



SUPPLEMENT TO LASERFICHE END USER LICENSE AGREEMENT

This Supplement ("**Supplement**") to the Laserfiche End User Software License Agreement ("**EULA**"), the current version of which is attached as Exhibit A hereto and incorporated by reference herein, is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche ("**Laserfiche**"), and the City of Columbia, Missouri ("**Licensee**") as of October 3, 2022 (the "**Effective Date**").

For good and valuable consideration, which the parties both acknowledge, the parties agree on the following additional terms and conditions, which modify the EULA:

1. All references to arbitration within the EULA are hereby deleted and moot. The Licensee does not agree to arbitration.
2. The following definitions as set forth in the EULA are hereby deleted in their entirety and replaced with the following:

"Confidential Information" means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, 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. Confidential Information also includes: (a) Laserfiche Software and Documentation; (b) Laserfiche's source code, non-public application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to a party or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that each party is obligated to keep confidential; and (e) except to the extent not permitted by applicable law, the terms of any agreements, discussions, or negotiations between the parties or their respective Affiliates regarding this Agreement or the Laserfiche Software. 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 to Licensee at the time Licensee received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party's Confidential Information; or (v) is an open record pursuant to the Missouri Sunshine Law (Chapter 610 RSMo).

"Effective Date" means the first date of this Supplement as set forth above.

3. Sections 4.4, **Laserfiche Cloud**, is hereby deleted in their entirety and replaced with the following:
 - 4.4 **Laserfiche Cloud**. Licensee acknowledges that Laserfiche offers the use of proprietary software products, tools, modules, algorithms, and components running as services in a Laserfiche hosted environment (such proprietary items, "Laserfiche Cloud Product Components", such environment, the "Services Environment", and the use of such components in the Services Environment, the "Laserfiche Cloud"), subject to the terms of our Laserfiche Cloud Subscription Agreement. Licensee acknowledges that any use by Licensee or any User of Laserfiche Cloud, any Laserfiche Cloud Product Component, or the Services Environment, with Laserfiche Software licensed under this Agreement, is subject to the terms

and conditions of the Laserfiche Cloud Subscription Agreement. Use of Laserfiche Cloud by Licensee requires a written amendment to the Agreement signed by both parties.

4. Section 9.1, Confidentiality Restrictions, is hereby deleted in its entirety and replaced with the following:

9.1 Confidentiality Restrictions. Each party will use each other's Confidential Information only as permitted under this Agreement. Neither party will disclose the other party's Confidential Information during the term of this Agreement or at any time during the seven-year period following any termination of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least 5 business days' notice in writing. Notwithstanding the foregoing, neither party shall be required to give notice if the disclosure is due to an investigative subpoena. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party's Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Software without the other party's prior written authorization and approval of the content of the proposed statement or communication. Both parties agree that Licensee may include this EULA on council agendas that are publicly available on the City of Columbia's website. Notwithstanding the foregoing, each party shall maintain the confidentiality of any records which are considered closed records pursuant to state or federal law.

5. Section 10, Term and Termination, is hereby deleted in its entirety and replaced with the following:

10 Term and Termination. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in the Order Form, unless terminated earlier in accordance with this EULA. Licensee may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in Licensee's possession or control. This EULA will immediately terminate if (i) Licensee breaches any of its terms or conditions, or (ii) if Licensee fails to pay any portion of the applicable license or Subscription fees and Licensee fails to cure that payment breach within 30 days of receipt of a written notice from us. Laserfiche may also terminate this Agreement upon written notice if Licensee commences or participates in any legal proceeding against Laserfiche. Upon termination of this EULA, you 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 in Licensee's possession or control. Licensee must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate Licensee's obligations under this EULA, nor will it (i) release Licensee from the obligation to pay any monies that Licensee may owe Laserfiche for use of the software prior to termination or expiration; (ii) operate to discharge any liability that Licensee incurs before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Definition), 4 (Laserfiche Proprietary Rights and Licenses), 5 (License Restrictions), 8 (Third Party Materials), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of

Liability), 14 (Basis of Bargain), 16 (Audit Rights), and 17 (Miscellaneous) In the event of any actual or threatened breach of a party's confidentiality obligations under this EULA, the non-breaching party shall be entitled to seek injunctive relief, without the requirement to post any bond or other security, and such right shall be in addition to all rights available at law or in equity.

6. Section 11, Indemnification, of the EULA is hereby deleted in its entirety and replaced with the following:

11.1 LICENSEE HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP LICENSEE'S DATA OR CONTENT OR THIRD PARTY DATA OR CONTENT IN HARD DRIVE, SYSTEM, STORAGE OR DEVICE OWNED OR OPERATED BY OR FOR LICENSEE (collectively, "Licensee Data") WHETHER OR NOT THE SOFTWARE INTERACTS WITH LICENSEE DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. Licensee hereby agrees to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "Indemnified Party"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Licensee Data, including any loss of Licensee Data for any reason whatsoever; (ii) Licensee's or any User's actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; or (iii) Licensee's or any User's use of the Software including, without limitation, in violation of any applicable laws.

If Licensee is a government entity, the indemnification obligation in Section 11.1 above shall not apply. However, Licensee agrees that all other terms and conditions of this EULA shall apply to Licensee.

11.2 Notwithstanding anything stated to the contrary in the EULA, Laserfiche will indemnify Licensee against third-party claims for IP infringement on the following terms and conditions:

11.2.1 Indemnified Claim. Laserfiche will indemnify, defend, and hold harmless Licensee against any third party claim, suit, or proceeding against Licensee (an "Indemnified Claim") alleging that Laserfiche Software infringes any patent, copyright, trademark or other intellectual property right, provided that Licensee gives Laserfiche notice of such Indemnified Claim within 10 days of learning of it.

11.2.2 Litigation. Laserfiche will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise of it; *provided* Licensee will have the right to approve the terms of any settlement or compromise that restricts its rights or subjects it to any ongoing obligations.

11.2.3 Exclusions. Laserfiche's obligations set forth in Section 11.2.1 above do not apply if, or to the extent that, an Indemnified Claim arises out of (i) Licensee's use of Laserfiche Software after Laserfiche notifies Licensee to discontinue running it due to the risk of such a loss; or (ii) the combination of Laserfiche Software with a non-Laserfiche Software product, data, or business process that is not installed by, at the recommendation of, or with the approval of Laserfiche; or (iii) the modification, alteration, integration, or reconfiguration of Laserfiche Software, except when performed by, or at the recommendation or with the approval of, Laserfiche; or (iv) Licensee's use of the Software to perform a function or objective that Laserfiche has not warranted or that the Software is not designed to perform or accomplish, if and to the extent that the claim or loss arises from or is related to the Software's failure to

perform or accomplish such function or objective; (v) Licensee's breach of the License Requisition or the EULA; or (vi) any conduct, act or omission by non-Laserfiche employees that is not authorized or approved by Laserfiche, or any event that is beyond Laserfiche's reasonable control or management.

11.2.4. If Laserfiche is only partially responsible for, or the cause of, a loss for which Licensee demands indemnification under this Supplement, Laserfiche's obligation to indemnify and defend Licensee will be based on principles of comparative equitable indemnification. Therefore, the loss will be equitably apportioned to Laserfiche based on Laserfiche's proportionate share of responsibility for the total loss suffered by the injured party.

For purposes of this Section 11, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Party arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

7. Section 17.1, Waiver, Severability, is hereby deleted in its entirety and replaced with the following:

17.1 Waiver, Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by either Party must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.

8. Section 17.3, Modifications to the EULA, of the EULA is hereby deleted in its entirety and replaced with the following:

17.3 Modifications to the EULA. Any modification of this Agreement must be in writing and executed by both parties.

9. Section 17.7.1 of the EULA is hereby deleted in its entirety and replaced with the following:

17.7.1 We may give Licensee notice under this Agreement: (a) by personal delivery or overnight courier, such as FedEx or UPS; or (b) by registered or certified mail; or (c) if we have received an email address for Licensee as specified on the Order Form, then to such email address. Notices we provide by email or overnight courier will be effective on the second business day following receipt. Notices via registered or certified mail will be effective on the second business day following receipt. Notices via personal delivery will be effective when received.

10. Section 17.10, Assignment, of the EULA is hereby deleted in its entirety and replaced with the following:

17.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by Licensee, and any such attempted assignment, novation, or transfer shall be void and without effect. We may assign, novate, or transfer this Agreement without Licensee's consent with written notice to Licensee. This EULA will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns

11. Section 17.11, Construction, of the EULA is hereby deleted in its entirety and replaced with the following:

17.11 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word “including” or “include(s)” means “including but not limited to.” Licensee agrees that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA and any Order Form, amendment, or notice submitted hereunder, will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

12. Section 17.12, Electronic Conduct of Business, of the EULA is hereby deleted in its entirety and replaced with the following:

17.12 Electronic Conduct of Business. Each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents, if any, related to this Agreement. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

13. A new Section 17.13 is hereby added to the EULA as follows:

17.13 All obligations of the Licensee under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

14. A new Section 17.14, No Waiver of Sovereign Immunity, is hereby added to the EULA as follows:

17.14 No Waiver of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party’s rights or defenses with regard to each Party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

15. A new Section 17.15, Background Checks, is hereby added to the EULA as follows:

17.15 Background Checks. If Laserfiche’s employees have access to either criminal justice information or access to information about the bulk electric system, background checks will be required.


This Supplement will terminate when the EULA is terminated in accordance with its terms. Except as expressly modified by this Supplement, all other terms and conditions of the EULA will remain in full force and effect. In event of conflict between the terms and conditions of this Supplement and the terms and conditions of the EULA, the terms and conditions set forth in this Supplement will prevail. Capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the EULA.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their duly authorized representatives as of the Effective Date.

Compulink Management Center, Inc.

Db a LASERFICHE

By: 

Name: Peter Wayman

Title: Executive Vice President

Licensee:

City of Columbia, Missouri

By: _____

Name: De'Carlton Seewood 

Title: City Manager

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor/rw

EXHIBIT A
LASERFICHE EULA
(attached)



LASERFICHE END USER LICENSE AGREEMENT

THIS LASERFICHE® END USER LICENSE AGREEMENT (“**AGREEMENT**” OR “**EULA**”) IS A LEGAL AGREEMENT THAT APPLIES TO LICENSEE’S USE OF THE ACCOMPANYING LASERFICHE SOFTWARE AND DOCUMENTATION. THE TERMS “**LICENSEE**”, “**LASERFICHE SOFTWARE**” AND “**DOCUMENTATION**” ARE EACH DEFINED BELOW.

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 17.8. BY DOWNLOADING, INSTALLING, OR USING THE LASERFICHE SOFTWARE OR ACCEPTING THIS EULA (WHETHER BY CHECKING ANY “ACCEPT” OR “AGREE” MECHANISM OR INDICATING ASSENT BY ANY OTHER ACCEPTANCE PROCESS MADE AVAILABLE BY LASERFICHE), (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THIS EULA, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA, AND YOU AND LICENSEE AGREE THAT LICENSEE IS BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS EULA ON BEHALF OF LICENSEE, DO NOT DOWNLOAD OR USE THE LASERFICHE SOFTWARE OR DOCUMENTATION. PROMPTLY RETURN THE LASERFICHE SOFTWARE AND DOCUMENTATION TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE LASERFICHE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE LASERFICHE SOFTWARE AND DOCUMENTATION. ANY DOWNLOAD OR USE OF THE LASERFICHE SOFTWARE OR DOCUMENTATION THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA IS UNAUTHORIZED AND UNLAWFUL.

1. **Definitions.** The following definitions will apply to this Agreement:

“**Affiliate**” means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, 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. Confidential Information also includes: (a) Laserfiche Software and Documentation; (b) Laserfiche’s source code, non-public application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that each party is obligated to keep confidential; and (e) the terms of any agreements, discussions or negotiations between the parties or their respective Affiliates regarding this Agreement or the Laserfiche Software. 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 to Licensee at the time Licensee received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by the

receiving party without reference to the other party's Confidential Information.

"Documentation" means the getting started guides, user guides, user quick reference guides, and other technical and operations manuals and specifications published by Laserfiche for the Laserfiche Software.

"Effective Date" means the earliest to occur of the following dates: (a) the date that Licensee accepts this Agreement, (b) the date Laserfiche delivers the applicable license key to Licensee, or (c) the date that you download the Laserfiche Software.

"Evaluation Product" means Laserfiche Software furnished to Licensee for evaluation purposes or other limited, temporary use as authorized by us in accordance with Section 3, and that is not the subject matter of a separate written evaluation agreement executed by and between Laserfiche and Licensee.

"Intellectual Property Rights" means (a) all patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; (c) trade secrets; and (d) all other intellectual property rights and similar forms of worldwide protection.

"Laserfiche", "Licensor", we", "our" or "us" means the Laserfiche entity that is contracting with Licensee, as set forth in Section 17.8.1.

"Laserfiche Product" means collectively the Laserfiche Software and Documentation.

"Laserfiche Product Components" means Laserfiche Self-Hosted Product Components and Laserfiche Cloud Product Components.

"Laserfiche Self-Hosted Product Component" means a Laserfiche Product Component that is proprietary to Laserfiche, and subject to Licensee compliance with this Agreement, which may be installed and operated on servers owned or operated by or for Licensee for use with Laserfiche Cloud.

"Laserfiche Site" means the website located at <http://www.laserfiche.com>, or any successor domain.

"Laserfiche Software", "Software" or "Self-Hosted Laserfiche Software" means: (a) the Laserfiche proprietary software specified on the Order Form for use on a Self-Hosted Basis, and (b) any and all modifications and enhancements to the software described in clause (a) hereof, including updates or upgrades, if any, provided by us for such software.

"Licensee" means the individual, company, or other legal entity that is licensing the Laserfiche Product under this EULA as specified on the Order.

"Order Form" or "Order" means an ordering form or an order confirmation, which specifies the products ordered directly from Laserfiche or indirectly through a Laserfiche authorized reseller or distributor by or on behalf of Licensee. Each Order that specifies Self-Hosted Laserfiche Software incorporates the terms and conditions of this Agreement solely with respect to such Self-Hosted

Laserfiche Software.

"Self-Hosted Basis" means use of software on servers owned or operated by or for Licensee.

"Third Party Content" means any documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information owned by a third party, excluding Third Party Products.

"Third Party Product" means any product or service offering that is proprietary to a third party.

"Usage Limit" shall have the meaning set forth in Section 6.

"Use" means Licensee's Users downloading, installing, copying, accessing or otherwise utilizing the Laserfiche Software on a Self-Hosted Basis for Licensee's own use, and not for further resale of the Laserfiche Software or any services (such as, but not limited to, service bureau services) based on the Laserfiche Software.

"User" means Licensee's employees, consultants, contractors and agents, and third parties with whom Licensee transacts business.

2. License

2.1 Grant of License. For good and valuable consideration, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to Use such Software, solely in executable code, in accordance with the Documentation, and Use a reasonable number of copies of the Documentation, in each case subject to the terms and conditions of this EULA and the Order Form (the **"License"**). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD. Licensee's rights in and to the Laserfiche Software are limited to those expressly granted under this EULA and no other licenses are granted whether by implication, estoppel or otherwise. Laserfiche reserves all rights, title and interest in and to the Laserfiche Software not expressly granted under this EULA.

2.2 License Scope. Laserfiche Software may include, without limitation: (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. Specific additional terms that accompany a software development kit or the Software designated for **"application service provider"** purposes will also apply to Licensee. Licensee's Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, Licensee agrees to the restrictions set forth in Section 5 below.

2.3 No Modification by Additional Terms. By placing an Order for Laserfiche Software either directly or indirectly (that is, through a Laserfiche authorized reseller or distributor), Licensee hereby acknowledges and agrees that the terms and conditions of this EULA shall govern Licensee's Use

of the Laserfiche Software. For the avoidance of doubt, the terms of Licensee's agreement, if any, with a Laserfiche authorized reseller or distributor, whether conflicting or not with this EULA, shall not be contractually binding on Laserfiche.

3. Evaluation License. Licensee's Use of any Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing ("**Evaluation Period**"), and (b) by Licensee's employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any warranty provided in Section 12) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. Licensee may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Licensee's receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to Licensee for any use of the Evaluation Product. Licensee authorizes Laserfiche and its Affiliates, and their respective sublicensees, to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas Licensee or any User provides to us in connection the use of the Evaluation Product. In addition to the restrictions set forth in Section 5, Licensee shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. Laserfiche reserves the right to terminate the licenses granted under this Section with respect to any Evaluation Product prior to the end of the Evaluation Period for any breach of this Agreement or other cause. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.

4. Laserfiche Proprietary Rights and Licenses

4.1 Laserfiche Ownership Rights. We retain all rights to ownership of all Intellectual Property Rights in and to the Laserfiche Product, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related Intellectual Property Rights are granted except as explicitly stated in this EULA. No implied licenses are granted by us.

4.2 Feedback. Licensee has no obligation to provide suggestions, feature requests, comments or other feedback regarding the Laserfiche Software, including possible enhancements or modifications thereto (collectively, "**Feedback**") to Laserfiche. Licensee grants us and our Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully-paid license to use and incorporate into, and distribute as a part of, Laserfiche Software or any other products, services or content, any Feedback that Licensee or any Users voluntarily provide to Laserfiche or its Affiliates. Laserfiche has no obligation to respond to Feedback or to incorporate Feedback into the Laserfiche Software. Notwithstanding anything in this Section, Laserfiche will not utilize such Feedback to imply endorsement by Licensee from such Feedback unless explicit consent for such purposes has been obtained from Licensee.

4.3 Collection and Use of Information

(a) Licensee acknowledges that Laserfiche may, directly or indirectly through the services of third parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through:

- (i) the provision of maintenance and support services; and
- (ii) security measures included in the Software.

(b) Licensee agrees that Laserfiche may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:

- (i) improving the performance of the Software or developing updates; and
- (ii) verifying Licensee's compliance with the terms of this EULA and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.

4.4 Laserfiche Cloud. Licensee acknowledges that Laserfiche offers the use of proprietary software products, tools, modules, algorithms, and components running as services in a Laserfiche hosted environment (such proprietary items, "**Laserfiche Cloud Product Components**", such environment, the "**Services Environment**", and the use of such components in the Services Environment, the "**Laserfiche Cloud**"), subject to the terms of our Laserfiche Cloud Subscription Agreement. Licensee acknowledges that any use by Licensee or any User of Laserfiche Cloud, any Laserfiche Cloud Product Component, or the Services Environment, with Laserfiche Software licensed under this Agreement, is subject to the terms and conditions of the Laserfiche Cloud Subscription Agreement.

5. License Restrictions. Unless expressly authorized by Laserfiche in writing, Licensee will not and Licensee will not allow any third party to: (a) unbundle, transfer, sublicense, or assign Licensee's rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) except to the extent explicitly permitted by applicable law notwithstanding this limitation, reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 15 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "**Multiplex**" the Software occurs when Licensee or any User 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 the Software; or (2) to permit access to more user connections than Licensee has purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections Licensee requires, or avoiding the purchase of additional named user connections. The Laserfiche Software is not designed or intended for use in high risk activities or hazardous environments that require fail-safe performance where failure of the Laserfiche Software could lead to death, personal injury, or environmental or property damage. Laserfiche specifically disclaims any express or implied warranty of the suitability or performance of

Laserfiche Software for these types of activities.

6. **Usage Limitations.** Licensee agrees that Licensee will not use Laserfiche Software in violation of any usage limitations or guidelines applicable to the Laserfiche Software. An Order Form may include usage limitations such as, but not limited to, the maximum number of Users permitted to access Laserfiche Software (“**Subscription Usage Limits**”), and if Licensee exceeds any Subscription Usage Limit, Licensee agrees to pay the amount for any excess usage in accordance with Laserfiche’s applicable pricing and payment terms then in effect.

7. **Subscription Software**

7.1 **Subscription License.** Purchasing a “**Subscription License**” or “**Subscription**” to Laserfiche Software allows Licensee to Use such Software on a subscription basis. If Licensee purchases a Subscription License, subject to Licensee’s compliance with the terms and conditions of this EULA, Licensee may Use the Software covered by the Subscription (the “**Subscription Software**”) for the term of the Subscription set forth in the Order and subject to the Subscription Usage Limits set forth in the Order 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.

7.2 **Renewal of Subscription Term.** Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in Licensee’s invoice, unless (i) Licensee fails to pay the renewal Subscription fee as invoiced by us or (ii) Licensee gives Laserfiche written notice of Licensee’s 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. If Licensee does not notify us at least 45 days before the end of the then-current Subscription term that Licensee does not intend to renew the Subscription, Licensee will owe Laserfiche the renewal Subscription fee.

7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying Licensee at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.

7.4 **Consequences of Non-Payment.** If Licensee fails to make full payment of the Subscription fee and any outstanding balance remains unpaid 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.

7.5 **Updates and Support.** The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in any Laserfiche Software maintenance and support plan during the term of the Subscription. A Subscription for Self-Hosted Laserfiche Software does not entitle Licensee to the use of Laserfiche Cloud, unless Licensee has also entered into the Laserfiche Cloud Subscription Agreement.

8. **Third Party Materials**

8.1 **Third Party Open Source Software.** Certain items of independent, third party code may be

included in the Laserfiche Software that are subject to open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits Licensee’s rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

8.2 Third Party Integrations. The Laserfiche Software may integrate with Third Party Products or Third Party Content through APIs made available by the owner of such Third Party Products or Third Party Content (“**Third Party APIs**”). Laserfiche makes no representations or warranties regarding the suitability of any such Third Party Products, Third Party Content or Third Party APIs for Licensee’s intended requirements or purposes, including for use with the Laserfiche Software or Licensee’s systems. Further, Laserfiche makes no representations or warranties regarding the integrity of data transmitted, transferred, stored, obtained or received through any such Third Party Products, Third Party Content, or Third Party APIs. Laserfiche is not obligated to maintain or support any such Third Party Products, Third Party Content, or Third Party APIs, or to provide Licensee with updates, fixes, or services related thereto. Laserfiche makes no representations or warranties regarding the availability, functionality, or any changes to the features or specifications, of any such Third Party Products, Third Party Content, or Third Party APIs. Licensee assumes all risk arising from the use of any such Third Party Products, Third Party Content, or Third Party APIs, including the risk of damage to Licensee’s computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions. Each party will use each other’s Confidential Information only as permitted under this Agreement. Neither party will disclose the other party’s Confidential Information during the term of this Agreement or at any time during the seven-year period following any termination of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least 5 business days’ notice in writing. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party’s Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Software without the other party’s prior written authorization and approval of the content of the proposed statement or communication.

9.2 Additional Restrictions. Licensee agrees that, during the term of this EULA and after any termination or expiration of this EULA, Licensee 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 of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, 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 our trade secrets or Laserfiche Confidential Information, except to the extent explicitly permitted by applicable law notwithstanding this limitation, by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 15 below.

10. Term and Termination. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in the Order Form, unless terminated earlier in accordance with this EULA. Licensee may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in Licensee's possession or control. This EULA will immediately terminate if (i) Licensee breaches any of its terms or conditions, or (ii) if Licensee fails to pay any portion of the applicable license or Subscription fees and Licensee fails to cure that payment breach within 30 days of receipt of a written notice from us. Laserfiche may also terminate this Agreement upon written notice if Licensee commences or participates in any legal proceeding against Laserfiche. Upon termination of this EULA, you 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 in Licensee's possession or control. Licensee must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate Licensee's obligations under this EULA, nor will it (i) release Licensee from the obligation to pay any monies that Licensee may owe Laserfiche; (ii) operate to discharge any liability that Licensee incurs before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Definition), 4 (Laserfiche Proprietary Rights and Licenses), 5 (License Restrictions), 8 (Third Party Materials), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Basis of Bargain), 16 (Audit Rights), and 17 (Miscellaneous).

11. Indemnification. LICENSEE HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP LICENSEE'S DATA OR CONTENT OR THIRD PARTY DATA OR CONTENT IN HARD DRIVE, SYSTEM, STORAGE OR DEVICE OWNED OR OPERATED BY OR FOR LICENSEE (collectively, "Licensee Data") WHETHER OR NOT THE SOFTWARE INTERACTS WITH LICENSEE DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. Licensee hereby agrees to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "Indemnified Party"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Licensee Data, including any loss of Licensee Data for any reason whatsoever; (ii) Licensee's or any User's actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; or (iii) Licensee's or any User's use of the Software including, without limitation, in violation of any applicable laws.

If Licensee is a government entity, the indemnification obligation in Section 11 above shall not apply. However, Licensee agrees that all other terms and conditions of this EULA shall apply to Licensee.

For purposes of this Section 11, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Party arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

12. Limited Warranty; Exclusions; Disclaimer

12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO LICENSEE, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO LICENSEE ("Warranty Period"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to Licensee the fees paid to Laserfiche for such non-conforming Software, in which case Licensee's right to use such Software will terminate. Any error correction provided to Licensee will not extend the original Warranty Period.

12.2 Exclusions. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; or (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard; (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (iii) failure to continually provide a suitable installation or operation environment; (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

12.3 Disclaimer. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

13.2 LIMITATIONS ON DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF LASERFICHE FOR ANY AND ALL DAMAGES SUFFERED BY LICENSEE, ANY USER, AND ANYONE ELSE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL DOLLAR AMOUNT THAT IS ACTUALLY PAID TO LASERFICHE FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE PROVIDES LASERFICHE WRITTEN NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT.

14. Basis of Bargain. The warranty disclaimer in Section 12.3 and limitations of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and Licensee. The limitations of liability in Section 13 shall apply notwithstanding the failure of any essential remedy. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimers and limitations of liability inure to the benefit of Laserfiche and Laserfiche's representatives.

15. Interoperability. To the extent required by applicable law, Laserfiche shall provide Licensee with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at Licensee's written request after Licensee pays Laserfiche's licensing fees. Licensee will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.

16. Audit Rights. During the term of this EULA and for one year thereafter, Licensee agrees that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by Licensee, including inspecting and auditing Licensee's and its affiliates', and each of Licensee's and its affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during Licensee's and its affiliates' normal business hours and upon no less than 10 days prior written notice to Licensee. Laserfiche will give Licensee written

notice of any non-compliance, including any underpayment of fees, and Licensee will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by Licensee exceeds 5% of the total amount that would otherwise be payable by Licensee, Licensee will also pay us for the cost of such inspection and audit. Licensee will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. Licensee agrees to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

17. Miscellaneous

17.1 Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.

17.2 Entire Agreement and Order of Precedence. This EULA, along with the applicable Order Form, is the entire agreement between Licensee and us regarding the use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Laserfiche Product. In the event of any conflict or inconsistency among the ordering documents, the order of precedence will be: (1) this EULA, (2) the Order Form, but solely with respect to the Laserfiche Product and not any unrelated add-ons or services purchased or other terms agreed to with a Laserfiche authorized reseller. Any agreement between Licensee and Laserfiche authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement or a Laserfiche Order Form, and (b) does not create obligations for, or otherwise bind, Laserfiche.

17.3 Modifications to the EULA. Licensee agrees that we or our Affiliates may modify this EULA at any time by posting a revised version of such EULA on the Laserfiche Site. The revised terms of such EULA will be effective upon, and/or deemed to be incorporated into this Agreement as of, the earlier to occur of (a) 30 days after posting or (b) if we provide a mechanism for Licensee's immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, Licensee's acceptance. By continuing to use Laserfiche Software after the effective date of any revisions to such EULA, Licensee agrees to be bound by the revised EULA. Any other modification of this Agreement must be in writing and executed by both parties.

17.4 Limitation on Actions. To the extent permitted by applicable law, any suit, claim, action or proceeding based on or related to this EULA, its terms or conditions, or arising out of its performance or breach, whether in contract or tort, must be instituted by Licensee against us within 1 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 1 year for filing an action or proceeding.

17.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such

term is defined in 48 C.F.R. §2.101. Accordingly, if Licensee is part of the US Government or are a contractor for the U.S. Government, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

17.6 Export Restrictions. Licensee acknowledges that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. Government and the governments of other nations. Licensee agrees to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction. Licensee is responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Laserfiche Software. By accepting this EULA, Licensee represents and warrants that Licensee is not a resident or citizen of any country currently embargoed by the U.S. and that Licensee is not otherwise prohibited from receiving the Laserfiche Software.

17.7 Notices.

17.7.1 We may give Licensee notice under this Agreement: (a) by personal delivery or overnight courier, such as FedEx or UPS; or (b) by registered or certified mail; or (c) if we have received an email address for Licensee as specified on the Order Form, then to such email address. Notices we provide by email or overnight courier will be effective on the first business day following the day we send it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received.

17.7.2 To give us notice under this Agreement, Licensee must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site for the applicable Laserfiche entity Licensee contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity Licensee contracted with, attention Legal Department, at the address specified for such Laserfiche entity posted on the Laserfiche Site. Licensee may also notify us by sending an email to notices@laserfiche.com directed to the attention of the Legal Department, provided that Licensee shall also provide a copy of such notification using the methods described in sub-clause (a) or (b) hereof. We may update the facsimile number, or email address, or address for notices to us by posting a notice on the Laserfiche Site or giving Licensee email notice in accordance with subsection 17.7.1. Notices will be effective on the second business day following their receipt by Laserfiche.

17.8 Governing Law, Arbitration, Jurisdiction and Venue.

17.8.1 This table identifies the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, Licensee and Laserfiche agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. 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. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. There will be only one arbitrator. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this EULA will be deemed to prevent Laserfiche from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorneys' fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Licensee's address specified in the Order</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3443 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean; or any other territory or country not captured by entities below	State of California, United States of America and all locales not specifically mentioned in relation to an entity below.	The arbitration will be heard at American Arbitration Association ("AAA") offices in Los Angeles County, California, in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Inc. 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at AAA offices in Los Angeles County, California, in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche International Limited 2301, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia	Hong Kong	The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Licensee's address specified in the Order</u>	<u>Governing Law</u>	<u>Arbitration</u>
Laserfiche Ireland Ltd. 2nd Floor, Palmerston House Denzille Lane Dublin 2, DO2 WD37 IRELAND	United Kingdom, European Economic Area (EEA), and Eastern Europe	Laws of the Republic of Ireland	The arbitration will be heard in Dublin, Ireland, at the Dublin International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

17.8.2 If Licensee is a U.S., state, or local government entity, the subsection 17.8.1 above shall not apply. If Licensee is a U.S. government entity, this Agreement is governed by the laws of the United States, and if Licensee is a state or local government in the United States, this Agreement is governed by the laws of that state. Any action to enforce this Agreement must be brought in the State of California. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

17.9 Legal Effect. This EULA describes certain legal rights. Licensee may have other rights under the laws of Licensee's locality. This EULA does not change Licensee's rights under the laws of Licensee's locality if the laws of Licensee's locality do not permit it to do so. This includes the Freedom of Information Act (FOIA) and related regulations, as applicable.

17.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by Licensee, and any such attempted assignment, novation, or transfer shall be void and without effect. We may assign, novate, or transfer this Agreement without Licensee's consent. This EULA will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.

17.11 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" or "include(s)" means "including but not limited to." Licensee agrees that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA and any Order Form, amendment, or notice submitted hereunder, will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

17.12 Electronic Conduct of Business. Each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents, if any, related to this Agreement.

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Last Updated January 2022