### LASERFICHE END USER SOFTWARE LICENSE AGREEMENT

2017.0106 v. 10.2

This Laserfiche End User Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche, whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee") on whose server or systems the Software (as described in Section 1.A below) will be made available for use.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT (THE "DOCUMENTATION"), LICENSEE AGREES TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF THE PARTY ON WHOSE SERVER OR SYSTEMS THE SOFTWARE WILL BE AVAILABLE FOR USE. IF LICENSEE DOES NOT AGREE OR IS NOT AN INDIVIDUAL AUTHORIZED TO ENTER INTO LICENSE AGREEMENTS ON BEHALF OF SUCH PARTY, DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION WITHOUT OBTAINING THE AGREEMENT OF AN AUTHORIZED INDIVIDUAL AND, IF APPLICABLE, RETURN THE SOFTWARE AND DOCUMENTATION TO YOUR SUPPLIER FOR A FULL REFUND.

### **RECITALS**

- A. Laserfiche has developed and markets document imaging, enterprise content management, and related software programs, solutions and products under the brand name Laserfiche®.
- B. Laserfiche Software includes confidential proprietary information and trade secrets of Laserfiche, which embody substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights in the Software.
- C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.

THEREFORE, in consideration of the premises and covenants contained in this License Agreement, Laserfiche and Licensee agree as follows:

# **Terms of License Agreement**

- 1. <u>Grant of License</u>. Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to install and use the Software subject to the terms and conditions of this License Agreement and the Acquisition Agreement (described in Section 1.B.i below).
  - A. <u>Description of the Software</u>. The Software may include, without limitation express or implied, some or all of the following types of software: (a) "**Server Software**" that provides document management services to other programs; (b) "**Client Software**" that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) "**Stand-alone Software**" that operates on a single computer; (d) "**Demonstration Software**" that is provided only for demonstration, testing and feedback purposes; (e) "**Distributed Computing Cluster Software**" that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) "**Plug-**

**in Software Modules**" that can be added to the previously mentioned types of software. If a separate license applies to particular Laserfiche software, such as terms that accompany a software development kit or Laserfiche software designated for "application service provider" purposes, those terms will also apply. Otherwise, this License Agreement applies to the Software installed on Licensee's systems.

- B. <u>Definitions</u>. The following definitions will apply to this Agreement:
  - i. "Acquisition Agreement" means the applicable Laserfiche invoice, Licensee Order (defined in Section 1.B.v below), or other written agreement by which Licensee acquires the License (described in Section 1.B.iv below) to the Software and which lists the specific Software products and components, including the types and numbers of Licenses, that Licensee acquires. The Acquisition Agreement may also grant additional rights to Licensee or limit the scope of the License being granted to Licensee. If a conflict or inconsistency arises between the terms of several acquisition documents, the following order of precedence will control: (1) an agreement for software, services and support that is negotiated and signed by both Laserfiche and Licensee; (2) the Laserfiche invoice; (3) Licensee's Order; and (4) any other writings that satisfy the definition of "Acquisition Agreement."
  - ii. **"Documentation"** means getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications.
  - "Laserfiche Confidential Information" means all nonpublic information regarding iii. the Software, whether disclosed by Laserfiche or others, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Laserfiche Confidential Information also includes: (a) nonpublic information relating to Laserfiche or its affiliates, technology, Software, source code, trade secrets, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that Laserfiche is obligated to keep confidential by agreement or by law; and (c) the nature, content and existence of any agreements, discussions or negotiations between Licensee and Laserfiche, software resellers or affiliates. Laserfiche Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by Licensee when it received it from Laserfiche; (iii) is received from a third party that lawfully acquired and disclosed it; or (iv) can be shown by documentation to have been independently developed by Licensee without reference to the Laserfiche Confidential Information.
  - iv. **"The License"** sets forth the specific rights granted to Licensee and the limitations of Licensee's use of the Software and scope of this License. The License also defines Licensee's right to use the Software and may have a set expiration date for test, evaluation, beta, demonstration, or subscription Software, which is subject to the limitations based on the Acquisition Agreement, Product Sheet (described in Section 1.B.vi below), and any other limitations agreed upon by Laserfiche and Licensee.
  - v. "Licensee Order" means an order, purchase order, or similar document that is submitted to Laserfiche by Licensee or a Laserfiche authorized reseller or distributor on Licensee's behalf, which specifies the particular Software products and components that Licensee intends to acquire, and which must be accepted by Laserfiche.
  - vi. **"Product Sheet"** means the Laserfiche documentation that specifies the limitations and restrictions of each release of the Software.

#### C. Limitations and Requirements.

- If the Software is furnished to Licensee with materials indicating that it is "Demonstration," "Evaluation," "Beta" or "Test" software, Licensee acknowledges that: (A) Laserfiche is furnishing the Software to Licensee solely for demonstration, evaluation, testing and/or feedback purposes; (B) Licensee is strictly prohibited from using the Software for any purposes other than (i) demonstration of its capabilities to prospective licensees of the Software, (ii) evaluation and testing of the Software for suitability for the period allowed with the License, or (iii) providing feedback to Laserfiche: (C) demonstration, evaluation, beta and/or test Software may not be used in a production environment; (D) Laserfiche disclaims all warranties, representations or any other claims, express or implied, with regard to the Software's usability, reliability, performance, or overall quality; (E) Licensee's receipt of the Software does not constitute a license to use, sell, distribute, or commercialize the Software or copies of it. No compensation will be paid to Licensee for any use of the Software or for performing any service or giving any advice, analysis or feedback to, or for the benefit of, Laserfiche. Licensee assigns and agrees to assign to Laserfiche without charge any suggestions, ideas, improvements and resulting intellectual property relating to any feedback it provides, for any purpose. Laserfiche's rights to the feedback survive the termination of this License Agreement.
- ii. Licensee may use the Software only for the number and types of users, until the expiration date(s), if any, described in the Acquisition Agreement, and subject to the other limitations of the License.
- iii. Licensee waives all liability, claims, damages and suits against Laserfiche and its affiliates, and all of their respective employees, officers, directors, shareholders and contractors, in any way related to the unauthorized disclosure of, or access to, information, data or documentation in the databases, account, or in any repository, whether or not due to a defect in or malfunction of the Software. Licensee must indemnify and defend Laserfiche against any claim, suit, damages or other losses, including attorney's fees and expenses, resulting from or related to the use of the Software by Licensee. Licensee acknowledges that this License Agreement contains other limitations and waivers of damages and claims, and that Licensee's waiver of liability in this section is in addition to, and not in lieu of, Licensee's other waivers set forth elsewhere in this License Agreement.
- iv. Add-ons and additional features that the Software can support may be used only when listed in the Acquisition Agreement.
- v. Activation associates the use of particular software with a specific device. This procedure is to prevent unlicensed use. During activation, the Software will send information about the Software and the device to Laserfiche. This information may include the product key of the Software, the internet protocol address of the device and information derived from the hardware configuration of the device. By downloading and using the Software, Licensee consents to the transmission of this information.
- vi. If the Software requires a product key or keys to install or access it, Licensee is responsible for the use of the keys assigned to Licensee. Licensee is not authorized to share the keys with third parties.
- vii. If Licensee receives a License Manager or Laserfiche Directory Services (LFDS) program (the "License Manager") that enables installation of the Software for access by multiple users, Licensee may use the License Manager program only to install the Software for access by the numbers and types of users, and subject to the other

- limitations, included with the License.
- viii. If Server Software is part of the License, Licensee may install one copy of the Server Software on a single physical or a single virtual operating system environment (the instance of the running Server Software will be referred to as the "Server"), unless the Licensee is acquiring a license to a Laserfiche Rio product. If a Laserfiche Rio product is being licensed, Licensee may install up to the maximum number copies of the Server Software included with the License (referred to as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of any License Manager program on a single physical or a single virtual operating system environment.
- ix. If Licensee is acquiring a license to a Laserfiche Rio or a Laserfiche Avante software product, the License may include Distributed Computing Cluster Software. Licensee may operate one cluster, unless a greater number of clusters is included with the License, and then may operate up to the specified maximum number of clusters. If the License specifies a maximum number of instances of the Distributed Computing Cluster Software, Licensee may include no more than the specified number of machines running the Distributed Computer Cluster Software (referred to as "nodes") across their clusters. A scheduler node will count as one instance. Licensee may only run those Plug-in Software Modules to the Laserfiche Distributed Computer Cluster Software included with the License. If the License includes a maximum number of instances of the Plug-in Software Module, Licensee may run the module on no more than the specified number of nodes across their clusters.
- x. The Server Software may only be operated with the database system(s) (Microsoft SQL Server or Oracle) listed in the Acquisition Agreement. If no database system is listed in the Acquisition Agreement, then such Server Software may only be operated with Microsoft SQL Server Express.
- xi. If the Acquisition Agreement includes an item labeled as "databases" (also known as repositories), the Server Software may only host the number of databases included with the License, unless Licensee is acquiring a license to a Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of databases included with the License.
- If the License includes Software with "named user connections," Licensee may xii. allocate the named user connections to specific individuals or devices in its discretion. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of the account with others. When a named user connection is allocated to a device, the connection may only be used from that device, and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two principal types of named user connections: first, a named user connection capable of modifying a database governed by the Server and, second, a named user connection capable of only read-only access (referred to as a "Named Retrieval User"). A third type of named user connection is available on a limited basis, which has all of the capabilities of a Named Retrieval User connection, plus a limited set of additional read-write capabilities, which are included with the License. This third type of connection is referred to as "Restricted Named User" connection, and it has the additional capabilities included with the License. Only the maximum number of each type of named user connection included with the License may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of reducing the number of named user connections required.

- xiii. If the License includes Software with "concurrent user connections," the concurrent user connections may be shared among individuals. There are two types of concurrent user connections: concurrent user connections capable of modifying a database governed by the Server (referred to as "Concurrent Full User" connections) and concurrent user connections capable of only read-only access (referred to as "Concurrent Retrieval" connections). Once the maximum number of read-write or read-only concurrent user connections included with the License is reached, no additional user connections of that type may be made, until some user connections of that type are closed.
- xiv. "Multiplexing" occurs when Licensee utilizes hardware, software, an automated process, or other technical means (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use a Laserfiche software product; or (2) to permit access to more user connections than are authorized by the License Agreement; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user licenses required by Licensee, or avoiding the purchase of additional named user licenses. Hardware or software may not be used to multiplex.
- xv. If the License has a maximum number of "Public Portal" connections, which are intended to allow members of the public (referred to as "Public Users") read-only access to the Server Software only using a Laserfiche application known as WebLink, once the maximum number of Public Portal connections is reached, no additional Public Portal connections may be made until some Public Portal connections are closed. If the License has a maximum number of CPU sockets that may be utilized to support Public Portal access, then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the allowed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is included with the License, then no Public Portal connections may be made. If the Software is licensed with the Web Distribution Portal, all connections through WebLink will have the same security profile.
- xvi. Licensee may not install a version of the Server Software later than the version permitted by the License.
- xvii. If the License is subject to an expiration date, the Software that is subject to the expiration date may not be run after that date.
- xviii. If the License specifies one or more languages, then the Laserfiche user interface may only be run in those specified languages.
- xix. If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the required additional rights from Laserfiche or an authorized Laserfiche reseller or distributor, in which case Licensee will also receive a new or updated Acquisition Agreement.
- xx. The Software may only be used as intended, according to the capabilities made available through its various user interfaces and according to the Documentation.
- xxi. As between Laserfiche and Licensee, Licensee will be solely responsible for configuring the Software and the databases to restrict access only to particular individuals who are permitted users of the Software and the databases. Licensee may delegate responsibilities relating to configuration to a third-party such as an authorized Laserfiche reseller; however, Licensee remains ultimately liable for complying with this License Agreement and the Acquisition Agreement.
- xxii. The basic forms features of Laserfiche may be used by Named Full Users. If the License includes the Forms Portal feature, then Public Users may submit forms that initiate a forms business process, but Public Users may not participate in subsequent

steps in the forms business processes, or create or configure forms or forms business processes, or otherwise use the basic forms features of Laserfiche. Named Retrieval Users and Restricted Named Users are defined as Public Users for this purpose. If the License includes the Forms Portal and Authenticated Participants, then users designated as Authenticated Participants may submit forms after authentication and may participate in forms business processes at steps after the initial submission. However, Authenticated Participants may not create or configure forms or forms business processes or otherwise use the basic forms features of Laserfiche. If the license includes Advanced Forms features, then Full Named Users may view the Performance Dashboard and configure reporting data visualizations, reporting aggregations, payment integration, and data lookups, while all user types may view and utilize preconfigured reporting data visualizations, reporting aggregations, payment gateway integration, and data lookups.

- If Licensee is acquiring a license to a Laserfiche Rio or a Laserfiche Avante Software xxiii. product, the License may include Laserfiche Discussions Software if it is listed in the Acquisition Agreement. Licensee may operate the number of instances of the Laserfiche Discussions web application included with the License on the same number of physical or virtual operating system environments. If the software product is Laserfiche Rio, those Laserfiche Discussions installations must have continuous network access to a running instance of the included License Manager program. All users added to License Manager may log in and contribute content to the Laserfiche Discussions web site. Other site visitors, including Public Users, may read content on the Laserfiche Discussions web site, but they may not log in and contribute new content unless authorized under the License. If the License permits, the employees and contractors of Licensee, who are contractually obligated to use the Software solely in the course of Licensee's business and strictly in accordance with this License Agreement, may log in and contribute content, but only if they are listed in the section of the LDAP directory configured within Laserfiche Discussions or listed in the LFDS directory configured within Laserfiche Discussions.
- xxiv. The Business Process Library includes templates for using Laserfiche Software to run business processes within an organization. Accessing the Business Process Library feature requires an internet connection. During retrieval of components of the Business Process Library, certain information is sent to Laserfiche, which may include a customer ID, anonymous user ID, and theinternet protocol address of the workstation making the request. By using the Business Process Library feature, Licensee consents to the transmission of this information to Laserfiche.

# D. Subscription License.

- i. A Subscription License allows Licensee to use Laserfiche Software on a subscription basis (the "Subscription"). If the License is a Subscription License, Licensee may use the Software covered by the Subscription (the "Subscription Software") during the term of the Subscription until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and Licensee's rights to use the Subscription Software will terminate.
- ii. Automatic Renewal. Unless otherwise terminated according to the terms of this License Agreement, the Subscription will automatically renew for an additional 12-month term unless Licensee gives Laserfiche written notice of its intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term.

- iii. *Modification of Fees Upon Renewal*. Laserfiche may modify the Subscription fee by notifying Licensee at least 90 days before the end of the then-current Subscription term. The Subscription fee change will take effect upon the start of the next Subscription term.
- iv. Consequences of Non-Payment. If Licensee fails to make full payment of the Subscription fee and any outstanding balance remains unpaid thirty (30) days after the due date, the Subscription Software will automatically stop functioning entirely. Licensee must make full payment of the Subscription fee before the Subscription Software will resume functioning.
- v. *Updates and Support*. The Subscription includes Software updates, access to online support resources, and Basic support as described in the Laserfiche Software Assurance Plan during the term of the Subscription. No portion of the Subscription will be credited toward the purchase of new Laserfiche Software products.
- vi. If the License specifies Community Users, Education Community Users, or Employee Participants, then each of these types may utilize all features permitted to Authenticated Participants and Named Retrieval Users. Community Users may not be used by employees or contractors of Licensee. Education Community Users may only be used by students, alumni, teachers, faculty, and parents and guardians of current students interacting with Licensee's educational institution. Faculty is defined as professors (assistant, adjunct, associated, tenured), lecturers, and researchers.
- 2. Ownership of Software. The Software is licensed and is not sold. Laserfiche retains all rights to ownership of, and title to, the Software and Documentation (including all adaptations, copies and derivative works). Licensee is acquiring the license under the terms described in this License Agreement, and Licensee acquires no other rights.
- 3. Protection of Software. During the term of this License Agreement and for seven years following termination of this License Agreement, and for such additional period that the Software contains, embodies or consists of Laserfiche Confidential Information or trade secrets, Licensee agrees that it will not directly or indirectly, alone or in conjunction with any other person or company, (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, trade secrets, know how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, and methodology incorporated in the Software or Documentation, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use Laserfiche's trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique. Licensee must not remove any product identification, copyright legend or other notices from the Software or Documentation, or directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or third parties identified in the Software or Documentation. The Software source code and the trade secrets therein are not licensed to Licensee, and all modifications of, additions to, or deletions from the source code are strictly prohibited. Licensee must obtain Laserfiche's prior written approval to disclose to a third party the results of any benchmark test of the Software.

- 4. Other Restrictions on Use. Unless a separate license expressly authorizes a particular application or use of the Software, such as for "application service provider" or for "Forms Portal users and Forms Authenticated Participants," all users of the Software must be employees, officers, directors, shareholders, owners or independent contractors of Licensee, who are only permitted to use the Software exclusively in the course of Licensee's business and strictly in accordance with this License Agreement. All other uses of the Software are strictly prohibited, including, without limitation, (a) use in the business of an application service provider, commercial software hosting business or a scanning bureau, and (b) transferring, copying or other dissemination of the Software outside of the legal person that constitutes Licensee. Licensee must not rent, lease, lend, sublicense, distribute, transfer, copy, reproduce, display, or timeshare with any other person the Software or Documentation or any right granted by this License. The restrictions in this paragraph do not apply to read-only access by public users who utilize an authorized read-only Public Portal connection.
- 5. <u>Term and Termination</u>. This License Agreement will commence and terminate as follows:
  - A. The term of this License Agreement will commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement, provided that test, beta, evaluation, demonstration, Subscription or similar temporary Software will have their own expiration dates. In addition, if the Acquisition Agreement contains an express expiration date applicable to particular Software, Licensee will have no further right or license to use such Software after the expiration date. Laserfiche may terminate this License Agreement for cause immediately following a breach of this License Agreement. Laserfiche may also terminate this License Agreement if Licensee violates, infringes or compromises any trademark, copyright, patent or trade secret of Laserfiche or any third party identified in the Software or Documentation, or interferes with any relationship between Laserfiche and any of its other licensees, End Users, or authorized resellers of the Software, or materially breaches its obligation to pay for the Software.
  - B. Upon termination of this License Agreement, Licensee must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation. Licensee must remove and uninstall all such programs and materials from all hard drives and other devices on which the Software or the Documentation may be found.
  - C. The termination of this License Agreement will not terminate Licensee's obligations under this License Agreement, nor will it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination or waive any obligation which is intended to survive termination.
- 6. <u>LIMITED WARRANTY</u>; <u>DISCLAIMER</u>. THE SOFTWARE IS WARRANTED TO THE ORIGINAL LICENSEE AGAINST MATERIAL DEFECTS FOR A PERIOD OF THREE (3) MONTHS FROM THE DATE OF ORIGINAL ACQUISITION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO LICENSEE "AS IS" AND WITH ALL FAULTS. LASERFICHE EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LASERFICHE DOES NOT WARRANT THAT (A) THE SOFTWARE OR ANY LASERFICHE PROFESSIONAL SERVICES ("SERVICES") OR LASERFICHE SUPPORT WILL SATISFY LICENSEE'S REQUIREMENTS; OR (B) THAT THE SOFTWARE, PERFORMANCE OF SERVICES AND DELIVERY OF SUPPORT WILL BE WITHOUT DEFECT OR ERROR; OR (C) THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION. NO RESELLER, DISTRIBUTOR OR OTHER THIRD PARTY MAY

MODIFY, SUPPLEMENT OR CHANGE THIS WARRANTY, AND ANY SUCH MODIFICATIONS, SUPPLEMENTS OR CHANGES WILL BE WITHOUT ANY LEGAL FORCE OR EFFECT.

- 7. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS SUBSIDIARIES, AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS; LOSSES FROM BUSINESS INTERRUPTION; LOSS OF BUSINESS REVENUES, INFORMATION OR DATA; COSTS OF RECREATING LOST INFORMATION OR DATA; OR COSTS OF SUBSTITUTE SOFTWARE, SERVICES, OR SUPPORT; OR ANY OTHER PECUNIARY LOSS WHATSOEVER), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- 8. ADDITIONAL LIMITATIONS ON DAMAGES. ANY AND ALL DAMAGES SUFFERED BY LICENSEE OR ANYONE ELSE FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER RELATING TO THE SOFTWARE, SERVICES, OR SUPPORT, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE ACTUAL DOLLAR AMOUNT THAT LICENSEE ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT, SERVICES OR SUPPORT WITHIN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EOUITABLE THEORY, MORE THAN ONE YEAR AFTER LICENSEE FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO LICENSEE OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF DAMAGES OR A CLAIM.
- 9. <u>Copyright</u>. The Software and the Documentation are owned by Laserfiche and are protected by United States and other international copyright laws, conventions and treaties. Licensee must treat the Software and Documentation like any other copyrighted material except Licensee may install the Software and the Documentation as expressly authorized by this License Agreement. Licensee may copy the Documentation solely for internal, reference purposes, as long as this License Agreement is in effect and the copy includes all trademark and copyright notices set forth on the Documentation, and the use of such copy does not violate or breach any other term or provision of this License Agreement.
- 10. <u>No Waiver</u>. No failure by Laserfiche to exercise or delay in exercising any right, power, or privilege under this License Agreement will operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise by Laserfiche of any right, power, or privilege under this License Agreement will preclude further exercise of any such right, power or privilege.
- 11. <u>Severability</u>. If any provision of this License Agreement is adjudicated or held to be invalid or unenforceable by a court or arbitration panel, it will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable provision will be severed from this License Agreement and will be deemed to have never been a part of this License Agreement.

Severance of any invalid or unenforceable provision will not affect the validity or enforceability of the remainder of this License Agreement.

- 12. <u>Governing Law</u>. This License Agreement is deemed to have been made in, and will be construed pursuant to the laws of, the State of California, as if all parties were residents of California and this License Agreement was to be wholly performed within the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 13. <u>Jurisdiction</u>; <u>Venue</u>; <u>Arbitration</u>. Each party consents to the personal jurisdiction of the California Superior Court and the United States District Court for the Central District of California. Each party agrees to arbitrate any and all disputes in any way related to this License Agreement by final and binding arbitration in accordance with JAMS Arbitration Rules in effect at the time of the arbitration. The arbitrator's authority will be no greater than that which is available under the statutory or common law theory asserted. The arbitration will be heard by one arbitrator at JAMS offices in Los Angeles, California. Licensee further waives the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. All judicial actions and proceedings will be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph does not apply to any agency or official body of the United States of America or any foreign government, or to their respective state, regional and local government bodies and subdivisions if, and to the extent that, it is unenforceable under applicable law.
- 14. <u>Entire Agreement</u>. This License Agreement is the complete and exclusive statement of the mutual understanding of the parties concerning its subject matter, and it supersedes all previous written and oral agreements, representations, warranties, statements, advertising and marketing materials, and other communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this License Agreement.
- 15. <u>Modifications to the License Agreement</u>. If Licensee installs a new version of the Software, or any update, modification, or upgrade of the Software, the Laserfiche License Agreement applicable to the new updated, modified or upgraded version of the Software will modify this License Agreement upon such installation, if or to the extent that the new Laserfiche License Agreement is different than this License Agreement. A revised version of the License Agreement will be available at <a href="https://www.laserfiche.com/eula/home">www.laserfiche.com/eula/home</a>. By continuing to use the Software after the effective date of any modifications to this License Agreement, Licensee agrees to be bound by the modified terms.
- 16. <u>Limitation on Actions</u>. Any suit, claim, action or proceeding based on or related to this License Agreement, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by Licensee against Laserfiche or its Representatives within one year after the occurrence of any one or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action or proceeding.
- 17. <u>U.S. Government Restricted Rights Notice</u>. This Software is provided with restricted rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to the restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software Restricted Rights* clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. Licensee and any end user must not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.

The contractor/ manufacturer is Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807, a California corporation dba Laserfiche.

18. Export Restrictions. Licensee acknowledges that the Software and all related technical information, documents, and materials are subject to United States export jurisdiction and controls under the U.S. Export Administration Regulation. Licensee must comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes including, but not limited to, the procurement of required permits, certificates, approvals, and inspections in Licensee's performance of this Agreement. In addition, Licensee must comply with applicable international export laws and regulations. Licensee represents, warrants and certifies that Licensee will (i) comply strictly with all legal requirements, (ii) cooperate fully with Laserfiche in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Software or related technical information, document, or material or direct products to any country restricted by applicable export laws or regulations, as modified from time to time, or to any national or resident of such country, unless Licensee has obtained the prior written authorization of Laserfiche, the U.S. Commerce Department and any other required governmental authority.

19. <u>Captions</u>. The captions used on this License Agreement are for convenience only and are not a part of this License Agreement.

Should Licensee have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write to: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

© 2015-2017 Laserfiche