Extended Warranty and Service Agreement
nextScan, a division of Digital Check Corp.

This EXTENDED WARRANTY AND SERVICE AGREEMENT (this "Agreement") applies to the purchase of extended warranty and related services offered by nextScan, a division of Digital Check Corp., to the customer ("Customer") identified on the accompanying quotation, credit application, proposal, order acknowledgement, or invoice (the "Sales Confirmation"), with respect to the equipment (including serial number) ("Equipment") listed on such Sales Confirmation.

WHEREAS, Customer owns the Equipment, including all modules listed on the Sales Confirmation, and all such Equipment currently is covered under the original manufacturer's warranty or a separate extended warranty agreement between the parties hereto (a "Separate Agreement").

WHEREAS, the Equipment is comprised of subassemblies and/or components ("parts"), and parts are categorized as either consumables, all of which are listed on Attachment A hereto, or non-consumables.

WHEREAS, Customer desires to purchase extended warranty coverage for the Equipment beyond the term of the original manufacturer's warranty or the term included in a Separate Agreement, as applicable, and to engage nextScan to provide certain related services, and nextScan desires to provide such extended warranty coverage and the services described herein, subject and pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

What the extended warranty covers:

nextScan warrants the Equipment, if used in accordance with all applicable instructions, to be free from original defects in material and workmanship from the period beginning on the Extended Warranty Start Date listed on the Sales Confirmation and ending on the Extended Warranty Expiration Date listed on the Sales Confirmation (such period, the "Extended Warranty Period"). If the Equipment proves to be defective in material or workmanship during the Extended Warranty Period, nextScan will, at its sole discretion and subject to the terms of this Agreement, repair or replace the Equipment with a similar product as Customer's sole and exclusive remedy, and nextScan's sole and exclusive liability, for nextScan's breach of such warranty. Replacement products, parts, or modules may include remanufactured or refurbished parts or modules. Replacement products, parts, and modules shall become Customer's property. The replaced products, parts, and modules shall become nextScan's property, and nextScan shall have no obligation to return the replaced products, parts, and modules to Customer. All nextScan refurbished or exchanged products provided pursuant to this Agreement will be covered by, and subject to this Agreement for, the balance of the time remaining on the Extended Warranty Period or, if longer, an additional ninety (90) days.

When the extended warranty is available for purchase

Except as described under "How to reinstate warranty coverage," the extended warranty and services offered under this Agreement are only available for purchase during the original manufacturer's warranty period for the Equipment or, thereafter, during an extended warranty period under a Separate Agreement. Renewal notices are sent under this Agreement as a courtesy only. It is solely Customer's responsibility to timely renew warranty coverage on the Equipment.

What services are included:

nextScan will, subject and pursuant to the terms of this Agreement, provide the following services to Customer during the Extended Warranty Period:

Technical Support

- Unlimited telephone and/or email support for covered warranty issues. Technical support hours may be purchased at a discounted rate of $100 per hour during the Extended Warranty Period for training or non-warranty support issues.

- Support via phone and/or e-mail during normal business hours, which are Monday through Friday, 8:00 a.m. to 5:00 p.m. Mountain Time, excluding holidays. nextScan will provide a response time of eight (8) business hours or less.
- Phone/e-mail support outside of normal business hours, when scheduled in advance pending nextScan availability and confirmation.
- Remote support (screen sharing/control) if Customer provides suitable internet access to the Equipment. The cost of providing access to the Equipment for remote support is the sole cost and responsibility of Customer.
- Onsite technical support:
  - ☐ Remote Support Package: Onsite technical support is not included in this Agreement. If onsite support is requested, it will be quoted separately at the time of the request and will include travel costs and may include travel time for service personnel.
  - ☐ Onsite Support Package: Onsite technical support is included in this Agreement. The number and/or frequency of onsite support visits will be detailed in the quotation for this Agreement, which is incorporated by reference. Onsite support requests in excess of those covered will be quoted separately.

Software

- Access to new minor release versions of nextStar software, e.g., 4.1 to 4.2, with all features and components that are licensed to Customer under the original purchase, e.g., OCR. Software updates will not be more frequent than quarterly and will be provided by Customer request. This Agreement only provides access to the software and does not cover any parts, hardware, or upgrades required to run the latest nextStar software or operating system. All upgrade costs are the responsibility of the Customer.

Maintenance

- This Agreement provides one (1) preventative maintenance ("PM") per system. PM includes labor and non-consumable parts. Unless the onsite option has been purchased, all PM work will be provided at the nextScan factory.

nextScan warrants that all services provided hereunder will be performed using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. nextScan's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the limited warranty set out in this paragraph shall be reperformance of the affected services.

What the extended warranty does not cover:

In the event that Customer returns Equipment that is determined by nextScan, in its sole discretion, to be malfunctioning because of non-warranty related causes, nextScan reserves the right to assess a fee, in an amount determined by nextScan, in addition to shipping and handling costs. Customer is responsible for fees associated with non-warranty claims, including but not limited to cleaning, inspection, no trouble found, declined repairs, and customer induced damage.

Non-warranty related causes include (a) foreign objects, such as tape or film splice material, jammed inside the Equipment; (b) liquids found inside the Equipment, such as third-party lubricants; (c) excessive build-up of dust or film residue resulting from not performing regular recommended cleaning; (d) operating the Equipment outside the recommended normal duty cycle or recommended electrical or environmental conditions; or (e) unauthorized service or repair. See exclusions below for an expanded list of non-warranty related items. If any Equipment is determined by nextScan, in its sole discretion, to be non-repairable due to user negligence or abuse, Customer will be responsible for the costs associated with replacing such Equipment.

Exclusions:

1. Any Equipment on which the serial number has been defaced, modified or removed.
2. Consumable items.
3. nextScan provides no warranty for third-party software.
4. Damage, deterioration or malfunction resulting from:
   a. Accident, misuse, abuse, neglect, fire, water, lightning, or other acts of nature, unauthorized Equipment modification, or failure to follow instructions supplied with the Equipment.

b. Repair or attempted repair by anyone not authorized by nextScan.
c. Damage to, or loss of, any programs, data or removable storage media.
d. Software or data loss occurring during repair or replacement.
e. Any damage of the Equipment due to poor packaging or during shipment.
f. Removal or installation of the Equipment, other than any damage or malfunction caused by nextScan's negligent installation of the Equipment.
g. Causes external to the Equipment, such as electric power fluctuations or failure, acts of God, war, invasion or act of foreign enemy, terrorism, cyberattack, hostilities, civil war, rebellion, strikes, lockouts, labor disturbances, or civil commotion.
h. Use of supplies or parts not meeting nextScan's specifications.
i. Normal wear and tear.
j. Failure to follow manufacturer's instructions, specifications, or user manuals.
k. Failure to perform recommended periodic Equipment maintenance.
l. Any other cause that does not relate to an original product defect.
m. Cosmetic damage.
n. Third party acts, including theft and vandalism.
o. Damage to, or abuse of, the coating on the surface of the Equipment from inappropriate cleaning.

5. Removal, installation, and set-up service charges.
6. Shipping from Customer's location to nextScan.
7. Any Equipment that has been serviced, repaired, refurbished, or exchanged other than pursuant to the original manufacturer's warranty, a Separate Agreement, or this Agreement.
8. Any Equipment manufactured according to Customer's specifications.
9. Training, including user or maintenance training.
10. Setting-up or maintaining Customer's network.
11. Parts, hardware, or upgrades required to run the latest nextStar software or operating system.
12. Service necessary to comply with requirements or regulations of any government body or agency arising after the date on which the Equipment was purchased.
13. Damage that is not reported prior to expiration of the Extended Warranty Period during which it occurred.

How to get service:

For information on obtaining service under this Agreement, Customer shall contact its nextScan reseller, nextScan Customer Support (email support@nextscan.com) or visit our web site at https://www.nextscan.com/support/create-support-request/.

Customer will be required to provide:

1. Customer name.
2. Customer shipping address, email address and phone number.
3. The Agreement Number.
4. The model number(s) and serial number(s) of the Equipment.
5. A description of the service request or problem.

In addition, upon the request of nextScan, and as a condition to obtaining service hereunder, you may be required to provide copies of business records evidencing your operation and maintenance of the Products in accordance with the terms and conditions of this Agreement and all applicable manufacturer's instructions, specifications, and user manuals.

Customer is responsible for packing, shipping, and returning the Equipment prepaid in the original container, with all original accessories and packed as originally received and in accordance with our packing and unpacking instructions, to nextScan. If the factory packaging is not available, Customer may contact nextScan to purchase packaging. It is recommended that Customer obtain insurance on the Equipment Customer is returning should it be damaged during shipping. Upon receipt of the returned Equipment, nextScan will examine the Equipment and determine, in its sole discretion, whether the Equipment is defective. Except as otherwise provided herein, all Equipment, and any refurbished or exchanged products provided pursuant to this Agreement, are returned to Customer via standard ground shipment at no charge to Customer. Expedited shipment is available at the then-current price.

No warranty service will be provided, and nextScan is not responsible for, any returned Equipment without an

assigned Return Material Authorization (RMA) number. All shipments to nextScan must have the RMA number clearly marked on the packaging and/or shipping label.

How to reinstate lapsed warranty coverage:

In the event that Customer fails to renew warranty coverage under this Agreement prior to the expiration of the Extended Warranty Term, resulting in a lapse in coverage, Customer may reinstate warranty coverage subject to the following conditions:

1. nextScan may, at its option, require Equipment recertification at Customer's cost. nextScan may deny reinstatement of warranty coverage due to the condition of the Equipment and may deny extended warranty certification, in each case at its sole discretion.
2. Customer may, at the option of nextScan, be required to pay a reinstatement fee of up to 50% of the extended warranty price in addition to the price for extended warranty coverage for the next Extended Warranty Period.

Disclaimer and limitation of implied warranties:

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE UNDER "WHAT THE WARRANTY COVERS" AND "WHAT SERVICES ARE INCLUDED", NEXTSCAN MAKES NO WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE) WITH RESPECT TO THE EQUIPMENT OR ASSOCIATED SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

Exclusion of damages:

THE REMEDIES DESCRIBED ABOVE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND NEXTSCAN'S ENTIRE LIABILITY FOR ANY BREACH OF THIS AGREEMENT. NEXTSCAN'S TOTAL LIABILITY FOR ANY BREACH OF THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO NEXTSCAN PURSUANT TO THIS AGREEMENT. THE EXPRESS WARRANTIES HEREIN AND THE REMEDIES SPECIFIED ABOVE ARE EXPRESSLY CONDITIONED ON CUSTOMER GIVING WRITTEN NOTICE TO NEXTSCAN OF ANY BREACH OF ANY SUCH EXPRESS WARRANTY, REASONABLY DESCRIBED, WITHIN 10 DAYS AFTER CUSTOMER DISCOVERS OR OUGHT TO HAVE DISCOVERED THE BREACH.

NEXTSCAN SHALL NOT BE LIABLE FOR ANY OTHER LOSSES OR DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE, AND WHETHER DIRECT OR INDIRECT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE EQUIPMENT OR ASSOCIATED SOFTWARE, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, DIMINUTION OF VALUE, SERVICE INTERRUPTIONS, PROCUREMENT OF SUBSTITUTE SERVICES, OR OTHER OR INTANGIBLE COMMERCIAL LOSS.
2. LOSS OF, OR DAMAGE TO, DATA FROM ANY CAUSE.
3. ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE USE, OPERATION, OR MAINTENANCE OF THE EQUIPMENT AND ASSOCIATED SOFTWARE.
4. ANY CLAIM AGAINST THE USER BY ANY OTHER PARTY.

Customer acknowledges and agrees that the above limitations of liability, together with the other provisions in this Agreement that limit liability, are essential terms and that nextScan would not be willing to grant Customer the rights set forth in this Agreement but for Customer's agreement to the above limitations of liability.

Effect of local law:

This Agreement gives Customer specific legal rights, and Customer may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to Customer. This Agreement is otherwise governed by the laws of the State of Illinois, without reference to rules governing choice of law.

Disputes:

Most Customer concerns about the Equipment can be addressed by contacting nextScan at the number listed above under "How to get service". In the event nextScan cannot resolve any dispute relating to this Agreement, then nextScan and Customer both agree that any controversy or claim arising out of or relating to this Agreement shall be settled exclusively by arbitration before a single arbitrator administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. **nextScan and Customer both give up the right to resolve any controversy or claim arising out of or relating to this Agreement in court, whether in front of only a judge, or in front of a judge and a jury.** nextScan and Customer each agree to arbitrate solely on an individual basis and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Neither the AAA nor the arbitrator shall have the power to consolidate more than one person's claims or to otherwise preside over any form of a representative or class proceeding. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

No action related to this Agreement may be brought more than two (2) years after the cause of action first accrued.

Other Provisions:

nextScan will NOT be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing its obligations hereunder when such failure or delay results from causes or circumstances beyond its reasonable control. Any failure or delay by nextScan in exercising any right or remedy hereunder will not constitute a waiver of future exercise of that right or remedy. The waiver of any right or remedy will be effective only if in writing and signed by nextScan. nextScan may assign this Agreement, or assign the right to receive payments, without Customer's consent. nextScan may subcontract any services described in this Agreement to third parties selected by nextScan. Customer may not assign or otherwise transfer this Agreement or any of Customer's rights or obligations under this Agreement without nextScan's prior written consent, and any purported assignment or transfer in violation hereof is null and void. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. This Agreement may be modified only in writing signed by nextScan. Each provision of this Agreement is severable, and if a provision is declared invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed severed from this Agreement in such jurisdiction such that the rest of this Agreement will remain in effect, and such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. The terms and conditions of this Agreement shall prevail over any conflicting, additional, or other terms of any purchase order or other Customer document, except as otherwise expressly agreed to by nextScan in writing. Customer accepts this Agreement by sending a purchase order to nextScan that references the Agreement Number or the Customer otherwise engages in conduct that recognizes the existence of a contract pertaining to the subject matter hereof.

ATTACHMENT A – Consumables

The following parts are consumables, listed by product name.

System	Description	Part Number
FlexScan	N/A	N/A
FlexScan+	N/A	N/A
FlexScan Rollfilm Module	35mm Cleaning Roller	3-1020-025-35
	Capstan	3-1020-032
FlexScan Fiche Module	3/8” Supernut 10 Pitch	3-3011-003-010
	Anti-Backlash Nut HS	3-3011-009
Glass	5x8 Bottom	3-1020-265
	5x8 Top	3-1020-264
	4x6 Top	3-1020-276
	3x8 Top	3-1020-280
	3x5 Top	3-1020-277
FlexScan Fiche Loader	Large Belt	3-2030-027
	Medium Belt	3-2030-028
	Small Belt	3-2030-029
	Loader Cork	3-2030-023
	Drive Roller	3-2030-022
Eclipse	35mm Cleaning Roller	3-1020-025-35
	16mm Cleaning Roller	3-1020-025-16
	3/8” Supernut 16 Pitch	3-3011-003-016
	Capstan	3-1020-032
FlexView	Capstan	3-1020-032