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Digitech Systems, LLC Reseller Product Sales & Support Policy

Overview

Digitech's philosophy of providing legendary customer support to our resellers and end-users is an important component of our Foundation. We offer a broad selection of product support and maintenance options. An overwhelming majority of our resellers and end-users take advantage of our value-priced annual maintenance and support contract ("Support").

Product knowledge and technical support is critical to customer satisfaction within the first year of ownership which is why the initial Software Purchase price must include the purchase of the first 12 months of product Support. Understanding capabilities and quickly solving technical issues within the first year of ownership has proven to significantly increase customer awareness and satisfaction. This ultimately results in a long and prosperous customer relationship. Complimented with Technical Support to obtain help on setting up initial basic projects, problem solving, and obtaining the latest product releases, our commitment to customer service has proven to be a successful formula. Digitech will notify you approximately 60 days prior to your annual Support renewal through a series of email communications. These communications are intended to assist you in informing your customers when their annual Support requires renewal. This allows you to have a positive interaction with your customer, as the service you provide will keep their Support from expiring.

To maintain our tradition of providing legendary customer support, Digitech also provides additional support tools, our Knowledge Base and the Digitech Forum. The Digitech Knowledge Base is a database of answers to questions about our products and is available 24 hours a day 7 days a week. The Knowledge Base is easy to use and easy to access. Visit www.digitechsystems.com and click on the Contract Us page or directly at <http://kb.digitechsystems.com>. The Digitech Forum is a web-based moderated community of resellers and customers participating in an electronic exchange of various types of technical application information as it relates to Digitech's products in real life scenarios. Many of your questions may have already been asked and answered; simply log onto to our Forum at <http://forums.digitechsystems.com> to see if your question/answer is posted on the Forum.

In our continued efforts to make doing business with Digitech easy, Purchase Orders can be sent to sales@digitechsystems.com or we offer a toll-free fax number you can utilize for faxing Purchase Order Forms (Schedule C). The fax number is **866.245.3569**. **Please be sure your fax machines have this toll-free number programmed.**

We encourage you to continue to utilize MyDSI, which can be found by visiting our website at www.digitechsystems.com and clicking on the Contact Us page or directly at <http://mydsi.digitechsystems.com>. MyDSI is our revolutionary customer support tool. MyDSI

allows authorized access to an unprecedented amount of customer and account information via the web. MyDSI can be used to obtain information about Support renewal, access the latest product downloads, and authorize your Digitech software from anywhere in the world. MyDSI also allows you to access our Sales & Marketing section which provides our resellers with our latest sales and marketing tools.

Resellers represent Digitech and our ongoing commitment to outstanding customer service. As such, authorized Digitech resellers are required to renew all of their Support contracts if they plan to continue reselling Digitech products. By emphasizing your commitment to the value of Digitech's customer service, end-users will also appreciate the unparalleled value and peace of mind inherent in annual service contract ownership. Satisfied customers are your greatest and most effective source of new and recurring business.

Support Access

- Provided the Reseller is eligible, unlimited technical support is easily accessible by calling our toll-free number 877.374.3569, or emailing us at support@digitechsystems.com, during our normal hours of operation, which are between 8:00 a.m. and 6:00 p.m., Central Time, Monday through Friday.
- Digitech will consider your request for after hours support on a case-by-case basis. The cost and timelines for delivery of the service will be determined after the review of the inquiry. All Purchase Orders must be received before the after hours service can be scheduled.
- Support includes access to all software updates, both major and minor releases, together with automatic notification of new product releases via email.
- MyDSI gives authorized customers access to customer account information over the Web. Customers have the ability to view the status of technical support cases, product enhancement requests, current account data and Support renewal dates for both your software and your end-user's software. Also included in MyDSI is a list of enhancements specific to each product release. Purchased products can now be authorized and downloaded by visiting www.digitechsystems.com and clicking on the Contact Us page or directly at <http://mysi.digitechsystems.com>.
- The Knowledge Base allows you to access Digitech's legendary technical support 24 hours a day 7 days a week via the web. Full text search capabilities allow the reseller and end-user the ability to access this vast database of Digitech's technical support knowledge. Visit www.digitechsystems.com and click on the Contract Us page or directly at <http://kb.digitechsystems.com>

The Digitech Forum is a web-based moderated community of resellers and customers participating in an electronic exchange. Post a question...get an answer. Working during off-hours? Tech support is just a click away. The Forum is designed as an accumulation of actual customer support scenarios and their related solutions. The Forum is searchable and moderated. The Forum is available only to those resellers and customers with current maintenance contracts, and you will need to obtain an account code for authorization to enter. Visit www.digitechsystems.com and click on the Contract Us page or directly at

<http://forums.digitechsystems.com>. The Forum is a self-building database so visit it often to stay current on all the unique ways Digitech Software is being deployed. Moderators are standing by.

- If a customer is not current with their software Support, they can contact Digitech Systems LLC and request to purchase Technical Support at the rate starting at \$225.00 per hour. For larger projects customers can also contract with Digitech Systems Professional Services, LLC (DSPS) for Support. DSPS will require that an executed contract be in place for each incident prior to the commencement of services. All charges associated with the services will be on a pre-payment basis.
- We will only schedule time for support after the credit card payment has been processed.

Policy

- Support contracts must be kept current for ALL copies of Digitech Software registered to a Reseller in order for that Reseller to be considered an authorized Reseller of Digitech product. Only an authorized Reseller may renew support contracts for end-users. In other words, a Reseller cannot purchase a Support contract for a single copy of PaperFlow™ and not renew any remaining copies of the same product, product line or other Digitech products. For example, if a Reseller renews a contract for their first PaperFlow in January and then chooses not to renew another PaperFlow Support contract (for a subsequently purchased PaperFlow license) in March, Support for the entire Digitech PaperFlow product line is voided. If a Reseller owns a copy of PaperVision® and a copy of PaperFlow, both must have current Support contracts.
- End-user customers must keep their support contracts current by Digitech product line in order to receive phone support and the latest upgrades on such products. An End-User Customer whose Support has lapsed may only obtain the latest release of the software by bringing their Support current, from the point in time it lapsed. It is a violation of the Reseller and End-User License Agreement, as well as copyright law, to distribute product upgrades to customers with expired Support contracts.
- Reseller's customers without current Support contracts may still access technical support on a per-incident basis as outlined above. Resellers' having a past due balance with Digitech will be denied access to technical support and product upgrades, and purchase orders will not be processed.
- If a Reseller ceases to exist, no longer sells Digitech products, or does not renew the Support contracts for their customer in a timely manner, the end-user may purchase an annual Support contract from another authorized Digitech Reseller or directly from Digitech for the product Support list price. That end-user will be bound to the same rules of this policy.
- Each new purchase of software must include the purchase of the first 12 months of Support. Since the first 12 months of support is purchased with the software, support commences on that date, including reseller inventoried software that has not been installed.

Renewal Procedures

- On the first of each month, Digitech will email one maintenance notification listing all licenses that are coming due for the current month and the following month for all Reseller's and their customers with active maintenance agreements. All the information a Reseller will need to inform its customer(s) and issue Digitech a purchase order for the required renewal will be contained in that email. All Support renewal information is always available on MyDSI. In all cases, the receipt of the purchase order initiates an invoice, which will be processed under the Reseller's existing credit terms. The purpose of the maintenance notifications is so that the Reseller can contact the End-user to confirm the maintenance renewal. It is the responsibility of the Reseller to timely renew the maintenance agreement(s) for End-user customers so that Digitech can update the End-user customer records to ensure that the customer is eligible to receive technical support and upgrades to the Software Products.
- Seven (7) days prior to the Support expiration date, Digitech will email you another reminder, again providing all the information you will need to issue Digitech a purchase order for the required renewal.
- On the date the contract expires and Digitech has not received a purchase order from you, (the Reseller), to renew the Support contract in question, Digitech will send a final email to you and your end-user notifying both of you that the contract expired. The email to the end-user will also inform them that they are eligible to purchase annual Support directly from Digitech. If the end user elects to renew Support through Digitech, that Support renewal will be at the current list price.
- If Digitech does not receive a purchase order to renew the Support contract, you will not be invoiced for that Support renewal. That Support contract will expire. You can reinstate this contract at any time. However, you must reinstate it back to the date that it was originally due. Retroactive Support contracts can be purchased at the normal price. In other words, a contract due for renewal in January will be rolled back to January if it is renewed in March. As such, all benefits of previous period product updates and upgrades will be made available to the retroactive subscriber.
- Requests to renew annual maintenance need to contain all relative information pertaining to the Software licenses being renewed. The required information listed below can be found on your MyDSI account and is:

Reseller Company Name
End-user Company Name
Complete Product Name
Number of Seats per Serial Number
License serial number
Maintenance period renewed (must be at least 12 months)

Digitech provides a maintenance renewal Purchase Order Form, Schedule E; this form is available and can be accessed from your MyDSI account. This form contains all of the information required to renew maintenance for the Software license. You can renew maintenance in one of three ways: reply to the automatic renewal notices sent out by Digitech;

complete Schedule E for the Software license you wish to renew maintenance; or provide an internally generated Purchase Order that contains all of the required information listed above.

Requests to renew maintenance that do not contain the required information will be sent back to you to complete.

Software Products

You may install and use the software on a single terminal connected to a single computer for use. If client access licenses ("CALs") of the software have been purchased you may network the software and install it on multiple computer terminals, but you may only use it concurrently on the number of systems equal to the number of CALs purchased.

PaperVision.net Enterprise and PaperVision Enterprise software are licensed as PaperVision Enterprise CALs. For each of the PaperVision.net Enterprise and PaperVision Enterprise license purchased, you are entitled to store data for only a single company, proprietor or individual ("ENTITY") in a database. If additional ENTITIES are required, additional licenses of PaperVision Enterprise must be purchased. The PaperVision.net Enterprise Unlimited product is Unlimited in the number of CALs only.

PaperVision Enterprise CALs are for use with a single database (e.g., a single database created on a Microsoft SQL Server database server). If multiple databases are required, you must purchase separate CALs for use with that database. You are entitled to store data for only a single ENTITY in a database. If additional ENTITIES are required, you must create separate databases and purchase separate CALs for use with each of those databases.

PaperVision Enterprise CALs may be purchased individually or in blocks. CALs are to be used to access ENTITY data. Block licenses of CALs to a specific ENTITY shall remain with that ENTITY; if additional ENTITIES are involved, additional CALs must be purchased for each additional ENTITY. PaperVision Enterprise CALs may be used for both PaperVision Enterprise and PaperVision.net Enterprise.

You may not, in any manner, modify the software without the express written permission of Digitech with the following exception. Changes may be made to PaperVision.net ASP and HTML files provided that the product information screen ("ABOUT SCREEN") is not modified, and the "Powered by PaperVision" logo is prominently displayed with all links (including those below the logo) left in tact, including the ABOUT SCREEN and other associated links on every page utilizing PaperVision.net technology.

Modifications may be made to the source code included with PaperVision Enterprise provided that those modifications do not alter any PaperVision logo, ABOUT SCREEN or copyright notices. Modifications may not be made to any API within the SOFTWARE. Digitech shall be the sole owner of each and any such change or modification when made by the Entity licensing PaperVision Enterprise or any third party. By the use of the Software product, you agree to assign, convey and transfer to Digitech any and all ownership, copyright and other rights. Modifications or changes made to the source code included with PaperVision Enterprise must be forwarded to Digitech within five (5) business days following such change or modification being made.

You agree to provide SOFTWARE PRODUCT-generated license reports promptly, and in their entirety, to Digitech Systems technical support upon request.

PaperVision Capture is licensed as both SOFTWARE PRODUCT CALs and NALs for each manual technology component (“MANCOM”) such as Capture or Index, as well as automated technology components (“AUTOCOMs”) such as Barcode 1D, Barcode 2D, OCR, Full-Text OCR, Handwriting, and Image Processing. MANCOM CALs and NALs are required at the time of use. AUTOCOM CALs and NALs are required by the computer (or automation process, if being performed via the automation service) capturing the information at the time of capture (i.e. scanning or importing the images) if the captured information requires processing by the AUTOCOM (either in the current job or a different job). If the PaperVision Capture Automation Service (“PVCAS”) is being used to capture information (i.e. importing images via custom code), each Automation Process of the PVCAS requires the appropriate AUTOCOM CALs and NALs (as outlined above) as if each Automation Process were a separate computer. For each of the SOFTWARE PRODUCT licenses purchased, you are entitled to capture and process data for any number of COMPANIES as long as all jobs and data are stored under a single PaperVision Capture Entity (“PVC ENTITY”). If additional PVC ENTITIES are needed, additional CALs or NALs for SOFTWARE PRODUCT must be purchased. SOFTWARE PRODUCT CALs and NALs are for use with a single database (e.g., a single database created on a Microsoft SQL Server database server). If multiple databases are required, you must purchase separate CALs or NALs for use with each database. SOFTWARE PRODUCT CALs or NALs may be purchased individually or in blocks. A block of multiple CALs may only be assigned to a specific PVC ENTITY; if additional PVC ENTITIES are desired, additional CALs or blocks of CALs must be purchased for each additional PVC ENTITY.

For further clarification, Digitech’s EULA requires any End-User of **PaperVision Capture** wishing to perform an OCR, Barcode or Image Processing function to have acquired a valid license for the device that captures or creates the image. This includes instances where a device captures or creates images that are then imported into **PaperVision Capture** to perform an OCR, Barcode or Image Processing function. By way of example a scanner, or multiple scanners capture images that will subsequently be processed through **PaperVision Capture** OCR require a valid OCR license for each scan station regardless of the software used to scan the image.

If documents or images are imported into an automation server/service for processing through OCR, Digitech’s EULA will require the End-User to acquire valid licenses, equal in number to the number of scanners or devices that created the original images being processed through the automation server/service even if these images were not “captured” by **PaperVision Capture** OCR license.

Technical support will only be provided for issues not related to modifications made to the original software. If modifications are made to the Software, Digitech will request that the software be restored to its original form prior to providing support.

Transfer Policy

Digitech will allow resellers to transfer software that has not been installed or authorized (“New Software”) sold to a specific end-user up to 60 days after the purchase date. Software sold and

licensed in blocks may only be transferred, within the 60-day period, in the same blocks. Blocks may not be split or separated in any way. In all cases, including transferring unauthorized software, Support commences on the date of purchase, not the date of transfer. Digitech reserves the right to validate all transfers, as software installed and authorized for a specific end-user may not be transferred.

Return Policy

At Digitech, we understand that there are times when you may need to return a selective purchase. To facilitate the return of a Digitech product, you will need to have the return pre-approved. After that approval, you will receive return instructions. Returns will only be accepted within 30 days of the issuance of the purchase order and only for software that has never been installed. A 15% restocking fee will be applied to all approved returns.

Internet Pricing

You may not publish any product pricing on the internet without written approval from Digitech. Failure to comply may place the reseller in violation of their Software Reseller Agreement.

Dongle Keys

Dongle keys are no longer available for any products. If you have a Defective dongle key, you may upgrade the product to the downloadable version of PaperFlow™.

Manuals

We no longer ship hard copies of product manuals. Manuals are available for download on every product at MyDSI.

Upgrade Policy

When upgrading any PaperFlow products within the PaperFlow product line or PaperVision Capture named to a concurrent of same product (i.e. PVCapture scan named to PVCapture scan concurrent), a 75% credit will be applied toward your new purchase based on the current product pricing. Please note that this policy does not apply to any volume licenses (i.e. PaperFlow 120K click, PaperFlow 360k click).

PaperFlow OCR/BC license upgrades to PaperFlow PRO license. Please note that the maintenance of the upgraded PaperFlow Pro license will automatically change to \$760.00.

Please contact technical support at support@digitechsystems.com to obtain the appropriate form required to upgrade from PaperFlow to the PaperVision Capture equivalent.

Volume Licenses

Volume licenses are sold on an annual volume basis. Volumes are reset at the annual renewal date. If additional volume is required, customer will receive a credit for the original purchase price of that volume license, maintenance not included, toward the purchase of a new volume license. Maintenance for the new volume license is also required as part of the new volume purchase.

PaperVision Enterprise Volume Pricing

Volume pricing on PaperVision Enterprise applies to individual end-users on current purchases only. Authorized Software resellers may reduce the price per seat license by the specific amount identified in the Schedule B and Schedule C in the Digitech Software Reseller Price List. You must contact Digitech for pricing related to more than 250 concurrent users or an Unlimited PaperVision Enterprise user license.

PaperVision Enterprise Certification

Resellers must be certified to resell PaperVision Enterprise (PVE) to new end-users. Digitech's PVE Certification program prepares resellers with the knowledge and skills to successfully sell and install our flagship retrieval product PaperVision Enterprise. Resellers may qualify as PVE Certified by attending a PaperVision Enterprise technical training and successfully passing the PVE Certification test, or by installing the minimum PaperVision Enterprise (PVE) and related PVE product licenses over the duration of the certification period.

Digitech authorized resellers who do not wish to obtain the PVE Certification may only sell PVE to their existing end-users.

Changes and Modifications

Digitech reserves the right to modify our product support and sales policies. To ensure you can view the latest version of these policies, Digitech will have them available on MyDSI.

Conclusion

We are proud to serve our customers with legendary customer service. It is our hallmark, at Digitech, and has proven to be a key to our success. We encourage all of you to take advantage of our service and support to maximize both your product knowledge and effectiveness, as well as

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increase your sales through meeting and exceeding your customer needs. As always, we appreciate your business and look forward to a prosperous future together.