Touch N' Go Systems, Inc.

January 1999

Year 2000 Readiness Disclosure
Touch N' Go® — The Desktop In-And-Out Board

Due to the design requirement for *Touch N' Go* to run on 16 bit computers, the Microsoft Access® 2.0 database engine has been utilized, which, itself, is not fully year 2000 compliant. However, *Touch N' Go* does not utilize any of the non-compliant functions of Access 2.0. This has been tested and no year 2000 problems have ever been observed. Each user should, however, test *Touch N' Go* to determine that *Touch N' Go* does not have any year 2000 compliance problem in the user's specific operating environment.

Applicability: This Year 2000 Compliance Statement applies to the following programs:

⇒   20   User Classic Edition: all versions
⇒ 100+ User Enterprise Edition: all versions
⇒ 200+ User Corporate Edition: all versions

NOTWITHSTANDING THE FOREGOING, TOUCH N' GO MAKES NO ADDITIONAL WARRANTIES NOR ASSUMES ANY LIABILITY IN ADDITION TO THAT CONTAINED IN THE *TOUCH N' GO* USER LICENSE, WHICH IS AS FOLLOWS:

4. LIMITED WARRANTY

A. LIMITED WARRANTY. Touch N' Go Systems warrants that the Software will perform substantially in accordance with the documentation for a period of ninety (90) days from the date of receipt. Implied warranties on the Software, if any, are limited to ninety (90) days.

B. CUSTOMER REMEDIES. Touch N' Go Systems' and its suppliers' entire liability and your exclusive remedy shall be, at Touch N' Go Systems' option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet Touch N' Go Systems' Limited Warranty and which is returned to Touch N' Go Systems with a copy of our receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

C. NO OTHER WARRANTIES. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

To the maximum extent permitted by applicable law, Touch N' Go Systems and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software.

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It is specifically understood by you that the Software is intended to be useful in a myriad of situations, many of which will have substantial financial consequences. While Touch N' Go Systems welcomes the challenge of working closely with you in application of the Software to individual circumstances, we cannot assume the responsibility for any consequential damages without raising the Software's price and, thus, Touch N' Go Systems offers only the limited warranty stated here.

May 1, 1998