

ANNUAL ADVANCED EXCHANGE REPLACEMENT PROGRAM

PROGRAM AGREEMENT

AGREEMENT, by and between Panasonic System Networks Company of America (PSNA), Unit of Panasonic Corporation of North America ("Panasonic"), and the party ("Customer") seeking the Services (as defined below) for its Product(s) (as defined below). This Agreement shall be effective as of the date this Agreement is accepted by Panasonic (the "Effective Date").

1. Program. Panasonic offers to certain customers an opportunity to register for its advanced exchange replacement program (the "Program") for certain high speed scanners and scanner imprinters manufactured by Panasonic, which are used by such customers in an office environment for purposes of recording, indexing, retrieving, storing, printing and/or viewing documents (collectively, the "Products"). Participation by Customer in the Program is at the discretion of Panasonic. Panasonic reserves the right to reject Customer's registration for the Program for any reason. If Customer's registration is rejected by Panasonic, Customer shall seek a refund of any fees that were paid by Customer related to the Program only from the business to which Customer paid the fees and shall not seek any such refund from Panasonic. Customer shall not be permitted to participate in the Program until Customer satisfies all Program requirements, pays all applicable fees and Panasonic accepts this Agreement. Customer must provide Panasonic with the model number, the serial number and the current scan count for each Product which Customer intends to register for the Program and adequate proof of purchase for each such Product.

2. Services.

2.1 Generally. Pursuant to the Program, Panasonic shall provide the following services for Customer's registered Products (the "Services") as of the Effective Date:

(a) Telephone Support. Panasonic shall provide toll-free telephone support for the Products from 9:00 a.m. to 5:00 p.m. Eastern Time (United States).

(b) Advanced Exchange Replacement Support. If Panasonic determines that a Product is not operating consistently in accordance with the documentation and specifications for the Product, Panasonic will provide Customer with a replacement Product by the next business day, subject to the availability of courier services used by Panasonic for such exchanges. The replacement Product may be a new, reconditioned or refurbished unit, as determined by Panasonic in its sole and absolute discretion. Panasonic shall ship the replacement Product to Customer's address provided in its registration, transportation prepaid. Upon delivery of the replacement Product, Customer must place the malfunctioning Product in the shipping case, if provided with the replacement Product, or in the original packaging for the replacement Product, apply the shipping labels enclosed with the replacement Product, and call the designated courier for pickup of the malfunctioning Product within three (3) business days after receiving the replacement Product. Panasonic shall pay the return transportation charges for the malfunctioning Product. If Customer has not returned the malfunctioning Product within ten (10) business days, Customer shall be invoiced the current manufacturer's suggested retail price for the Product and shall become responsible for such charge. If a malfunctioning Product is damaged during shipment to Panasonic due to improper packaging by Customer or other factors caused by Customer, Customer shall be

responsible for any and all costs associated with repairing such Product due to the damage caused during shipment, including, without limitation, the cost of a replacement Product.

(c) Parts. Panasonic shall provide all parts for the Products, except for consumables, including, without limitation, user replaceable rollers, replaceable lamps, cleaning paper and ribbons. If consumables are needed, Customer shall be invoiced for such consumables. Upon receipt of payment for such consumables, Panasonic shall provide such consumables to Customer. Consumables removed from a Product and replaced at no charge to Customer become the property of Panasonic.

2.2 Availability. The Services shall only be available in the continental United States. The Services shall not be provided on U.S. national or Panasonic corporate holidays.

2.3 Covered Equipment. Panasonic shall provide the Services for the Products only and shall not provide, pursuant to the Program, any support, maintenance or other services for any components, CPUs, equipment, devices or other items connected to or interoperable with the Products.

2.4 Property of Panasonic. Maintenance material, tools, documentation, diagnostics and test equipment provided by Panasonic in connection with the Services shall remain the exclusive property of Panasonic.

3. Program Limitations. The Program does not cover: (a) operating system services (e.g., database maintenance/recovery, product integration or application support); (b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database); (c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, and maintaining configurations); (d) consultation services; (e) software support; (f) Product installation, set-up, configuration or other non-repair services; (g) cable and installation of cable runs or any acquisition of permits; (h) customer training; (i) circumstances beyond Panasonic's control (such as Customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Panasonic); (j) problems due to failure of Customer to conform to Panasonic's site specifications provided in the documentation and manuals; (k) time spent in locating equipment not at the specified location or waiting for equipment availability; (l) relocation of equipment or service associated with relocation; (m) seasonal hibernation (de-installation) and reactivation (re-installation); (n) service or parts associated with any unauthorized modifications, attachments or service; (o) rebuilding or reconditioning of equipment; (p) failure to follow Panasonic's operating instructions; and (q) damage caused by misuse, abuse, negligent acts, events other than normal wear and tear, acts of God, natural disasters, lightning strikes, power surges, vandalism, water, spillage of liquids, foreign objects including, without limitation, staples, paper clips, tools and jewelry, and use of unauthorized or non-Panasonic parts, supplies, components or consumables. Panasonic may provide services in these situations at an additional charge to Customer at Panasonic's prevailing rates.

4. Term and Termination. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date (as defined below). The "Termination Date" shall mean at the end of the day on the day preceding the first or second anniversary of the Effective Date depending upon the

term of the Program chosen by Customer. If registered Products are still covered by the manufacturer's warranty on the Effective Date, the Termination Date for such Products shall be at the end of the day on the day preceding the first anniversary or second anniversary of the date that such warranty expired depending upon the term of the Program chosen by Customer. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate prior to the Termination Date if the registered Product's scan count or scanner page count or its Scanner System Counter exceeds the Page Limit shown in the table below.

Model	Page Limit
KV-S1025C/1020C	500,000
KV-S2028C/2026C	3,000,000
KV-S2048C/2046C	3,000,000
KV-S3065C/7065C/7075C	6,000,000
KV-S4085C/4065C	6,000,000

Either Panasonic or Customer may immediately cancel or terminate this Agreement upon a material breach of this Agreement if the breaching party has been notified of such material breach in writing and has failed to cure such material breach within thirty (30) days of the date of such notice.

5. Customer Responsibilities.

5.1 Generally. Customer will designate in writing to Panasonic an authorized representative (the "Customer Representative") for the purpose of interacting with Panasonic's service personnel and representatives. The Customer Representative will be responsible for: (a) providing initial problem-solving assistance to site users; (b) coordinating all requests for assistance and acting as a liaison with Panasonic service personnel and representatives; (c) performing appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as designated by Panasonic; (d) maintaining system and equipment documentation and installing software updates, maintenance upgrades and patches supplied by manufacturers; (e) performing preventative maintenance and error recovery procedures as defined in the Product documentation and manuals; (f) supplying consumable items (such as glass, lamps, certain rollers, maintenance kits, paper, ribbons, or other components that are replaced due to normal wear and tear and/or as referenced in the Product documentation and manuals); (g) ensuring immediate access to Products for service personnel and representatives; (h) maintaining site environmental ranges within manufacturer's Product specifications; and (i) providing continuous and appropriate resource availability during problem resolution. Failure to meet these responsibilities may result in Customer being subject to additional charges at Panasonic's prevailing rates.

5.2 Equipment Condition. Customer represents and warrants to Panasonic that its Product(s) are in proper operating condition, without any unauthorized modifications and all safety features in working condition, in accordance with manufacturer's Product performance specifications. Panasonic reserves the right to inspect the Product(s) to confirm that the Products meet Panasonic's then-current minimum requirements for the provision of the Services (the "Requirements"). At Panasonic's discretion, such inspection and any repairs necessary to bring the Product in compliance with the Requirements shall be subject to additional charges at Panasonic's prevailing rates.

5.3 Termination. If at any time, Customer fails to meet the responsibilities set forth in Section 5.1 and/or fails to maintain the Products in accordance with the Requirements, Panasonic may immediately terminate this Agreement upon written notice to Customer.

6. No Warranty. Panasonic makes no warranty whatsoever with respect to the Program, the Services, any replacement Product, any parts and any consumables, and DISCLAIMS (a) ALL WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (b) ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7. Limitation of Liability. THE SERVICES ARE PANASONIC'S ONLY OBLIGATION TO CUSTOMER. IN NO EVENT SHALL PANASONIC BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE PRODUCTS, THE PROGRAM AND ANY PARTS AND CONSUMABLES, INCLUDING, WITHOUT LIMITATION, ANY WORK DELAYS, LOST GOODWILL, PROFIT, REVENUE OR SAVINGS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR SERVICES, OR DOWNTIME COSTS, EVEN IF CUSTOMER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PANASONIC'S LIABILITY FOR MONETARY DAMAGES ARISING UNDER OR IN CONNECTION WITH THE PROGRAM, THE SERVICES, THE PRODUCTS AND THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO PANASONIC HEREUNDER.

8. Payment. Customer shall be responsible for paying all fees for the Services prior to the commencement of the Services. Panasonic shall not provide the Services to the Customer until all applicable fees have been paid. Customer shall be responsible for any and all taxes, duties and similar fees, other than taxes based on Panasonic's net income, relating to the Program, the provision of the Services and this Agreement.

9. Force Majeure. Panasonic shall not be liable for failure to perform the Services if such failure to perform arises out of cause(s) beyond Panasonic's control. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

10. Assignment. Customer shall not assign this Agreement and/or its right to participate in the Program without the prior written consent of Panasonic. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.

11. Miscellaneous. The Program, the provision of the Services and this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its body of law relating to its conflicts of law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of Panasonic and Customer. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder.