



HEARTLAND'S E3™ END-TO-END ENCRYPTION WARRANTY

This E3 Warranty is an addendum to the Merchant Processing Agreement (MPA) (including the Terms and Conditions to that agreement and any related equipment agreement) between the merchant and Heartland Payment Systems, Inc. ("Heartland").

A MERCHANT USING HEARTLAND'S END-TO-END ENCRYPTION (E3) DEVICES AND HEARTLAND AGREE:

If, during the one-year warranty period on any particular Heartland E3 device, the device fails to prevent the unauthorized decryption of cardholder data on that particular device, and that failure is a direct result of a defect or error in Heartland's software or hardware:

- Heartland will pay the merchant the amount of compliance fines, fees and/or assessments the merchant pays to the card brands, issuing bank or acquiring bank.
- Heartland will pay the merchant any costs the merchant pays for a directly related forensic audit conducted by a PCI-certified Qualified Incident Response Assessor (QIRA).

THIS WARRANTY APPLIES ONLY IF:

- The merchant is (i) a party to Heartland's Merchant Processing Agreement; (ii) processing transactions through Heartland at the time the failure occurs; (iii) and in compliance with all of its terms and conditions.
- The merchant complies with all terms and conditions of any equipment warranty, implements all required updates and upgrades on the Heartland E3 device and allows Heartland access to the device immediately upon Heartland's request to implement any updates or upgrades.
- The merchant cooperates with and provides access to information to Heartland and others including, but not limited to, transactions, financial and/or forensic audits, inspections of facilities, equipment, infrastructure and/or documents.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, HEARTLAND DISCLAIMS, TO THE EXTENT ALLOWED BY LAW, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HEARTLAND BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUE AND/OR BUSINESS OPPORTUNITIES, EVEN IF IT HAS BEEN ADVISED OF OR SHOULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.



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