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

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

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

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

## **17. Miscellaneous**

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

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

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

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

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

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

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

#### 17.7 Notices.

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

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

#### 17.8 Governing Law, Arbitration, Jurisdiction and Venue.

17.8.1 This table identifies the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, Licensee and Laserfiche agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. Licensee further waives the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche,

whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. There will be only one arbitrator. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this EULA will be deemed to prevent Laserfiche from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorneys' fees and costs, including expert costs, from the other party.

<b><u>Laserfiche Contracting Entity</u></b>	<b><u>Country or Territory based on Licensee's address specified in the Order</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 and all locales not specifically mentioned in relation to an entity below.	The arbitration will be heard at American Arbitration Association ("AAA") offices in Los Angeles County, California, in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
<b>Laserfiche Strategic Services Canada Inc.</b> 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at AAA offices in Los Angeles County, California, in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
<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><u>Laserfiche Contracting Entity</u></b>	<b><u>Country or Territory based on Licensee's address specified in the Order</u></b>	<b><u>Governing Law</u></b>	<b><u>Arbitration</u></b>
<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.

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

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

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

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

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

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Last Updated January 2022