



Laserfiche Cloud Subscription Agreement

This Laserfiche® Cloud Subscription Agreement (“**Agreement**”) is between Laserfiche (as defined below) and you or the entity that you represent (“**Subscriber**,” “**you**” or “**your**”) and governs your use of Laserfiche Cloud, the Subscriptions, and the Services Environment, each as defined below. This Agreement incorporates by reference the following documents posted on Laserfiche.com (the “**Laserfiche Site**”): (1) the Terms of Use located at <https://www.laserfiche.com/legal/terms-of-use/> (“**Terms of Use**”) and (2) the Data Processing Addendum (“**DPA**”), as these policies and terms may be modified by Laserfiche or its Affiliates from time to time (collectively, the “**Additional Policies**”).

BY CHECKING THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM OR ACCESSING OR USING LASERFICHE CLOUD, ANY SUBSCRIPTION OR THE SERVICES ENVIRONMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE “YOU” SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT CHECK THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM AND YOU MAY NOT USE LASERFICHE CLOUD, ANY SUBSCRIPTION OR THE SERVICES ENVIRONMENT. THIS AGREEMENT WILL BECOME BINDING ON LASERFICHE ONLY WHEN LASERFICHE NOTIFIES YOU IN WRITING OF LASERFICHE’S ACCEPTANCE OF THE ORDER FORM AFTER YOU HAVE CHECKED THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM.

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

“**Account**” means the account Laserfiche provisions for you in the Services Environment through which you and your Users can access services and content according to the Subscriptions purchased by you, including Laserfiche Cloud Product Components and Your Content.

“**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) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that each party is obligated to keep confidential; and (c) the terms of any agreements, discussions or negotiations between the parties, the Laserfiche Cloud Solution Providers or Affiliates. 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 you at the time you 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.

“Data Center Region” refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Subscriptions you have purchased is the United States of America unless specifically noted otherwise on your Order Form.

“Documentation” means the getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications published by Laserfiche about Laserfiche Cloud and the Services Environment.

“Effective Date” means the date on which Laserfiche accepts your Order Form by provisioning your Account and gives you administrative access to your first Laserfiche Cloud Subscription.

“Excluded Claim” shall have the meaning set forth in Section 9.0.

“Laserfiche”, “we”, “us”, or “our” means Compulink Management Center, Inc., a California corporation, or its Affiliate, as the case may be, that is named as the contracting entity in respect of this Agreement in accordance with Section 19.4.

“Laserfiche Cloud” or “Laserfiche Cloud Subscriptions” means the mix of Laserfiche Cloud Product Components running as services in the Services Environment for use by Subscriber and its Users in accordance with this Agreement.

“Laserfiche Cloud Product Component” means a Product Component that is proprietary to Laserfiche, and subject to Subscriber’s compliance with this Agreement, is operated in the Services Environment by Laserfiche for Subscriber’s use of such Product Component as part of Laserfiche Cloud.

“Laserfiche Cloud Solution Provider” means any other entity or person that has been authorized by us to market Subscriptions and provide Subscriber certain Support to facilitate Subscriber’s use of Laserfiche Cloud and any other Subscriptions purchased by Subscriber.

“Laserfiche Content” means content that we or our suppliers make available in connection with Laserfiche Cloud or the Laserfiche SaaS to allow you to access and use Laserfiche Cloud, including Documentation, sample code, software libraries, command line tools, and other related technology. Notwithstanding the foregoing, Laserfiche Content does not include: (a) Laserfiche Product Components or (b) Third Party Content.

“Laserfiche On-Premises License Agreement” means the applicable Laserfiche End User License Agreement available at <https://www.laserfiche.com/eula/home> for Laserfiche products licensed on an on-premises basis.

“Laserfiche On-Premises Product Component” means a Product Component that is proprietary to Laserfiche, and subject to Subscriber compliance with the applicable Laserfiche On-Premises License Agreement, may be installed and operated on-premises by Subscriber for use with Laserfiche Cloud.

“Laserfiche Product Components” means Laserfiche On-Premises Product Components and Laserfiche Cloud Product Components.

“Laserfiche Software” means Laserfiche’s proprietary application programming interfaces, software, and other code comprised in: (a) Laserfiche Cloud, (b) the Services Environment, (c) any and all

modifications and enhancements to Laserfiche Cloud and the Services Environment, and (d) Laserfiche Product Components.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

“Order Form” or **“Order”** means a Laserfiche form, including any addenda and supplements, which specifies the Subscriptions you wish to purchase. The Order Form has a link that will allow you to access and review this Agreement and an “I agree to the Subscription Agreement” check box that when checked indicates your agreement to be bound by the terms of this Agreement with respect to the Subscriptions specified on the Order Form.

“Personal Data” shall have the meaning set forth in the Data Processing Agreement.

“Product Components” means those software products, tools, modules, or components that you may license from Laserfiche or its Affiliates, or each of their respective resellers and Laserfiche Cloud Solution Providers for a separate fee for use as part of or in connection with Laserfiche Cloud, provided that where such software products, tools, modules or components are licensed by: (a) Laserfiche, you agree to Laserfiche’s terms and conditions for using such software products, tools, modules or components, and (b) third parties, you agree that you are subject to the applicable third party’s terms and conditions for using such software products, tools, modules or components.

“Services Environment” means the hosted environment provided by Laserfiche from which you may remotely access, as applicable and subject to the terms and conditions of this Agreement: (a) your Laserfiche Cloud Subscriptions, (b) Third Party Content, and (c) Your Content, as uploaded by you or your Users to your Account.

“Subscriptions” means term-based licenses to use Product Components ordered by you as set forth on an Order Form that is accepted and billed by Laserfiche.

“Subscription Term” shall have the meaning set forth in Section 6.1.

“Subscription Usage Limit” shall have the meaning set forth in Section 4.5.

“Support” refers to either Laserfiche’s obligation or, if you have a Laserfiche Cloud Solution Provider, your Laserfiche Cloud Solution Provider’s obligation, to provide you with ongoing assistance in onboarding, initiating, configuring, accessing, and utilizing the functionality and features of Laserfiche Cloud. As applicable, we have further agreed to provide more specialized technical assistance to your Laserfiche Cloud Solution Provider (as applicable) should your issue appear unusually complex or difficult for your Laserfiche Cloud Solution Provider to resolve after reasonable diligence.

“Third Party Content” means: (a) Third Party On-Premises Product Components, and (ii) other documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information made available to you by any third party for use with Laserfiche Cloud.

“Third Party On-Premises Product Component” means a Product Component that is proprietary to a third party, and subject to Subscriber compliance with such third party’s terms and conditions for such

Product Component, may be installed and operated on-premises by Subscriber for use with Laserfiche Cloud.

“User” means an individual whom Subscriber has authorized to access or use Laserfiche Cloud or the Services Environment, for whom Subscriber has ordered Laserfiche Cloud and any other Subscriptions, and to whom Subscriber has supplied a User identification and password to access Subscriber’s Account. Users may include, for example, Subscriber’s employees, consultants, contractors and agents, and third parties with whom Subscriber transacts business.

“Wind Down Period” has the meaning given to such term in Section 6.3.

“Your Content” means documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content or information that is not Laserfiche Software, Laserfiche Content, or Third Party Content and that you or any User (a) upload to Laserfiche Cloud, (b) run on Laserfiche Cloud, or (c) cause to interface with Laserfiche Cloud under your Account. Subject to Section 8.0, Your Content includes Personal Data.

2.0 Laserfiche Cloud Subscriptions. We will make the Laserfiche Cloud Subscriptions and any other Subscriptions you purchase, available to you pursuant to this Agreement and the terms stated on the applicable Order Form(s) accepted by us in writing.

3.0 Payment and Fees

3.1 Subscriptions. The first Laserfiche Cloud Subscription you purchase shall commence on the Effective Date. Additional Product Components may be used with your Account subject to your payment of the applicable fees for Subscriptions for the additional Product Components. Any additional Subscriptions will terminate on the same date as the first Laserfiche Cloud Subscription you purchased.

3.2 Fees. All fees are due upfront for Subscribers who pay Laserfiche directly. Once you submit an Order Form, the Order Form is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or in the Order Form. There will be no refunds for decreases in Subscription Usage Limits during a Subscription Term for any Subscription. If you exceed the Subscription Usage Limits, Laserfiche may work with you to seek to reduce your usage so that it conforms to the Subscription Usage Limits. If, notwithstanding Laserfiche’s efforts, you are unable or unwilling to abide by the Subscription Usage Limits, you will execute an Order Form for additional quantities of the applicable Services or Content promptly upon our request, and/or pay any invoice for excess usage in accordance with then-current overage pricing, which Subscriber may ask to review at any time.

3.3 Payments. As applicable, your Laserfiche Cloud Solution Provider may choose to bill you themselves or require you to submit credit card information to us so that we may charge your credit card. If we charge your credit card, the charge will be reflected in your Account. If you are required to submit credit card information to us, you are responsible for providing complete and accurate billing, credit card, and contact information and notifying us of any changes to such information. If you provide credit card information, you authorize a charge to your credit card for the Subscriptions you purchase as listed in the Order Form for the initial Subscription Term, renewal Subscription Term(s), and when you exceed Subscription Usage Limits.

3.4 Overdue Charges. If we do not receive any amount you owe by the due date, then, without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If your payment is late by 30 days or more, we may reduce or suspend access to your Account and the Services Environment and begin collection efforts. If the amounts you owe us are not paid within 60 days of the due date, we may cancel your Account, terminate your Subscriptions and the Services Environment, and delete Your Content in accordance with Section 6.

3.5 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with your Subscriptions. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

4.0 Certain Qualifications

4.1 Your Content. You grant us, AWS, and our respective Affiliates, a worldwide license, during the Subscription Term and the Wind Down Period, to host, copy, transmit, and display or execute Your Content (other than in violation of the terms and conditions of this Agreement), as reasonably necessary for us to provide Laserfiche Cloud, the Subscriptions, and the Services Environment, in accordance with this Agreement. You acknowledge and agree that your revocation of any of the foregoing licenses granted by you shall release Laserfiche from any and all obligations to provide or make available Laserfiche Cloud, the Subscriptions, and/or the Services Environment, in whole or in part, to you and any User and we shall not be obligated under any circumstances to refund any amounts paid by you to us in connection with Laserfiche Cloud, the Subscriptions, and/or the Services Environment. Subject to the limited licenses granted by you to us in this Section, we acquire no right, title or interest from you or your licensors under this Agreement in or to Your Content. We make no representation or warranty regarding the interoperability of Your Content with the Services Environment or Laserfiche Software.

4.2 Third Party Content. Third Party Content, including Third Party On-Premises Product Components, are subject to the applicable third party’s terms and conditions, including privacy and data gathering practices. We make no representation or warranty regarding Third Party Content or the interoperability of the Services Environment or Laserfiche Cloud with such Third Party Content. Your use of Third Party Content is at your sole risk and any separate fees, charges, and obligations you incur in your dealings with the applicable third parties, are your responsibility. You agree not to use any Third Party Content other than in accordance with this Agreement and the applicable third party’s terms and conditions. With respect to the use of any Third Party Content, in the event of conflict or inconsistency between any provision of this Agreement and the applicable third party’s terms and conditions, the third party’s terms and conditions shall control but only so long as the use of the Third Party Content in conjunction with Laserfiche Cloud is not in violation of this Agreement.

4.3 Security. We will provide an infrastructure for securing data and will maintain the Services Environment at an industry standard level of security. We utilize Amazon Web Services, Inc. (“AWS”), a public cloud, to provide the Services Environment on which Laserfiche Cloud will run to store and secure Your Content. However, no company, including Laserfiche, can fully eliminate security risks connected to handling data on the Internet and you acknowledge, understand, and agree that we cannot and do not guarantee the security of your Account or Your Content, including your Personal Data, while it is transmitted over the Internet or stored on the Laserfiche Site or Services Environment.

4.4 Service Levels. Subject to your compliance with all of the terms and conditions of this Agreement, including payment obligations, Laserfiche will provide Laserfiche Cloud in accordance with the service level agreement (“SLA”), if an SLA is included in your Order. Laserfiche’s entire obligation, and Subscriber’s exclusive remedy for any service level violation, will solely be the specific remedies set forth in the SLA, with no substitution.

4.5 Subscription Usage Limits. Laserfiche Cloud Subscriptions purchased by Subscriber may be subject to usage limits as set forth in the Order Form (“**Subscription Usage Limits**”). Unless otherwise specified in an Order Form, (a) a quantity in such Order Form refers to the maximum number of Users permitted to access Laserfiche Cloud, (b) a User’s password may not be shared with any other individual, and (c) a User-based Subscription may be reassigned to a new individual replacing one who no longer requires ongoing use of Laserfiche Cloud. If you exceed any Subscription Usage Limit, you agree to pay the amount for any excess usage in accordance with Laserfiche’s applicable pricing and payment terms then in effect.

4.6 Your Responsibilities. You will (a) be responsible for each User’s compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Content and the means by which you or any User acquired Your Content, (c) not permit any unauthorized access to or use of your Subscriptions, the Laserfiche Software, or the Services Environment, and you shall notify us promptly of any such unauthorized access or use, (d) use your Subscriptions only in the ordinary course of your business in accordance with the terms and conditions of this Agreement and the Order Form, the Documentation, and all applicable laws and regulations, and (e) ensure that Your Content and all Third Party Content you use with Laserfiche Cloud, the Services Environment, or any Laserfiche Software does not result in a violation of this Agreement. You are also solely responsible for the development, operation, maintenance, and use of Your Content, including, by way of example: (i) the technical operation of Your Content, including the interoperability of Your Content with the Services Environment and Laserfiche Software; (ii) compliance of Your Content with all applicable laws and regulations; (iii) any claims relating to Your Content; (iv) proper handling and processing of notices sent to you (or any of your Affiliates) by any person claiming that Your Content infringes or violates such person’s rights, including notices pursuant to the Digital Millennium Copyright Act; and (v) the theft, loss or destruction of Your Content within your organization’s control.

4.7 Usage Restriction. You will not (a) make Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, or any Third Party Content, available to, or use Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content or any Third Party Content for the benefit of, anyone other than Subscriber or your Users, (b) use Laserfiche Cloud, any Subscription, the Laserfiche Software or Services Environment to create, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to create, store or transmit material in violation of third-party privacy, copyright, trademark, patent or other intellectual property rights, (d) use Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment to create, store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, or any Third Party Content, (f) attempt to gain unauthorized access to Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment, or any systems or networks related to the foregoing, (g) permit direct or indirect access to, or use of, Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment in a way that circumvents any Subscription Usage Limit, (h) copy any Laserfiche Software, Laserfiche Content, or Third Party Content, or any part, feature, function or user interface of it, (i) embed or mirror any part of Laserfiche Cloud, any Subscription, the Services Environment, or any Laserfiche Content, other than embedding on your own intranets or otherwise for your own internal

business purposes or as permitted in the applicable Documentation, (j) access any Laserfiche Software to develop, create, improve or build a product or service that competes with Laserfiche Cloud, any Subscription, or any Laserfiche Software, or for any other benchmarking or competitive purpose, or (k) use any Third Party Content with Laserfiche Cloud other than as permitted by the applicable third party's terms and conditions therefor and this Agreement.

4.8 Indemnification. Subscriber will defend, indemnify, and hold harmless Laserfiche and each Laserfiche Cloud Solution Provider, Laserfiche Affiliate and Laserfiche authorized reseller, and each of Laserfiche's, Laserfiche Cloud Solution Provider's, Laserfiche Affiliate's and Laserfiche authorized reseller's, employees, officers, directors, shareholders, and agents (collectively, "**Indemnified Parties**"), from and against any and all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third-party claim concerning: (a) Subscriber, any Subscriber Affiliate's or any User's use of Laserfiche Cloud, the Subscriptions, Cloud Product Components, Laserfiche Content or Third Party Content, including any activities or use by Subscriber's or Subscriber's Affiliates' employees, contractors, or agents; (b) breach of this Agreement or violation of applicable law by Subscriber, any Subscriber Affiliate, or any 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) Subscriber's breach of any of Subscriber's obligations, contractual or otherwise, that Subscriber may owe to Users with respect to Laserfiche Cloud, the Services Environment, or associated services or Support; (e) use of Third Party Content with Laserfiche Cloud or the Services Environment; (f) a dispute between Subscriber, any Subscriber Affiliate or any User, on the one hand, and any third party; (g) a dispute between Subscriber or any Subscriber Affiliate, on the one hand, and any User; or (h) an Excluded Claim. If we or any other Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process described above, Subscriber will also reimburse us for reasonable attorneys' fees, as well as the applicable Indemnified Party's employees', contractors' and agents' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates. We have the right to assume control of the defense and settlement of the claim at any time whenever it may affect our rights of intellectual property, directly or indirectly, at Subscriber's expense. However, Subscriber may, at Subscriber's expense: (a) use counsel of Subscriber's own choosing (subject to our written consent) to defend claims against Subscriber; and (b) settle the claim against Subscriber (but not against Laserfiche or any other Indemnified Party without our express written consent) as Subscriber deems appropriate, provided that Subscriber obtains our prior consent before entering into any settlement, which shall not be unreasonably withheld.

4.9 Changes. From time to time, we reserve the right to modify or enhance Laserfiche Software and the Services Environment with the objective of providing you with a substantially equal or enhanced Laserfiche Cloud or comply with applicable laws or regulations, at no additional cost to you. In addition, from time to time, we reserve the right to modify or enhance Laserfiche Content.

5.0 Laserfiche Proprietary and Other Rights

5.1 Laserfiche Ownership Rights. We own all right, title and interest in and to Laserfiche Software, except for sub-components which we may license from third parties.

5.2 Reservation of Rights. Subject to the limited rights we have expressly granted to you in Section 7 below, Laserfiche and our licensors reserve all rights, title, and interests in and to the Laserfiche Software and Laserfiche Cloud Product Components, including all related intellectual

property rights. No rights are granted to you except those expressly set forth in Section 7 of this Agreement. No implied licenses are granted by us.

5.3 License to Use Your Feedback. You grant 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 Cloud, Laserfiche Software or any other products, services or content, any suggestion, enhancement request, recommendation, correction or other feedback from you or your Users relating to the operation of Laserfiche Cloud or any Laserfiche Software, Laserfiche Product Component, or Laserfiche Content. Notwithstanding anything in this Section 5.3, Laserfiche will not utilize feedback for marketing purposes or to imply endorsement by Licensee from such feedback.

5.4 Administrative Tools & Administrative Information. You agree that Laserfiche may use tools, scripts, software, and utilities (collectively, the “**Administrative Tools**”) to monitor and administer Laserfiche Cloud, the Subscriptions, and the Services Environment, and to help resolve your service requests. The Administrative Tools will not collect or store any of Your Content residing in the Services Environment, except as necessary to provide Laserfiche Cloud, the Subscriptions, and the Services Environment and/or troubleshoot service requests or other problems with Laserfiche Cloud, the Subscriptions, and the Services Environment. You further agree that information collected by the Administrative Tools (excluding Your Content) (“**Administrative Information**”) may also be used to assist in managing Laserfiche’s product and service portfolio, to assist Laserfiche address deficiencies in its product and service offerings, and for license management and the management of Laserfiche Cloud, the Subscriptions, and the Services Environment. Laserfiche retains all intellectual property rights in and to Administrative Information. If any rights in or to any Administrative Information vests in you, you hereby unconditionally and irrevocably assign to Laserfiche all worldwide intellectual property and proprietary rights to such Administrative Information, and if such assignment cannot (as a matter of law) be made, you hereby license all such Administrative Information to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid basis.

5.5 Service Analyses. Laserfiche may (i) compile statistical and other information related to the performance, operation and use of Laserfiche Cloud, the Subscriptions, and the Services Environment, and (ii) use data from Laserfiche Cloud, the Subscriptions, and the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “**Service Analyses**”). Laserfiche may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content in a form that could serve to identify you or any individual, and Service Analyses do not constitute Personal Data. Laserfiche retains all intellectual property rights in Service Analyses. If any rights in or to any Service Analyses vests in you, you hereby unconditionally and irrevocably assign to Laserfiche all worldwide intellectual property and proprietary rights to such Service Analyses, and if such assignment cannot (as a matter of law) be made, you hereby license all such Service Analyses to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid basis.

6.0 Term; Termination. This Agreement commences on the Effective Date and continues until all of your Laserfiche Cloud Subscriptions have expired or have been terminated.

6.1 Term of Purchased Subscriptions. The term of each Subscription will be as specified in the applicable Order Form (a “**Subscription Term**”). If the Subscription is not renewed, will terminate as of 12:01 a.m. Pacific Time on the day following the last day of the expiring Subscription

Term. The per-unit pricing during any renewal Subscription Term will be at Laserfiche's then-current pricing for that Subscription at the time of renewal.

6.2 Termination for Cause. Without prejudice to any other remedies, each party will have the right to terminate this Agreement upon written notice if the other party fails to cure any material breach of this Agreement within 20 days after receiving written notice of such breach, provided, that the period to cure a breach with respect to Subscriber's payment obligations will be 10 days. Material breaches include non-payment or any violation of law or the confidentiality obligations set forth in Section 14.

6.3 Access Post Termination. Upon your written request prior to termination, you will have 30 days immediately following termination (the "**Wind Down Period**") to export or download Your Content. After the Wind Down Period, we will have no obligation to maintain or provide any of Your Content at any time and reserve the right to delete or destroy Your Content in connection with your Account or that is otherwise in our possession or control, unless prohibited by law.

6.4 Miscellaneous. From and after termination or expiration of this Agreement: (i) except for the licenses granted in Section 5 and, subject to Section 6.3, all rights and licenses granted by one party to the other will immediately cease; (ii) any and all provisions and obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties; and (iii) all fees and any other monies due to Laserfiche by Subscriber will become immediately due and payable. Without limiting Section 6.4(ii), the following Sections shall survive any termination or expiration of this Agreement: 1, 3 (to the extent you owe us any fees as of termination or expiration of this Agreement), 4.7, 4.8, 5, 6.3, 6.4, 7.2, 9, 10 through 19.

7.0 Limited License Granted by Laserfiche

7.1 Limited License Grants

7.1.1 Laserfiche Cloud Product Components. Subject to the terms and conditions of this Agreement and the applicable Order Form (including timely payment of the applicable Subscription fees), we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable right, during the term of this Agreement, to remotely access and use Laserfiche Cloud Product Components in the Services Environment and solely in accordance with this Agreement in conjunction with: (a) Product Components licensed or subscribed by you, and (b) Your Content that complies with this Agreement. Your right to use Laserfiche Cloud Product Components will terminate upon the earlier of the end of your access to Laserfiche Cloud or the date on which your right to use the Laserfiche Cloud Product Component ends as set forth in the Order Form or terminates due to a violation of this Agreement or the Order Form as it relates to such Laserfiche Cloud Product Component.

7.1.2 Laserfiche On-Premises Product Components. Laserfiche On-Premises Product Components are not licensed under this Agreement. Any Laserfiche On-Premises Product Component you have licensed is subject to the applicable Laserfiche On-Premises License Agreement that governs the use of such Laserfiche On-Premises Product Component. You acknowledge and agree that any use by you or your Users of any Laserfiche On-Premises Product Component with Laserfiche Cloud shall be solely during the Term of this Agreement and in compliance with the applicable Laserfiche On-Premises License Agreement and this Agreement.

7.1.3 **Laserfiche Content.** Laserfiche Content is not licensed under this Agreement. The Terms of Use posted on the Laserfiche Site sets forth your and your User's right to access and use Laserfiche Content. You acknowledge and agree that any use by you or your Users of any Laserfiche Content with Laserfiche Cloud shall comply with such Terms of Use and this Agreement.

7.2 Unauthorized Use or Misuse of Laserfiche Cloud, Laserfiche Software or Product Components. Neither Subscriber nor any User may use Laserfiche Cloud or any Subscription in any manner or for any purpose other than as expressly permitted by this Agreement. You may not nor shall you allow any third party (including any User) to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Laserfiche Software or Product Component that may be accessible through Laserfiche Cloud; (b) reverse engineer, disassemble, or decompile any Laserfiche Software or Product Component or apply any other process or procedure to derive the source code of any Laserfiche Software or Product Component, or (c) access or use any Laserfiche Software or Product Component in a way intended to avoid incurring fees or exceed usage limits or quotas. All licenses granted to you in this Agreement are conditioned on your continued compliance with this Agreement, and such licenses will terminate in accordance with this Agreement if you do not comply with any term or condition of this Agreement. During and after any Subscription Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our Affiliates, Laserfiche Cloud Solution Providers, AWS, or our licensors, any patent infringement or other intellectual property infringement claim regarding Laserfiche Cloud, any Product Component, or any Laserfiche Software. You may not use any trademark of Laserfiche without our express, prior written permission.

8.0 Data Protection; Data Center Region

8.1 Laserfiche's Data Processing Agreement (the "DPA"), which is available upon request and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that you provide to Laserfiche as part of subscribing to Laserfiche Cloud.

8.2 To the extent Your Content includes Personal Data (as defined in the DPA), you agree that you will be the data controller and Laserfiche will be the data processor. The parties will comply with the applicable executed version of the DPA associated with your Account, unless otherwise stated in on your Order Form.

8.3 [Intentionally omitted.]

8.4 Your Order Form will specify the Data Center Region in which your Services Environment will reside if other than the United States of America. Laserfiche will provide production and failover systems in the Data Center Region stated in your Order Form if different from the United States of America. Laserfiche and its Affiliates may perform certain aspects of Laserfiche Cloud, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

9.0 Infringement Indemnification. Laserfiche will defend, at its own expense, any claim or action against Subscriber or its Affiliates brought by a third party to the extent that the action is based upon a claim that the Laserfiche Software or Laserfiche Content infringes any copyrights or misappropriates any trade secrets of such third party, and Laserfiche will pay those costs (including reasonable attorneys' fees) and damages finally awarded against Subscriber or its Affiliates in any such action that are specifically attributable to such claim or those costs (including reasonable attorneys' fees) and

damages agreed to by Laserfiche in a monetary settlement of such action. The foregoing obligations are conditioned on Subscriber notifying Laserfiche promptly in writing of such action, giving Laserfiche sole control of the defense thereof and any related settlement negotiations, and at Laserfiche's reasonable request and expense, cooperating and assisting in such defense. If the Laserfiche Software or Laserfiche Content becomes, or in Laserfiche's opinion is likely to become, the subject of an infringement claim, or if Laserfiche is enjoined or, in Laserfiche's opinion is likely to be enjoined, from making available any Laserfiche Software or Laserfiche Content, or Laserfiche Cloud, Laserfiche may, at its option and expense, either (a) procure for Subscriber the right to continue exercising the rights licensed hereunder with respect to Laserfiche Cloud or such Laserfiche Software or Laserfiche Content; (b) replace or modify the Laserfiche Software or Laserfiche Content so that Laserfiche Cloud or such Laserfiche Software or Laserfiche Content, becomes non-infringing; or (c) refund to Subscriber any fees paid in advance by Subscriber for any unused portion of the then-current Subscription Term for Laserfiche Cloud that relates to the infringing Laserfiche Software or Laserfiche Content, whereupon Laserfiche may terminate the applicable Subscription(s) upon written notice to Subscriber. Notwithstanding the foregoing, Laserfiche will have no obligation under this Section or otherwise with respect to any infringement or misappropriation claim (each, an "Excluded Claim") (i) based upon the use of a superseded release of the Laserfiche Software or Laserfiche Content, if the claim would have been avoided by the use of the current release, (ii) that is pending or threatened against Subscriber as of the Effective Date, (iii) based upon any modification of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content by any person other than Laserfiche, (iv) based upon the use, operation, or combination of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content with software programs, data, equipment, materials or business processes not provided by Laserfiche, if the claim would have been avoided by the use of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content without such software programs, data, equipment, materials, or business processes, or (v) based upon Your Content, or the incorporation or interaction of Your Content in or with Laserfiche Cloud or the Services Environment if the claim could not have arisen but for Your Content or the incorporation or interaction of Your Content in or with Laserfiche Cloud or the Services Environment. This Section states Laserfiche's entire liability and Subscriber's sole and exclusive remedy for infringement and misappropriation claims and claims. Subscriber may participate and retain its own counsel at its own expense.

10.0 Disclaimer

10.1 WITHOUT LIMITING LASERFICHE'S SLA OBLIGATIONS, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT LASERFICHE CLOUD AND THE SERVICES ENVIRONMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT WARRANT THAT LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, OR SERVICES PROVIDED BY US OR OUR AFFILIATES WILL BE PROVIDED OR PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL ERRORS, OR THAT ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

10.2 YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET FORTH IN THE SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF LASERFICHE CLOUD AND THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND THE SERVICES PROVIDED BY US OR OUR AFFILIATES.

10.3 WE AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS), MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

11.0 Limitations of Liability

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE WILL NOT BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY USER, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, DATA USE, OR DATA, EVEN IF WE OR OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, 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 OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

11.2 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 SUBSCRIBER, SUBSCRIBER'S AFFILIATES, AND USERS, AND ANYONE ELSE, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, 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 AMOUNT OF FEES SUBSCRIBER PAYS LASERFICHE FOR THE APPLICABLE LASERFICHE CLOUD SUBSCRIPTION GIVING RISE TO THE LIABILITY LIMITED TO THE AMOUNT ACTUALLY PAID DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUBSCRIBER FIRST LEARNED OF THE EVENT THAT GAVE RISE TO THE CLAIM RELATED TO SUCH SUBSCRIPTION.

11.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS), WILL NOT BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY USER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, DATA USE, OR DATA, EVEN IF WE OR OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, 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 OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT,

SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

12.0 Basis of Bargain. The warranty disclaimers in Section 10 and limitation of liability set forth in Section 11 are fundamental elements of the basis of the agreement between Laserfiche and Subscriber. Laserfiche would not be able to provide Laserfiche Cloud, the Services and the Services Environment on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche’s representatives.

13.0 Modifications to the Agreement. You agree that we may modify this Agreement or any Additional Policy at any time by posting a revised version of the Agreement or such Additional Policy on the Laserfiche Site. The revised terms will be effective upon the earlier to occur of (a) thirty days after posting and (b) if we provide a mechanism for your immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, your acceptance. By continuing to use or receive Laserfiche Cloud, any Subscription or the Services Environment after the effective date of any revisions to this Agreement, you agree to be bound by the revised Agreement.

14.0 Confidentiality and Publicity. 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 Subscription Term or at any time during the seven-year period following the 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 30 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, but not limited to, 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 Cloud without the other party’s prior written authorization and approval of the content of the proposed statement or communication.

15.0 Force Majeure. Neither party will be liable for any failure, delay, or default in performance if caused by: an act of war, hostility or sabotage; act of God or nature; pandemic; electrical, internet, data center, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay us for your Subscription(s).

16.0 No Intended Third Party Beneficiaries. This Agreement does not create or intend any third party beneficiary rights in any individual or entity that is not a party to this Agreement, except as otherwise expressly provided in this Agreement.

17.0 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to Laserfiche Cloud. These export laws govern the use of Laserfiche Cloud (including technical data) and any deliverables provided under this Agreement, and Subscriber agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no Laserfiche Product Component, Laserfiche Software, or Laserfiche Content, may be exported, directly or indirectly, in violation of these laws, or will be used for any prohibited purpose. You acknowledge that Laserfiche Cloud is designed with capabilities for you and your Users to access Laserfiche Cloud without regard to geographic location and to transfer or otherwise move Your Content between Laserfiche Cloud and other locations. You are solely

responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

18.0 Notice

18.1 At all times you must provide us with a current email address that you wish to be associated with your Account and to which we may give you any notice required by this Agreement. We may give you notice under this Agreement by: (a) sending a message to the email address associated with your Account; or (b) sending or posting an electronic message to you via Laserfiche Cloud; or (c) personal delivery or overnight courier, such as FedEx or UPS; or (d) registered or certified mail. Notices we provide by email, electronic messaging, 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. 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.

18.2 To give us notice under this Agreement, you must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site or the applicable Laserfiche contracting entity specified in Section 19.4, attention Legal Department; (b) by email to notices@laserfiche.com directed to the attention of the Legal Department; or (c) by personal delivery, overnight courier or registered or certified mail to Laserfiche contracting entity specified in Section 19.4, attention Legal Department, at the address specified for such Laserfiche contracting entity in Section 19.4. We may update the facsimile number, email address, or address for notices to us by posting a notice on the Laserfiche Site or giving you an email notice. Notices will be effective on the second business day following their receipt by Laserfiche.

19.0 Miscellaneous

19.1 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 Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained in this Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this Agreement.

19.2 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between us regarding your use of Laserfiche Cloud, the Subscriptions, and the Services Environment, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form accepted by Laserfiche, but solely with respect to its subject matter, (2) this Agreement, and (3) the Additional Policies.

19.3 Limitation on Actions. Any suit, claim, action or proceeding based on or related to this Agreement, its terms or conditions, including the SLA, or arising out of its performance or breach, whether in contract or tort, must be instituted by Subscriber against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Subscriber waives the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.

19.4 Governing Law, Arbitration, Jurisdiction and Venue. If you purchased a Laserfiche

Cloud Subscription in a country or territory listed below, this table identifies your Laserfiche contracting entity, the law that governs the Agreement and the specific arbitration venue that has exclusive jurisdiction over any claim arising under this Agreement. Except as otherwise specified below, you and Laserfiche agree to arbitrate any and all disputes in any way related to this Agreement by final and binding arbitration as set forth below. You further waive 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 Agreement 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 proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's 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 Agreement 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 Agreement. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Corporation 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche Solutions Mexico, S. de R.L. De C.V. Av. Patria 2085 Piso Mezzanine Colonia Puerta de Hierro Zapopan, Jalisco 45116 MEXICO	Mexico (After 6/2018)	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Laserfiche Contracting Entity	Country or Territory	Governing Law	Arbitration
Laserfiche International Limited 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia (and Mexico prior to 7/2018)	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.
Laserfiche UK Services Ltd Unit 15B, Building 6, Croxley green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM	United Kingdom, European Union, and Eastern Europe	Laws of England and Wales	The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	All other countries or territories	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

19.5 Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of your state or country. This Agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

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

19.7 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.” You agree that this Agreement will not be construed against Laserfiche by virtue of having drafted them. The official text of this Agreement (and any Order Form or Additional Policy, 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.

19.8 Electronic Conduct of Business. By executing this Agreement, each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution

of additional documents related to this Agreement.

Last Updated: June 2018

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IN WITNESS WHEREOF, notwithstanding the above "click-through" description of the acceptance process for this Agreement set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMPULINK MANAGEMENT CENTER INC.
(DBA "LASERFICHE")

CITY OF MORENO VALLEY

By: _____

By: _____

Name: Peter Wayman
Title: Executive Vice President
Date: _____

Name: _____
Title: _____
Date: _____

Address:

Address:

3545 Long Beach Blvd.
Long Beach, CA 90807

Telephone: (562) 988-1688
Fax: (562) 988-1886
Email: notices@laserfiche.com

Telephone: _____
Fax: _____
Email: _____

DRAFT