may have under this Agreement or by Law, Revel may immediately suspend provision of the Service without liability to Customer: (a) if Customer's account is past due until paid in full; (b) if Customer breaches Section 2.5 (Deliverables License), Section 3.1 (Customer Obligations) or Section 3.3 (Restrictions); (c) to avoid harm or liability to Revel or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Law or requested by a governmental authority. Customer shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension.

12. General Provisions.

12.1   Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. The relationship of the parties described in this Agreement is non-exclusive. There are no third party beneficiaries to this Agreement. Further, A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement, except that (i) Section 9.1 (Indemnification by Revel) is intended to benefit Customer, its Affiliates, and their respective employees, officers and directors, and (ii) Section 9.2 (Indemnification by Customer) and paragraph 1.4 of Exhibit A (API/XML Terms) are intended to benefit Revel, its Affiliates, and their respective employees, officers and directors, and each such Section shall be enforceable by any of them to the fullest extent permitted by Law, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, the parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

12.2   Non-solicitation. During the Term of this Agreement and for a period of twelve months after termination or expiration of this Agreement or any Order Form or SOW, Customer shall not directly or indirectly solicit as an employee or independent contractor any employee working for Revel. The parties acknowledge this provision does not apply to responding to unsolicited applications, or responding to unprompted responses to general advertisements, or independently (without direction or advice) presented by an independent recruiting firm.

12.3   Subcontracting. Revel may draw on the resources of (and subcontract to) its Affiliates and third party contractors and subcontractors, within or outside of the United States (each, a "**Revel Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Revel pursuant to this Agreement. Customer agrees that Revel may provide information, data and materials that Revel receives in connection with this Agreement (including Customer Data) to the Revel Vendors for such purposes.

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12.4   Publicity. Customer agrees that Revel may use Customer's name and logo in lists of customers, on promotional and marketing materials and on its website. Revel agrees that, subject to Revel's written consent in each instance, Customer may use Revel's name and logo to identify Revel as Customer's point of sale solution provider on promotional and marketing materials and on its website.

12.5   Notices. Except as otherwise set forth herein, all notices required under this Agreement will be in writing and will be deemed to have been given upon: (a) personal delivery; (b) the third business day after mailing by registered post; or (c) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Revel will be addressed to the attention of the Office of the General Counsel to the address in the introductory paragraph of this Agreement. Notices to Customer will be addressed to the address in the applicable Order Form. Each party may modify its recipient and address of notices by providing notice pursuant to this Agreement.

12.6   Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at Law or in equity.

12.7   Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. For the avoidance of doubt, COVID-19 related matters may not be declared as a Force Majeure event under this Agreement.

12.8   Assignment. Revel may assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of Law or otherwise, this Agreement and any of its rights or obligations of this Agreement, but Customer shall not and shall not have the right to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of Law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Revel. Any attempt by Customer to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of Law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Revel will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9   Governing Law; Waiver of Jury Trial. This Agreement will be governed exclusively by the internal laws of the State of Georgia, USA, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement and irrevocably consents to the exclusive personal jurisdiction and venue of any state or federal court located in Atlanta, GA, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The Customer hereby irrevocably confirms that it has sought independent legal advice on the applicable law of this Agreement and that this has been a considered element when agreeing terms. As such, the Customer fully understands the consequences and costs that may be associated with this Agreement being governed by Georgia, USA, law. The Customer understands and agrees to the consequences of this choice of law and the exclusive venue provisions set forth herein and expressly renounces, abstains and refrains from invoking any local law dispositions to the contrary. Customer hereby consents to service of process of any action filed under this Section via email.

12.10   Export. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service, Software, API/XML, Hardware, Revel POS Platform and Deliverables. Without limiting the generality of the foregoing, Customer shall not make the Service, Software, API/XML, Revel POS Platform, Hardware or any Deliverable available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

12.11   Modifications. From time to time, Revel may modify this Agreement and/or the URL Terms and such modifications will become effective as of the date such modification is made by Revel. Customer may be required to electronically (including via a "click and accept" pop-up) accept or otherwise agree to the modified Agreement or URL Terms, and in any event, continued use of the Service after an updated version of the Agreement or URL Terms goes into effect will constitute Customer's acceptance of the updated Agreement or URL Terms.

12.12   Miscellaneous. This Agreement, including all Order Forms, SOWs and URL Terms, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement, all Order Forms and/or SOWs and all other associated documents, this to extend and include any and all correspondence and notifications, have been negotiated and are solely intended to be binding in their English version. All parties have agreed that only the English meaning of a word is binding. Any translation requested under any circumstance will only be applicable for the sole internal purposes of the Customer and will not be the basis of any claim, interpretation or award. In the unlikely event a local law would award or consider a translation of this Agreement a legal valid basis for

a claim against Revel, the Customer will hold Revel harmless of any such award and any and all costs and legal fees associated with the proceedings giving rise to the award. In the event of a conflict, the following order of precedence will apply: the Data Processing Addendum, Order Forms, SOWs, the body of this Agreement and URL Terms other than the Data Processing Addendum. Except as otherwise stated herein, this Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer correspondence or order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null, unopposable and void. Section headings are for convenience only and are not intended to affect the meaning or interpretation of this Agreement. A reference to a Section, Exhibit or Attachment which does not specify a particular document is to the relevant Section, Exhibit or Attachment of the document containing the reference. The words "hereby," "herein," "hereof," "hereunder" or other words of similar meaning refer to the entire document in which they are contained, and the word "or" is not exclusive and the words "including" or "include" are not limiting. This Agreement may be executed in counterparts, which taken together will form one binding legal instrument. The parties hereby consent to the use of electronic signatures (including via a "click and accept" pop up) in connection with the execution of this Agreement and any amendments thereto, and further agree that electronic signatures (including via a "click and accept" pop up) to this Agreement and any amendments thereto will be legally binding with the same force and effect as manually executed signatures.

12.13   Attorney Fees. Customer shall pay on demand all of Revel's attorney fees and other costs incurred by Revel in pursuing its rights and remedies under this Agreement, including but not limited to, collecting any unpaid fees, charges, penalties or other damages due to Revel from Customer under this Agreement.

12.14   US Federal Government End Use Provisions (if applicable). Revel provides the Service, Software and API/XML, including related software and technology, for federal government end use solely in accordance with the following: US government technical data and software rights related to the Service, Software and API/XML include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data)

and FAR 12.212 (Software) and, for US Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a "need for" right not conveyed under these terms, it must negotiate with Revel to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

13. Definitions.

"**API/XML Terms**" means the terms available at www.revelsystems.com/APITerms/ (or successor location designated by Revel), as such terms may be updated by Revel from time to time.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"**Agreement**" means this Customer Agreement, including the URL Terms and attachments thereto, and any fully executed Order Forms or SOW's.

"**API**" means Revel's application programming interface designed to facilitate the transmission of data (including Customer Data) to and/or from the Service and Software, licensed by Customer under an Order Form.

"**Authorized Parties**" means Customer's employees authorized to access and use the Service, Software, API/XML and Hardware through the Service's security designation.

"**Business Purposes**" means the facilitation of point of sale processes, customer experience, customer relationship management, and enterprise, inventory, employee and other internal management functions.

"**Confidential Information**" means (a) in the case of Revel, the Revel POS Platform, the Service (including any software (source code and object code) utilized by Revel in the provision of the Revel POS Platform or Service), the Software (source code and object code), API/XML and Work Product, and any improvements, modifications or extensions made to any of the foregoing; (b) in the case of Customer, Customer Data and Customer Materials; and (c) in the case of each party, the party's business or technical information, including training materials, information relating to software plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary in light of the nature of the information or the circumstances of its disclosure, and the

terms, conditions and pricing of this Agreement (but not its existence or parties).

"Customer" has the meaning set forth in the introductory paragraph of this Agreement.

"Customer Data" means the electronic data submitted by Customer or Authorized Parties to the Service.

"Customer Feedback" has the meaning set forth in Section 5.2 (Customer Feedback).

"Customer Materials" means information, data and materials made available to Revel by Customer in connection with this Agreement and any Order Form or SOW.

"Consumer" means any individual or entity client or customer of Customer.

"Data" means information relating to Consumers and/or transactions conducted through the Revel POS Platform, where such information is stored, transferred, or otherwise processed within the Revel POS Platform. The Data includes SKU-level transaction data if such data is made available to Customer.

"**Data Processing Addendum**" means the terms available at www.revelsystems.com/DPA/ (or successor location designated by Revel), as such terms may be updated by Revel from time to time.

"Deliverables" has the meaning set forth in Section 2.1 (Statements of Work).

"Documentation" means Revel's electronic user manual for the Service and Software, which may be updated by Revel from time to time.

"Hardware" means the Purchased Hardware and Third Party Hardware. "Hardware" may include iPads, other smart tablets, mobile devices, stands, cash drawers, payment card readers, printers, routers, scales and other peripherals.

"**Hardware Sale Terms**" means the terms available at www.revelsystems.com/HardwareSaleTerms/ (or successor location designated by Revel), as such terms may be updated by Revel from time to time.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service or Software, as developed by Revel and made generally available for production use without a separate charge to customers.

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"**Locations**" means those Customer locations identified in the applicable Order Form or SOW.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"New Product" means a release with significant new functionality and any associated user documentation which: (a) Revel in its sole discretion designates as a new product; (b) is made generally commercially available by Revel for a separate charge; and (c) is marketed by Revel as a new product generally to its end user customers even if it is capable of being integrated with the Service or Software.

"Offline Transactions" has the meaning set forth in Section 6.2 (Always-On Mode).

"Order Form" means the separate ordering document under which Customer subscribes to the Service, licenses the Software or API/XML, and/or purchases the Hardware, that has been fully executed by the parties and accepted by Revel pursuant to Section 1.1 (Order Forms).

"Order Form Term" has the meaning set forth in Section 11.1 (Term of Agreement, Order Form/SOW).

"Professional Services" means any installation, implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a SOW duly executed by authorized representatives of both parties.

"**Purchased Hardware**" means the hardware identified on the applicable Order Form as purchased by Customer from Revel.

"Revel" has the meaning set forth in the introductory paragraph of this Agreement.

"Revel Advantage Program" means the Revel-recommended credit card processing program which offers preferred processing rates and bundled services negotiated by Revel with third party payment providers.

"Revel Care Program" means the Revel hardware protection program offering Revel's Customer's additional protection for Purchased Hardware.

"Revel Care Program Terms" means the terms available at https://revelsystems.com/revel-care-terms/ (or successor location designated by Revel), as such terms may be updated by Revel from time to time.

"Revel POS Platform" means the platform commercialized by Revel to conduct or facilitate point of sale ("**POS**") transactions and/or electronic commerce transactions, including POS terminals ("**POS Terminals**"), back end technology (including

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all technology relating to data analytics, data management, data storage, reporting, ERP, CRM, payroll management and other back end portal functionality) ("**Back End**"), API/XMLs, networking, financial and electronic transaction clearing, omnichannel functionality, and all other aspects of physical and/or electronic commerce transactions processed through POS Terminals and/or the Back End.

"**Service**" means Revel's subscription-based, software-as-a-service offering provided to Customer by Revel in connection with Customer's use of Software and Hardware, as described in the Documentation and subscribed to under an Order Form. "Service" does not include payment processing or gateway services.

"**Software**" means Revel's software applications that are installed on the Hardware as described in the Documentation and licensed by Customer under an Order Form.

"**SOW**" has the meaning set forth in Section 2.1 (Statements of Work).

"**SOW Term**" has the meaning set forth in Section 11.1 (Term of Agreement, Order Form/SOW

"**Support Terms**" means the terms available at www.revelsystems.com/SupportServicesTerms/ (or successor location designated by Revel), as such terms may be updated by Revel from time to time.

"**Taxes**" has the meaning set forth in Section 4.6 (Taxes).

"**Term**" has the meaning set forth in Section 11.1 (Term of Agreement and Order Form).

"**Third Party Hardware**" means any third-party hardware not purchased by Customer from Revel.

"**URL Terms**" means, collectively, the Additional API/XML Terms, Support Terms, Hardware Sale Terms, Data Processing Addendum and Revel Privacy Policy.

"**Usage Data**" has the meaning set forth in Section 5.6 (Usage Data).

"**User ID**" means the unique user identification for sign in by Authorized Parties to the Revel POS Platform.

"**Work Product**" means all materials, software, tools, data, inventions, works of authorship and other innovations of any kind, including, without limitation, the Deliverables, that Revel, or personnel working for or through Revel, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or providing Deliverables or as a result of such Professional Services of Deliverables, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

"**XML**" means Revel's extensible markup language feed designed to facilitate the transmission of Data from Revel's POS Platform to an IP address provided by Customer.