

Remote Scanner Products that are not in good operating condition due to one or more of the following causes will not be covered by the Scanner Support Services, and will be repaired by the Bank or its agent in the Bank's sole discretion and only upon the payment of additional charges: (i) an alteration not approved by the Bank; (ii) your or any other third party's negligence or intentional acts; (iii) misuse or abuse by you or a third party, including the failure to operate, install and maintain the Remote Scanner Product in accordance with the Product Documentation; (iv) failure to timely install a Product Update in accordance with this Exhibit B; (v) failure of equipment not maintained by the Bank under this Exhibit B; (vi) attachment, use or integration of equipment not approved by the Bank under this Exhibit B; (vii) improper use of or failure to use supplies; or use of supplies not meeting the manufacturer's or other specifications provided by the Bank; (viii) fire originating outside of the Remote Scanner Product; (ix) water damage; (x) any other causes external to the Remote Scanner Product such as electrical power fluctuations or failure; and (xi) acts of God or other types of catastrophic damage. You shall bear the risk of loss or damage from any cause, including theft or destruction of the Remote Scanner Product or any part thereof, and neither the Bank, its affiliates, the manufacturer of the Remote Scanner Product, nor any other Provider(s) of any of the Products and Services shall have any liability to you or any other third party for any such loss, damage, theft or destruction.