8323 NW 12th Street, Suite 204, Miami, FL 33126
www.ScanForce.com
800-219-5152
305-370-3377

ScanForce General Terms and Conditions

(last updated September 2026)

1. Fees and Payment

1.1. Order Acceptance. To process an order, BCA Innovations LLC, d.b.a. ScanForce, must have a signed quote and funds according to the payment terms as specified on the quote.

1.2. Fees. Fees are quoted and to be payable in U.S. dollars, unless otherwise agreed to in writing.

1.2.1. Recurring Fees. The first year of subscription fees, or annual maintenance and support for a perpetual software license, are collected with the initial sale. Future amounts are collected annually on the anniversary of the initial sale. The amount may change from year to year based on additional purchases of software and licenses, and for price adjustments, such as for inflation.

1.3. Billing and Contact Information. You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any changes. It is your responsibility to ensure ScanForce has your most current billing information.

1.3.1. Automatic Billing. By subscribing to the software or electing to utilize a recurring payment plan, you authorize ScanForce to automatically charge your payment method on file on an annual basis, as set forth in any Quote or Order Form that you have signed. You may withdraw from automatic billing by providing ScanForce with a 30-day written notice of your desire to terminate the use of the software and services, and of any agreements associated with the use of the software and services.

1.4. Taxes. All fees listed on the quote and invoice are exclusive of any sales, use, value-added, duties, property, or other purchase-related taxes and fees imposed on such amounts. If we are obligated to collect applicable taxes, we will include them on our invoice to you, and you will pay all such amounts to us unless you timely provide us with a valid tax exemption certificate. If you are an end user in Florida and we are billing you directly, we include the appropriate sales tax for the state of Florida and for the Florida county to which we are delivering.

1.5. Order Cancellation. Customer has thirty (30) days from the order acceptance date to return the software, for any reason, for a refund. The amount of the refund will consist of the original amount paid for the software itself and amounts related to services not yet started. Once services are started, fees for implementation, installation, training, and programming time incurred including custom programming time, irrespective of if the service was completed, are not refundable.

2. Hardware

2.1. Shipping charges. Shipping and handling charges are additional and will be charged at the moment of invoicing if not indicated on the quote.

2.2. Returns. All hardware return requests require an RMA to be issued by us within fifteen (15) days of your original receipt of the item. Returns requested beyond fifteen (15) days of your original receipt of the item are subject to a 20% restocking fee. Hardware is to be returned in the original cartons and ALL boxes, packaging material and paperwork, including product

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instructions and information originally provided, must be in like-new condition to receive credit.

2.3. Lead time. Hardware typically ships within 2-3 weeks after receiving the deposit and signed quote, depending on availability from hardware vendor. You will be provided with the tracking number and ship date when known. You must notify us within 10 days of the shipper's posted delivery date if you do not receive the item. If we are notified more than 10 days later, the shipper may not be able to assist in locating the item, nor provide a refund for the shipping costs.

3. Custom Development

3.1. Project basics. All development projects are on a fixed-fee-basis, unless otherwise indicated. The project will be scheduled upon receipt of both a signed quote and the full amount of the required deposit. Annual maintenance and support is charged on a per-project basis. Testing and installation services are included unless otherwise noted. Custom development may affect the timing of the software solution implementation.

3.2. Project scope changes. All development projects are based on our current understanding of the project. If the scope of the project changes, both parties agree to disclose information that would impact the scope of the project and therefore affect the price and/or the schedule. ScanForce will then prepare a separate quote specifying the details of the additional work.

3.3. Lead times. Lead times vary based on backlog and number of hours. General lead times can be provided during the quoting process. Firmer lead times will be provided after an order is received.

4. Proprietary Rights

4.1. Professional Services. Subject to the limited rights expressly granted hereunder, as between the parties ScanForce shall own all rights, title, and interest, including all intellectual property rights, in and to the Professional Services (including any configurations and customizations thereof), ScanForce data, and the results of consulting and other professional services performed by ScanForce or on its behalf. All rights not expressly granted in this Agreement are reserved by ScanForce.

4.2. Customer Data. Subject to the limited rights expressly granted hereunder as between the parties, you own all rights, title, and interest, including all intellectual property rights, in and to Customer Data (the data submitted by Users, or otherwise on your behalf, into the software). You grant ScanForce and its subcontractors a worldwide, royalty-free, non-exclusive license to host, copy, transmit, display, and use the Customer Data to provide, administer, and ensure the proper implementation, training, and support of the hardware, software, custom development and services and related systems provided, and to perform our rights and obligations under this Agreement.

4.3. Feedback. In the event you offer solicited, or unsolicited, testimonials, case studies, suggestions, recommendations or ideas about the services to ScanForce, or any of our collective resellers or partners, you grant ScanForce a non-exclusive, worldwide, perpetual,

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irrevocable license to use, reproduce, incorporate, disclose, and sublicense this information for any purpose.

5. Confidentiality and Data Security

5.1. Confidential Information. "Confidential Information" means all information of a party or its Affiliates ("Discloser") disclosed to the other party or its Affiliates ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Services and ScanForce Data are our Confidential Information. Customer Data is your Confidential Information.

5.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorized to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; and (v) information that was authorized for release in writing by the Discloser.

5.3. Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorized by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates, and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this section by its employees, Affiliates, and service providers.

5.4. Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law enforcement or a court) and reasonable assistance, at the Discloser's cost, to enable the Discloser to seek a protective order or otherwise prevent or limit such disclosure.

5.5. Injunctive Relief. A breach of the Recipient's confidentiality obligations may cause irreparable damage, which money cannot satisfactorily remedy, and therefore the Discloser may seek injunctive relief for any threatened or actual breach of section 5.3 without the need to prove damages or post a bond or other surety.

5.6. Data Security. We will maintain and enforce an information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will notify you, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorized access to Customer Data without undue delay, consistent with the legitimate needs of law

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enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.

5.7. Non-ScanForce Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in section 5.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.

6. Term and Termination

6.1. Term. All Services specified in your initial Order will run for the same subscription period set forth in your subscription order. This Agreement will remain in effect until all User subscriptions have expired or the Agreement has been terminated as provided below.

6.2. Termination. Either party may terminate the Agreement (i) by sending a notice as provided above, (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is curable, an opportunity to cure of at least 30 days, or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the services or withhold further performance of our obligations under this Agreement.

6.3. Effect of Termination. Upon expiration or termination of this Agreement: (i) all rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated the Agreement for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; (iv) the associated licenses will be deactivated, rendering the software unusable; and (v) subject to section 6.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

6.4. Survival. Sections 4, 5, 6, 8, 9 and 10 will survive any expiration or termination of the Agreement.

6.5. Access to Customer Data. Customer Data may be exported at any time during the term of this Agreement. We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 90-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. Should you desire longer storage of Customer Data, paid archival Services may be available.

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7. Warranties

7.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein.

7.2. Our Warranties. We warrant that we will perform any professional services in a workmanlike manner and in accordance with industry standards.

7.3. Remedies. If you notify us in writing that the Services do not conform with any of the warranties in section 7.2, we will use commercially reasonable efforts to investigate and correct any such non-conformance promptly. You will use commercially reasonable efforts to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this section 7.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in section 7.2.

7.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSES, BENCHMARKS OR INSIGHTS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

8. Indemnification

8.1. Our Indemnification. Subject to section 8.3, we will indemnify and hold you and your Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs (collectively, "Damages") to the extent arising out of a third-party claim alleging that the Services infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customization or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; or (c) use of the Services in a manner contrary to our written instructions or the Documentation. If the Services infringe, or we reasonably believe

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they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

8.2. Indemnification by You. Subject to section 8.3, you will indemnify and hold harmless ScanForce and its Affiliates, officers, directors, employees, and agents from and against any and all damages, including attorney fees, arising out of or in connection with a third-party claim regarding the performance of obligations of this Agreement, or alleging that your collection or use of Customer Data or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.

8.3. Indemnification Procedure. In the event of a potential indemnity obligation under this section 8, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

8.4. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this section.

9. **Limitation of Liability**

9.1. Limitations. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR YOUR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, EITHER PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES FOR THE SERVICES PAID OR PAYABLE.

9.2. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

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10. **General Provisions**

10.1. Ownership. ScanForce retains ownership, title, and all rights in the ScanForce Software products and Services and all custom modifications, program copies, and documentation, along with all copyrights and other proprietary rights therein. All rights not expressly granted are reserved by ScanForce.

10.2. Liability. In no event will ScanForce be liable for any damages including, but not exclusive to, loss of profits, loss of savings, or other direct, indirect, incidental, or consequential damages arising out of the use, misuse, or inability to use the software, provided hardware or custom development.

10.3. System access. ScanForce provides implementation, configuration, and training services. The client must provide such access to client's computer hardware, software, networks, and systems as may be reasonably required by ScanForce to perform its obligations.

10.4. Assignment. Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that a party may assign the Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization, or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.

10.5. Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.

10.6. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.

10.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.

10.9. No Partnership or Agency. Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture, or legal partner of the other.

10.10. Waiver. A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.

10.11. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations under the Agreement is delayed or prevented by a Force Majeure event.

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10.12. Order of Precedence. In the event of any express conflict or inconsistency, the order of precedence shall be: (i) your Order; (ii) these terms (including any annexes or exhibits hereto); and (iii) the Documentation.

10.13. Updates. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on you, and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

10.14. Governing Law; Dispute Resolution. Any cause of action or claim arising out of or relating to this Agreement or the breach thereof, including without limitation, the validity, enforceability, or scope of this Agreement, shall be settled by binding arbitration pursuant to this Section 10. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, You agree that any cause of action or claim will be arbitrated individually and that You will not consolidate or seek class treatment for any claims, unless previously agreed to in writing by You and ScanForce. This Agreement shall be governed by the laws of the State of Florida. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE (1) YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY SCANFORCE OF YOUR PAYMENT OBLIGATIONS AND ANY SCANFORCE INTELLECTUAL PROPERTY RIGHTS.
In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Dade County, Florida. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

10.15. Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

10.16. Interpretation. Headings are for convenience only and may not be used in interpretation. The words "such as" and "including" do not signify limitation.