

Laserfiche Subscription Service End User License Agreement

This Laserfiche Subscription Service End User License Agreement (this “**Agreement**”) is between Compulink Management Center, Inc., which does business as “Laserfiche” (“Laserfiche,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**”). This Agreement contains the terms and conditions that govern your access to and use of the Subscription Service (as defined below) which you are purchasing through a Laserfiche authorized independent value added reseller, known as a “**VAR**.” This Agreement takes effect when you click an “I Accept” button or check the box presented with these terms or, if earlier, when you use any of the Subscription Services (the “**Effective Date**”). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 1.0 for definitions of certain capitalized terms used in this Agreement.

1.0 Definitions. The following definitions shall apply to this Agreement:

“**Laserfiche Confidential Information**” means all nonpublic information disclosed by us, our affiliates, VARs, business partners, or our or their respective employees, contractors or agents, 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 includes: (a) nonpublic information relating to us or our affiliates, VARs, or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our VARs 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 any breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful, tortious, or illegal act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.

“Laserfiche Marks” means any trademarks, service marks, service or trade names, logos, and other designations of Laserfiche and its affiliates that we may make available to you in connection with this Agreement.

“Laserfiche Content” means Content that we or our VARs or affiliates make available in connection with the Subscription Service or on the Laserfiche Site to allow access to and use of the Subscription Service, including Documentation; sample code; software libraries; command line tools; and other related technology. Laserfiche Content does not include your access to or use of the Subscription Service.

“Laserfiche Site” means <http://Laserfiche.com> and any successor or related site designated by us.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Content” means software (including machine images), data, text, audio, video, images or other content.

“Documentation” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Subscription Service located at <http://Laserfiche.com/documentation>, as such documentation may be updated by us from time to time.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Subscription Service under your account.

“Product Components” shall refer to Laserfiche Rio® software components and functionality. Optional add-on components are available for an additional fee. Laserfiche retains the right to add, delete or change the Product Components effective following written notice published on the Laserfiche Site.

“Software” shall mean the Product Components of Laserfiche® proprietary application software, which will provide the Subscription Service.

“Subscription Service” shall mean the group of services provided by your Laserfiche authorized VAR to you, pursuant to a Subscription Service agreement between your Laserfiche VAR and you, which services include the right of End Users to access and utilize the Software. The Subscription Service shall include, among other services, the use of your VAR’s or its affiliate’s data center, help desk and communications to provide access and support to you.

“Third Party Content” means Content made available to you by any third party on the Laserfiche Site or in conjunction with the Subscription Service.

“Term” shall refer to the period starting with the Effective Date of this Agreement and ending upon its termination.

“Your Content” means Content that you or any End User (a) run on the Subscription Service, (b) cause to interface with the Subscription Service, or (c) upload to the Subscription Service under your account or otherwise transfer, process, use or store in connection with your account.

2.0 Support. Laserfiche has authorized your VAR to provide you with support for the Subscription Service consistent with the level of service your VAR provides its other customers. You agree to contact your VAR for all support needs and questions. You agree that Laserfiche shall not be responsible or liable to you if your VAR fails to provide adequate support.

3.0 Third Party Content. Third Party Content, such as software applications provided by your VAR or other third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any and all Third Party Content is at your sole risk. You agree that Laserfiche shall not be responsible or liable to you if Third Party Content fails to work as expected or in any way interferes with or adversely affects the performance of the Subscription Service or Software.

4.0 Your Content. You are responsible for securing your Content against accidental or unlawful loss, access or disclosure. Laserfiche is not storing or securing your Content. You should speak with your VAR about the security measures that it takes to protect your Content. You agree that Laserfiche shall not be responsible or liable to you if your Content is

lost, damaged, stolen, accessed or disclosed. This means that you are solely responsible for the development, content, operation, maintenance, and use of Your Content, including, by way of example: (a) the technical operation of Your Content; (b) compliance of Your Content with the all applicable law; (c) any claims relating to Your Content; and (d) proper handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

5.0 Termination. This Agreement may be terminated if any of the following acts or events occurs:

5.1 If the Agreement between you and your VAR to obtain the Subscription Service is terminated, then you may not access or use the Subscription Service after that termination is effective, unless and until you have purchased the Subscription Service through another authorized Laserfiche VAR.

5.2 Laserfiche may terminate this Agreement if Laserfiche or your VAR terminates the agreement by which Laserfiche authorizes your VAR to provide the Subscription Service to you. We will give you at least 30 days prior written notice by email to your account before Laserfiche terminates the Agreement for the reasons stated in this paragraph. You should discuss with your VAR the circumstance that might permit your VAR or Laserfiche to terminate the agreement between your VAR and Laserfiche.

5.3 Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

5.4 After termination of this Agreement, you will be responsible for retrieving your Content. That is strictly a matter between you and your VAR. Laserfiche has no obligation or ability to obtain your Content from the VAR or third party which may host it, and Laserfiche will not generally have access to Your Content. Laserfiche will not erase or destroy Your Content following termination, but Laserfiche shall not be responsible or liable to you if your VAR, a web hosting company, or any other third party erases, destroys or refuses to return or give you access to Your Content.

6.0 Subscription Service License.

6.1 Laserfiche owns all right, title and interest in and to the Product Components of the Software which comprise the Subscription Service, except for sub-components which Laserfiche licenses from third parties. Laserfiche grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term of this Agreement: (i) access and use the Subscription Service solely in accordance with this Agreement; and (ii) use the Software solely in connection with your permitted use of the Subscription Service in compliance with the Laserfiche EULA. Except as provided in this Section 6.1, you obtain no rights under this Agreement from us or our licensors to the Subscription Service or the Software, including any related intellectual property rights.

6.2 Neither you nor any End User may use the Subscription Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Software included in the Subscription Service, (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or (c) access or use the Subscription Service or the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Subscription Service or Software. You may not use any trademark of Laserfiche without out express, prior written permission.

6.3 You may not access the Subscription Service if you are a direct competitor of Laserfiche, except with our prior written consent. In addition, you may not access the Subscription Service for purposes of monitoring the services offered or their availability, performance or functionality, or for any other benchmarking or competitive purpose.

7.0 Indemnification. You will defend, indemnify, and hold harmless Laserfiche, our affiliates, VARs and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and

expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Subscription Service (including any activities or use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and your VAR or any other third party. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any indemnity claim, but our failure to promptly notify you will only affect your obligations to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

8.0 Disclaimers.

THE SUBSCRIPTION SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES, VARS, AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SUBSCRIPTION SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SUBSCRIPTION SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES, VARS, AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

9.0 Limitations of Liability.

WE AND OUR AFFILIATES, VARS AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES, VARS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SUBSCRIPTION SERVICE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SUBSCRIPTION SERVICE, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SUBSCRIPTION SERVICE OFFERINGS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SUBSCRIPTION SERVICE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SUBSCRIPTION SERVICE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES', VARS' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF \$5,000 OR THE AMOUNT YOU ACTUALLY PAY AS FEES FOR THE SUBSCRIPTION SERVICE TO YOUR VAR FOR THE SUBSCRIPTION SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

10.0 Modifications to the Agreement. We may modify this Agreement at any time by posting a revised version on the Laserfiche Site or by otherwise notifying you by email at the address then associated with your account. The modified terms will become effective on the first day of the month following the notice, or such other date as is stated in the notice. By continuing to use the Subscription Service after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms.

11.0 Confidentiality and Publicity. You may use Laserfiche Confidential information only in connection with your use of the Subscription Service as permitted under this Agreement. You will not disclose Laserfiche Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Laserfiche Confidential Information, including, at a minimum, those measures you take to protect your own

confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Subscription Service. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

12.0 Force Majeure. We and our VARs and affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.0 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.0 Legal Compliance.

14.1 U.S. Government Rights. The Subscription Service Offerings are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to Subscription Service Offerings. If you are using the Subscription Service on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Subscription Service. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

14.2 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control law and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Subscription Service, including your transfer

and processing of Your Content, the provision of Your Content to End Users, and the region in which any of the foregoing occurs.

15.0 Notice. (a) We may give you notice to you under this Agreement by: (i) sending a message to the email address then associated with your account; or (ii) by overnight courier, such as Fedex or UPS; or (iii) registered or certified mail. Notices we provide by email will be effective on the first business day following the day we send it. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email. (b) To give us notice under this Agreement, you must contact Laserfiche as follows: (i) by facsimile transmission to 562.988.1886, attention Vice President of Operations; or (ii) by personal delivery, overnight courier or registered or certified mail to Compulink Management Center, Inc., attention Vice President of Operations, 3645 Long Beach Blvd., Long Beach, CA 90807. We may update the facsimile number or address for notices to us by posting a notice on the Laserfiche Site or giving you email notice. Notices shall be effective on the second business day following their receipt by Laserfiche.

16.0 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

17.0 Waivers; Severability. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

18.0 Governing Law; Venue. The laws of the State of California, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. Any dispute relating in any way to the Subscription Service or the Software or this Agreement will be adjudicated in any state or federal court in Los Angeles County, California. You consent to exclusive jurisdiction and venue in those courts. We may seek

injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, our VARs', or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.