

ADVANCE EXCHANGE (AE) SERVICE CONTRACT

This document sets forth the entire Contract between DNP Imagingcomm America Corporation (hereinafter referred to as DNP IAM, We, Us and Our), and the Customer (hereinafter referred to as a Customer, You and Your). No representation, promise or condition set forth elsewhere shall modify these terms. This Contract is applicable to Customers who purchase and use the Printer in the 48 contiguous United States and/or Canada.

1. PURCHASE PERIOD. Customer's purchase of a service plan must reference printer model number, printer serial number and location details. An Advance Exchange service plan must be ordered within 60 days of your printer purchase. Proof of printer purchase must be sent in at time of service plan Purchase Order (PO). Register your AE Plan at CustomerCare@dnp.imgcomm.com or at www.dnpphoto.com/Support/AE/AERegistration.aspx.

2. WHAT IS COVERED. It is within DNP IAM's sole and absolute discretion whether the exchange of a defective Printer, with a new or refurbished unit ('Replacement Unit') of comparable functionality for models defined on the face hereof shall be deemed covered 'Advance Exchange' service program. We will furnish labor and parts to repair operational or mechanical breakdowns specified in this Contract, provided such service is necessitated by product failure during normal usage. The product specified and covered includes only equipment as originally configured and charged for under this Contract. Coverage also applies to the parts and accessories that are necessary to the covered product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered product.

The maximum liability owed to You under this Contract will be the full retail cost of Your Printer minus the sales tax. In the event We (I) replace the Printer with a printer with equivalent specifications or (II) reimburse You for the current market value of the Printer with equivalent specifications or (III) reimburse You for the retail amount of the Product, less claims made, minus sales tax, We shall have satisfied all obligations owed under this Contract.

We are not responsible for cosmetic damage of fixed infrastructure as a result of dismantling or re-installation of a repaired Printer into a Customer installation.

3. THERMAL PRINT HEAD LIMITATIONS. DNP IAM's standard thermal print head warranty limits will be increased under the AE service contract. The cost of the thermal print head is not covered beyond the limitations provided below.

PRINTER MODEL	PERIOD
DS620A	The earlier of 3 Years or 150,000 prints (4" x 6")
DS40	The earlier of 3 Years or 120,000 prints (4" x 6")
DS80	The earlier of 3 Years or 25,000 prints (8" x 10")
RX1	The earlier of 3 Years or 75,000 prints (4" x 6")

The thermal print head warranty period begins on the date of purchase by Customer of the Printer as evidenced by a sales invoice or proof of purchase. This limited warranty is applicable to Customers who purchase and use the Printer in the 48 contiguous United States and/or Canada.

4. WARRANTY EXCLUSIONS. This service contract does NOT cover damage or defects resulting from (a) accidents or improper handling during transportation, (b) improper installation, abnormal use, abnormal conditions, improper maintenance, misuse, negligence, accident, (c) use of print media other than manufactured by DNP IAM or print media not meeting DNP IAM's specifications (as determined by DNP IAM) (d) alteration, modification, repair or service by anyone other than DNP IAM or a DNP IAM specified service location, or (e) improper storage.

5. TO OBTAIN SERVICE. In order to obtain a replacement unit under this Advance Exchange Service Contract, you must contact DNP IAM at 1-855-367-7604 or customercare@dnp.imgcomm.com. If a call is received by 2:00PM EST and a replacement unit is approved by DNP no later than 2:00PM EST, a replacement unit will be shipped same day via 2-Day shipping method. For calls received and replacement units approved after 2:00PM EST, a replacement unit will be shipped the next business day via 2-Day shipping.

At time of technical support call, customer will engage with the DNP Technician to troubleshoot, attempt to solve the problem remotely, and then determine if a replacement unit is required. If a replacement unit is authorized, the customer will be given a Return Material Authorization (RMA) Number. Customer must mark the shipment with the RMA number and return the defective Printer to the DNP IAM repair facility within three (3) business days of receiving the replacement unit. The defective Printer will be shipped using original packaging or ample packing materials and protective pads to prevent shipping damage. Such shipping costs shall be paid by DNP via call tag. DNP IAM reserves the sole and absolute authority to determine whether a Printer is covered by this Service Contract.

Title to the replacement Printer shall at all times remain with DNP IAM unencumbered by Customer until the defective Printer is received, inspected and accepted by DNP IAM at the agreed upon Service Location, at which time title to the replacement unit shall transfer to Customer and title to the defective Printer shall transfer to DNP IAM. Risk of loss for the defective Printer and the replacement unit shall remain with Customer and DNP IAM (as applicable) until title to each unit transfers in accordance with the process described above, at which time, risk of loss for the defective Printer and replacement unit shall transfer to DNP IAM and Customer (as applicable).

6. IMPORTANT NOTE. Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all items to be covered must be provided to execute application for service.

7. TIME FOR SERVICE. Service will be performed during the hours of 9:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays.

8. PLACE OF SERVICE. Service will be provided by a DNP IAM authorized service center. After We authorize Your claim, You may arrange for service and We will cover the reasonable parts and labor costs that We authorize. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract.

9. PARTS AND SUBCONTRACTING. Parts used to repair equipment may either be new or refurbished at Our sole option. Service may be performed by subcontractors.

10. UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION. If We determine that We are unable to repair Your Printer due to the unavailability of functional parts, service, or technical information, the total liability owed to You under this Contract will be the lesser of (I) the current market value of the Printer with equivalent specifications or (II) the retail price paid for Your Printer minus sales tax and claims paid, in lieu of service or replacement of the Printer with equivalent specifications. In all cases where parts or technical information are on extended backorder for a minimum of thirty (30) calendar days, We will determine if a replacement or reimbursement will be made. All of Our contractual obligations are fulfilled upon Printer replacement, reimbursement or contract term expiration.

11. LIMITATIONS OF COVERAGE. THIS CONTRACT DOES NOT COVER: A. Any Printer located outside of the 48 contiguous United States and/or Canada. B. Damage or other equipment failure due to causes beyond our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God. C. Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements. D. Equipment used in industrial settings. Equipment used in industrial settings may be defined as: (I) any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used, (II) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment. For Printers, Copiers and Multifunctional Equipment: ink, fusers, roller kits, maintenance kits, and any other toner/cartridge. E. In-warranty parts not provided or shipped by the manufacturer. Damage covered by the manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise). F. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure. G. Any software, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or re-installation of any software or data. H. Equipment sold without a manufacturer's warranty or sold "as is" or secondhand. Refurbished equipment with an original 90 day warranty must have at least 30 days remaining in that warranty to qualify for coverage. I. Normal, periodic or preventative maintenance, Customer education and Printer cleanings. J. Consequential damage to or spoilage of CDs, film, or recording tapes as a result of the malfunctioning of or damage to an operating part, or as a result of any repairs or replacement under this agreement. K. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes. L. Pre-existing conditions (incurred prior to the effective date of coverage), and known to You. M. Consequential damages or delay in rendering service under this Contract, or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts. You are responsible for creating back-ups of all Your data and software on a regular basis. N. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible. O. Damage resulting from unauthorized repair; software virus; improper electrical wiring and connections; damage caused during delivery, improper installation, or setup, user facilitated minor adjustments and settings outlined in the product's owner's manual, inaccessible products or parts, negligence, misuse or abuse whether willful or not. P. Payment for subsequent service calls which result in "no failure found" diagnosis. Non-failure problems including but not limited to noises, squeaks, simple paper jams not requiring parts and intermittent issues are not product failures. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem. Q. Products, including without limitation, computers, televisions and monitors (flat screen or otherwise) and other devices, parts or accessories that are used in conjunction with product specified under this Contract that enhances the performance of the covered product. R. This Contract is effective upon receipt of Your payment in full of the retail Service Contract purchase price. We, at Our sole option, may collect any unpaid portion of the retail Service Contract purchase price prior to providing service under this Service Contract.

12. BUYOUT. We may elect, at Our option, to buyout the Contract during the coverage term for the lesser of (I) current market value of the product with equivalent specifications or (II) retail price paid for Your product minus sales tax and claims paid. When determining the current market value of a Product of equivalent specifications a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products. All contractual obligations are considered fulfilled upon buyout of the Service Program.

13. STATE VARIATIONS. Certain states have specific conditions which may apply to You.

14. COVERAGE AND TERM. There are some limitations of coverage. You should review the limitations of coverage paragraph for details.

15. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

16. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DNP IAM OR ANY OF ITS THIRD PARTY SUPPLIERS OR AFFILIATED ENTITIES BE LIABLE FOR LOST PROFITS, LOSS OF USE OR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR DAMAGES OF ANY OTHER KIND, INCLUDING PERSONAL INJURY, BASED UPON A CLAIM FOR BREACH OF WARRANTY OR OTHERWISE RESULTING FROM ANY PRODUCT COVERED BY THIS WARRANTY OR A SALES CONTRACT, EVEN IF DNP IAM, A THIRD PARTY SUPPLIER OR AN AFFILIATED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.