Laserfiche® Software Assurance Plan (LSAP)

PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS OF THE LASERFICHE SOFTWARE ASSURANCE PLAN ("LSAP") BY WHICH COMPULINK MANAGEMENT CENTER, INC., DBA LASERFICHE ("LASERFICHE") WILL PROVIDE UPDATES FOR THE CORE LASERFICHE SOFTWARE PRODUCTS OF THE PURCHASER OF THE LSAP ("LICENSEE"), WHICH ARE LISTED ON LICENSEE'S LASERFICHE PURCHASE ORDER OR AGREEMENT. THIS AGREEMENT IS BETWEEN LICENSEE AND LASERFICHE. BY ACCEPTANCE OF THE LSAP, LICENSEE AGREES TO ACCEPT ALL OF ITS TERMS AND CONDITIONS AS DESCRIBED IN THIS AGREEMENT.

- 1. <u>Updates</u>. From time to time, Laserfiche adds features and performance enhancements to an existing version of its software, which are known as "updates." Licensee will receive all updates without charge.
- 2. Credit Toward New Product Suites. Laserfiche periodically publishes new product suites of its software, which bundle new features. Because of the many new features and performance enhancements, the new Laserfiche product suite may be priced higher than Licensee's existing one. If Licensee elects to replace its existing Laserfiche software with a new Laserfiche product suite, Licensee is entitled to receive a credit of the purchase price of its existing Laserfiche software, subject to Laserfiche's trade-in policies. Examples of new product suites would include Licensee's transition from Laserfiche United to Laserfiche Rio. Laserfiche does not credit Licensee's annual LSAP payments or other interim purchases it may have paid for installation, training, upgrades, ancillary programs, additional professional services or consulting.
- 3. Access to Online Support Resources. The Laserfiche Support Site contains detailed technical information to optimize system performance and maximize uptime. Laserfiche Answers is an online forum where the Laserfiche community helps answer Laserficherelated questions.
- 4. <u>Hours of Support</u>. The Laserfiche Helpdesk hours are Monday through Friday from 6 AM to 6 PM Pacific Time except on U.S. holidays.
 - With Basic support, the Laserfiche Helpdesk provides a 24-hour response time excluding U.S. holidays.
 - With Premium support, the Laserfiche Helpdesk provides a 4-hour response time excluding U.S. holidays. Online chat support is available from Sunday at 5 PM Pacific Time through Friday at 5 PM Pacific Time (except on weekdays between 2 AM and 6 AM Pacific Time).
 - Access to Laserfiche's Support Site is available 24/7.

- 5. <u>Annual Renewal</u>. LSAP commences on the software invoice date, and the benefits will continue for a year after the commencement date. Annual renewal of LSAP is recommended to avoid any inadvertent gaps in coverage.
- 6. <u>DISCLAIMER OF WARRANTIES</u>. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE OBLIGATIONS OF LASERFICHE UNDER THE LASERFICHE SOFTWARE ASSURANCE PLAN, AND SUPERSEDES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTIES AND PROMISES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. LASERFICHE DOES NOT WARRANT THE ERRORFREE OPERATION OF LASERFICHE SOFTWARE. LASERFICHE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND SERVICES.
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The limitations of damages or liability set forth in this agreement are fundamental elements of the basis of the bargain between Laserfiche and Licensee. Licensee acknowledges and agrees that Laserfiche would not be able to provide this product on an economic basis without such limitations.

8. <u>Scope of Agreement</u>. If any provision of this agreement is found to be unlawful, void, or unenforceable, that provision will be severed from this agreement and will not affect the validity and enforceability of any of its remaining provisions. This agreement does not

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- 9. <u>Limitation on Scope of Benefits</u>. This agreement extends only to original purchasers of the LSAP and to any transferee authorized by Laserfiche and who has complied with all transfer requirements of this agreement. This agreement extends only to the uses for which the Laserfiche software was designed. LSAP includes support for Laserfiche software, but not support for configurations, integrations, applications or customizations. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. This agreement specifically excludes coverage for malfunctions, problems and related service requests that arise from or are due to: (a) alterations, additions, deletions, adjustments, or repairs by anyone other than Laserfiche or its employees or subcontractors, or (b) defects, malfunctions or other problems in Licensee's hardware or non-Laserfiche software products, or Licensee's configurations, integrations, applications or customizations. LSAP will not cover the service or repair of any system or component that has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of Licensee's hardware or Laserfiche software; (ii) a Force Majeure including, but not limited to, lightning, flooding, tornados, earthquakes, hurricanes, strikes, civil disturbances, terrorism or war; (iii) failure due to external factors such as accidents, fires, failures or fluctuations of electrical power or air conditioning, criminal activity, hacking or malicious interference with internet or telecommunications systems, and other acts or events beyond Laserfiche's control; (iv) abuse or excessive wear and tear; (v) third-party software, software configurations, applications, emails, downloads or any data files, worms or viruses that may corrupt Licensee's Laserfiche software or Licensee's other systems; or (vi) the moving of Licensee's system from one geographic location to another or from one purchaser or entity to another.
- 10. <u>Assignment</u>. Laserfiche reserves the right to assign its obligations to perform the terms and conditions of this agreement to a qualified third party designated by Laserfiche. In that event, Licensee agrees to look solely to Laserfiche's designee for performance of Laserfiche's obligations under this agreement.
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- 12. <u>Important Notice</u>. Before requesting services, it is Licensee's responsibility to back up the software and data on Licensee's hard disk drive and on any other storage device(s) in the system. Under no circumstances will Laserfiche be liable for damages resulting from any loss of any software, content, information or data.
- 13. <u>Law; Jurisdiction</u>. This agreement will be governed and construed by the laws of the State of California. The headings are for convenience only and are not to be used to

interpret this agreement. All disputes between Licensee and Laserfiche will be litigated in the state and federal courts located in Los Angeles County, California, unless Licensee's purchase agreement with Laserfiche requires arbitration, in which case LSAP disputes will be arbitrated as provided in Licensee's purchase agreement. Licensee consents to personal jurisdiction of the courts located in the State of California over all disputes between Licensee and Laserfiche. The headings are for convenience only and not to be used to interpret this agreement.

14. <u>Contact Laserfiche</u>. Should Licensee have any questions concerning this agreement, or if Licensee desires to contact Laserfiche for any reason, the contact information is as follows: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

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