



## Cloud Subscription Agreement

THIS CLOUD SUBSCRIPTION AGREEMENT (“**Agreement**”) IS A LEGAL AGREEMENT THAT APPLIES TO SUBSCRIBER’S USE OF LASERFICHE CLOUD, THE SERVICES ENVIRONMENT, AND ALL CLOUD COMPONENTS. THE TERMS “SUBSCRIBER”, “LASERFICHE CLOUD”, “SERVICES ENVIRONMENT” AND “CLOUD COMPONENTS” ARE EACH DEFINED BELOW. THIS AGREEMENT INCORPORATES BY REFERENCE THE FOLLOWING (COLLECTIVELY, THE “**Additional Policies**”): (A) THE LASERFICHE DPA AND (B) ANY OTHER POLICIES OR TERMS REFERENCED IN THIS AGREEMENT.

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 19.4. BY ACCEPTING THIS AGREEMENT (WHETHER BY CHECKING ANY “ACCEPT” OR “AGREE” MECHANISM OR INDICATING ASSENT BY ANY OTHER ACCEPTANCE PROCESS MADE AVAILABLE BY LASERFICHE) OR ACCESSING OR USING ANY CLOUD COMPONENT, LASERFICHE CLOUD OR THE SERVICES ENVIRONMENT, (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND SUBSCRIBER TO THIS AGREEMENT, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AND SUBSCRIBER AGREE THAT SUBSCRIBER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ALSO CONSTITUTES SUBSCRIBER’S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED IN THE ADDITIONAL POLICIES.

IF SUBSCRIBER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUBSCRIBER, YOU SHOULD NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE LASERFICHE CLOUD, THE SERVICES ENVIRONMENT OR ANY CLOUD COMPONENT. ANY USE OF LASERFICHE CLOUD, THE SERVICES ENVIRONMENT OR ANY CLOUD COMPONENT THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IS UNAUTHORIZED AND UNLAWFUL.

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

“**Account**” means the account Laserfiche provisions for Subscriber in the Services Environment through which Subscriber and Users can access services and content according to the Subscriptions ordered by Subscriber, including Laserfiche Cloud and Subscriber 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).

“**Cloud Client Components**” or “**Client Components**” means a Cloud Component that Laserfiche authorizes Subscriber to download and use with Laserfiche Cloud in accordance with Section 7.1.1(b) of this Agreement.

“**Cloud Components**” means those Laserfiche proprietary software products, tools, modules, application programming interfaces, algorithms, or components that Laserfiche offers for use as part of Laserfiche Cloud or for interacting with the Services Environment.

“**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 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 Subscriber without any obligation of confidentiality at the time Subscriber 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 Subscriber's Services Environment is physically hosted. The Data Center Region applicable to Laserfiche Cloud is set forth in the DPA, unless agreed to otherwise in writing.

**"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.

**"DPA" or "Laserfiche DPA"** means the Laserfiche Data Processing Addendum, including all documents attached or referenced therein.

**"Effective Date"** means the earlier to occur of the following dates: (a) the date on which Laserfiche provisions Subscriber's Account and gives Subscriber administrative access to Subscriber's first Laserfiche Cloud Subscription, or (b) the date that Subscriber accepts this Agreement.

**"Evaluation Product"** means Laserfiche Cloud Components furnished to Subscriber for evaluation purposes or other limited, temporary use as authorized by us in accordance with Section 7.2, and that are not the subject matter of a separate written trial, evaluation or beta agreement executed by and between Laserfiche and Subscriber.

**"Excluded Claim"** shall have the meaning set forth in Section 9.0.

**"Hosting Provider"** means Amazon Web Services, the third-party web hosting provider that maintains the public cloud infrastructure Laserfiche uses to provide the Services Environment in the applicable Data Center Region.

**"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", "we", "our" or "us"** means the Laserfiche entity that is contracting with Subscriber, as set forth in Section 19.4.1.

**"Laserfiche Cloud" or "Laserfiche Cloud Subscriptions"** means the mix of Cloud Components running

as services in the Services Environment.

**“Laserfiche Content”** means all content that we make available in connection with Laserfiche Cloud or on [www.laserfiche.com](http://www.laserfiche.com) (the **“Laserfiche Site”**), including Documentation, but excluding Cloud Components and Third-Party Content.

**“Laserfiche Software”** means Laserfiche’s proprietary application programming interfaces, software, algorithms, software libraries, command line tools, and other code or technology comprised in: (a) Laserfiche Cloud, (b) the Cloud Components, (c) the Services Environment, and (d) any and all modifications and enhancements to the foregoing.

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

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

**“Personal Data”** shall have the meaning set forth in the DPA.

**“Services Environment”** means the hosted environment provided by Laserfiche from which Subscriber may remotely access, as applicable and subject to the terms and conditions of this Agreement: (a) Subscriber’s Laserfiche Cloud Subscriptions, (b) Third-Party Content, and (c) Subscriber Content.

**“Subscriber”** means the individual, company, or other legal entity that is purchasing a Subscription under this Agreement.

**“Subscriber Content”** means, excluding any Laserfiche Software, Laserfiche Content, Third-Party Content, or Third-Party Products, all electronic documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other electronic content or information that Subscriber or any User, either directly or indirectly (through the use of bots or other automated tools): (a) uploads to the Services Environment, (b) runs on Laserfiche Cloud, or (c) causes to interface, even on a temporary basis, with Laserfiche Cloud or the Services Environment. Subject to Section 8.0, Subscriber Content includes Personal Data.

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

**“Subscriptions”** means term-based licenses to use Cloud Components ordered by Subscriber directly or indirectly from Laserfiche. A Subscription also includes Client Components, subject to Subscriber’s payment of any applicable fees.

**“Subscription Usage Limit”** shall have the meaning set forth in Section 4.6.

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

**“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.

**“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.

**2.0 Laserfiche Cloud.** We will make Laserfiche Cloud, the Services Environment and Cloud Components available to Subscriber pursuant to this Agreement.

### **3.0 Payment and Fees**

**3.1 Subscriptions.** The first Laserfiche Cloud Subscription Subscriber orders shall commence on the Effective Date. Additional Cloud Components may be used with Subscriber’s Account subject to Subscriber’s payment of the applicable fees (if any) for the additional Cloud Components. Any additional Cloud Components licensed or subscribed by Subscriber will terminate on the same termination date as the first Laserfiche Cloud Subscription purchased by Subscriber.

**3.2 Fees.** All fees are due upfront for Subscribers who pay Laserfiche directly. There will be no refunds for decreases in Subscription Usage Limits during a Subscription Period for any Subscription.

**3.3 Payments.** As applicable, Subscriber’s Laserfiche Solution Provider may choose to bill Subscriber themselves or require Subscriber to submit credit card information to us so that we may charge Subscriber’s credit card. If we charge Subscriber’s credit card, the charge will be reflected in Subscriber’s Account. If Subscriber is required to submit credit card information to us, Subscriber is responsible for providing complete and accurate billing, credit card, and contact information and notifying us of any changes to such information. If Subscriber provides credit card information, Subscriber authorizes a charge to Subscriber’s credit card for the Subscriptions Subscriber orders for the initial Subscription Period, any renewal Subscription Period(s), and when Subscriber exceeds Subscription Usage Limits.

**3.4 Overdue Charges.** If we do not receive any amount Subscriber owes 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 Subscriber’s payment is late by 30 days or more, we may reduce or suspend access to Subscriber’s Account and the Services Environment and begin collection efforts. If the amounts Subscriber owes us are not paid within 60 days of the due date, we may cancel Subscriber’s Account, terminate Subscriber’s Subscriptions and the Services Environment, and delete Subscriber 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”). Subscriber is responsible for paying all Taxes associated with Subscriber’s 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 Ownership of Subscriber Content.** Subscriber retains exclusive ownership of Subscriber Content, including any modifications, enhancements and improvements thereto, including any Intellectual Property Rights therein. Subscriber is responsible for the accuracy, quality and legality of Subscriber Content and the means by which Subscriber or any User acquired and use Subscriber Content (including, providing adequate privacy notices under applicable law).

**4.2 License to Subscriber Content.** Subscriber grants us, the Hosting Provider, and our respective Affiliates, a worldwide license, during the Subscription Period and the Wind Down Period, to host, copy, transmit, and display or execute Subscriber Content as reasonably necessary for us to provide the functionality of Laserfiche Software, Laserfiche Cloud, and the Services Environment, including pushing and pulling Subscriber Content to and from Third-Party Product integrations Subscriber chooses to use with Laserfiche Software, Laserfiche Cloud, or the Services Environment. Subscriber acknowledges and agrees that Subscriber’s revocation of any of the foregoing licenses granted by Subscriber shall release Laserfiche from all obligations to provide or make available Laserfiche Cloud, the Subscriptions, and/or the Services Environment, in whole or in part, to Subscriber and any User and we shall not be obligated under any circumstances to refund any amounts paid by Subscriber to us. Subject to the limited licenses granted by Subscriber to us in this Agreement, we acquire no right, title or interest from Subscriber or Subscriber’s licensors under this Agreement in or to Subscriber Content. We make no representation or warranty regarding the interoperability of Subscriber Content with the Services Environment, Laserfiche Software, or any Third-Party Product integrations. Subscriber will obtain all necessary rights and permissions to enable, and grant the rights and permissions granted under this Agreement to, Laserfiche, its Affiliates, and contractors, to use, transfer, provide, store and otherwise process Subscriber Content in the Service Environment and in connection with Subscriber’s use of the Laserfiche Software (including, the collection or transmission of Subscriber Content from or to any Third-Party Product), without violating the rights of any third-party or otherwise obligating Laserfiche to Subscriber or to any third-party. This includes Subscriber making necessary disclosures and obtaining consent, if required, before providing individuals’ information, including personal or other regulated data in Subscriber Content. If any of Subscriber Content could be subject to governmental regulation or may require security measures beyond those specified by Laserfiche for Laserfiche Cloud, Subscriber will not input into the Services Environment, use with any Cloud Component, or provide Laserfiche, any such Subscriber Content unless Laserfiche has otherwise first agreed in writing to implement additional security and other measures. Subscriber is also solely responsible for the development, operation, maintenance, and use of Subscriber Content, including, by way of example: (i) the technical operation of Subscriber Content, including the interoperability of Subscriber Content with the Services Environment and Laserfiche Software; (ii) compliance of Subscriber Content with all applicable laws and regulations; (iii) any claims relating to Subscriber Content; (iv) proper handling and processing of notices sent to Subscriber (or any of Subscriber’s Affiliates) by any person claiming that Subscriber 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 Subscriber Content caused by actions or events other than the acts or omissions of Laserfiche. Laserfiche does not and will not assume any obligations with respect to Subscriber Content or to Subscriber’s use of the Laserfiche Software, Laserfiche Cloud, and the Services Environment, other than as expressly set forth in this Agreement or as required by applicable law.

**4.3 Third-Party Content & Third-Party Products.** Third-Party Content and Third-Party Products 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 Third-Party Products or the interoperability of the Services Environment or Laserfiche Cloud with Third Party Content or Third-Party Products. Subscriber's use of Third-Party Content and Third-Party Products is at Subscriber's sole risk and any separate fees, charges, and obligations Subscriber incurs in Subscriber's dealings with the applicable third parties, are Subscriber's responsibility. Subscriber agrees not to use any Third-Party Content and Third-Party Products 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 or Third-Party Products, 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 or Third-Party Product, as applicable, in conjunction with Laserfiche Cloud is not in violation of this Agreement.

**4.4 Security.** We will provide an infrastructure for securing data and will maintain the Services Environment at an industry standard level of security as further described in the Laserfiche DPA. Subscriber must use reasonable security precautions in connection with Subscriber's use of the Laserfiche Site, Services Environment, and Subscriptions.

**4.5 Service Levels.** Subject to Subscriber's compliance with all of the terms and conditions of this Agreement, including payment obligations, Laserfiche will provide Laserfiche Cloud in accordance with the then-current Laserfiche Cloud Service Level Agreement ("**SLA**"). The SLA, the terms of which are incorporated herein by reference, is available [here](#). Subscriber acknowledges that Subscriber has reviewed a copy of the current SLA. 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.

**4.6 Subscription Usage Limits.** Subscriptions ordered by Subscriber may be subject to usage limits ("**Subscription Usage Limits**"). Unless otherwise specified in an order, (a) a quantity in such order refers to the maximum number of Users permitted to access and use the Cloud Component, (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 the Subscription. If Subscriber exceeds any Subscription Usage Limit, Subscriber agrees to pay the amount for any excess usage in accordance with Laserfiche's applicable pricing and payment terms then in effect.

**4.7 Usage Restrictions.** Subscriber must use Subscriber's Subscriptions only in the ordinary course of Subscriber's business in accordance with the terms and conditions of this Agreement, the Documentation, and all applicable laws and regulations. Subscriber will not, and will not allow Users or other third parties to (a) make Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, available to, or use Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, or any Laserfiche Content for the benefit of, anyone other than Subscriber or 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, (c) use Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment to create, store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, or any Laserfiche Content, (e) 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, (f) 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, (g) copy any Laserfiche Software or Laserfiche Content except as expressly permitted in Section 7.1 of this Agreement, (h) embed or mirror any part of Laserfiche Cloud, any Subscription, the Services Environment, or any Laserfiche Content, other than embedding on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes or as permitted in the applicable Documentation, (i) access or use any Laserfiche Software or Laserfiche Content to develop, create, train, improve or build a product or service that competes with, or is similar to, Laserfiche Cloud, any Subscription, or any Laserfiche Software or Laserfiche Content, or for any other benchmarking or competitive purpose, or (j) use any Third Party Content or Third Party Product with Laserfiche Cloud other than as permitted by the applicable third-party's terms and conditions therefor and this Agreement. In addition to any other available remedies, Laserfiche may, in its sole discretion, immediately suspend or terminate Subscriber's or any User's use of Laserfiche Cloud and any Laserfiche Software and Laserfiche Content based on any suspected violation of this Section 4.7. Any violation of this Agreement by Subscriber or its Users is deemed a violation of Laserfiche's Intellectual Property Rights and Subscriber shall notify us promptly of any such violation. Subscriber will provide Laserfiche with any assistance Laserfiche requests to reasonably confirm compliance with this Agreement.

**4.8 High Risk Activities.** The Laserfiche Software, Laserfiche Cloud, and the use of the Services Environment, are not designed or intended for use in high risk activities or hazardous environments that require fail-safe performance where failure of the Laserfiche Software, Laserfiche Cloud, or the Services Environment, could lead to death, personal injury, or environmental or property damage. Laserfiche specifically disclaims any express or implied warranty of the suitability, performance, or availability, of Laserfiche Software, Laserfiche Cloud, or the Services Environment, for these types of activities.

**4.9 Subscriber Indemnification.** Subscriber will defend, indemnify, and hold harmless Laserfiche and each Laserfiche Solution Provider, Laserfiche Affiliate and Laserfiche authorized reseller, and each of Laserfiche's, Laserfiche Solution Provider's, Laserfiche Affiliate's and Laserfiche authorized resellers' employees, officers, directors, shareholders, representatives, 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, Laserfiche Software, Laserfiche Content, Third Party Content, or Third Party Products, including any activities or use by Subscriber's or Subscriber's Affiliates' employees, contractors, representatives or agents; (b) breach of this Agreement or violation of applicable law by Subscriber, any Subscriber's Affiliate, or any User; (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content; (d) Subscriber's breach of any of Subscriber's obligations, contractual or otherwise, that Subscriber may owe to Users as a result of, or in connection with, the use of Laserfiche Software, Laserfiche Content, Laserfiche Cloud, the Services Environment, or associated services or Support; (e) use of Third Party Content or Third Party Products with Laserfiche Software, Laserfiche Cloud or the Services Environment; (f) a dispute between Subscriber, any Subscriber's Affiliate or any User, on the one hand, and any third-party; (g) a dispute between Subscriber or any Subscriber's 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', representatives' 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 or 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 written consent before entering into any settlement, which shall not be unreasonably withheld. For the purposes of this subsection 4.9, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Parties arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

**4.10** If Subscriber is a government entity unable, as a matter of law, to provide indemnification to Laserfiche, subsection 4.9 above shall not apply. However, Subscriber agrees that use of any Third-Party Content, Subscriber Content, Confidential Information, Third Party Products, or other non-Laserfiche products, or services Subscriber provides, directly or indirectly, in connection with Laserfiche Software or Laserfiche Content will not infringe any third-party's patent, copyright or trademark or make unlawful use of any third-party's trade secret. In addition, Subscriber will not use our products or services in violation of any Laserfiche Documentation with respect to usage limitations and guidelines.

**4.11 Changes.** From time to time, we reserve the right to modify or enhance Laserfiche Software and the Services Environment with the objective of providing Subscriber with a substantially equal or enhanced Laserfiche Cloud or comply with applicable laws or regulations, at no additional cost to Subscriber. 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.** All right, title and interest in and to Laserfiche Cloud, Laserfiche Software, Laserfiche Content, and Laserfiche's Confidential Information, and any modifications, enhancements and improvements thereto, including all Intellectual Property Rights therein, are and at all times shall remain the sole and exclusive property of Laserfiche and its licensors, and shall be subject to the terms and conditions of this Agreement. This Agreement does not convey any rights of ownership. No rights are granted hereunder other than as expressly set forth in Section 7 of this Agreement. No implied licenses are granted by us.

**5.2 Feedback.** Subscriber has no obligation to provide any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of the Services Environment, Laserfiche Cloud or any Laserfiche Software, or Laserfiche Content (collectively, "**Feedback**"). Subscriber 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 Cloud, Laserfiche Software, Laserfiche Content or any other products, services or content, any Feedback that Subscriber or Users voluntarily provide to Laserfiche or its Affiliates. Laserfiche has no obligation to respond to or use any Feedback. Notwithstanding anything in this Section, Laserfiche will not utilize such Feedback to imply endorsement by Subscriber from such Feedback unless explicit consent for such purposes has been obtained from Subscriber.

**5.3 Administrative Tools & Administrative Information.** Subscriber agrees 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 Subscriber’s service requests. The Administrative Tools will not collect or store any of Subscriber 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. Subscriber further agrees that information collected by the Administrative Tools (excluding Subscriber 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 Subscriber, Subscriber hereby unconditionally and irrevocably assigns to Laserfiche all worldwide Intellectual Property Rights and other proprietary rights to such Administrative Information, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses 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-up basis.

**5.4 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 Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any individual, and Service Analyses do not constitute Personal Data. Laserfiche retains all Intellectual Property Rights in and to Service Analyses. If any rights in or to any Service Analyses vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to Laserfiche all worldwide Intellectual Property Rights and other proprietary rights to such Service Analyses, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses 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-up basis.

**5.5 IA Tools.** Subscriber acknowledges that Laserfiche Software may include robotic process automation, business process automation, machine learning, natural language processing and artificial intelligence algorithms, features, and tools (collectively, “**Intelligent Automation Tools**” or “**IA Tools**”). To the extent Laserfiche Software incorporates IA Tools, Subscriber agrees that Laserfiche may use Subscriber Content for training, improving, and developing such IA Tools. Our IA Tools and any configurations, designs, models or generative content produced or generated by IA Tools (collectively, “**IA Derivatives**”) will not incorporate Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any individual, except to the extent necessary for Laserfiche to provide the functionality of Laserfiche Software and Laserfiche Cloud to Subscriber. Laserfiche retains all Intellectual Property Rights in and to such IA Tools and IA Derivatives which shall be treated as, and shall become part of, Laserfiche Software or Laserfiche Content, as applicable.

**5.6 Laserfiche API.** To the extent Subscriber chooses to utilize the Laserfiche API functionality, the Laserfiche API License Agreement is hereby incorporated by reference. A copy of the API License Agreement is available upon request.

**6.0 Term; Termination.** This Agreement commences on the Effective Date and continues until all

of Subscriber's 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 (a "**Subscription Period**"). With respect to each Subscription, except for Evaluation Products (see Section 7.2), the Subscription Period will automatically renew for one year, effective on the first day after the end of the previous Subscription Period (the "**Renewal Date**"), unless Subscriber gives us written notice of Subscriber's election not to renew that Subscription ("**Notice of Non-Renewal**") at least 30 days before the Renewal Date. Subscriptions for which Subscriber has given Notice of Non-Renewal will terminate as of 12:01 a.m. Pacific Time on the day following the last day of the expiring Subscription Period. The per-unit pricing during any renewal Subscription Period will be at Laserfiche's then-current pricing for that Subscription on the Renewal Date.

**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 Subscriber's written request prior to termination, Subscriber will have 30 days immediately following termination (the "**Wind Down Period**") to export or download Subscriber Content. Subscriber will be charged our then-current rates for downloading Subscriber Content during the Wind Down Period. After the Wind Down Period, we will have no obligation to maintain or provide any of Subscriber Content at any time and reserve the right to delete or destroy Subscriber Content in connection with Subscriber's 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 Sections 5 and 7 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 or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Agreement will survive the termination or expiration 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 Subscriber owes us any fees as of termination or expiration of this Agreement), 4, 5, 6.3, 6.4, 7.3, 9, and 10 through 19.

## **7.0 Limited License Grants by Laserfiche**

### **7.1 Limited License Grants**

**7.1.1 Cloud Components.** Subject to the terms and conditions of this Agreement (including timely payment of any applicable Subscription fees), we grant Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the applicable Subscription Period, to: (a) access and use those Cloud Components made available by Laserfiche in the Services Environment, and (b) download, install and execute Cloud Client Components solely on servers owned or operated by or for Subscriber for the purpose of interacting with the Services Environment. The foregoing licenses are limited to the Cloud Components included within the

Subscription and Subscriber may not use the Cloud Components except in accordance with this Agreement and in conjunction with Subscriber Content that complies with this Agreement. Subscriber's right to use all Cloud Components will terminate upon on the date on which Subscriber's right to use Laserfiche Cloud ends.

**7.1.2 Laserfiche Content.** Subject to the terms and conditions of this Agreement (including timely payment of any applicable Subscription fees), we grant Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the applicable Subscription Period, to access and use within the Services Environment, or download, reproduce and use solely on servers owned or operated by or for Subscriber, Laserfiche Content in each case solely in connection with Subscriber's use of Laserfiche Cloud. Subscriber's right to use Laserfiche Content will terminate upon the date on which Subscriber's right to use Laserfiche Cloud ends.

**7.2 Evaluation License.** Subscriber'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 Subscriber's employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Evaluation Product to prospective licensees or evaluation and testing of the Evaluation Product 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 service level provided in Section 4.5 and warranty provided in Section 10) of any kind, express or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. Subscriber may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Subscriber's receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section 7.2), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to Subscriber for any use of the Evaluation Product. Subscriber 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 Subscriber or any User provides to us in connection with Subscriber's use of the Evaluation Product. In addition to the restrictions set forth in this Section 7.2 and this Agreement, Subscriber 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. With respect to Evaluation Products, except to the extent this Section modifies this Agreement, all other provisions stand and remain unaltered. Laserfiche reserves the right to terminate the licenses granted under this Section 7.2 with respect to any Evaluation Product prior to the end of the Evaluation Period for any breach of this Agreement or other cause. At the end of the Evaluation Period, Subscriber's access to the Evaluation Product will be automatically terminated, with or without notice, unless Subscriber elects to license the services on a paid subscription basis at least two business days prior to the end of the Evaluation Period. This Section shall apply only with respect to Evaluation Products.

**7.3 Unauthorized Use or Misuse of Laserfiche Cloud, Laserfiche Software, or Laserfiche Content.** 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. Without limiting the foregoing, Subscriber may not nor shall Subscriber allow any third-party (including any User) to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Laserfiche Software or Laserfiche Content; (b) except to the extent explicitly permitted by applicable law notwithstanding this limitation, reverse engineer, disassemble, or decompile any Laserfiche Software or apply any other process or procedure to derive the source code of any Laserfiche Software; (c) access, download or use any Laserfiche Software in a way intended to avoid incurring fees or exceed usage limits or quotas; or (d) access, download, or use Laserfiche Software or Laserfiche Content in any manner or for any

purpose other than as expressly permitted by this Agreement. All licenses granted to Subscriber in this Agreement are conditioned on Subscriber's continued compliance with this Agreement, and such licenses will terminate in accordance with this Agreement if Subscriber does not comply with any term or condition of this Agreement. During and after any Subscription Period, Subscriber will not assert, nor will Subscriber authorize, assist, or encourage any third-party to assert, against us or any of our Affiliates, Laserfiche Solution Providers, Hosting Provider, Laserfiche authorized resellers, or our licensors, any patent infringement or other intellectual property infringement claim regarding Laserfiche Cloud or any Laserfiche Software or Laserfiche Content. Subscriber may not use any trademark of Laserfiche without our express, prior written permission.

## **8.0 Data Protection; Data Center Region**

**8.1** The DPA, terms of which are incorporated herein by reference, is available [here](#). The DPA describes the parties' respective roles for the processing and control of Personal Data that Subscriber provides to Laserfiche as part of subscribing to Laserfiche Cloud. Subscriber acknowledges that Subscriber has reviewed a copy of the current DPA.

**8.2** To the extent Subscriber Content includes Personal Data (as defined in the DPA), Subscriber agrees that Subscriber will be the data controller and Laserfiche will be the data processor. The parties will comply with the applicable DPA associated with Subscriber's Account, unless otherwise stated in Subscriber's order.

**8.3** Laserfiche will provide production and failover systems in the Data Center Region. Laserfiche and its Affiliates may perform certain aspects of Laserfiche Cloud, such as high level service administration and support, as well as other services (including professional services and disaster recovery), from locations worldwide. If Subscriber is a U.S., state or local government entity, the foregoing shall not apply, and Subscriber's Services Environment will reside solely in a Data Center within the United States of America.

**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 Period 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, (v) based upon Subscriber Content, or the incorporation or interaction of Subscriber Content in or with Laserfiche Cloud or the Services Environment if the claim would not have arisen but for Subscriber Content or the incorporation or interaction of Subscriber Content in or with Laserfiche Cloud or the Services Environment, or (vi) based upon or in relation to the use of any Evaluation Product. This Section states Laserfiche’s entire liability and Subscriber’s sole and exclusive remedy for infringement and misappropriation claims and actions. Subscriber may participate and retain its own counsel at its own expense. For the purposes of this Section 9, costs (including reasonable attorneys’ fees) and damages finally awarded against Subscriber or its Affiliates as a result of a relevant third-party claim shall be deemed to be suffered by Subscriber directly.

## **10.0 Disclaimers**

**10.1 WITHOUT LIMITING LASERFICHE’S SLA OBLIGATIONS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES PROVIDED BY US OR OUR AFFILIATES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT WARRANT THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, 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 SUBSCRIBER’S REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM SUBSCRIBER CONTENT, THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS. IA TOOLS AND IA DERIVATIVES ARE EXCLUDED FROM THE SLA AND ARE PROVIDED “AS IS” AND “AS AVAILABLE”.**

**10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THE SLA ARE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF LASERFICHE CLOUD AND THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES PROVIDED BY US OR OUR AFFILIATES.**

**10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE 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 SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.**

**10.4 NOTWITHSTANDING LASERFICHE’S USE OR INTEGRATION OF APIS PROVIDED BY THIRD PARTIES (“THIRD PARTY APIS”) IN CONNECTION WITH SUBSCRIBER’S USE OF THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS, WE ARE NOT RESPONSIBLE FOR: (A) ANY ISSUES THAT ARISE FROM SUBSCRIBER’S USE OF SUCH THIRD-PARTY CONTENT, THIRD PARTY PRODUCTS, OR THIRD PARTY APIS, (B) ANY ERRORS, INACCURACIES, INCOMPLETENESS, NON-AVAILABILITY OR INTERRUPTIONS, CORRUPTION, OF OR IN THIRD-PARTY CONTENT, THIRD-PARTY PRODUCTS, OR THIRD PARTY APIS, OR (C) ANY CHANGES TO THE FEATURES OR SPECIFICATIONS, OF ANY SUCH THIRD PARTY PRODUCTS, THIRD PARTY CONTENT, OR THIRD PARTY APIS. LASERFICHE IS NOT OBLIGATED TO MAINTAIN OR SUPPORT ANY THIRD-PARTY APIS, THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS. SUBSCRIBER ASSUMES ALL RISK ARISING FROM THE USE OF ANY SUCH THIRD-PARTY APIS, THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS.**

#### **11.0 Limitations of Liability**

**11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, SUPPLIERS, OR SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS) 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, 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, SUPPLIERS, OR SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS) HAVE BEEN ADVISED 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 OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR 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 SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR 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 SUBSCRIPTION GIVING RISE TO THE LIABILITY LIMITED TO THE AMOUNT ACTUALLY PAID DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUBSCRIBER PROVIDES LASERFICHE WRITTEN NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION 11.2 SHALL NOT APPLY TO CLAIMS ARISING OUT OF LASERFICHE’S WILLFUL MISCONDUCT OR FRAUD.**

**12.0 Basis of Bargain.** The warranty disclaimers in Section 10 and limitations of liability set forth in Section 11 are fundamental elements of the basis of the agreement between Laserfiche and Subscriber. The limitations of liability in Section 11 shall apply notwithstanding the failure of any

essential remedy. Laserfiche would not be able to provide Laserfiche Cloud, the Cloud Components and the Services Environment on an economic basis without such limitations. The warranty disclaimers and limitations of liability inure to the benefit of Laserfiche's representatives.

**13.0 Modifications to Additional Policies and the Agreement.** Subscriber agrees that we or our Affiliates 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 or by notifying Subscriber through Subscriber's Laserfiche Cloud administrator interface or at the e-mail address associated with Subscriber's Account. The revised terms of the Agreement or Additional Policy, as applicable, will be effective upon, and deemed to be incorporated into this Agreement as of, the earlier to occur of (a) 30 days after posting or notification, or (b) if we provide a mechanism for Subscriber's immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, Subscriber's acceptance. By continuing to use or receive Laserfiche Cloud, the Services Environment, or any Cloud Component, after the effective date of any revisions to the Agreement or such Additional Policy, Subscriber agrees to be bound by the revised Agreement or Additional Policy, as applicable. Any other modification of this Agreement must be in writing and executed by both parties.

**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 Period or at any time during the seven-year period following any termination or expiration 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 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 Subscriber's obligation to pay us for Subscriber's Subscriptions.

**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). Subscriber agrees that no Laserfiche Software or Laserfiche Content, may be exported, directly or indirectly, in violation of these laws, or will be used for any prohibited purpose. Subscriber acknowledges that Laserfiche Cloud is designed with capabilities for Subscriber and Users to access Laserfiche Cloud without regard to geographic location and to transfer or otherwise move Subscriber Content between Laserfiche Cloud and other locations. Subscriber is solely responsible for

the authorization and management of User Accounts across geographic locations, as well as export control and geographic transfer of Subscriber Content.

## **18.0 Notice**

**18.1** At all times Subscriber must provide us with a current e-mail address that Subscriber wishes to be associated with Subscriber's Account and to which we may give Subscriber any notice required by this Agreement. We may give Subscriber notice under this Agreement by: (a) sending a message to the e-mail address associated with Subscriber's Account; or (b) sending or posting an electronic message to Subscriber 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 e-mail, 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. Subscriber will be deemed to have received any e-mail sent to the e-mail address then associated with Subscriber's Account when we send the e-mail, whether or not Subscriber actually receives the e-mail.

**18.2** To give us notice under this Agreement, Subscriber must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site for the applicable Laserfiche entity Subscriber contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity Subscriber contracted with, attention Legal Department, at the address specified for such Laserfiche entity on the Laserfiche Site. Subscriber may also notify us by sending an e-mail to [notices@laserfiche.com](mailto:notices@laserfiche.com) directed to the attention of the Legal Department, provided that Subscriber 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, e-mail address, or address for notices to us by posting a notice on the Laserfiche Site or giving Subscriber notice in accordance with subsection 18.1. 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, along with the applicable order, and the Additional Policies, is the entire agreement between us regarding Subscriber's use of Laserfiche Cloud Subscriptions and the Services Environment, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Laserfiche Cloud Subscription and the Services Environment. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable order, but solely with respect to the Laserfiche Cloud Subscriptions and the Services Environment, (2) this Agreement, and (3) the Additional Policies. Any additional or different terms proposed by Subscriber in any purchase order or communication shall be deemed material, are objected to, and are hereby rejected except to extent specifically set forth in an order or accepted in writing by an authorized representative of Laserfiche. Any agreement between Subscriber and Laserfiche's Solution Provider, authorized reseller or distributor: (a) does not modify the terms and conditions of this

Agreement, the applicable order, or any Additional Policy, and (b) does not create obligations for, or otherwise bind, Laserfiche.

**19.3 Limitation on Actions.** To the extent permitted by applicable law, 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 one (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. Accordingly, Subscriber waives the benefit of any statute of limitations which specifies a period longer than one (1) year for filing an action or proceeding.

**19.4 Governing Law, Arbitration, Jurisdiction and Venue.**

**19.4.1** This table identifies 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, Subscriber 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. Subscriber 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 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 one (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 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 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 attorneys’ fees and costs, including expert costs, from the other party.

<b><u>Laserfiche Contracting Entity</u></b>	<b><u>Country or Territory based on Subscriber’s address</u></b>	<b><u>Governing Law</u></b>	<b><u>Arbitration</u></b>
<b>Compulink Management Center, Inc.</b> 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	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.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Subscriber's address</u>	<u>Governing Law</u>	<u>Arbitration</u>
<b>Laserfiche Strategic Services Canada Inc.</b> 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	Province of Ontario, Canada	Arbitration will be heard in Toronto, Canada in accordance with the Canadian Arbitration Association Expedited Arbitration Rules and shall proceed in accordance with the provisions of the Arbitration Act (Province of Ontario).
<b>Laserfiche International Limited</b> 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.
<b>Laserfiche Ireland Ltd</b> 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.

**19.4.2** If Subscriber is a federal, state, or local government entity, the subsection 19.4.1 above shall not apply. If Subscriber is a federal government entity, this Agreement is governed by the laws of the country set forth above for such locality, and if Subscriber is a provincial, state or local government, this Agreement is governed by the laws of that province or state, as applicable. 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.

**19.5 Legal Effect.** This Agreement describes certain legal rights. Subscriber may have other rights under the laws of Subscriber's province, state, or country. This Agreement does not change Subscriber's rights under the laws of Subscriber's province, state, or country if the laws of Subscriber's province, state, or country do not permit it to do so. This includes the Freedom of Information Act (FOIA) (United States) or Access to Information Act (ATIA) (Canada) and related or equivalent regulations, as applicable.

**19.6 Assignment.** Neither this Agreement, nor the rights or obligations arising under this Agreement, are assignable by Subscriber, and any such attempted assignment or transfer shall be void and without effect. We may assign, novate or transfer this Agreement without Subscriber's consent (and Subscriber consents in advance to any such novation by us). 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” or “include(s)” means “including but not limited to.” Subscriber agrees that this Agreement will not be construed against Laserfiche by virtue of having drafted them. The official text of this Agreement (and any applicable order or Additional Policy, amendment, or notice submitted hereunder) will be in English. 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.** 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 August 2023