

LASERFICHE SOFTWARE DEVELOPMENT KIT (SDK)

CONFIDENTIALITY AND SOFTWARE LICENSE AGREEMENT

This Laserfiche Software Development Kit (SDK) Confidentiality and Software License Agreement (“License Agreement”) is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche, whose principal place of business is in Long Beach, California (“Laserfiche”) and the party (referred to as the “Licensee”), who has lawfully acquired the Laserfiche SDK.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF THE PARTY ON WHOSE SERVER OR SYSTEMS THE SOFTWARE WILL BE AVAILABLE FOR USE. IF YOU DO NOT AGREE OR ARE NOT AN INDIVIDUAL AUTHORIZED TO ENTER AGREEMENTS ON BEHALF OF SUCH PARTY, DO NOT INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION WITHOUT OBTAINING AGREEMENT OF AN AUTHORIZED INDIVIDUAL AND, IF APPLICABLE, RETURN THE SOFTWARE AND DOCUMENTATION TO YOUR SUPPLIER FOR A FULL REFUND.

RECITALS

A. Laserfiche has developed and licenses electronic content management (ECM), business process management (BPM), and related document imaging and management software programs, which it markets under the registered trademark Laserfiche(R) (“Laserfiche Software”).

B. Laserfiche has developed Application Programming Interface (“API”) software to assist programmers to interface Laserfiche Software with other applications and databases and to develop add-on modules to work with the Laserfiche Software (collectively “add-on products”). The API software is used to create programs that send commands to and receive data from the Laserfiche Software. The Laserfiche SDK contains API software and documentation which provide programmatic access to the Laserfiche Server and Laserfiche Client. The API software is used to create programs that send commands to and receive data from the Laserfiche Software. The term “SDK Run-time” refers to Laserfiche’s API software intended for distribution by Licensee and all updates, upgrades, advisories, and other information, whether in electronic or documentary format, related to the SDK Run-time in any way.

C. The term “SDK” includes the API software, SDK Run-time, and all documentation, including help files, manuals, instructions, posters and other schematics, which accompany the SDK (the “Documentation”), as well as all updates, upgrades, advisories, and

other information, whether in electronic or documentary format, related to the SDK in any way.

D. The SDK discloses very valuable trade secrets and confidential information about the Laserfiche Software to Licensee. The Laserfiche Software and the SDK constitute valuable proprietary products and trade secrets of Laserfiche embodying substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Laserfiche Software. Laserfiche claims copyrights and proprietary trade secrets in the Laserfiche Software. Consequently, the SDK is only licensed selectively to Licensees whose proposed add-on products or integration projects and intended uses have been approved by Laserfiche's management and who agree to use the SDK only for the purposes expressly permitted and authorized by this License Agreement.

E. Licensee understands that the SDK, the SDK Run-time, and the Laserfiche Software are compatible only with certain types of computers and operating systems and that Licensee is solely responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Laserfiche Software and SDK.

THEREFORE, in consideration of the premises and covenants contained this License Agreement, Laserfiche and Licensee agree as follows:

Terms of License Agreement

1. Grant of License. Laserfiche grants to Licensee, subject to the following terms and conditions, a non-exclusive, non-transferable right to use the SDK, the SDK Run-time, and the accompanying Documentation for the limited purpose of producing an integration or add-on product or products for use with a specific version of the Laserfiche Software. No other add-on product or any other product or use is included in this license. Licensee may only use the SDK and Laserfiche Software which accompanies it with properly-licensed Laserfiche Software products. All other uses are prohibited unless and until they are specifically approved by Laserfiche in writing. Laserfiche reserves all rights not expressly granted to Licensee. This license does not include any Laserfiche Software other than the particular software which accompanies this SDK. The license is subject to the following additional restrictions and limitations:

- * Licensee may only install the SDK API software and Documentation on Licensee's own hardware and may utilize the SDK API software and Documentation only for Licensee's integration or add-on product(s), which must have been approved by Laserfiche in writing. Licensee must not install the SDK API software or Documentation on any other computer or anywhere else, or for any other purpose.

- * Laserfiche grants Licensee a non-exclusive, non-transferable license to incorporate the unaltered SDK Run-time installation components (.msm or .jar files) into Licensee's application installation for the purpose of deploying the application to any legally licensed Laserfiche Software licensee. No other component of the SDK may be

distributed by the Licensee.

* The SDK Run-time is for the limited purpose of running the approved integration or add-on product or products for use with a specific version of the Laserfiche Software. The SDK Run-time may not be used to create, develop or modify an integration or add-on product, but such activities will instead require that Licensee first obtain a license to the full Laserfiche SDK. All other uses are prohibited unless and until they are specifically approved by Laserfiche in writing. Laserfiche reserves all rights not expressly granted to Licensee.

* “Multiplexing” occurs when a licensee or an end user utilizes hardware, software, an automated process, or other technical means (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use a Laserfiche Software product; or (2) to permit access to more user connections than are authorized by the License Agreement; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user licenses required by a licensee, or avoiding the purchase of additional named user licenses. The API software may not be used to create programs that multiplex connections to a Laserfiche Server or any other Laserfiche Software.

* Licensee may not disclose the results of any benchmark test using the SDK to any third party without Laserfiche’s prior written approval.

* Licensee agrees to provide one demonstration copy of the approved integration or add-on product(s) upon request by Laserfiche.

* Licensee will not represent or indicate that Laserfiche is affiliated with Licensee or that Laserfiche approves of or warrants the fitness of Licensee’s integration or add-on product(s) for a particular purpose.

* Licensee’s integration or add-on product(s) must contain the following copyright notice in its accompanying documentation: “Laserfiche SDK Run-time (C) 2013-2015 Laserfiche. All rights reserved.”

2. Ownership of Laserfiche Software and SDK. Laserfiche will retain ownership of, and title to, the Laserfiche Software, SDK, SDK Run-time, and Documentation (including all adaptations or copies). Copies of the SDK, SDK Run-time, and Documentation are provided to Licensee only to allow Licensee to exercise its rights under the License Agreement. Licensee is acquiring the license under the terms described in this License Agreement, and the Licensee acquires no other rights.

3. Copies and Adaptations. Except as otherwise provided in this License Agreement, Licensee may not make or permit others to make copies or adaptations of the SDK, except as an essential step in the utilization of the SDK for the limited purposes permitted by this

License Agreement, or for archival purposes only to back-up use of the SDK. All proprietary rights and notices must be faithfully reproduced and included on all copies and adaptations. Licensee must not copy the Documentation.

4. Protection of SDK Software and Laserfiche Confidential Information.

A. Laserfiche's Confidential Information includes, but is not limited to, the SDK and the Laserfiche Software, including the object code, source code, and all referenced schedules, formulas, methods, know how, processes, designs, new products, developmental work, derivative works, and any other information which is identified in writing at the time of disclosure as confidential.

B. During the term of this License Agreement and for seven years following termination of this License Agreement, and for such additional term as the Laserfiche Software or SDK remains Laserfiche's trade secret or confidential information, Licensee must not directly or indirectly, alone or in conjunction with any other person or company, (a) attempt to write or develop software in order to discover the source code or other trade secrets contained in the Laserfiche Software or SDK which have not been disclosed by Laserfiche to Licensee; or (b) utilize the Laserfiche Software, SDK, Documentation, or the proprietary information, trade secrets, know how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, and methodology incorporated in the Laserfiche Software, SDK or Documentation ("Laserfiche's trade secrets or confidential information"), either directly or indirectly, to sell, market or distribute any software product which competes with the Laserfiche Software; or (c) utilize the Laserfiche Software, SDK, Documentation, or Laserfiche's trade secrets or confidential information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing or distributing any software product which competes with the Laserfiche Software; or (d) publish the Laserfiche Software or SDK for others to copy; or (e) utilize the Laserfiche Software, SDK, Documentation, or Laserfiche's trade secrets or confidential information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Laserfiche Software to a software product which competes with the Laserfiche Software; or (f) seek to discover Laserfiche's trade secrets or confidential information by reverse engineering, decompiling, disassembling, copying or any other technique. Licensee will not remove any product identification, copyright legend or other notices from the Laserfiche Software, SDK or Documentation, or directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Laserfiche Software claimed by Laserfiche or third parties identified in the Laserfiche Software or Documentation. Licensee is not granted any right to use or display the Laserfiche name, logos or any Laserfiche trademarks hereby. The Laserfiche Software source code and the trade secrets are not licensed to Licensee, and all modifications, additions, or deletions are strictly prohibited.

5. Other Restrictions on Use. Except as expressly authorized in this License Agreement, Licensee will not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare with any other person the SDK, the Laserfiche Software or

Documentation.

6. Transfer of License. Licensee may not transfer this license to anyone except with the prior written consent of Laserfiche, which consent may be withheld in Laserfiche's sole discretion; and even if consent to transfer is granted, the transferee must agree in writing to be bound by this License Agreement. If Laserfiche approves the transfer of the license, Licensee will transfer all copies of the SDK and the Documentation, including all adaptations that have been made by Licensee. All other transfers or assignments of this license will be void.

7. Indemnification by Licensee.

A. Licensee acknowledges and agrees that Licensee is solely responsible and liable for the support, trouble-shooting and maintenance of Licensee's applications and software programs it develops under this License Agreement. Laserfiche will not be liable or in any way responsible for any defect, problem, malfunction, bug or software error which in any way results from or is attributable to any software, program, code, utility, application or add-on product provided or developed by Licensee or any other provider or person.

B. Licensee will indemnify Laserfiche against, and hold it harmless from, all losses, claims, damages, suits, administrative proceedings, judgments, costs and expenses, including Laserfiche's attorneys' fees and expert witness expenses (collectively, "Claims"), resulting from or arising out of Licensee's marketing, distribution, installation or support of the Laserfiche Software or its use or application of the SDK, SDK Run-time, Documentation or Licensee's other integrations, customizations, enhancements, derivative works, ancillary programs, or add-on products, including Claims based on a breach of contract, breach of warranty, misrepresentation or concealment, patent, trademark or copyright infringement, or misappropriation or misuse of trade secrets or confidential proprietary information, or other act or failure to act by Licensee. All such indemnified expenses will be paid to Laserfiche as they occur on an ongoing basis. If Laserfiche, in its sole discretion, deems it necessary or appropriate that Licensee assist in the defense of any such indemnified Claim, Licensee will do so, and Laserfiche will pay Licensee's reasonable legal fees and out-of-pocket expenses for such participation, but not time spent by Licensee in providing such assistance to Laserfiche. In such a case, Laserfiche will have sole control over the defense of the Claim. Licensee will have the right to participate in the defense of any Claim if Licensee has been named as an additional party or if its rights may be prejudiced by non-participation provided that Licensee will be solely responsible for all of its attorneys' fees and other expenses incurred due to its defense of the Claim.

C. For purposes of this License Agreement, any act or omission by any of Licensee's officers, directors, shareholders, partners, contractors, affiliates, employees, representatives or agents, will be deemed to be the act or omission of Licensee, for which Licensee will be fully responsible to Laserfiche.

8. Term. This License Agreement will commence and terminate as follows:

A. The term of this License Agreement will commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement. Laserfiche may terminate this License Agreement for cause immediately following a breach of this Agreement which is not cured within 15 days following written notice of breach. Laserfiche may also terminate this License Agreement without any prior written notice if (i) Licensee violates, infringes or compromises any trademark, copyright, patent or trade secret of Laserfiche, or interferes, either directly or indirectly, with any relationship between Laserfiche and any of its other licensees, resellers, distributors, or existing or prospective end users of the Laserfiche Software; or (ii) Licensee's license to use its Laserfiche Software is terminated.

B. Upon termination of this License Agreement, Licensee must immediately cease all use of the SDK and the Documentation and return to Laserfiche all versions and copies of the SDK and the Documentation. Licensee must remove all such programs and materials from all hard drives and other devices on which the SDK and the Documentation may be found.

C. The termination of this License Agreement will not terminate Licensee's obligations under this License Agreement, nor will it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination. All obligations of Licensee to Laserfiche as stated in this License Agreement will survive its termination.

9. WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE PROVIDES THE SDK TO LICENSEE, INCLUDING ALL SOFTWARE, COMPONENTS, AND SUPPORT SERVICES (IF ANY), "AS IS" AND WITH ALL FAULTS. LASERFICHE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LASERFICHE DOES NOT WARRANT (A) THAT THE SDK OR ANY LASERFICHE PROFESSIONAL SERVICES ("SERVICES") OR LASERFICHE SUPPORT WILL SATISFY LICENSEE'S REQUIREMENTS; OR (B) THAT THE SDK, PERFORMANCE OF SERVICES, OR DELIVERY OF SUPPORT WILL BE WITHOUT DEFECT OR ERROR; OR (C) THAT THE SDK WILL OPERATE WITHOUT INTERRUPTION.

10. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, SUBSIDIARIES, RESELLERS, AGENTS, DISTRIBUTORS, EMPLOYEES, CONSULTANTS, AND SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS; LOSSES FROM BUSINESS INTERRUPTION; LOSS OF BUSINESS REVENUES, INFORMATION, OR DATA; COSTS OF RECREATING LOST DATA; OR COSTS OF SUBSTITUTE EQUIPMENT, SOFTWARE, SERVICES, OR SUPPORT; OR ANY OTHER PECUNIARY LOSS WHATSOEVER), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE

POSSIBILITY OF SUCH DAMAGES OR LOSSES. NO ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE KNEW OR SHOULD HAVE KNOWN OF ANY OF THE FACTS WHICH GAVE RISE TO THE CAUSE OF ACTION.

11. DAMAGES. ALL DAMAGES SUFFERED BY LICENSEE OR ANYONE ELSE FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, IF ANY, WHETHER RELATING TO THE SDK, SERVICES, OR SUPPORT, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, INDEMNITY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE ACTUAL AMOUNT LICENSEE HAS PAID FOR THE DEFECTIVE SDK, SERVICES, OR SUPPORT.

12. Compatibility. The SDK has been developed for and is compatible with certain computers and operating systems. Laserfiche does not warrant the SDK for any computer and operating system. Licensee will be responsible for consulting with Laserfiche for information about compatibility.

13. Copyright. The Laserfiche Software, SDK, SDK Run-time, and the Documentation are owned by Laserfiche. The Laserfiche Software, SDK, SDK Run-time, and Documentation are protected by United States and other international copyright laws, conventions and treaties. Licensee must treat the Laserfiche Software, SDK, SDK Run-time, and Documentation like any other copyrighted material except Licensee may install the Laserfiche Software, SDK, SDK Run-time, and the Documentation as expressly authorized by this License Agreement and may retain the original solely for backup or archival purposes. Licensee may copy the Documentation solely for internal, reference purposes, as long as this License Agreement is in effect and the copy includes all trademark and copyright notices set forth on the Documentation.

14. No Waiver. No failure to exercise or delay in exercising any right, power, or privilege under this License Agreement on the part of either party will operate as a waiver of any right, power, or privilege hereunder. No single or partial exercise of any right, power, or privilege under this License Agreement will preclude further exercise thereof.

15. Severability. If any part of this License Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part will be severed from this License Agreement and will be deemed to have never been a part of this License Agreement and will not affect the validity of the remainder of this License Agreement.

16. Governing Law. This License Agreement is deemed to have been made in, and will be construed pursuant to the laws of, the State of California, as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

17. Jurisdiction and Venue. Each party hereby consents to the jurisdiction of the California Superior Court and United States District Court for the Central District of California. All judicial actions and proceedings arising from or related to any dispute, claim or controversy concerning this License Agreement will be conducted only in, and each party consents to exclusive venue in, the state and federal courts located in Los Angeles County, California. This paragraph will not apply to the federal government or to any state, county or municipal government or any department or agency of any such governmental body.

18. Entire Agreement. This License Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this License Agreement. Notwithstanding the foregoing, a written agreement, signed by Laserfiche and Licensee and which accompanies Licensee's acquisition of the Software or the SDK, will supersede any inconsistent terms of this License Agreement.

19. Limitation on Actions. No action or proceeding based on this License Agreement or arising out of its performance or breach may be instituted by Licensee more than one year after the cause of action has accrued. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action.

20. U.S. Government Restricted Rights Notice. The Laserfiche Software and SDK are provided with restricted rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to the restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software Restricted Rights* clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. Licensee and any end user must not remove or deface any restricted rights notice or other legal notice appearing in the Laserfiche Software or SDK or on any packaging or other media associated with the Laserfiche Software. The contractor/ manufacturer is Compulink Management Center, Inc. dba Laserfiche, 3545 Long Beach Blvd., Long Beach, California.

21. Export Restrictions. Licensee acknowledges that the Laserfiche Software and SDK and all related technical information, Documentation, and materials are subject to United States export jurisdiction and controls under the U.S. Export Administration Regulation. Licensee must comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes, including but not limited to, the procurement of required permits, certificates, approvals, and inspections in Licensee's performance of this License Agreement. In addition, Licensee must comply with applicable international export laws and regulations. Licensee represents, warrants and certifies that Licensee will (i) comply strictly with all legal requirements, (ii) cooperate fully with Laserfiche in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer, or disclose, directly

or indirectly, any Laserfiche Software or SDK or related technical information, Documentation, or products to any country restricted by applicable export laws or regulations, as modified from time to time, or to any national or resident of such country, unless Licensee has obtained the prior written authorization of Laserfiche, the U.S. Commerce Department and any other required governmental authority.

22. Captions. The captions used on this License Agreement are for convenience only and will not be a part of this License Agreement.

Laserfiche Software Development Kit (SDK) Confidentiality and Software License Agreement

version 10

(c) 2016 Laserfiche